

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~AGREEMENT~~
CONTRACT

BETWEEN
COUNTY OF ORANGE
AND

_____ MAXIMUS ~~HUMAN~~ US SERVICES, INC.
FOR THE PROVISION OF CASE MANAGEMENT SERVICES

~~THIS AGREEMENT, entered into this 1st day of July 2016, which date is particularized for purpose of reference only. This Contract~~ is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and MAXIMUS ~~Human Services, Inc~~ US SERVICES, INC., a Virginia corporation, ~~qualified to transact interstate business in the State of California,~~ hereinafter referred to as "CONTRACTOR." This ~~Agreement~~ Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

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

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of ~~case management services; and~~ Case Management Services;

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

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

~~NOW, THEREFORE, IT IS MUTUALLY~~

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

1. TERM.....4

2. ALTERATION OF TERMS.....4

3. STATUS OF CONTRACTOR.....4

4. DESCRIPTION OF SERVICES, STAFFING.....5

5. LICENSES AND STANDARDS.....5

6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS.....6

7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE.....7

8. USE OF COUNTY PROPERTY.....9

9. NON-DISCRIMINATION.....10

10. NOTICES.....13

11. NOTICE OF DELAYS.....14

12. INDEMNIFICATION.....14

13. INSURANCE.....15

14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS.....19

15. CONFLICT OF INTEREST.....20

16. ANTI PROSELYTISM PROVISION.....20

17. SUPPLANTING GOVERNMENT FUNDS.....20

18. EQUIPMENT.....21

19. BREACH SANCTIONS.....23

20. PAYMENTS.....23

21. OVERPAYMENTS.....26

22. OUTSTANDING DEBT.....26

23. FINAL REPORT.....26

24. INDEPENDENT AUDIT.....27

25. RECORDS, INSPECTIONS AND AUDITS.....27

26. PERSONNEL DISCLOSURE.....29

27. EMPLOYMENT ELIGIBILITY VERIFICATION.....32

28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS.....33

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....34

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....34

31. CONFIDENTIALITY.....34

32. COPYRIGHT ACCESS.....36

33. WAIVER.....36

34. PETTY CASH.....36

35. PUBLICITY.....36

36. COUNTY RESPONSIBILITIES.....37

37. REPORTS.....37

38. ENERGY EFFICIENCY STANDARDS.....37

39. ENVIRONMENTAL PROTECTION STANDARDS.....37

40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.....38

41. POLITICAL ACTIVITY.....40

42. TERMINATION PROVISIONS.....40

43. GOVERNING LAW AND VENUE.....41

44. SIGNATURE IN COUNTERPARTS.....41

Exhibit A

1. PROGRAM OBJECTIVE.....1

2. POPULATION TO BE SERVED.....1

3. DEFINITIONS.....2

4. SERVICE DELIVERY MODEL.....11

5. PROVISION OF SERVICES.....20

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6. PERFORMANCE REQUIREMENTS.....33
7. REPORTING REQUIREMENTS.....37
8. PERFORMANCE MONITORING.....38
9. OTHER CONTRACTOR REQUIREMENTS.....42
10. BUDGET.....48
11. CONTRACTOR STAFF.....57
12. STAFF POSITIONS.....60

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. TERM.....	5
2. ALTERATION OF TERMS	6
3. STATUS OF CONTRACTOR.....	7
4. DESCRIPTION OF SERVICES	7
5. LICENSES AND STANDARDS.....	8
6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP.....	8
7. SUBCONTRACTS	9
8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE.....	11
9. USE OF COUNTY PROPERTY	13
10. NON-DISCRIMINATION.....	14
11. NOTICES.....	17
12. NOTICE OF DELAYS	18
13. INDEMNIFICATION	18
14. INSURANCE.....	18
15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS	23
16. CONFLICT OF INTEREST	24
17. ANTI-PROSELYTISM PROVISION	25
18. SUPPLANTING GOVERNMENT FUNDS.....	25
19. EQUIPMENT.....	25
20. BREACH SANCTIONS	27
21. PAYMENTS	28
22. OVERPAYMENTS	31
23. OUTSTANDING DEBT.....	31
24. FINAL REPORT.....	31
25. INDEPENDENT AUDIT.....	31
26. RECORDS, INSPECTIONS, AND AUDITS.....	32
27. PERSONNEL DISCLOSURE.....	34
28. EMPLOYMENT ELIGIBILITY VERIFICATION.....	37
29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....	38
30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	39
31. CONFIDENTIALITY	39
32. SECURITY.....	40
33. COPYRIGHT ACCESS.....	43
34. WAIVER	43
35. SERVICES DURING EMERGENCY AND/OR DISASTER.....	43
36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA.....	44
37. REPORTS	46
38. ENERGY EFFICIENCY STANDARDS.....	46
39. ENVIRONMENTAL PROTECTION STANDARDS.....	46
40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.....	47
41. POLITICAL ACTIVITY	49
42. TERMINATION PROVISIONS.....	49
43. COOPERATIVE CONTRACT.....	50
44. GOVERNING LAW AND VENUE.....	51
45. SIGNATURE IN COUNTERPARTS.....	51

ATTACHMENT A

1. POPULATION TO BE SERVED.....	1
2. DEFINITIONS	2
3. OUTCOME OBJECTIVES.....	14
4. HOURS OF OPERATION.....	15
5. GENERAL REQUIREMENTS	16
6. SERVICE REQUIREMENTS	17
7. ADDITIONAL RESPONSIBILITIES	42
8. FACILITIES.....	46
9. MEETINGS.....	49
10. PERFORMANCE MONITORING.....	49
11. HANDLING COMPLAINTS	51

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12. BUDGET.....	55
13. STAFFING REQUIREMENTS.....	70
14. TRAINING.....	81
15. QUALITY ASSURANCE/QUALITY CONTROL.....	82

[ATTACHMENT B - Social Services Agency Policy and Procedure I 6: Information Technology Security and Usage](#)

[ATTACHMENT C - Social Services Agency Policy and Procedure F 21: Privacy and Security Incidents of Personally Identifiable Information \(PII\) and Confidential Information](#)

[ATTACHMENT D - Social Services Agency Information and Technology Security and Usage Agreement](#)

1. TERM

1 The term of this ~~Agreement~~Contract shall commence ~~on~~ July 1, ~~2016~~2022, and
 2 terminate on June 30, ~~2021~~2025, unless earlier terminated pursuant to the provisions of
 3 Paragraph 4242 of this ~~Agreement~~Contract; however, CONTRACTOR shall be obligated to
 4 perform such duties as would normally extend beyond this term, including, but not limited
 5 to, obligations with respect to indemnification, audits, reporting and accounting. This
 6 Contract may be renewed thereafter for a two-year term upon mutual agreement of both
 7 Parties. The COUNTY does not have to provide a reason if it elects not to renew this
 8 Contract.

9
 10
 11
 12
 13 2. ALTERATION OF TERMS

14 2.1 This ~~Agreement~~Contract, including any ~~Exhibit~~Attachment(s) attached hereto and
 15 incorporated by reference, fully expresses all understandings of the parties and is the
 16 total ~~Agreement~~agreement between the parties as to the subject matter of this
 17 ~~Agreement~~Contract. No addition to, or alteration of, the terms of this
 18 ~~Agreement~~Contract, whether written or verbal, ~~by the parties, their officers, agents,~~
 19 ~~or employees, shall be~~are valid or binding unless made in the form of a written
 20 amendment to this ~~Agreement~~Contract which is formally approved and executed by
 21 both parties.
 22

23
 24
 25
 26
 27
 28
~~In the event CONTRACTOR's required compliance with subsequent changes in~~
~~COUNTY, State or Federal laws, regulations or policies result in an additional and unanticipated~~
~~increase in CONTRACTOR's total costs under this Agreement, it is agreed that~~
~~ADMINISTRATOR will engage in subsequent negotiations to increase COUNTY's maximum~~
~~contractual obligation. CONTRACTOR acknowledges that any increase in COUNTY's maximum~~
~~obligation pursuant to this Paragraph is subject to approval by the County of Orange Board of~~
~~Supervisors. ADMINISTRATOR's obligation to engage in subsequent negotiations pursuant to~~
~~this Paragraph shall be contingent upon CONTRACTOR providing sufficient documentation~~
~~which clearly demonstrates that all additional, unanticipated costs are directly related to~~
~~CONTRACTOR's compliance with subsequent changes in law, regulations or policy.~~

##

2.2 The various headings, numbers, and organization herein are for the purpose of

[convenience only and shall not limit or otherwise affect the Contract.](#)

3. STATUS OF CONTRACTOR

- 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this ~~Agreement~~[Contract](#). Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.
- 3.2 CONTRACTOR, its agents, [and](#) employees ~~and volunteers~~ 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, ~~STAFFING~~

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the ~~Exhibits~~[Attachment A](#) to the ~~Agreement~~[Contract](#) between County of Orange and ~~MAXIMUS Human~~[Maximus US](#) Services, Inc., for the Provision of Case Management Services, attached hereto and incorporated herein by reference: ~~Exhibit "A" relating to Case Management Services and Exhibit "B" relating to Agreement to Comply with the County of Orange Social Services Agency Information Technology Security and Usage Policy.~~ CONTRACTOR shall operate continuously throughout the term of this ~~Agreement~~[Contract](#) with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum [funding](#) obligation, as set forth in this ~~Agreement~~[Contract](#), is not exceeded.

[4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by](#)

COUNTY.5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 27 of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California, ~~(hereinafter referred to as "State")~~, County of Orange, and all other appropriate governmental agencies to perform the services described in this ~~Agreement~~Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this ~~Agreement~~Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

5.2 In the performance of this ~~Agreement~~Contract, CONTRACTOR shall comply, ~~unless waived in whole or in part by ADMINISTRATOR~~, 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~~federally funded ~~Agreements~~Contracts in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from ~~Federal~~federal financial assistance programs and/or activities.

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP~~SUBCONTRACTS~~

6.1 Delegation and Assignment:

6.1.1 In the performance of this ~~Agreement~~Contract, CONTRACTOR may

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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~~ Contract requiring COUNTY approval.

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

6.2 Change of Ownership

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

~~1.1~~ SUBCONTRACTS ~~Subcontracts:~~

7.

~~6.2~~7.1 CONTRACTOR shall not subcontract for services under this ~~Agreement~~ Contract without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

7.1.1 Subcontracts of \$50,000 or less

7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this Contract. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

7.1.2 Subcontracts in excess of \$50,000

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

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

7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

services provided under the terms of this Contract. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.

~~7.8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY~~

~~DISCLOSURE~~/NAME CHANGE

~~7.1.8.1~~ 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:

~~7.1.1.1~~8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.

~~7.1.2~~8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

~~7.1.3~~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~~Contract.

##

~~7.2.8.2~~ Change in Form of Business Organization:

If, during the term of this ~~Agreement~~Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or ~~CONTRACTOR's relationship to~~when changes occur between CONTRACTOR and other businesses ~~dealing with CONTRACTOR under~~that could impact services provided through this ~~Agreement~~changesContract, 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~~Contract.

~~1.2~~ Real Property Disclosure:

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

5 1.2.1 ~~— The location by street address and city of any such real property.~~

6 1.2.2 ~~— The fair market value of any such real property as such value is reflected~~
 7 ~~on the most recently issued County Tax Collector's tax bill.~~

8 1.2.3 ~~— A detailed description of all existing and pending agreements, with~~
 9 ~~respect to the use or occupation of any such real property. Such description shall include, but not~~
 10 ~~be limited to:~~

11 1.2.3.1 ~~— The term duration of any rental, lease or license~~
 12 ~~agreement;~~

13 1.2.3.2 ~~— The amount of monetary consideration to be paid to the~~
 14 ~~lessor or licensor over the term of the rental, lease or license agreement;~~

15 1.2.3.3 ~~— The type and dollar value of any other consideration to~~
 16 ~~be paid to the lessor or licensor; and~~

17 1.2.3.4 ~~— The full names and addresses of all parties to any~~
 18 ~~agreement concerning the real property and a listing of liens (if any) thereof, together with a listing~~
 19 ~~by full names and addresses of all officers, directors and stockholders of any private corporation,~~
 20 ~~and a similar listing of all general and limited partners of any partnership which is a party.~~

21 1.2.4 ~~— A listing by full names of all of CONTRACTOR's officers, directors~~
 22 ~~and/or partners, members of its administrative and advisory boards, staff and consultants, who~~
 23 ~~have any family relationship by marriage or blood with a party to any agreement concerning real~~
 24 ~~property referred to in Subparagraph 7.3.3, immediately above, or who have any present or future~~
 25 ~~financial interest in such person's business, whether the entity concerned is a corporation or~~
 26 ~~partnership. Such listing shall also include the full names of all of CONTRACTOR's officers,~~
 27 ~~directors, partners and those holding a financial interest. Included are members of its advisory~~
 28 ~~boards, members of its staff and consultants, who have any family relationship by marriage or~~
~~blood to an officer, director, or stockholder of the corporation or to any partner of the partnership.~~
~~In preparing the latter listing, CONTRACTOR shall also indicate the names of the officers,~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

directors, stockholders, or partner(s), as appropriate, and the family relationship which exists between such person(s) and CONTRACTOR's representatives listed.

~~1.2.5 True and correct copies of all agreements with respect to any such real property shall be appended to the documentation described above and made a part thereof. If, during the term of this Agreement, there is a change in the agreement(s) with respect to real property where persons receive services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, describing such changes.~~

##

8.3 Name Change

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

8.9. USE OF COUNTY PROPERTY

~~1.3 COUNTY intends to permit CONTRACTOR the rent free use of office space, office furniture, and office equipment located in any and all offices and COUNTY facilities at which CONTRACTOR shall CONTRACTOR shall be co-located with COUNTY staff pursuant to, at a COUNTY facility(ies), to provide services under this Agreement, as is more particularly set forth in that certain lease or license agreement described in Subparagraph 8.2, below. As stated in the lease or license agreement, said office space, office furniture, and equipment shall be used solely by employees of CONTRACTOR while performing their assigned duties pursuant to this Agreement.~~

8.19.1 CONTRACTOR shall Contract. CONTRACTOR shall enter into a rent-free lease or license agreement(s) with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will the co-location and shall execute all terms and conditions of said agreement(s) upon ADMINISTRATOR's ADMINISTRATOR'S presentation of said document to CONTRACTOR. Failure to execute and abide by the terms of the lease or license agreement(s) will result in a breach of this

~~Agreement~~Contract.

~~8.29.2~~ 9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. COUNTY may, ~~in~~at its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.

~~9.10.~~ 9.10. NON-DISCRIMINATION

~~9.1~~10.1 In the performance of this ~~Agreement~~Contract, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws.

~~1.4~~ — ~~CONTRACTOR shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

~~9.2~~10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9.10 et seq.

10.3 Non-Discrimination in Employment

~~9.2~~10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

~~1.5~~ — ~~Non-Discrimination in Employment:~~

~~9.2~~10.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious

1 creed, color, national origin, ancestry, physical disability, mental disability,
 2 medical condition, genetic information, marital status, sex, gender, gender
 3 identity, gender expression, age, sexual orientation, military and veteran
 4 status, or any other protected group, in accordance with the requirements of
 5 all applicable ~~Federal~~[federal](#) or State laws. Notices describing the
 6 provisions of the equal opportunity clause shall be posted in a conspicuous
 7 place for employees and job applicants.

8
 9
 10
 11 ~~9.2.3~~[10.3.3](#) CONTRACTOR shall refer any and all employees desirous of filing
 12 a formal discrimination complaint to:

13 California Department of ~~Social Services~~[Fair Employment](#)

14 ~~Public Inquiry and Response Bureau~~
 15 ~~P.O. Box 944243, M.S. 8-3-23~~

16 ~~Sacramento~~[2218 Kausen Drive, Suite 100](#)

17 [Elk Grove, CA 94244-2430](#)[95758](#)

18 Telephone: ~~—~~ (800) ~~952-5253~~[884-1684](#)

19 ~~—~~ (800) ~~952-8349~~ ~~(For the hard of hearing)~~[700-2320 \(TTY\)](#)

20
 21
 22
 23
 24 ~~9.3~~[10.4](#) Non-Discrimination in Service Delivery:

25 ~~9.3.1~~[10.4.1](#) CONTRACTOR shall comply with Titles VI and VII of the Civil
 26 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
 27 1973, as amended; the Age Discrimination Act of 1975, as amended; the
 28 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~~[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

1 each may now exist or be hereafter amended. CONTRACTOR shall not
 2 implement any administrative methods or procedures which would have a
 3 discriminatory effect or which would violate the California Department of
 4 Social Services (CDSS) Manual of Policies and Procedures (MPP) Division
 5 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS
 6 shall have the right to invoke fiscal sanctions or other legal remedies in
 7 accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or
 8 any other laws, or the issue may be referred to the appropriate ~~Federal~~[federal](#)
 9 agency for further compliance action and enforcement of Subparagraph
 10 ~~9-6~~[10.4](#) et seq.

11 ~~9.3.2~~[10.4.2](#) CONTRACTOR shall provide any and all clients desirous of filing a
 12 formal complaint any and all information as appropriate:

13 ~~9.3.2.1~~[10.4.2.1](#) Pamphlet: "Your Rights Under California Welfare
 14 Programs" (PUB 13)

15 ~~9.3.2.2~~[10.4.2.2](#) Discrimination Complaint Form

16 ~~9.3.2.3~~[10.4.2.3](#) Civil Rights Contacts:

17 County Civil Rights Contact:

18 Orange County Social Services Agency

19 Program Integrity

20 Attn: Civil Rights Coordinator

21 P.O. Box 22001

22 Santa Ana, CA 92702-2001

23 Telephone: (714) 438-8877

24 State Civil Rights Contact:

25 California Department of Social Services

26 Civil Rights Bureau

27 P.O. Box 944243, M/S-~~15~~ 8-16-70

28 Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

_____ U.S. Department of Health and Human Services

~~_____ Office of Civil Rights
_____ 50 U.N. Plaza, Room 322
_____ 90 7th Street, Suite 4-100~~

_____ San Francisco, CA ~~94102~~94103

_____ Customer Response Center: (800) 368-1019

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

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

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

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

~~10.11.~~ NOTICES

~~10.11.1~~ All notices, requests, claims, correspondence, reports, ~~and/or~~ statements authorized or required by this ~~Agreement~~Contract, and/or other communications shall be addressed as follows:

_____ COUNTY: _____ County of Orange Social Services Agency
~~Contract~~ _____ Contracts Services

_____ 500 N. State College Blvd. ~~STE~~, Suite 100
_____ Orange, CA 92868

_____ CONTRACTOR: ~~MAXIMUS Human~~Maximus US Services, Inc.

~~_____ Project Director
_____ 1240 S. State College Blvd., Suite 200
_____ Anaheim, CA 92806~~

_____ 1891 Metro Center Drive
_____ Reston, VA 20190

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

11.2.1 Deposited in the United States mail, first class; postage prepaid and addressed as ~~above. Any notices, claims, correspondence, reports~~shown in

1 the Subparagraph 11.1;

2 11.2.2 Sent by Email;

3 11.2.3 Faxed and/or statements authorized transmission confirmed; or

4 11.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United
 5 Parcel Service, or required by this Agreement addressed in any other fashion
 6 shall be deemed not given. ADMINISTRATOR and
 7 CONTRACTOR expedited delivery service.

8 10.211.3 The parties each may mutually agree in writing designate by written notice
 9 from time to time, in the manner aforesaid, any change in the addresses address to
 10 which notices are must be sent.

11 11.12. NOTICE OF DELAYS

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

16 12.13. INDEMNIFICATION

17 12.13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
 18 writing by COUNTY, which approval shall not be unreasonably withheld, and hold
 19 U.S. Department of Health and Human Services, the State, COUNTY, and their
 20 elected and appointed officials, officers, employees, agents, and those special
 21 districts and agencies which COUNTY's Board of Supervisors acts as the governing
 22 Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or
 23 liability of any kind or nature, including, but not limited to, personal injury or
 24 property damage, arising from or related to the services, products, or other
 25 performance provided by CONTRACTOR pursuant to this Agreement Contract. If
 26 judgment is entered against CONTRACTOR and COUNTY by a court of competent
 27 jurisdiction because of the concurrent active negligence of COUNTY or COUNTY
 28 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be
 apportioned as determined by the court. Neither party shall request a jury
 apportionment.

13.14. INSURANCE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

~~13.1~~14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this ~~agreement~~Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by ~~County~~COUNTY from CONTRACTOR under this ~~agreement~~Contract. It is the obligation of ~~Contractor~~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~~Contract for inspection by COUNTY representative(s) at any reasonable time.

~~13.2~~14.3 ~~CONTRACTOR shall ensure that 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.~~ All deductibles and self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate~~If so requested, the CONTRACTOR shall provide copies of audited financial statements as evidence of insurance with a zero (0) by the appropriate line of coverage. its ability to pay its deductible or self-insured retention. Any self-insured retention (SIR) ~~or deductible~~ in an amount in excess of ~~\$25~~fifty thousand dollars

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~(\$50,000 (\$5,000 for automobile liability),)~~ shall specifically be approved by the ~~County Executive Office (CEO)/Office of~~ COUNTY's Risk ~~Management~~ Manager, or designee, upon review of CONTRACTOR's current audited financial report.

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

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

14.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies.

~~13.3~~14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this ~~Agreement~~ Contract, COUNTY may terminate this ~~Agreement~~ Contract.

~~13.4~~14.5 Qualified Insurer:

~~13.4.1~~14.5.1 The policy or policies of insurance ~~required herein~~ 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).

~~13.5~~14.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ~~rating~~ ratings.

~~13.6~~14.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence

	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
	\$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

~~13.7~~14.8 Required Coverage Forms:

~~13.7.1~~14.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

~~13.7.2~~14.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

~~13.8~~14.9 Required Endorsements:

~~13.8.1~~14.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

~~13.8.1.1~~14.9.1.1 An Additional Insured endorsement using ISO form CG ~~2010 or CG-2033~~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, ~~agents~~ as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

~~13.8.1.2~~14.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-

insurance maintained by the County of Orange shall be excess and non-contributing.

~~13.8.2~~14.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements, or policy wording which shall accompany the Certificate of Insurance.

~~13.8.2.1~~14.9.2.1 An Additional Insured endorsement ~~naming~~or policy wording including the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its ~~vicarious liability covered wrongful acts, errors or omissions committed by the CONTRACTOR in performing its professional services under the Contract.~~

~~13.9~~14.10 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

~~1.6 — 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.~~

~~13.10~~14.11 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees. or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

~~13.11~~14.13 CONTRACTOR shall notify ~~County~~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~~COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the ~~County~~COUNTY may suspend or terminate this ~~Agreement~~Contract.

~~13.12~~14.14 If CONTRACTOR's ~~Professional Liability, and/or~~ Network Security &

1 Privacy Liability ~~are "Claims Made" policy (ies);~~ is a "claims made" policy.
 2
 3 CONTRACTOR shall agree to maintain Network Security & Privacy Liability
 4 coverage for two (2) years following ~~the~~ completion of this ~~Agreement~~Contract.

5 ~~13.13~~14.15 The Commercial General Liability policy shall contain a severability of
 6 interests clause also known as a "separation of insureds" clause (standard in the ISO
 7 CG 0001 policy).
 8

9 ~~13.14~~14.16 Insurance certificates should be mailed to COUNTY at the address indicated
 10 in Paragraph ~~10~~11 of this ~~Agreement~~Contract.
 11

12 ~~13.15~~14.17 If CONTRACTOR fails to provide the insurance certificates and required
 13 endorsements within seven (7) business days of notification by CEO/County
 14 Procurement Office or ADMINISTRATOR, award may be made to the next qualified
 15 proponent.
 16

17 ~~13.16~~14.18 COUNTY expressly retains the right to require CONTRACTOR to increase
 18 or decrease insurance of any of the above insurance types throughout the term of this
 19 ~~Agreement~~Contract. Any increase or decrease in insurance will be as deemed by
 20 County of Orange Risk Manager as appropriate to adequately protect COUNTY.
 21

22 ~~13.17~~14.19 COUNTY shall notify CONTRACTOR in writing of mutually agreed upon
 23 changes in the insurance requirements. If CONTRACTOR does not deposit copies
 24 of acceptable certificates of insurance and required endorsements with COUNTY
 25 incorporating such changes within thirty (30) business days of receipt of such notice,
 26 this ~~Agreement~~Contract may be in breach without further notice to CONTRACTOR,
 27 and COUNTY shall be entitled to all legal remedies.
 28

~~13.18~~14.20 The procuring of such required policy or policies of insurance shall not be
 construed to limit CONTRACTOR's liability hereunder nor to fulfill the
 indemnification provisions and requirements of this ~~Agreement~~Contract, nor act in
 any way to reduce the policy coverage and limits available from the insurer.

~~14.15.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

15.1 Any instance in which CONTRACTOR becomes a party to any litigation against

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

~~14.1~~15.2 Any accident or incident relating to services performed under this Agreement which Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty four (24) hours of occurrence.

~~14.2~~15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or related relating to services performed by CONTRACTOR under this Agreement. Such report shall be submitted to COUNTY within twenty four (24) hours of occurrence. Contract.

~~14.3~~15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property. Such report shall be submitted to COUNTY within twenty four (24) hours of occurrence.

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

~~14.4~~15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.

~~15-16.~~ CONFLICT OF INTEREST

~~1.7~~—CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best COUNTY interests of COUNTY. This, In addition to the CONTRACTOR, this obligation shall apply to CONTRACTOR's employees, agents, relatives, and subcontractors, and third parties associated with accomplishing the work hereunder.

~~15.16.1~~ 16.1 provision of goods and services provided under this Contract. The
 CONTRACTOR's efforts shall include, but not be limited to, establishing
~~precautions to prevent~~ rules and procedures preventing its employees ~~or~~ agents, and
~~subcontractors~~ from ~~making, receiving, providing, or offering~~ gifts, entertainment,
 payments, loans, or other considerations which could be deemed to influence or
 appear to influence ~~individuals to act contrary to~~ COUNTY staff or elected officers
in the best interests ~~performance~~ of ~~COUNTY~~ their duties.

16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
interest between CONTRACTOR and COUNTY that may arise prior to, or during
the period of, Contract performance. While CONTRACTOR will be required to
provide this information without prompting from COUNTY any time there is a
change regarding conflict of interest, CONTRACTOR must also provide an update
to COUNTY whenever requested by COUNTY.

~~16.17.~~ 17. ANTI-PROSELYTISM PROVISION

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

~~17.18.~~ 18. SUPPLANTING GOVERNMENT FUNDS

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

~~18.19.~~ 19. EQUIPMENT

~~18.19.1~~ 19.1 All items purchased with funds provided under this ~~Agreement~~ Contract, or
 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost

1 of at least five thousand dollars (\$5,000), including sales tax, shall be considered
 2 Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and
 3 remain in COUNTY. The use of such items of Capital Equipment is limited to the
 4 performance of this ~~Agreement~~Contract. Upon the termination of this
 5 ~~Agreement~~Contract, CONTRACTOR shall immediately return any items of Capital
 6 Equipment to COUNTY or its representatives, or dispose of them in accordance with
 7 the directions of ADMINISTRATOR.
 8

9 CONTRACTOR further agrees to the following:
 10

11 ~~18.1.1~~19.1.1 To maintain all items of Capital Equipment in good working order and
 12 condition, normal wear and tear excepted.
 13

14 ~~18.1.2~~19.1.2 To label all items of Capital Equipment, do periodic inventories as
 15 required by ADMINISTRATOR, and to maintain an inventory list showing
 16 where and how the Capital Equipment is being used, in accordance with
 17 procedures developed by ADMINISTRATOR. All such lists shall be
 18 submitted to ADMINISTRATOR within ten (10) days of any request
 19 therefore.
 20

21 ~~18.1.3~~19.1.3 To report in writing to ADMINISTRATOR immediately after
 22 discovery, the loss or theft of any items of Capital Equipment. For stolen
 23 items, the local law enforcement agency must be contacted and a copy of
 24 the police report submitted to ADMINISTRATOR.
 25

26 ~~18.1.4~~19.1.4 To purchase a policy or policies of insurance covering loss or damage
 27 to any and all Capital Equipment purchased under this ~~Agreement~~Contract,
 28 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~~19.2 The purchase of any Capital Equipment by CONTRACTOR shall be
 requested in writing, shall require the prior written approval of ADMINISTRATOR,
 and shall fulfill the provisions of this ~~Agreement~~Contract which are appropriate and
 directly related to CONTRACTOR's service or activity under the terms of this
~~Agreement~~Contract. COUNTY may refuse reimbursement for any costs resulting

1 from Capital Equipment purchased, which are incurred by CONTRACTOR, if prior
2 written approval has not been obtained from ADMINISTRATOR.
3

4 ~~18.3~~19.3 ~~Personal~~ Computer Equipment:

5 No ~~personal~~ computers and/or personal electronic devices, such as tablets and laptop
6 computers, or any component thereof, may be purchased with funds provided under
7 this ~~Agreement~~Contract.
8

9 ~~18.4~~19.4 Use of COUNTY ~~Personal~~ Computer Equipment

10 COUNTY intends to permit CONTRACTOR the use of computer equipment
11 provided by ADMINISTRATOR. Said computer equipment shall be used solely by
12 employees of CONTRACTOR while performing their assigned duties pursuant to
13 this ~~Agreement~~Contract, and shall remain the property of COUNTY.
14 CONTRACTOR shall ~~enter into a separate computer usage agreement with~~
15 ~~ADMINISTRATOR, attached hereto as Exhibit B, regarding information security~~
16 ~~and use of computer equipment provided by ADMINISTRATOR, and will execute~~
17 ~~all terms and conditions of said agreement upon ADMINISTRATOR's presentation~~
18 ~~of said document to CONTRACTOR. Upon execution, the terms of the computer~~
19 ~~usage agreement shall be incorporated into this Agreement. CONTRACTOR shall be~~
20 ~~required to ensure that each of its employees, volunteers, consultants, or agents that~~
21 ~~has~~have access to COUNTY facilities and/or data contained in
22 ADMINISTRATOR's Computer Information System completes information
23 security and computer usage training provided by ADMINISTRATOR, signs and
24 adheres to ~~ADMINISTRATOR's information technology usage policy, signs~~the
25 ~~provisions in Attachment B and adheres to the required confidentiality agreements~~
26 ~~from ADMINISTRATOR~~C, and signs ~~Attachment D to this Contract and signs~~ and
27 adheres to any subsequent ~~agreements~~contracts required by ~~Federal, federal or State~~
28 ~~laws or other organizations, regulations.~~ CONTRACTOR's failure to have all
ContractorCONTRACTOR employees that have access to ~~County's~~COUNTY's
facilities and/or data execute the ~~agreement~~contracts and/or complete the training
shall ~~result in~~constitute a breach of this ~~Agreement~~Contract.

~~19-20.~~ BREACH SANCTIONS

~~19-120.1~~ Failure by CONTRACTOR to comply with any of the provisions, covenants,

1 or conditions of this ~~Agreement~~Contract shall be a material breach of this
 2 ~~Agreement~~Contract. In such event, ADMINISTRATOR may, and in addition to
 3 immediate termination and any other remedies available at law, in equity, or
 4 otherwise specified in this ~~Agreement~~Contract:
 5

6 ~~19.1.1~~20.1.1 Afford CONTRACTOR a time period within which to cure the
 7 breach, which period shall be established by ADMINISTRATOR; and/or
 8

9 ~~19.1.2~~20.1.2 Discontinue reimbursement to CONTRACTOR for and during the
 10 period in which CONTRACTOR is in breach, which reimbursement shall
 11 not be entitled to later recovery; and/or
 12

13 ~~19.1.3~~20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid
 14 by COUNTY those monies disallowed pursuant to Subparagraph ~~20.1.2~~
 15 above.
 16

17 ~~19.2~~20.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
 18 pursuant to this Paragraph, which notice shall be deemed served on the date of
 19 mailing.
 20

21. PAYMENTS

22 ~~20.1.1~~21.1 Maximum Contractual Funding Obligation:

23 The maximum funding obligation of COUNTY under this ~~Agreement~~Contract shall
 24 not exceed the amount of ~~\$29,131,234~~16,404,347, or actual allowable costs,
 25 whichever is less: ~~the~~ The estimated annual amount ~~of for each twelve (12) month~~
 26 period is as follows:

27 ~~21.1.1~~ \$5,703,401~~343,222~~ for July 1, ~~2016~~2022 through June 30, ~~2017; the amount~~
 28 ~~of 2023;~~

~~21.1.2~~ \$5,745,869~~452,639~~ for July 1, ~~2017~~2023 through June 30, ~~2018; the amount~~
~~of 2024; and~~

~~20.1.1~~~~21.1.3~~ \$5,821,669~~608,486~~ for July 1, ~~2018~~2024 through June 30, ~~2019; the~~
~~amount of \$5,891,215 for July 1, 2019 through June 30, 2020; and the~~
~~amount of \$5,969,080 for July 1, 2020 through June 30, 2021~~2025.

~~20.2~~21.2 Allowable Costs: ~~and Usage~~

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

Field Code Changed

1 pursuant to this ~~Agreement~~Contract, as defined in Title 2 CFR Part 200, or Title 48
 2 CFR Section 31.2 as applicable, or as approved by ADMINISTRATOR. However,
 3 COUNTY, ~~in~~at its sole discretion, may pay CONTRACTOR for anticipated
 4 allowable costs that will be incurred by CONTRACTOR for June ~~2017~~2023, June
 5 ~~2018, June 2019, June 2020~~2024, and June ~~2021~~2025, during the month of such
 6 anticipated expenditure.
 7
 8
 9

10 ~~1.8~~ Profit:

11 CONTRACTOR shall be paid monthly in arrears, for a total of \$373,120 for July 1, 2016 through June
 12 30, 2017; the amount of \$375,898 for July 1, 2017 through June 30, 2018; the amount of \$380,857 for
 13 July 1, 2018 through June 30, 2019; the amount of \$385,407 for July 1, 2019 through June 30, 2020; and
 14 the amount of \$390,501 for July 1, 2020 through June 30, 2021 for a total aggregate of \$1,905,783. Profit
 15 is part of and not in addition to the maximum obligation of COUNTY as stated in Subparagraph ~~20.1~~
 16 above.
 17

18 ~~20.3.2~~1.3 Claims:

19 ~~20.3.1~~21.3.1 CONTRACTOR shall submit monthly claims to be received by
 20 ADMINISTRATOR no later than the twentieth (20th) calendar day of the
 21 month for expenses incurred in the preceding month- except as detailed
 22 below in Subparagraph 21.3.4. In the event the twentieth (20th) calendar
 23 day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit
 24 the claim the next business day. COUNTY holidays include New Year's
 25 Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents'
 26 Day, Memorial Day, Independence Day, Labor Day, Columbus Day,
 27 Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and
 28 Christmas Day.

~~20.3.2~~21.3.2 All claims must be submitted on a form approved by
 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to
 submit supporting source documents with the monthly claim, including,
 inter alia, a monthly statement of services, general ledgers, supporting
 journals, time sheets, invoices, canceled checks, receipts, and receiving
 records, some of which may be required to be copied. Source documents
 that CONTRACTOR must submit shall be determined by
 ADMINISTRATOR and/or COUNTY's Auditor-Controller.
 CONTRACTOR shall retain all financial records in accordance with

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Paragraph ~~25 (Records, Inspections, and Audits) of this Agreement~~ 26 of this Contract.

~~20.3.3~~ 21.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

~~20.3.4~~ 21.3.4 Year-End and Final Claims:

~~20.3.4.1~~ 21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this ~~Agreement~~ Contract, as stated in Paragraph ~~11~~, by no later than May 31st of the following year that corresponds to each COUNTY fiscal year. - Claims received after May 31st of the following year that corresponds to each COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

~~20.3.4.2~~ 21.3.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200 or Title 48 CFR Section 31.2 as applicable, incurred and paid by CONTRACTOR pursuant to this ~~Agreement~~ Contract; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

~~1.8.1~~ ~~Seventy Five Percent Expenditure Notification:~~

~~1.8.1.1~~ ~~CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy five percent~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(75%) of the total contract authorizations under this Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to ADMINISTRATOR.

21-22. OVERPAYMENTS

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

22-23. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with ~~ADMINISTRATOR~~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~~Contract.

23-24. FINAL REPORT

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

24-25. INDEPENDENT AUDIT

24-25.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR, ~~a compliance audit an annual Independent Auditor's Report of CONTRACTOR's financial statements,~~ in accordance with the CDSS MPP Section 23-640.2. The audit must be performed in

1 accordance with generally accepted government auditing standards.
 2 CONTRACTOR shall cooperate with COUNTY, State, and/or ~~Federal~~federal
 3 agencies to ensure that corrective action is taken within six (6) months after issuance
 4 of all audit reports with regard to audit exceptions.
 5

6
 7 ~~24.2~~25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers
 8 October 1 through September 30. - CONTRACTOR shall provide
 9 ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles
 10 corresponding with the term of this ~~Agreement~~Contract. CONTRACTOR shall
 11 provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt.
 12 Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause
 13 for ADMINISTRATOR to deny payment under this or any subsequent
 14 ~~Agreement~~Contract with CONTRACTOR until such time as the required audit(s) are
 15 provided to ADMINISTRATOR. ADMINISTRATOR may modify
 16 CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.
 17

18
 19
 20
 21
 22 ~~25.26.~~ RECORDS, INSPECTIONS, AND AUDITS
 23

24 ~~25.1~~26.1 Financial Records:

25 ~~25.1.1~~26.1.1 CONTRACTOR shall prepare and maintain accurate and complete
 26 financial records. Financial records shall be retained, by CONTRACTOR,
 27 for a minimum of five (5) years from the date of final payment under this
 28 ~~Agreement~~Contract, or until all pending COUNTY, State, and
~~Federal~~federal audits are completed, whichever is later.

~~25.1.2~~26.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
 internal control, and financial reporting standards in conformity with
 generally accepted accounting principles established by the American
 Institute of Certified Public Accountants and to the satisfaction of
 ADMINISTRATOR.

~~25.2~~26.2 Client Records:

~~25.2.1~~26.2.1 CONTRACTOR shall prepare and maintain accurate and complete
 records of clients served and dates and type of services provided under the
 terms of this ~~Agreement~~Contract in a form acceptable to
 ADMINISTRATOR.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~25.2.2~~ 26.2.2 ~~All client records related to services~~ CONTRACTOR shall keep all COUNTY data provided ~~under~~ to CONTRACTOR during the ~~terms~~ term(s) of this Agreement shall be retained by CONTRACTOR ~~Contract~~ for a minimum of five (5) years from the date of final payment under this Agreement ~~Contract~~, or until all pending COUNTY, State, and Federal ~~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 ~~Contract~~, CONTRACTOR shall relinquish control with respect to ~~client records~~ COUNTY data to COUNTY in accordance with Subparagraph ~~42.242.2~~.

~~25.2.3~~ 26.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Agreement ~~Contract~~.

~~25.3~~ 26.3 Public Records:

~~With~~ To the ~~exception of client records or other records referenced in Paragraph 31, entitled Confidentiality~~ extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Agreement ~~Contract~~, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

~~25.4~~ 26.4 Inspections and Audits:

~~25.4.1~~ 26.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement ~~for the purpose of financial monitoring~~ ~~Contract~~. Further, all the

1 above mentioned persons have the right at all reasonable times to inspect or
 2 otherwise evaluate the work performed or being performed under this
 3 ~~Agreement~~Contract and the premises in which it is being performed.

4 ~~25.4.2~~26.4.2 CONTRACTOR shall make its books and ~~financial~~ records available
 5 within the borders of Orange County within ten (10) days of receipt of
 6 written demand by ADMINISTRATOR.
 7

8 ~~25.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and
 9 financial records within the borders of Orange County, CONTRACTOR
 10 agrees to pay all necessary and reasonable expenses incurred by COUNTY,
 11 or COUNTY's designee, necessary to obtain CONTRACTOR's books and
 12 ~~financial~~ records.
 13

14 ~~25.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of
 15 COUNTY's liability to the State or Federal ~~government~~Government or any
 16 agency thereof resulting from any disallowances or other audit exceptions
 17 to the extent that such liability is attributable to CONTRACTOR's failure
 18 to perform under this ~~Agreement~~Contract.
 19

20 ~~25.5~~26.5 Evaluation Studies:

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

25 ~~26.27.~~ PERSONNEL DISCLOSURE

26 ~~27.1~~ This Paragraph 27 applies to all of CONTRACTOR's personnel providing services
 27 through this Contract, paid and unpaid, including those identified in Paragraph 13 of
 28 Attachment A (hereinafter referred to as "Personnel").

~~26.1~~27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of
 all ~~personnel~~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:

~~26.1.1~~27.2.1 Names and dates of birth of all ~~full or part time personnel by title,~~
 including ~~volunteer personnel~~Personnel by title, whose direct services are

required to provide the programs described herein;

~~26.1.2~~27.2.2 A brief description of the functions of each position and the hours each person works each week; or for part-time ~~personnel~~Personnel, each day or month, as appropriate;

~~26.1.3~~27.2.3 The professional degree, if applicable, and experience required for each position; and

~~26.1.4~~27.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

~~26.2~~27.3 Where authorized by law, ~~CONTRACTOR's employment applications~~and in a manner consistent with California Government Code Section 12952, ~~CONTRACTOR~~ shall require ~~applicants~~prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information ~~not disclosed in the employment application~~ discovered subsequent to the hiring or promotion of any ~~applicant~~prospective Personnel shall be cause for termination ~~of that employee~~ from the performance of services under this ~~Agreement~~Contract.

~~26.3~~27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all ~~employees and/or volunteers~~Personnel who will have direct, interactive contact with clients served through this ~~Agreement~~Contract: U.S. Department of Justice National Sex Offender Website (~~www.nsopw.gov~~)(www.nsopw.gov) and Megan's Law Sex Offender Registry (~~www.meganslaw.ca.gov~~)(www.meganslaw.ca.gov).

~~26.4~~27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all ~~employees (direct service and administrative) funded through this Agreement and also all non funded staff (e.g., volunteers, in-kind staff, etc.)~~Personnel who will have direct, interactive contact with clients served through this ~~Agreement~~Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~Agreement~~Contract.

27.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.

~~26.5~~27.7 In the event a record is revealed through the processes described in Subparagraphs ~~26.3 and 26.4~~, 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of ~~personnel~~Personnel providing services through this ~~Agreement~~Contract.

~~26.6~~27.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~Personnel assigned by CONTRACTOR to provide services under this ~~Agreement~~Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this ~~Agreement-Contract~~. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for ~~each employee and/or volunteer~~Personnel assigned to provide services under this ~~Agreement~~Contract, for a minimum of five (5) years from the date of final payment under this ~~Agreement~~Contract, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is later, in compliance with all applicable laws.

~~26.7~~27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid employee and/or volunteer staff~~Personnel performing services under this ~~Agreement~~Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such ~~employee and/or volunteer~~Personnel may continue to provide services under this ~~Agreement~~Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this ~~Agreement~~Contract, pursuant to Paragraph 20 above.

~~26.8~~27.10 ~~Acting reasonably~~, COUNTY has the right to approve or disapprove all of

Field Code Changed

CONTRACTOR's ~~staff~~Personnel performing work hereunder, and any proposed changes in CONTRACTOR's ~~staff~~Personnel.

~~26.9~~27.11 COUNTY shall have the right to require CONTRACTOR to remove any ~~employee~~Personnel from the performance of services under this ~~Agreement~~Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~Personnel.

~~26.10~~27.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~Personnel is terminated for cause from working on this ~~Agreement~~Contract.

~~26.11~~27.13 Disqualification, if any, of CONTRACTOR ~~staff~~Personnel, pursuant to this Paragraph ~~26.27~~ shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this ~~Agreement~~Contract.

27.28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

~~2. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

~~2.1 In order to comply with child support enforcement requirements of COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

this Agreement:

- (a) ~~in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;~~
- (b) ~~in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;~~
- (c) ~~a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and~~
- (d) ~~a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.~~

~~2.2 The failure of CONTRACTOR to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.~~

~~2.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.~~

28.29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, ~~volunteers, consultants, or agents~~, subcontractors, and all other individuals performing services under this ~~Agreement~~Contract report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such ~~employee, volunteer, consultant or agent~~employees, agents, subcontractors, and all other individuals performing services under

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

this Contract to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and ~~will~~shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

29-30. 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~~www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

30-31. CONFIDENTIALITY

~~30-1~~31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, 362.5 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

~~30-2~~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 ~~staff~~employees, agents, ~~employees~~subcontractors, and ~~volunteers~~all other individuals performing services under this Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and ~~volunteer staff who may provide~~all other individuals performing services for CONTRACTOR under this ~~Agreement~~Contract to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain ~~the~~ confidentiality pursuant to State and federal law and the terms of ~~any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only~~

1 during such audit. ~~CONTRACTOR shall comply with any audits specified in~~
 2 ~~Paragraph 25, provide reports and any other information required by COUNTY in~~
 3 ~~the administration of this Agreement, and as otherwise permitted by law~~Contract.

4 ~~30.331.3~~ CONTRACTOR shall inform all of its employees, agents, subcontractors,
 5 ~~volunteers and partners~~and all other individuals performing services under this
 6 Contract of this provision and that any person violating the provisions of said ~~State~~
 7 California state law may be guilty of a crime.

8 ~~30.431.4~~ CONTRACTOR agrees that any and all subcontracts entered into shall be
 9 subject to the confidentiality requirements of this ~~Agreement~~Contract.

10 ~~2.4~~ CONTRACTOR agrees to maintain the confidentiality of its records with respect
 11 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
 12 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
 13 hereafter be amended.

14 ~~2.4.1~~ No access, disclosure or release of information regarding a child who is
 15 the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization
 16 is in doubt, no such information shall be released without the written approval of a Judge of the
 17 Juvenile Court.

18 ~~2.4.2~~ CONTRACTOR must receive prior written approval of the Juvenile
 19 Court before allowing any child to be interviewed, photographed or recorded by any publication
 20 or organization or to appear on any radio, television or internet broadcast or make any other public
 21 appearance. Such approval shall be requested through child's Social Worker.

22 32. SECURITY

23 32.1 Security Requirements

24 ~~32.1.1~~ CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
 25 COUNTY-related records and information pursuant to all statutory laws
 26 relating to privacy and confidentiality that currently exists or exists at any
 27 time during the term of this Contract. CONTRACTOR represents and
 28 warrants that it has implemented and will maintain during the term of this
Contract administrative, physical, and technical safeguards to reasonably

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

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

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

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

32.1.1.4 Firewall protection.

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

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

32.2 Security Breach Notification

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

1 through unauthorized use, disclosure, or acquisition of COUNTY data
2 (“Security Breach”), CONTRACTOR shall immediately notify COUNTY
3 of its discovery. After such notification, CONTRACTOR shall, at its own
4 expense, immediately:
5

6 32.2.1.1 Investigate to determine the nature and extent of the Security
7 Breach.
8

9 32.2.1.2 Contain the incident by taking necessary action, including, but not
10 limited to, attempting to recover records, revoking access, and/or
11 correcting weaknesses in security.
12

13 32.2.1.3 Report to COUNTY the nature of the Security Breach, the
14 COUNTY data used or disclosed, the person who made the
15 unauthorized use or received the unauthorized disclosure, what
16 CONTRACTOR has done or will do to mitigate any harmful effect
17 of the unauthorized use or disclosure, and the corrective action
18 CONTRACTOR has taken or will take to prevent future similar
19 unauthorized use or disclosure.
20

21 32.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will
22 determine what actions are necessary in response to the Security Breach and
23 who will perform these actions. Actions may include, but are not limited to:
24 notifications; investigation and remediation costs, including notification of
25 all whose personal information was disclosed; outside investigation;
26 forensics; counsel; crisis management; and credit monitoring. In the event
27 COUNTY determines CONTRACTOR will conduct additional action(s),
28 CONTRACTOR shall bear the costs. In the event COUNTY conducts
additional actions(s) arising out of or in connection with a Security Breach,
CONTRACTOR shall reimburse COUNTY for costs associated to legally
required actions.

32.3 Privacy and Confidentiality

32.3.1 CONTRACTOR may use or disclose Personally Identifiable Information
(PII) only as permitted in this Contract and only to assist in the
administration of services in accordance with Title 45 CFR Section 205.50

1 et seq. and WIC Section 10850 or as authorized or required by law.
 2 Disclosures required by law or that are made with the explicit written
 3 authorization of the client are allowable. Any other use or disclosure of PII
 4 requires the express approval in writing of CDSS. CONTRACTOR shall not
 5 duplicate, disseminate or disclose PII except as allowed in this Contract.
 6

7
 8 32.3.2 Access, disclosure or use of PII in a manner or for a purpose not authorized
 9 by this Contract may be subject to civil and criminal sanctions contained in
 10 applicable federal and State statutes.
 11

12 32.3.3 CONTRACTOR shall advise personnel who have access to PII, of the
 13 confidentiality of the information, the safeguards required to protect the
 14 information, and the civil and criminal sanctions for non-compliance
 15 contained in applicable federal and State laws.
 16

17 ~~31.~~ 33. COPYRIGHT ACCESS
 18

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

24 ~~32.~~ 34. WAIVER
 25

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

~~3.~~ PETTY CASH

~~CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed
 one thousand dollars (\$1,000.00).~~

~~4.~~ PUBLICITY

~~35. INFORMATION AND SOLICITATIONS, PREPARED AND RELEASED BY
 SERVICES DURING EMERGENCY AND/OR DISASTER~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

35.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

35.2 CONTRACTOR, ~~concerning the~~ 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 under this Agreement shall state~~ during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additional profit margin as a result of providing services during an emergency or disaster shall not be permitted. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

36.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:

36.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

~~32.1.1~~36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through COUNTYCounty, State, and Federal ~~government~~Government funds.;

~~4.1 — CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Agreement within the following conditions:~~

~~4.1.1 — CONTRACTOR shall develop all publicity material in a professional manner; and~~

~~4.1.2 — During the term of this Agreement, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY. COUNTY shall not unreasonably withhold written consent.~~

~~5. — COUNTY RESPONSIBILITIES~~

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—will provide

~~consultation; and~~

~~32.1.2~~36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social media policies and procedures and ~~technical assistance~~, have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and ~~will monitor performance of CONTRACTOR in meeting~~ Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the ~~terms of this Agreement~~. Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

~~33.37.~~ REPORTS

~~33.137.1~~ CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this ~~Agreement~~Contract.

~~33.237.2~~ 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~~Contract, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

~~34.38.~~ 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).

~~35.39.~~ ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act ~~(Title 42 USC Section 7401 et seq., Section 508 of)~~, 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:

~~35.139.1~~ No facility to be utilized in the performance of the proposed grant has been

1 listed on the EPA List of Violating Facilities;

2
3
4 ~~35.239.2~~ It will notify COUNTY prior to award of the receipt of any communication
5 from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to
6 be utilized for the grant is under consideration to be listed on the EPA List of
7 Violating Facilities; and

8
9
10 ~~35.339.3~~ It will notify COUNTY and EPA about any known violation of the above
11 laws and regulations.

12 ~~36.40.~~ CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
13 CERTAIN FEDERAL TRANSACTIONS

14
15
16 ~~36.140.1~~ CONTRACTOR shall be in compliance with Section 319 of Public Law 101-
17 121 pursuant to ~~Title 31 USC~~ Section 1352 ~~and the guidelines with respect to those~~
18 ~~provisions set down by the OMB and published in the Federal Register dated~~
19 ~~December 20, 1989, Volume 54, No. 243, pp. 52306-52332, Title 31, U.S. Code.~~
20 Under these laws and regulations, it is mutually understood that any contract which
21 utilizes ~~Federal~~ federal monies in excess of \$100,000 must contain and
22 CONTRACTOR must certify compliance utilizing a form provided by
23 ADMINISTRATOR that ~~cites the following:~~ includes the text below in
24 Subparagraphs 0 - 40.1.1.4.
25
26
27
28

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

~~36.1.1~~ 40.1.1 B.— The offeror, by signing its offer, hereby undersigned certifies
to the best of his or her knowledge and belief ~~as of December 23, 1989,~~ that

:

40.1.1.1 ~~No Federal~~ 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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

~~36.1.1.1~~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 ~~on his or her behalf~~ in connection with ~~the awarding of any Federal contract, the making of any Federal~~this Contract, grant, ~~the making of any Federal~~ loan, ~~the entering into of any~~ or cooperative agreement, ~~contract, the undersigned shall complete~~ and ~~the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;~~submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

~~1) — If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror~~The undersigned shall ~~complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and~~

~~36.1.1.2~~40.1.1.3 He or she will include~~require that~~ the language of this certification ~~in be included in the award documents for all subcontract awards~~subawards at ~~any tier~~all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and ~~require that all recipients of subcontract awards in excess of \$100,000~~ that subrecipients shall certify and disclose accordingly.

~~36.1.1.3~~40.1.1.4 C. — This certification is a material representation of

1 fact upon which reliance was placed when this transaction was
 2 made or entered into. Submission of this certification ~~and~~
 3 ~~disclosure~~ is a prerequisite for making or entering into this
 4 ~~Agreement~~transaction imposed by Section 1352, Title 31, ~~USC~~
 5 U.S. Code. Any person who ~~makes an expenditure prohibited~~
 6 ~~under this provision or who fails to file or amend the disclosure~~
 7 ~~form to be filed or amended by this provision,~~ the required
 8 certification shall be subject to a civil penalty of not less than
 9 \$10,000; and not more than \$100,000; for each such failure.

10 37.41. POLITICAL ACTIVITY

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

14 38.42. TERMINATION PROVISIONS

15 38.142.1 ADMINISTRATOR may terminate this ~~Agreement~~Contract without penalty,
 16 immediately with cause or after thirty (30) days written notice without cause, unless
 17 otherwise specified. Notice shall be deemed served on the date of mailing. Cause
 18 shall include, but not be defined as limited, to any breach of contract, any partial
 19 misrepresentation ~~or whether negligent or willful,~~ fraud on the part of
 20 CONTRACTOR—, discontinuance of the services for reasons within
 21 CONTRACTOR's reasonable control, and repeated or continued violations of
 22 COUNTY ordinances unrelated to performance under this Contract that, in the
 23 reasonable opinion of COUNTY, indicate a willful or reckless disregard for
 24 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
 25 terminate this ~~Agreement~~Contract shall relieve COUNTY of all further obligations
 26 under this ~~Agreement~~Contract.

27 38.242.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days prior to the
 28 expiration date of this Contract, or upon notice of termination of this Contract
 ("Transition Period"), CONTRACTOR agrees to cooperate with
 ADMINISTRATOR in the orderly transfer of service responsibilities, ~~active case~~
~~records, and pertinent documents.~~ case records, and pertinent documents. The

Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

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

38.342.4 The obligations of COUNTY under this ~~Agreement~~Contract are contingent upon the availability of ~~Federal~~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~~Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this ~~Agreement~~Contract, reduce COUNTY's maximum funding obligation, or modify this ~~Agreement~~Contract, without penalty. The decision of ADMINISTRATOR ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. —CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

38.442.5 If any term, covenant, condition, or provision of this ~~Agreement~~Contract or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this ~~Agreement~~Contract shall ~~not remain in full force and effect and shall in no way~~ be affected, impaired, or invalidated thereby.

43. COOPERATIVE CONTRACT

43.1 The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price contracts, providing for their own acceptance, and making any subsequent

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

payments. CONTRACTOR shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. CONTRACTOR is responsible for providing each cooperative entity a copy of this Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

39-44. GOVERNING LAW AND VENUE

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

40-45. SIGNATURE IN COUNTERPARTS

40-45.1 The parties agree that separate copies of this ~~Agreement~~Contract may be signed by each of the parties, and this ~~Agreement~~Contract will have the same force and effect as if the original had been signed by all the parties.

##

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

##

WHEREFORE, the parties hereto have executed this Agreement.

By: _____ By: _____

ADAM C. POLATNICK CHAIRWOMAN OF THE BOARD OF SUPERVISORS

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Maximus US Services, Inc.

Print Name Title

Signature Date

Print Name Title

Signature Date

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

~~AND ASSISTANT GENERAL COUNSEL~~
~~MAXIMUS HUMAN SERVICES, INC.~~

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
County of Orange, California

Purchasing Agent/Designee Authorized Signature:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Print Name Title

Signature Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____ DEPUTY

Dated: _

EXHIBIT

Print Name	Title
Signature	Date

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(WRR1015) WMR1022

Page 55 of ~~42~~
April ~~21, 2016~~ 12, 2022

(43

Formatted: Font: 12 pt, Font color: Auto

ATTACHMENT A
 TO
 BETWEEN
 COUNTY SCOPE OF ORANGE WORK
~~MAXIMUS HUMAN SERVICES, INC.~~
 FOR THE PROVISION OF CASE MANAGEMENT SERVICES

~~1. PROGRAM OBJECTIVE~~

~~It is mutually understood that the primary objective of the CalWORKs program is to foster family well-being by enhancing employability of Participants through engagement in preparatory activities and placement in paying jobs, with appropriate support, where they will earn enough, or consistently progress toward enough earnings, to be considered self-sufficient and leave the CalWORKs program within State requirements.~~

1. POPULATION TO BE SERVED

CONTRACTOR shall:

1.1 ~~Provide~~ provide services to ~~Welfare to Work (WTW) Participants~~ participants referred by ADMINISTRATOR ~~to CONTRACTOR for Case Management Services,~~ in accordance with ~~CalWORKs/WTW program requirements and COUNTY Policy.~~ Referred individuals include Participants receiving CalWORKs aid payments, or non-aided adults with an aided CalWORKs child; Temporary Aid to Needy Families (TANF), California Work Opportunity and Responsibility to Kids Act of 1997 (CalWORKs), Welfare-to-Work (WTW) Program requirements, and/or COUNTY policy, hereafter referred to as "PARTICIPANT(s)."

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

1.2.1 Individuals required to participate in TANF and/or CalWORKs ~~timed out adults, undocumented/WTW;~~

1.2.2 Exempt Volunteers;

1.2.3 Timed Out Individuals;

1.2.4 Sanctioned Individuals;

1.2.5 CalWORKs Youth; and/or

1.2.6 Individuals who are either part of the CalWORKs Assistance Unit (AU) or ~~non-citizen adults, Supplemental Security Income (SSI) recipients, and~~

~~other adults as defined~~ AU.

~~1.1.1~~ PARTICIPANT(s) referred by ADMINISTRATOR.

~~1.2~~ Work with not defined in Subparagraph 0 and ~~motivate difficult to place~~ Participants who have multiple barriers, which may include a resistance to program participation; as well as those individuals who possess a high level Subparagraph 1.2 of existing job skills and experience and are job ready.

~~1.3~~ Provide Attachment A to this Contract may be referred for services ~~to those of~~ diverse ethnic backgrounds, in a culturally responsive manner, and in a manner responsive to those with literacy, language, and/or sociocultural issues that may present barriers to employment, including a resistance to pursuing employment in occupations that may be perceived as nontraditional.

~~1.4~~ Engage CalWORKs families, including Child-Only Families who are not currently meeting WTW participation requirements, in WTW Activities consistent with prevailing State statutes and program regulations, and within CalWORKs/WTW program requirements and COUNTY Policy.

~~1.2.1.3~~ Provide services in facilities and locations throughout Orange County and collocate in CALWORKs/WTW office locations specified as determined by the COUNTY to approximately fifty percent (50%) of the total WTW Participants in the County of Orange. ADMINISTRATOR.

2. DEFINITIONS

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

~~1.5~~ All Families: Cases with one (1) or more adults who are required to participate in WTW Activities.

~~2.12.2~~ All Other Families: An Assistance Unit that includes one (1) or two (2) aided parent(s) with one who is disabled or caretaker(s); and does not meet the definition of a Two-Parent Family or Zero-Parent Family.

~~2.22.3~~ Appraisal: An individualized interview utilizing the Online CalWORKs Appraisal

1 Tool (OCAT) conducted by ~~Welfare To Work (WTW)~~ staff ~~with the Participant~~ to
 2 evaluate ~~his/her~~ PARTICIPANT(s) skills, work history, education, and barriers to
 3 employment, to ~~appropriately~~ assign WTW Activities and arrange ~~necessary~~
 4 Supportive Services.
 5

6
 7 ~~1.6~~ — Assistance Unit (AU): A ~~family that has been~~ group of related persons living in the
 8 same home who have been determined eligible for CalWORKs.
 9

10 ~~1.7~~ — Barriers to Employment: Circumstances that interfere with WTW participation,
 11 employment, or Job Services as defined in Subparagraph 4.7.3 below.
 12

13 ~~2.32.4~~ Behavioral Health Services (BHS): Services provided by Orange County Health Care
 14 Agency (HCA) staff ~~and~~ for Participants in need of treatment for mental health
 15 and/or substance abuse issues which pose barriers to employment whom cash aid has
 16 been authorized.
 17

18 ~~2.42.5~~ Cal-Learn: A mandatory program for pregnant and custodial teen parents under the
 19 age of nineteen (19), who have not obtained a high school diploma or equivalent and
 20 are receiving CalWORKs, ~~that provides fiscal incentives and disincentives as well as~~
 21 ~~needed supportive services and intensive case management to encourage these~~
 22 ~~pregnant/parenting teens to stay in or return to school and graduate~~. The program is
 23 voluntary after the PARTICIPANT(s) turns nineteen (19) years of age and is
 24 unavailable once the PARTICIPANT(s) turns twenty (20) years of age.
 25

26 ~~1.8~~ — CalWIN: ADMINISTRATOR's ~~electronic data system that records Participant~~
 27 ~~activities and progress, payments for Supportive Services, and CalWORKs eligibility~~
 28 ~~determination~~.

~~2.6~~ CalWORKs: CalWORKs Outcomes and Accountability Review (Cal-OAR): Cal-
 OAR establishes a local, data-driven program management system that facilitates
 continuous improvement of county CalWORKs programs by collecting, analyzing,
 and disseminating outcomes and best practices.

~~1.9~~ — CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997
 as described in ~~WIC~~ California Welfare and Institutions Code (WIC) Section 11200 et seq.

~~2.52.7~~ CalWORKs (Federal) Activities: ~~WTW Activities outside of the~~ CalWORKs (State)
~~WTW 24 Month Time Clock that meet Federal work requirements and must conform~~

~~to federal core and non-core hourly requirements as described in WIC Sections 11322.8(b) and 11322.85(a)(3);~~ is a program administered by County Welfare Departments that provides cash assistance, case management, job services, job training, and supportive services to assist CalWORKs recipients in overcoming barriers to obtaining and/or maintaining stable employment, with the goal of achieving economic self-sufficiency.

2.8 CalWORKs ~~(State)~~ 2.0: An approach which uses tools and training strategies to help set goals that are tailored to PARTICIPANT(s) strengths in order to achieve self-sufficiency.

~~2.62.9~~ CalWORKs Federal Standards: PARTICIPANT(s) may participate in Core Activities: ~~The full range of CalWORKs WTW activities during~~ as defined in Subparagraph 1.1 that meet the CalWORKs ~~(State) WTW 24 Month Time Clock with no core federal~~ hourly requirement. participation each week depending on the family composition.

~~1.10 CalWORKs (State) WTW 24 Month Time Clock: A period of WTW eligibility applicable to all individuals who are required to participate in the CalWORKs/WTW program pursuant to State regulations. Months that count are cumulative during an individual's lifetime on CalWORKs assistance.~~

~~2.10~~ CalWORKs/WTW CalWORKs Minimum Standards: PARTICIPANT(s) may participate in Non-Core Activities as defined in Subparagraph 2.31 that meet the CalWORKs Minimum hourly participation requirements each week depending on the family composition.

~~2.72.11~~ Case Manager (CM): An employee of ADMINISTRATOR or CONTRACTOR who provides Case Management Services to program ~~Participants~~ PARTICIPANT(s) as determined by ADMINISTRATOR.

~~1.11 Case Management Staff: Employees of CONTRACTOR in the Case Manager or Specialized Case Manager classification.~~

~~2.82.12~~ Caseload: The number of cases assigned ~~to a CM~~ in each period for which the CM is responsible. Caseload is the sum of PARTICIPANT(s) who consist of unduplicated

[referrals and ongoing cases.](#)

~~1.12 Cause Determination: A process conducted between the Participant and the CM, to determine if a noncompliant Participant has good cause for failing or refusing to meet program requirements.~~

~~1.13 Child-Only Family: A CalWORKs AU in which all parents or caretaker relatives are non-aided and excluded or ineligible to CalWORKs.~~

[2.13 Client Intervention Meetings: Meetings \(e.g., Family Support Assessment, Family Resource Center Case Management Team, Children and Family Team\) attended by individuals with diverse expertise as determined by ADMINISTRATOR who collaborate to assist the CalWORKs family in identifying their strengths and needs and optimize the WTW Activities and services to reach self-sufficiency.](#)

~~2.92.14 Compliance Plan: A written plan developed by in collaboration between the PARTICIPANT(s) and the CM, during the Good Cause Determination process, to correct Participant the PARTICIPANT(s) noncompliance with CalWORKs/WTW program requirements.~~

~~1.14 Core WTW Activities: Employment based activities described in WIC sections 11322.8(b) and 11322.85(a) (3). The following are the minimum number of hours a participant, depending on family composition, must spend each week participating in Core WTW Activities. Of the required weekly participation hours:~~

~~1.14.1 At least a minimum average of twenty (20) hours for single parents with a child under six (6) years old;~~

~~1.14.2 A minimum average of thirty (30) hours for single parents with no child under six (6) years old; or~~

~~1.14.3 A minimum average of thirty-five (35) hours for a Two-Parent AU.~~

~~2.102.15 COUNTY Policy: Orange County that meet the CalWORKs/WTW Policies and Procedures 100 Series through 600 Series, and any other direction or instructions provided in writing by ADMINISTRATOR, including Federal Standards which include, but are not limited to, emails and FSS: Unsubsidized/Subsidized Employment, Work Experience, Work Study, community service, Job Search and Job Readiness Assistance, Vocational Education and Training, Self-Initiated~~

Program ~~Summaries as defined in Subparagraph 3.28 of Exhibit A.~~ providing child care to a community service program participant, and/or Cal-Learn.

2.16 Curing Plan: A written plan developed in collaboration between the PARTICIPANT(s) and the CM, after the twenty (20) day Good Cause Determination deadline, to inform the PARTICIPANT(s) of the requirements to restore aid.

2.17 Domestic Abuse Services: Services provided by a designated Domestic Abuse Services Unit staff that assist ~~CalWORKs applicants and recipients~~ PARTICIPANT(s) who disclose current or past existence of domestic abuse ~~as~~ and consent to being referred to the ~~result~~ Domestic Abuse Services.

2.18 Employment Readiness Assessment: An evaluation of ~~assaultive~~ 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 ~~coercive behavior~~ mental conditions.

2.19 Exemption: When a PARTICIPANT(s) is not required to participate in the WTW Program due to certain conditions(s) or circumstance(s).

2.20 Exempt Volunteer: CalWORKs PARTICIPANT(s) who are not required to participate in WTW but may volunteer to participate.

2.21 Family Reunification Services: CalWORKs services that ~~occurs~~ Children & Family Services (CFS) determines necessary for reunifying parent(s) with their child/children.

~~2.14~~ 2.22 Family Stabilization: A voluntary component of the WTW Program intended to assist families facing crisis or a difficult circumstance. Services are designed to ensure a basic level of stability within a ~~domestic relationship including, but~~ family when a PARTICIPANT(s) presents a crisis or destabilizing situation that impairs PARTICIPANT(s)' ability prior to, or concurrently with, participation in WTW Activities. Services may include, but are not limited to, ~~physical, sexual and psychological abuse, economic control, stalking, isolation and threats,~~ intensive case management and additional barrier-removal services and activities, such as, but not limited to, homelessness, mental health, substance use, and domestic violence.

~~1.15~~ Domestic Abuse Services Unit (DASU): Designated staff, who provide domestic

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

abuse services to CalWORKs clients.

~~1.16 Earned Income Tax Credit: A tax credit for employed individuals who have earned income under specified limits as outlined in the Department of the Treasury, Internal Revenue Service, Publication 596.~~

~~2.23 Employment Support~~ Good Cause Determination: A process conducted between the PARTICIPANT(s) and the CM to determine if a noncompliant PARTICIPANT(s) has good cause for failing or refusing to meet CalWORKs/WTW Program requirements.

~~2.24 Independent Job Search: A WTW Activity for PARTICIPANT(s) who are job ready and can independently search and apply for job openings. PARTICIPANT(s) complete an assigned number of employer contacts and job applications.~~

~~2.122.25 Integrated Job Services: Services provided to Participants~~ to PARTICIPANT(s) to address barriers to participation and increase the likelihood of securing employment, retaining employment, and increasing income, thereby reducing assistance payments and recidivism, while promoting family stability and economic self-sufficiency.

~~2.26 Engagement: The process of ensuring~~ Job Search and Job Readiness Assistance (JSR): JSR is intended to provide the participant with up-front employment readiness and structured job search assistance. JSR may follow the appraisal activity if the participant's Online CalWORKs Appraisal Tool (OCAT) identifies him or her as having minimal barrier to employment that may be addressed through the JSR activity.

~~2.27 Job Skills Training (JST): JST is designed to build and enhance skills related to a Participant has a signed WTW Plan~~ participant's experience, interests, and is assigned employment goals.

~~2.132.28 Mental Health and Substance Use Services: Services provided to~~ PARTICIPANT(s) referred by ADMINISTRATOR with appropriate mental health and substance use services necessary for successful completion of their WTW Activities.

~~1.17 Exemption: When a CalWORKs recipient is not required to participate in the WTW~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

program due to certain conditions(s) or circumstance(s).

~~1.18 Family Stabilization: Services designed to ensure a basic level of stability within a family when a Participant presents a crisis or destabilizing situation that impairs the Participant's ability prior to, or concurrently with, participation in WTW Activities.~~

~~1.19 FSS Program Summary (ies): Monthly summary of updates, reminders, clarifications, and/or new information that may replace or enhance program, operational and computer information systems policies, procedures and/or guidelines.~~

~~1.20 Full-Time Employed: A Participant in All-Other-Families who works or is self-employed a minimum average of twenty (20) hours weekly for single-parents with a child under six (6) years old, a minimum average of thirty (30) hours weekly for single-parents with no child under six (6) years old, or a Participant in Two-Parent-Families who works or is self-employed a minimum average of thirty-five (35) hours weekly.~~

~~1.21 Imaged Case Record: An electronic copy of the scanned case record.~~

~~1.22 Job Placement: Employment of a Participant who is earning at least minimum wage, as referenced in COUNTY Policy.~~

~~1.23 Manual of Policies and Procedures (MPP): The California Department of Social Services (CDSS) Manual of Policies and Procedures that outlines requirements for the administration of CalWORKs/WTW and other assistance-related programs.~~

~~1.24 Multi-Disciplinary Team (MDT): A team of individuals with diverse expertise that meets to review case and family elements to optimize the WTW Activities. MDT members may consist of the following: CM, Facilitator, BHS staff, Public Health Nurse, educational providers, designated COUNTY staff, DASU staff, ADMINISTRATOR's Children and Family Services Division (CFS) Senior Social Worker, and all other relevant individuals per COUNTY Policy and/or as approved by ADMINISTRATOR.~~

~~2.142.29 Mutual Client: A client-PARTICIPANT(s) who has both an a CalWORKs and a CFS case open or pending CalWORKs case and an open and is working with CFS case staff and a WTW CM.~~

~~1.25 Narrative: A record of contacts with the Participant and others. The record may include, among other information, component activities, pending and/or authorized Supportive~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~Services, language needs, and cause determinations.~~

~~2.152.30~~ ~~Noncompliance~~Non-Compliance: A failure or refusal by the ~~Participant~~PARTICIPANT(s) to comply with WTW ~~program~~Program requirements, or to meet satisfactory progress requirements, without good cause.

~~1.26~~ ~~Non-core WTW Activities~~: ~~Non-core WTW activities are education and self-improvement based, as described in WIC Sections 11322.8(b) and 11322.85(a) (3). The Participant may supplement Core WTW Activities with Non-Core WTW Activities for the additional number of hours needed to meet participation requirements specified in Subparagraph 6.2.2 of this Exhibit A.~~

2.31 Non-Core Activities: WTW Activities that meet the CalWORKs Minimum Standards which include, but are not limited to: Job Skills Training directly related to employment; Adult Basic Education, ESL, high school diploma, general education development certificate of instruction; education directly related to employment; and specialized services such as mental health, substance use, and domestic violence.

~~2.162.32~~ Notice of Action: A written notice sent to CalWORKs recipients when there is an approval, change, discontinuance, or denial of request for services or form provided to a household informing them of an action which has been or will be taken concerning the household's eligibility status or level of benefits.

~~2.172.33~~ One-Stop Career Centers: Employment-based facilities which integrate community-based service providers into single workforce centers, in which COUNTY participates, which provide comprehensive career services and labor market information to Participants PARTICIPANT(s) seeking jobs under various Federal federal and State funded programs. The centers are established statewide under S.B. 1417 (Chapter 819, Statutes of 1994), to implement a collaborative system of employment, training and education programs and services, in support of California's economic development.

~~2.182.34~~ Online CalWORKs Appraisal Tool (OCAT): A state mandated web-based Appraisal tool used by all case managers statewide CMs during the CalWORKs/WTW Appraisal and Re-Appraisal process to appraise clients for assess PARTICIPANT(s) needs, barriers, strengths, and capacity to work. OCAT must be

utilized for all Appraisals and Reappraisals: readiness.

~~1.27 — Orange County CalWORKs Plan: A list of major program goals and objectives; and a description of major program elements which contribute to those goals and objectives.~~

~~2.192.35~~ Orientation: A presentation that is conducted ~~either~~ individually or in a group setting ~~by another COUNTY contracted service provider during which Participants are informed about the~~ that consists of an overview of CalWORKs and WTW Program requirements, including ~~information about cash aid, the WTW Program benefits, PARTICIPANT(s)' Rights and Responsibilities, Supportive Services, and ~~other~~ transitional ~~benefits available to them.~~~~

~~2.202.36~~ Participant ~~PARTICIPANT:~~ An individual who is required to participate, or has voluntarily enrolled, in the CalWORKs/WTW ~~program~~ Program pursuant to federal and State regulations.

~~1.28 — Participation Rates: Percentage of CONTRACTOR's caseload that meets the minimum participation requirements as established by the Orange COUNTY CalWORKs Plan. Until validated report data is available from ADMINISTRATOR's computer information system, a statistically representative random sample of CONTRACTOR's caseload will be used to complete manual case reviews to determine CONTRACTOR's participation rate. It is mutually understood that the State requires COUNTY to conduct a review of cases to determine COUNTY's participation rate, and that the State determines which cases will be included in this review. Any cases assigned to CONTRACTOR that are included in the review directed by the State will be included as a subset of the sample of CONTRACTOR's cases.~~

~~1.29 — Recipient: An individual who is receiving CalWORKs cash aid payments.~~

~~1.30 — Refugees: Persons as defined in 8 USC 1101 (a) (42) (A). A refugee is a "person who is outside any country of such person's nationality or, in the case of a person having no nationality, is outside any country in which such persons habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well founded fear of persecution on account of race, religion, nationality, membership of a particular social group, or political opinion."~~

~~1.31 — Rights and Responsibilities: A form that includes an explanation of~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CalWORKs/WTW program Participant reporting responsibilities, and the Participant's right to a fair hearing if he/she is dissatisfied with any decision by COUNTY or CONTRACTOR concerning eligibility for benefits, amount of benefits, or entitlement to services, including employment services.

~~1.32 Sanction: A penalty consisting of a reduction in the AU grant by removing a noncompliant Participant from the AU. A sanction is imposed when the Participant fails or refuses, without good cause, to sign a WTW plan or participate in assigned WTW Activities.~~

2.37 Re-Appraisal: An interview completed after Appraisal, when the PARTICIPANT(s)' circumstances change or there is a change in WTW Activities, participation requirements, or Supportive Services needs.

2.38 Regional Occupational Program: A public program which provides high school students and adults free important occupational skills.

2.39 Self-Employment: Employment that does not involve an employer, produces income at least at the federal minimum wage, and may include independent work on commission. Hours worked are determined based on the PARTICIPANT(s)' gross income and the federal minimum wage.

~~1.33 Self-Initiated Program (SIP): An education approvable WTW Activity for PARTICIPANT(s) who self-enroll in an undergraduate degree or training certificate program in which the Participant has enrolled before or at the time he/she is initially required that leads to participate in WTW Activities and employment prior to the Appraisal process, ~~as defined in Subparagraph 4.4 of Exhibit A.~~~~

~~2.212.40 Senior Social Worker (SSW): An employee of ADMINISTRATOR who is responsible for an assigned caseload in CFS and/or ADMINISTRATOR's Family Self-Sufficiency Division (FSS).~~

~~2.222.41 Subsidized Employment: Employment in which a portion of the wage is paid the PARTICIPANT(s)' employer is partially or fully reimbursed for wages and/or training costs through a government subsidy.~~

~~2.232.42 Supportive Services: Payments provided to or on behalf of Participants PARTICIPANT(s) for ancillary, child care childcare, and transportation~~

expenses [in order to participate in WTW](#).

~~1.34 [Team Decision Making \(TDM\)](#): A team of individuals with diverse expertise that meets when requested by CFS staff. The goal of TDM is to involve family and community members, along with caregivers, service providers and agency staff in all decisions regarding child removal, placement and reunification, and to ensure a network of support for children and the adults who care for them.~~

~~2.24~~[2.43](#) [Temporary Assistance for Needy Families \(TANF\)](#): A ~~Federal~~[federal](#) public assistance program known as CalWORKs in California, under which needy families receive financial assistance.

~~2.25~~[2.44](#) [Two-Parent Family](#): An AU that includes two (2) aided non-disabled, natural, or adoptive parents of the same aided or ~~Supplemental Security Income/State Supplementary Program (SSI/SSP)~~[non-aided](#) minor child(~~ren~~) living in the home.

~~2.26~~[2.45](#) [Unsubsidized Employment](#): Employment ~~without government~~[compensated by the employer at least at the state minimum wage. The employer does not receive any governmental](#) subsidy.

~~1.35 [Vocational Assessment](#): An evaluation of employability and the need for support services considering work history, employment skills, knowledge and abilities, education, educational competency level, local labor market conditions, physical limitations, or mental conditions. Vocational Assessments are conducted through another COUNTY contracted service provider.~~

[2.46 \[Vocational Education and Training\]\(#\)](#): Training provided by various community partners in specific job skills combining classroom theory with practical laboratory exercises.

~~2.27~~[2.47](#) [Welfare-To-Work \(WTW\)](#): A mandated program under ~~the~~ CalWORKs ~~Act~~, which requires non-exempt parents or caretakers in ~~families on~~[a](#) CalWORKs ~~assistance~~[AU](#) to meet work requirements by participating in WTW Activities, with a goal of unsubsidized employment leading to self-sufficiency.

~~2.28~~[2.48](#) [WTW Activities](#): ~~Allowable~~[A list of allowable](#) activities ~~to which the Participant~~[that PARTICIPANT\(s\)](#) may be assigned ~~as specified in the WIC and the~~

~~Orange County CalWORKs Plan.~~

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
- 2.49 WTW Plan: An agreement developed by the CM and Participant in collaboration with the PARTICIPANT that specifies which activities the Participant shall engage in, and the assigned WTW Activities, participation requirements, Supportive Services to be provided that support participation in the assigned activities, and time frames for completing the assigned WTW Activities.
- 2.50 WTW Sanction: A financial penalty consisting of a reduction in the AU grant by removing a noncompliant PARTICIPANT from the AU. A sanction is imposed when a PARTICIPANT fails or refuses, without good cause, to sign a WTW plan or participate in assigned WTW Activities.
- ~~2.29~~2.51 Work Experience (WEX): A time limited paid or unpaid training activity with a public or private sector, including nonprofit agency or for-profit employers, which provides the PARTICIPANT(s) with basic job skills, enhances existing job skills in a position related to the PARTICIPANT(s)' experience, or provides a needed community service that shall lead to unsubsidized employment.
- ~~2.30~~2.52 Work Participation Hours: The number of hours per week a Participant is required to engage in WTW Activities, based on State requirements. Rate: The percentage of Orange County's caseload, including COUNTY and CONTRACTOR caseloads, that meets the minimum work participation requirements in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy.
- 2.53 Work Participation Requirements: The minimum number of work participation hours per week required per AU in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy.
- 2.54 Work Study: A WTW Activity available to qualified students at local community colleges and universities. This activity is used primarily to supplement participation hours spent in Vocational Education and Training activities.
- ~~2.31~~2.55 Workforce Investment Act (WIA)/Workforce Innovation and Opportunity Act (WIOA): The Federal federal WIA of 1998 provides the framework for a national workforce preparation and employment system. Title I of WIA authorizes and funds a number of several employment and training programs in California. Workforce

1 investment activities authorized by WIA are provided at the local level via One-Stop
 2 Career Centers, to ~~Participants in need of those services. These Participants may~~
 3 ~~include job seekers, dislocated workers, youth, incumbent workers, new entrants to~~
 4 ~~the workforce, veterans, persons with disabilities, and employers.~~ PARTICIPANT(s)
 5 in need of those services. The WIA's primary purpose is to provide workforce
 6 investment activities that increase the employment, retention, and earnings of
 7 ~~Participants,~~ PARTICIPANT(s), and increase occupational skill attainment by
 8 ~~Participants. WIA programs were reauthorized by the enactment of the Federal~~
 9 ~~Workforce Innovation and Opportunity Act on July 22, 2014.~~ PARTICIPANT(s).

10 2.322.56 Zero Parent Family: A CalWORKs AU in which all parents/caretaker
 11 relatives are non-aided and/or ineligible.

12 ~~2. SERVICE DELIVERY MODEL~~

13 ~~3. CONTRACTOR SHALL PROVIDE CASE MANAGEMENT SERVICES,~~
 14 ~~AS DEFINED IN SUBPARAGRAPH 5.2 OF THIS EXHIBIT A, DIRECTLY, IN~~
 15 ~~ACCORDANCE WITH ALL CALWORKS/WTW REGULATIONS, CALIFORNIA~~
 16 ~~LEGISLATION, AND COUNTY POLICY.~~ OUTCOME OBJECTIVES

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

19 3.1 Throughout the term of the Contract:

20 3.1.1 CONTRACTOR shall provide services ~~in~~ to approximately fifty percent
 21 (50%) of PARTICIPANT(s) eligible for Case Management Services, as
 22 specified by ADMINISTRATOR.

23 3.1.2 Ninety-five percent (95%) of PARTICIPANT(s) within CONTRACTOR's
 24 caseload referred to CONTRACTOR by ADMINISTRATOR will be
 25 scheduled for an Orientation within three (3) business days of receipt of the
 26 case by CONTRACTOR from ADMINISTRATOR.

27 3.1.3 Ninety-five percent (95%) of PARTICIPANT(s) within CONTRACTOR's
 28 caseload referred to CONTRACTOR by ADMINISTRATOR will be
scheduled for an Appraisal within (5) business days from CONTRACTOR
making initial contact with PARTICIPANT(s).

3.1.4 CONTRACTOR shall resolve the sanction and restore aid for ten percent

(10%) of PARTICIPANT(s), in sanctioned status, within CONTRACTOR's caseload or referred to CONTRACTOR by ADMINISTRATOR.

~~2.33~~ 3.2 Ensure that at least twenty percent (20%) of PARTICIPANT(s) within CONTRACTOR's caseload or referred to CONTRACTOR, on a quarterly basis, attain and/or maintain earnings that meet the following ~~sequence~~ criteria:

~~2.1~~ Orientation

~~3.2.1~~ Group Orientations State minimum wage; and

~~3.2.1.1~~ Meet TANF participation requirements by completing all required hours with employment based on PARTICIPANT(s) family type; or

~~3.2.1.2~~ Are employed a minimum of twenty (20) hours per week and participating in a concurrent WTW Activity to meet the required TANF participation requirements based on PARTICIPANT(s) family type.

~~3.3~~ CONTRACTOR shall ~~be provided by another COUNTY contracted service provider~~ achieve a TANF Work Participation Rate of fifty percent (50%) for PARTICIPANT(s) within CONTRACTOR's caseload or referred to CONTRACTOR, on a quarterly basis.

4. HOURS OF OPERATION

~~4.1~~ CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 7:00 a.m. to 5:30 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. ~~an Orientation to Participants on an individual basis, as needed. The~~ However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible. CONTRACTOR shall offer employed PARTICIPANT(s) support via CONTRACTOR's Employee Assistance Program by phone, Monday through Sunday, twenty-four (24) hours each day.

~~4.2~~ CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day,

Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 4.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 20, and shall not be reimbursed.

5. GENERAL REQUIREMENTS

CONTRACTOR shall:

- 5.1 Ensure delivery of services is based on the following principles:
- 5.1.1 Sensitive to literacy, language, and socio-cultural issues that may impact PARTICIPANT(s);
 - 5.1.2 Integrated, coordinated, and easily accessible resources for PARTICIPANT(s);
 - 5.1.3 Strength-based, family-friendly, and family-centered services;
 - 5.1.4 Community-based, integrated services that coordinate federal, State, and community funding opportunities; and
 - 5.1.5 Outcome-driven and focused on identifying indicators that accurately reflect progress towards stated Outcome Objectives in Paragraph 3 of Attachment A.
- 5.2 Work with and motivate PARTICIPANT(s) with multiple barriers to enhance their employability through engagement in preparatory activities and placement in paying jobs, with appropriate support, where PARTICIPANT(s) will earn enough, or consistently progress towards enough earnings, to be considered self-sufficient.
- 5.3 Ensure Case Management Services components include: Orientation; Appraisal; Employment and Job Services; SIP; Employment Readiness Assessment; WTW Plan; WTW Activities; maintaining weekly and/or monthly contacts; Specialized Case Management as specified in Subparagraph 6.8 of Attachment A, Exemptions, Non-Compliance, and other Case Management Services.
- 5.4 Provide information deemed necessary by ADMINISTRATOR to complete any federal and/or State-required reports related to services provided.
- 5.5 Provide PARTICIPANT(s) with ongoing case management to help

PARTICIPANT(s) meet their participation requirements and overcome barriers to participation to achieve and maintain economic self-sufficiency.

5.6 Provide bilingual staff to serve PARTICIPANT(s) who speak Arabic, English, Farsi, Spanish, Vietnamese, or any other language consistent with and having a constant ratio to the target populations, as determined by ADMINISTRATOR.

5.7 Outside translation services will be utilized for those PARTICIPANT(s) whose primary language is other than those listed in Subparagraph 5.6 above or any other language in which the CONTRACTOR's staff are not fluent. When the PARTICIPANT(s) exhibits the need for outside translation services, the CONTRACTOR shall obtain prior written authorization from ADMINISTRATOR.

5.8 Ensure CONTRACTOR's staff is trained and competent in: TANE, CalWORKs/WTW Program requirements and/or COUNTY policies and procedures; COUNTY data system(s); welfare fraud and child abuse/elder abuse reporting requirements; the State Hearing process; and Civil Rights compliance requirements.

6. SERVICE REQUIREMENTS

CONTRACTOR shall provide the following services:

6.1 Orientation ~~shall consist of an overview of~~

6.1.1 Schedule the Orientation with PARTICIPANT(s) within three (3) business days of receipt of the case by CONTRACTOR from ADMINISTRATOR;

6.1.2 Arrange transportation, childcare, or other supports to enable PARTICIPANT(s) to participate in Orientation;

6.1.3 Conduct reminder contact and ensure support services are in place for PARTICIPANT(s) one (1) business day prior to the scheduled Orientation;

6.1.4 Ensure the Orientation is completed as required by ~~CalWORKs and WTW Programs, including benefits, responsibilities,~~ /WTW Program requirements and/or COUNTY policy;

6.1.5 Document Orientation scheduling and completion in the COUNTY data system;

6.1.6 Schedule an Orientation at a time and place that does not interfere with the PARTICIPANT(s)' WTW Activity; and

6.1.7 Make a Good Cause Determination based on the PARTICIPANT(s)'

circumstances.

6.2 Appraisal

6.2.1 Schedule the Appraisal with PARTICIPANT(s) within five (5) business days of initial contact with PARTICIPANT(s);

6.2.2 Arrange transportation, childcare, or other supports, prior to scheduled Appraisal;

6.2.3 Conduct reminder contacts and ensure support services are in place for PARTICIPANT(s) one (1) business day prior to the scheduled Appraisal;

6.2.4 Conduct an Appraisal with the PARTICIPANT(s) utilizing OCAT and CalWORKs 2.0 tools;

6.2.5 Document the Appraisal scheduling and completion in COUNTY data system(s) upon scheduling and completing the Appraisal;

Offer, explain, and complete referrals to Supportive Services, and transitional benefits, per COUNTY Policy.

~~2.2~~ if the Appraisal

~~CONTRACTOR shall conduct an individualized interview with the Participant utilizing OCAT to evaluate his/her skills, work history, education, and barriers to employment, to appropriately assign WTW Activities and arrange necessary Supportive Services. Participants who are required to participate in WTW are also required to participate in approved activities as specified in Subparagraph 4.7 of Exhibit A. CONTRACTOR shall record all Appraisals in OCAT. ADMINISTRATOR, in its sole discretion, may modify the terms of this Paragraph.~~

6.2.6 If the results of the Appraisal indicate that Participant may face the PARTICIPANT(s) faces barriers that impair his/her/their ability to participate in WTW Activities, CONTRACTOR shall immediately refer Participant to services;

6.2.7 Conduct a Re-Appraisal as required by COUNTY ADMINISTRATOR; and

6.2.8 Include the following in Appraisals:

6.2.8.1 Evaluation and assistance in preparation of the family's monthly

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

budget.

6.2.8.2 Information regarding the PARTICIPANT(s)' WTW Rights and Responsibilities, including good cause, compliance, grievance, and appeals processes.

6.2.8.3 Evaluation and explanation of available Supportive ~~Policy.~~ Services ~~may.~~

6.3 Integrated Job Services

6.3.1 Refer PARTICIPANT(s) to Integrated Job Services to assist in overcoming barriers and achieving self-sufficiency.

~~2.2.1~~ PARTICIPANT(s) not referred to Integrated Job Services include, but are not limited to, ~~Behavioral Health Services, Domestic Abuse Services, and Family Stabilization.~~

~~2.3~~ Job Services

~~2.3.1~~ CONTRACTOR shall assign Participants to Job Services per COUNTY Policy. Job Services is provided by a COUNTY contracted service provider and is typically the first WTW Activity for most Participants.

~~2.3.2~~ Exceptions include, but are not limited to:

~~2.3.2.1~~ Participants employed the required number of hours as set forth in Subparagraph 6.2.2 of Exhibit A;

~~2.3.3.1~~ 6.3.2 ParticipantsPARTICIPANT(s) in the Cal-Learn Program~~as defined in COUNTY Policy.~~

~~2.3.2.2~~ Victims of domestic abuse;

~~2.3.4~~ Participants in a Self-Initiated Program (SIP);

~~2.3.2.3~~ Participants referred to special programs, such as those offered by the State of California Department of Rehabilitation.

~~2.4~~ Self-Initiated Programs

~~2.3.4.1~~ 6.4.1 SIP Participants will be referred to the CM to develop a WTW Plan, as described in Subparagraph 4.6 of Exhibit A. CONTRACTOR shall reviewReview and approve each education or training program in which a ParticipantSIP PARTICIPANT(s) was enrolled prior to the date of Appraisal, ~~as defined in Subparagraph 4.2 of Exhibit A.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~2.4.1.1~~ ~~CONTRACTOR~~, with ~~ADMINISTRATOR's~~ approval when appropriate, shall:

~~2.34.2~~~~6.4.2~~ ~~4.4.1.1.1~~ Approve or deny the SIP ~~according to~~ per TANF, CalWORKs/WTW Program requirements and/or COUNTY policy;

~~2.34.3~~~~6.4.3~~ ~~4.4.1.1.2~~ Monitor the required number of hours ~~as set forth in Subparagraph 4.4.2 of Exhibit A,~~ in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy;

~~2.34.4~~~~6.4.4~~ ~~4.4.1.1.3~~ Monitor attendance of ~~Participants, satisfactory progress~~ PARTICIPANT(s) in their approved ~~SIPs,~~ SIP and ~~ensure their rapid~~ transition the PARTICIPANT(s) to employment when they have completed ~~those programs,~~ their SIP;

~~2.34.5~~~~6.4.5~~ ~~CONTRACTOR shall ensure Participants~~ Ensure PARTICIPANT(s) who are enrolled in an education/training program ~~resulting in~~ less than the required number of weekly hours ~~per Subparagraph 6.2.2 of Exhibit A,~~ are participating in concurrent WTW Activities which, ~~when combined with the education/training program,~~ will result in meeting the required number of weekly hours ~~per Subparagraph 6.2.2 of Exhibit A,~~ in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy; and

~~2.34.6~~~~6.4.6~~ ~~CONTRACTOR shall ensure~~ Ensure that in a two (2)-parent household, consisting of two (2) SIPs, each parent shall participate at the minimum ~~of 30 hours per week in allowable hours,~~ weekly hours in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy.

~~2.4.2~~ ~~CONTRACTOR shall use the vocational goal in lieu of the Vocational Assessment in developing the WTW Plan. Participants enrolled in a SIP may not have received a Vocational Assessment as described in Subparagraph 4.5 of Exhibit A.~~

~~2.5~~ ~~Vocational Assessment and Learning Disability Evaluation~~

~~6.5~~ ~~CONTRACTOR shall refer Participant(s) to Vocational~~ Employment Readiness Assessment

~~6.5.1~~ Refer PARTICIPANT(s) to Employment Readiness Assessment as required

by ADMINISTRATOR.

~~2.5.1 If Employment Readiness Assessment per COUNTY Policy. Assessments are conducted by another COUNTY contracted service provider.~~

~~2.34.76.5.2~~ CONTRACTOR shall refer Participant(s) for a Learning Disability Evaluation (LDE) when the CM administers a learning disability screening that results in indicates evidence of a learning disability; refer PARTICIPANT(s) for a Learning Disability Evaluation, as required by ADMINISTRATOR.

~~2.5.1.1 The WTW Plan shall include appropriate accommodations for an identified learning disability (ies); CONTRACTOR shall take into account the agreement and cooperation of the Participant.~~

~~2.356.6~~ Welfare-To-Work Plan

~~CONTRACTOR shall develop a WTW Plan with Participants required to participate in WTW Activities in accordance with COUNTY Policy. Participant's individual needs, employment goal and the result of the Vocational Assessment as described in Subparagraph 4.5 shall be utilized to determine the type of services and order in which they are offered. WTW Activities shall be selected from the approved activities listed in Subparagraph 4.7 of Exhibit A. The WTW Plan shall include the allowable WTW Activities for the required number of hours to move the Participant into employment, per Subparagraph 6.2.2 of Exhibit A. Concurrent WTW Activities may be needed to meet required participation hours.~~

~~2.5.2~~ CONTRACTOR shall:

~~2.5.2.1 Initiate monitoring Participant's compliance in WTW Activities immediately upon transfer of the case to CONTRACTOR.~~

~~2.5.2.2 Complete a written WTW Plan, signed by the Participant, within specified timeframes, in accordance with COUNTY Policy.~~

~~2.5.2.3 Engage in timely, appropriate, and ongoing communication with designated COUNTY staff, provide designated COUNTY staff with a copy of the signed WTW Plan, review the WTW Plan with designated COUNTY staff, notify designated COUNTY staff of any changes or problems, and request assistance as needed.~~

~~2.6~~ WTW Activities

1 ~~CONTRACTOR shall refer Participants to WTW Activities per COUNTY Policy.~~
2 Participants who are required to participate in WTW are also required to participate continuously
3 per COUNTY Policy. Failure of a Participant to comply with WTW Program requirements may
4 result in a reduction or loss of CalWORKs benefits. Core WTW Activities for CalWORKs (Federal)
5 Activities outside of the CalWORKs (State) WTW 24 Month Time Clock are employment based.
6 Non-core WTW Activities for CalWORKs (Federal) Activities outside of the CalWORKs (State)
7 WTW 24 Month Time Clock are based on education and employment preparation. CONTRACTOR
8 shall assign the required number of hours of Core WTW Activities and Non-core WTW Activities
9 per COUNTY Policy. WTW Activities are offered to ensure Participants' access to services that
10 will facilitate and expedite their ability to become self-sufficient. Allowable WTW Activities
11 include:
12
13
14
15
16

17 ~~2.6.1 — Adult Basic Education~~

18 Adult Basic Education is provided by local public educational agencies such as adult education programs, community colleges, and the Regional
19 Occupational Program (ROP). These services include reading, writing, arithmetic, high school proficiency or General Educational Development
20 (GED) certificate of instruction, and English as a Second Language (ESL). Adult Basic Education is typically not a stand-alone activity and should
21 be assigned in conjunction with another approved WTW Activity or Activities, with the noted exceptions of recommendation from the Vocational
22 Assessment to address language barriers or for WTW exempt or volunteer Participants.
23

24 ~~2.6.2 — Employment~~

25 Employment may be unsubsidized and/or subsidized from either the public or private sector. Self-employment shall be income-producing and equal
26 to at least the Federal minimum wage requirements for hours worked, based on the Participant's net gross income.
27

28 ~~2.6.3 — Job Services~~

Job Services are provided in accordance with Subparagraph 4.3 of Exhibit A and consist of up to a maximum of six weeks in a twelve-month period,
with no more than four consecutive weeks of the following services:

~~2.6.3.1 — Training sessions in which Participants learn various job
search skills including interviewing skills, completing job applications, preparing résumés, and
understanding employer expectations, as well as participating in motivational activities;~~

~~2.6.3.2 — Active job search in which Participants seek
employment with the assistance of an employment counselor; and~~

~~2.6.3.3 — Employment counseling which focuses on obtaining a
job and maintaining employment.~~

~~2.6.4 — HCA Behavioral Health Services (BHS)~~

Mental health and substance abuse services are provided by County of Orange Health Care Agency (HCA). CONTRACTOR shall offer the
Behavioral Health Questionnaire provided by ADMINISTRATOR, if COUNTY staff has not or if there is an identified need subsequent to any prior
offerings. CONTRACTOR will also complete a referral for BHS, when appropriate, per COUNTY Policy.

~~2.6.4.1 Services provided by HCA include:~~~~4.7.5.1.1 Evaluation to identify the level of Participant's mental health, treatment, and rehabilitation needs;~~~~4.7.5.1.2 Case Management of mental health or substance abuse services; and~~~~4.7.5.1.3 Treatment and rehabilitation services with a focus on counseling to overcome barriers to obtaining and retaining employment in coordination with a Participant's WTW Plan.~~~~2.6.4.2 Hours spent in mental health and/or substance abuse~~~~treatment activities, assigned as part of the Participant's WTW Plan, shall count towards hourly participation requirements as set forth in Subparagraph 6.2.2 of Exhibit A.~~~~2.6.5 Domestic Abuse Services~~~~CONTRACTOR shall offer a referral to DASU if domestic abuse is suspected, or if a Participant self-discloses that she/he is a victim of domestic abuse. WTW Activities are assigned, on a case-by-case basis, according to the level of assessed risk and other pertinent case information, including the individual's employment history, prospects for obtaining employment, housing stability, and adequacy of child care arrangements.~~~~2.6.6 Family Stabilization~~~~CONTRACTOR shall offer a referral for Family Stabilization services for an evaluation when a Participant presents with a crisis or destabilizing situation that impairs the Participant's ability to participate in WTW Activities. Services may include, but are not limited to, intensive case management and additional barrier removal services and activities, such as, but not limited to, homelessness, mental health, substance abuse, and domestic violence. These short term services are available to assist individuals who are experiencing a crisis or situation that destabilizes the family and impairs the Participant's ability to meet WTW participation requirements.~~~~2.6.7 On the Job Training (OJT)~~~~OJT is subsidized employment in which a Participant receives job skills training from a public or private sector employer. At the end of this training, it is expected that the employer will retain the Participant.~~~~2.6.8 Vocational Training and Education~~~~Vocational Training and Education is provided by various community partners and includes training in specific job skills combining classroom theory with practical laboratory exercises. This activity is allowable as a Core WTW Activity for CalWORKs (Federal) activities outside of the CalWORKs (State) WTW 24 Month Time Clock with time limits according to CalWORKs regulations. Participants are responsible for providing documentation of satisfactory progress from the Vocational Education or Training provider.~~~~2.6.9 Work Experience~~~~Work Experience is a WTW Activity with a public or private nonprofit agency or for profit employer which provides the Participant with basic job skills, enhances existing job skills in a position related to the Participant's experience, or provides a needed community service that will lead to employment.~~~~2.6.10 Work Study~~~~Work Study may be available to qualified students at local community colleges and universities. This activity is used primarily to supplement participation hours spent in Vocational Training and Education activities, especially for Participants in SHPs.~~~~2.6.11 Independent Job Search (IJS)~~~~IJS can be considered a primary or concurrent WTW Activity. IJS is intended for Participants who are job ready, have experience interviewing, have previous work experience in their career, and can independently search and apply for job openings. Participants in IJS, independently search~~

1 for job openings and complete an assigned number of employer contacts and job applications each day. Participation in JIS counts towards the Job
 2 Search and Job Readiness Assistance (JSR) time limits in accordance with CalWORKs/WTW program requirements and COUNTY Policy.

3 2.6.12 — Other Activities

4 Activities deemed necessary to assist the Participant in obtaining and/or maintaining employment, which include, but are not limited to, WTW
 5 bridging activities, literacy programs, child abuse prevention services, parenting skills training, mentoring services, and parental participation
 6 required by a school to ensure a child's attendance. Any activity falling under this classification shall be approved in advance by
 7 ADMINISTRATOR.
 8

9 ~~2.6.11~~ Specialized Case Management

10 CONTRACTOR will provide intensive Case Management Services utilizing staff with specialized skills in order to meet specific and critical
 11 Participant needs. Specialized Case Management Services may include, but not be limited to, the following:

12 2.6.13 — Cal Learn

13 The Specialized CM will provide Cal Learn Case Management Services; monitor progress in school; determine exemptions, deferrals, and good
 14 cause; complete monthly contact with the Cal Learn Participant; and determine bonus or sanction based on the Cal Learn Participant's educational
 15 plan. The Specialized CM will collaborate with the Health Care Agency Senior Social Worker (SSW):

16 2.6.14 — Domestic Abuse Services

17 The Specialized CM will provide Domestic Abuse Case Management Services when domestic abuse is suspected, or if a Participant self-discloses
 18 that she/he is a victim of domestic abuse. Domestic Abuse Services are assigned according to the level of assessed risk and other pertinent case
 19 information, including the individual's employment history, prospects for obtaining employment, housing stability, and adequacy of child care
 20 arrangements. The Specialized CM will collaborate with the Domestic Abuse Services Unit (DASU) SSW to determine and evaluate the
 21 individual's ability to participate and develop a modified WTW Plan.
 22

23 2.6.15 — Family Stabilization

24 The Specialized CM will provide Family Stabilization Case Management Services when the Participant presents with a crisis or destabilizing
 25 situation that impairs the Participant's ability to participate in WTW Activities. Services will include, but not be limited to, homelessness, mental
 26 health, substance abuse, and domestic violence. The specialized CM will work closely with Participants to evaluate the extent of the family's crisis
 27 or situation in order to provide appropriate and timely services and/or referrals to available County and community-based resources.
 28

2.6.16 — Mutual Client

When a verified open Children and Family Services (CFS) case is identified, the specialized CM shall collaborate with the CFS SSW to ensure
 coordination, development and support of the WTW Plan and the CFS case plan. Time spent at court mandated appearances or CFS activities shall
 count toward hourly participation requirements as set forth in Subparagraph 6.2.2 of Exhibit A.

2.6.17 — Linkages

CONTRACTOR will comply with local initiatives for the collaborative process of serving mutual clients
 who have both an open CFS case and an open or pending CalWORKs case as set described in Subparagraph 4.8.4 of
 Exhibit A.

2.7 — Reappraisal

After completion of WTW Activities, if the Participant has not obtained unsubsidized employment, CONTRACTOR shall conduct a Reappraisal utilizing OCAT and develop a new WTW Plan in
 accordance with Subparagraph 4.6 of Exhibit A. The Reappraisal shall evaluate whether there are extenuating circumstances that prevent the Participant from obtaining employment within the local labor
 market area. CONTRACTOR shall record all Reappraisals in OCAT. ADMINISTRATOR, in its sole
 discretion, may modify the terms of this Paragraph.

3. — PROVISION OF SERVICES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~WTW is a cooperative team effort involving COUNTY and COUNTY contracted service providers. The goal of WTW is to assist Participants in overcoming barriers, and achieving and/or maintaining stable employment and economic self-sufficiency. CONTRACTOR shall ensure that the delivery of Case Management Services is based on the following, and in accordance with all CalWORKs, WTW regulations, COUNTY policies and procedures, and forms:~~

3.1 — Principles

~~CONTRACTOR shall:~~

3.1.1 — ~~Actively engage Participants to maintain required WTW Program participation;~~

3.1.2 — ~~Identify barriers relating to employment and WTW Program participation including but not limited to those relating to mental health, substance abuse issues and domestic abuse, and provide Participants the appropriate referrals;~~

3.1.3 — ~~Ensure Participants with a limited English vocabulary are placed in an environment that will facilitate their development of self-sufficiency;~~

3.1.4 — ~~Refer Participants to needed services and follow up to ensure successful outcomes;~~

3.1.5 — ~~Maximize opportunities to provide integrated, coordinated and easily accessible resources for Participants;~~

3.1.6 — ~~Identify/Provide family friendly and family centered services;~~

3.1.7 — ~~Identify/Provide community based and integrated services that coordinate Federal, State and community funding opportunities;~~

3.1.8 — ~~Identify Participant's strengths, utilizing motivational and strength based techniques; and~~

3.1.9 — ~~Ensure services are outcome driven and identify indicators that accurately reflect progress towards contract deliverables as set forth in Subparagraph 7.1 of Exhibit A.~~

3.2 — Case Management Services

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~CONTRACTOR shall comply with all existing and any new Federal and/or State regulations impacting the services provided under this Agreement. CONTRACTOR shall have a full understanding of Federal Work Participation Rates and requirements and an awareness of the impacts to the County related to non-compliance with such mandates.~~

~~The Contractor shall provide the following Case Management Services, utilizing its own staff, in accordance with all CalWORKs WTW regulations, COUNTY policies and procedures, and forms:~~

~~3.2.1 Work directly with Participant(s) to identify the Participant's education, work experience, and vocational skills;~~

~~3.2.2 Determine the appropriate means for the Participant to obtain employment;~~

~~3.2.3 Assist Participants in obtaining employment and removing barriers that may prevent them from achieving or maintaining economic self-sufficiency;~~

~~3.2.4 Identify/Utilize services to assist Participants in overcoming barriers to self-sufficiency, in addition to those offered by other service providers, community-based organizations or faith-based organizations to which CONTRACTOR may refer the Participant. Services may include, but are not limited to the following:~~

~~3.2.4.1 Workforce Investment Boards (WIB)~~

~~When appropriate, CONTRACTOR shall refer the Participant to job training programs offered under the Federal Workforce Innovation and Opportunity Act of 2014 (WIOA) as described in Subparagraph 3.62 of Exhibit A. COUNTY, the City of Santa Ana, and the City of Anaheim WIBs currently administer these programs.~~

~~3.2.4.2 Community Colleges, Adult Education and Regional Occupational Programs~~

~~Community colleges, adult education and ROPs offer an extensive array of short-term vocational training and educational programs that lead to employment.~~

~~3.2.4.3 Social Security Income (SSI) Advocacy~~

~~When appropriate, CONTRACTOR shall refer to SSI Advocacy services those individuals who have been determined to be exempt from WTW participation due to a permanent and/or chronic disability. These services are designed to assist individuals through the SSI application process and are provided by another COUNTY contracted service provider.~~

~~3.2.4.4 Housing Support Program~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~When appropriate, CONTRACTOR shall refer CalWORKs eligible homeless families to Housing Support Program services. These services address the needs of CalWORKs eligible homeless families by providing rental assistance that will allow them to quickly move into stable housing, and are provided by another COUNTY contracted service provider.~~

~~3.2.4.5 Job Fairs~~

~~When appropriate, CONTRACTOR will work in partnership with WIBs, employers, other COUNTY contracted service providers, and various COUNTY agencies to participate in Job Fairs.~~

~~3.2.5 Develop the WTW Plan with Participants;~~

~~3.2.6 Ascertain that Supportive Services are in place in accordance with Subparagraph 5.5 of Exhibit A;~~

~~3.2.7 Provide efficient and prompt service to Participants, as specified in Subparagraphs 5.3.2 and 5.3.4 of Exhibit A;~~

~~3.2.8 Identify barriers to employment and evaluate the need for referrals to other service providers;~~

~~3.2.9 Make referrals to local service providers to obtain job placement services;~~

~~3.2.10 Monitor and document the Participant's attendance and progress per COUNTY Policy;~~

~~3.2.11 Enter and maintain accurate information into CalWIN, including Participants' hours of participation;~~

~~3.2.12 Ensure Participant is engaged in WTW Activities as specified in Subparagraph 4.7 of Exhibit A;~~

~~3.2.13 Be cognizant of CalWORKs eligibility requirements, including school attendance and immunization requirements for the Participant's children;~~

~~3.2.14 Conduct home visits as necessary to ensure success of the Participant's WTW Plan;~~

~~3.2.15 Utilize case management and outreach to engage noncompliant or~~

1 sanctioned Participants per COUNTY Policy;

2
3 3.2.16 — Facilitate and/or participate in outreach activities that the Participant and
4 his/her family may benefit from;

5
6 3.2.17 — Identify Mutual Clients with the CFS Division of SSA, participate in
7 Multidisciplinary Team (MDT) meetings and/or Team Decision Making (TDM) meetings;
8 communicate with the CFS Senior Social Worker (SSW), and develop a coordinated service plan;

9
10 3.2.18 — Initiate, coordinate, and/or attend MDT meetings to address client WTW
11 participation and cooperation, and assist with any family needs that impede participation in WTW
12 Activities;

13
14 3.2.19 — Attend TDM meetings and provide services as requested by CFS. The
15 focus of the TDM meeting is to preserve the family and provide for the child's safety and well-
16 being. The goal of CFS TDM Meetings is to involve family and community members, along with
17 caregivers, service providers and Agency staff in decisions regarding CFS issues such as child
18 removal, placement and reunification, and to ensure a network of support for vulnerable children
19 and the adults who care for them.

20
21 3.2.20 — Attend all mandated trainings/meetings as requested by
22 ADMINISTRATOR;

23
24 3.2.21 — Comply with all new Federal and/or State regulations impacting the
25 services provided under this Agreement; and

26
27 3.2.22 — Track, monitor, and document the Participant's CalWORKs (State) WTW
28 24 Month Time Clock per COUNTY Policy.

3.3 — Communication

3.3.1 — Ongoing Case Management Services

Communication is essential to Participants' success in achieving and maintaining economic self-sufficiency. CONTRACTOR shall communicate with ADMINISTRATOR and service providers as needed and per COUNTY Policy. Frequency of communication will depend on the individual case and specific service needs and/or plan.

CONTRACTOR shall:

3.3.1.1 — Complete follow up communication within seven (7) working days after the initial referral to a service provider, to ensure the referral was successful;

3.3.1.2 — Document written and verbal communication per

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNTY Policy;

~~3.3.1.3 Maintain communication with designated COUNTY staff to ensure a common understanding of family circumstances and to facilitate timely issuance of Supportive Services;~~

~~3.3.1.4 Provide and maintain timely communication with other COUNTY and/or contracted service providers;~~

~~3.3.1.5 Maintain regular contact with all Participants to ensure all contacts motivate and counsel Participants in the benefits of ongoing participation in WTW Activities and economic self-sufficiency. Contacts include, but are not limited to:~~

~~5.3.1.1.1 Face to face at CONTRACTOR's office,~~

~~5.3.1.1.2 Home/site visits with Participants,~~

~~5.3.1.1.3 Letters/correspondence,~~

~~5.3.1.1.4 Telephone contact,~~

~~5.3.1.1.5 Gathering information needed to confirm WTW participation,~~

~~5.3.6.1.6 Inquiring as to needs, and/or~~

~~5.3.1.1.7 Addressing and resolving identified Participant issues.~~

~~3.3.2 Initial Contact with Participants~~

~~CONTRACTOR shall schedule the WTW Orientation and/or initial face-to-face interview with the Participant within three (3) business days of receipt of the case from ADMINISTRATOR. It is mutually understood that the WTW Orientation is conducted by another COUNTY contracted service provider. CONTRACTOR shall ensure the WTW Orientation and/or initial face-to-face interview with the Participant is completed within five (5) days from contact or~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~correspondence with the participant. If the Participant is working full time or enrolled in an education or training program, CONTRACTOR shall schedule an interview time and place that does not interfere with the Participant's activity. CONTRACTOR shall adhere to COUNTY Policy.~~

3.3.3 ~~CONTRACTOR shall provide services during the initial interview which include but are not limited to the following:~~

3.3.3.1 ~~Motivation and encouragement to facilitate WTW participation that will result in employment and self-sufficiency;~~

3.3.3.2 ~~Evaluation of the Participant's monthly budget, and assistance to prepare one, if appropriate;~~

3.3.3.3 ~~Information regarding the Participant's rights and responsibilities, including good cause, compliance, grievance, and appeals processes;~~

3.3.3.4 ~~Information regarding the effects of employment on the Participant's CalWORKs grant, CalFresh, and Medi-Cal benefits per COUNTY Policy;~~

3.3.3.5 ~~A discussion of job progression to assist the Participant in understanding that his/her first job may not be ideal but can be a stepping stone to a better job;~~

3.3.3.6 ~~An evaluation of the Participant's need for Supportive Services that will assist and/or enhance his/her ability to obtain and retain employment, and an explanation of available Supportive Services; and~~

3.3.3.7 ~~A discussion of the CalWORKs (State) WTW 24-Month Time Clock per COUNTY Policy.~~

3.3.4 ~~Frequency of Contacts~~

3.3.4.1 ~~CONTRACTOR shall make monthly contacts with Participants to build rapport and monitor required participation per COUNTY Policy.~~

3.3.4.2 ~~Specialized Case Management may require more frequent contact to address specific barriers and service needs.~~

3.3.4.3 ~~CONTRACTOR shall document monthly contacts and~~

collaborate with COUNTY staff per COUNTY Policy.

~~3.4 — Development of the Welfare-to-Work Plan~~

~~3.4.1 — CONTRACTOR shall work with each Participant to develop and document an employment goal and WTW Plan per COUNTY Policy.~~

~~3.4.2 — Activities in the WTW Plan shall not interfere with obligations, such as mandated counseling, court appearances, or CFS requirements, and shall be practical and achievable by the Participant.~~

~~3.4.3 — CONTRACTOR shall coordinate development of the WTW Plan with CFS in situations where the Participant is a Mutual Client. Time spent at court mandated appearances or CFS activities shall count toward hourly participation requirements as set forth in Subparagraph 6.2.2 of Exhibit A.~~

~~3.4.4 — CONTRACTOR shall develop the WTW Plan to include participation requirements per COUNTY Policy. Participation requirements may be modified pursuant to changes in CalWORKs WTW regulations. Current participation requirements are as defined in Subparagraph 6.2.2 of Exhibit A.~~

~~2.36.1.6.6.1~~ ~~The WTW Plan shall be developed~~ in collaboration with the Participant, and consider and evaluate the following PARTICIPANT(S).

The following should be considered in developing the WTW Plan:

~~2.36.1.4~~~~6.6.1.1~~ Vocational Employment Readiness Assessment results;

~~2.36.1.2~~~~6.6.1.2~~ Utilization of family strengths;

~~2.36.1.3~~~~6.6.1.3~~ Skills and abilities;

~~2.36.1.4~~~~6.6.1.4~~ Educational background;

~~2.36.1.5~~~~6.6.1.5~~ Employment history;

~~2.36.1.6~~~~6.6.1.6~~ Physical and/or mental health limitations;

~~2.36.1.7~~~~6.6.1.7~~ Family issues/circumstances, such as housing, transportation, ~~child care~~childcare, homelessness, and domestic abuse;

~~2.36.1.8~~~~6.6.1.8~~ Child Welfare Services case plan requirements;

~~2.36.1.9~~~~6.6.1.9~~ Long-term and short-term employment goals and desires;

~~2.36.1.10~~ 6.6.1.10 Identification of perceived barriers to participation specific to the ~~Participant's~~ PARTICIPANT(s)' circumstances that, if not addressed, could hinder ~~his/her~~ participation in the WTW Program; ~~and~~

6.6.1.11 Identification of WTW Activities that will facilitate and expedite the ~~Participant's~~ PARTICIPANT(s)' ability to become self-sufficient. ~~These activities~~ WTW Activities shall meet the required hours, and shall not interfere with other mandates (i.e., mandated counseling, court appearances, or CFS requirements), and shall be selected from those practical and achievable by the PARTICIPANT(s);

6.6.1.12 Participation requirements are in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy; and

~~2.36.1.11~~ 6.6.1.13 Appropriate accommodations for identified in ~~Subparagraph 4.7 of Exhibit A, unless ADMINISTRATOR notifies CONTRACTOR of additional approved activities.~~ learning disabilities in collaboration with PARTICIPANT(s).

~~3.4.5~~ ~~CONTRACTOR shall obtain the Participant's signature upon completion of development of the WTW Plan, ensure that he/she understands that CONTRACTOR is available for assistance in all WTW matters, and provide a copy of the completed and signed WTW Plan to the Participant. CONTRACTOR shall also ensure the Participant understands all aspects of the plan, including the following:~~

~~3.4.5.1~~ ~~Program expectations and requirements;~~

6.6.2 Explain the WTW Plan to PARTICIPANT(s); acquire PARTICIPANT(s)' signature within ninety (90) days from the date PARTICIPANT(s) is required to participate in WTW; conduct home visits as necessary to ensure success of the WTW Plan; and document the information in the COUNTY data system(s).

6.6.3 Monitor PARTICIPANT(s)' compliance in WTW Plan.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6.7 WTW Activities

6.7.1 Refer PARTICIPANT(s) to WTW Activities per TANF, CalWORKs/WTW Program requirements and/or COUNTY Policy. WTW Activities include Core/Non-Core Activities.

6.7.2 Assign the required number of hours of Core/Non-Core Activities that meet the CalWORKs federal minimum standards.

6.7.3 Engage PARTICIPANT(s) in WTW Activities including, but not limited to:

6.7.3.1 Adult Basic Education;

6.7.3.2 Subsidized, Unsubsidized, or Self-Employment;

6.7.3.3 Integrated Job Services;

6.7.3.4 Mental Health and Substance Use Services;

6.7.3.5 Domestic Abuse Services;

6.7.3.6 Family Stabilization;

6.7.3.7 Vocational Education and ~~referrals including start date, time, place,~~ Training;

6.7.3.8 WEX;

6.7.3.9 Work Study;

6.7.3.10 Independent Job Search; and/or

6.7.3.11 Other activities deemed necessary.

~~3.4.5.2 ——— Maintain weekly and/or monthly contact person(s);~~

~~3.4.5.3 ——— Supportive Services available to facilitate full participation in approved WTW Activities; and~~

~~3.4.5.4 ——— Available Employment Support Services.~~

~~3.4.6 — CONTRACTOR shall enter the WTW Plan and WTW Activities into CalWIN and establish controls for progress reviews and subsequent WTW Activities.~~

~~3.5 — Supportive Services~~

~~CONTRACTOR shall identify and explain available Supportive Services to Participants. ADMINISTRATOR determines eligibility to, and issues payment for, Supportive Services based on referrals made by CONTRACTOR. Supportive Services are defined as payments provided to or on behalf of Participants for ancillary, child care, with all PARTICIPANT(s), to monitor PARTICIPANT(s) engagement and transportation expenses necessary to participate in assigned WTW Activities. This process shall include identification of barriers specific to a~~

~~Participant's circumstances that if not addressed could hinder participation in the WTW Program.~~

~~CONTRACTOR shall:~~

~~3.5.1 — Identify barriers that may hinder an individual's participation in assigned WTW Activities, complete a Supportive Services referral per COUNTY Policy, and forward it to the designated COUNTY staff.~~

~~3.5.2 — Maintain contact with the designated COUNTY staff for follow up regarding progress of the referral and offer assistance as needed. Follow up with the Participant is also required to ensure that his/her needs have been addressed. CONTRACTOR shall maintain regular contact with the Participant to address barriers identified subsequent to the referral that may hinder participation. Information and actions related to Supportive Services shall be clearly documented in the case record.~~

~~3.6 — Employment Support Services~~

~~CONTRACTOR shall evaluate the Participant's need for Employment Support Services, and as appropriate, refer and schedule appointments for services which addresses needs that, if not addressed, could hinder the Participant's participation in WTW Activities. Employment Support Services are provided by another COUNTY contracted service providers.~~

~~3.7 — Monitoring Participation~~

~~CONTRACTOR shall continuously monitor the Participant's WTW participation hours. This includes identifying and documenting participation during monthly contacts and documenting reasons for deficient hours of participation, at a minimum of once per month.~~

~~3.8 — Noncompliance~~

~~CONTRACTOR shall engage all noncompliant Participants and motivate them to resume WTW Activities using case management and outreach, per COUNTY Policy. Failure of a Participant to comply with CalWORKs/WTW program requirements may result in a reduction or loss of CalWORKs benefits.~~

~~3.8.1 — Cause Determination:~~

~~CONTRACTOR shall take immediate action if a Participant fails or refuses to comply with WTW program requirements or fails to meet satisfactory progress requirements without good cause. Participants who do not meet required participation hours in assigned WTW Activities, or refuse to participate, are provided an opportunity to explain non-cooperation through a formal Cause Determination and Compliance Process, which is conducted in accordance with COUNTY Policy. CONTRACTOR shall determine, per COUNTY Policy, if the Participant has good cause for noncompliance with WTW requirements. If good cause is found, CONTRACTOR shall inform the designated COUNTY staff per COUNTY Policy. CONTRACTOR shall determine if issues causing noncompliance have been resolved and if the Participant can resume participation without further action.~~

~~3.8.2 — Sanction:~~

~~If CONTRACTOR determines that the Participant continues to be noncompliant, CONTRACTOR shall take the following steps to recommend a financial sanction:~~

~~3.8.2.1 — Refer the case to designated COUNTY staff for review and approval prior to taking action that adversely impacts the Participant's CalWORKs grant.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~3.8.2.2 — Notify the designated COUNTY staff that the client is noncompliant so that eligibility to ongoing Supportive Services may be evaluated.~~

~~3.8.2.3 — Communicate with the designated COUNTY staff regarding all noncompliance actions taken per COUNTY Policy.~~

~~3.8.2.4 — Document all actions taken per COUNTY Policy.~~
~~CONTRACTOR shall provide case management and appropriate services for Participants until COUNTY staff impose a sanction. CONTRACTOR shall communicate with the designated COUNTY staff regarding all sanction actions. The designated COUNTY staff shall impose and/or rescind financial sanctions, and issue related Notices of Action (NOA).~~

~~3.8.2.5 — Upon learning that the Participant has been removed from the Assistance Unit (AU), CONTRACTOR shall coordinate necessary case actions per COUNTY Policy and procedures with the designated COUNTY staff. CONTRACTOR shall make appropriate referrals for Employment Support Services, per COUNTY Policy and procedures.~~

~~3.9 — Termination of WTW Participation (Other than for Sanctions)~~

~~3.9.1 — If the Participant meets a criterion for exemption from participation, CONTRACTOR shall obtain necessary documentation to support the exemption, and, if appropriate, recommend that the designated COUNTY staff grant the exemption.~~

~~3.9.2 — CONTRACTOR shall explore with the Participant whether he/she wants to voluntarily participate in WTW Activities and provide information on available services to encourage participation. If so, CONTRACTOR shall change the Participant's status in CalWIN from mandatory to voluntary and evaluate the need for a new WTW Plan and/or Supportive Services.~~

~~3.9.3 — Upon learning that the Participant's CalWORKs case has been closed, or that the Participant has been removed from the Assistance Unit (AU), CONTRACTOR shall coordinate necessary case actions per COUNTY Policy and procedures with the designated COUNTY staff. CONTRACTOR shall make appropriate referrals for Employment Support Services, per COUNTY Policy and procedures. CONTRACTOR shall comply with COUNTY Policy when closing Participant case records.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~2.37.1.1~~ Case Narratives

~~3.9.4~~ — Narration is a vital part of the case record, and as such CONTRACTOR shall accurately maintain and update the case narrative per COUNTY Policy. Case narratives must be completed whenever action is taken by any WTW staff person associated with the case. ~~All entries by CONTRACTOR are to be entered into the case record in a format approved by ADMINISTRATOR.~~

6.7.4 Case narratives shall include, but are not limited to:

6.7.4.1 Face-to-face contact with PARTICIPANT(s);

6.7.4.2 Home/site visits with PARTICIPANT(s);

6.7.4.3 Letters/correspondence;

6.7.4.4 Telephone contact;

6.7.4.5 Email;

6.7.4.6 Text; and/or

6.7.4.7 Other communication methods as approved or required by ADMINISTRATOR.

6.8 Specialized Case Management

~~2.37.1~~ 6.8.1 Provide Specialized Case Management Services including, but not limited to, the following items:

~~3.9.4.1~~ — Date case is received;

~~3.9.4.2~~ — Current status of the case, including assessment of service needs, actions taken, and status of referrals;

~~3.9.4.3~~ — Date, reason, and type of contact for all communication, including required monthly contact(s);

~~3.9.4.4~~ — Overall plan of Participant contact(s), outcomes, and follow-up WTW Activities arranged during contact(s);

~~2.37.1.1.1.1.1~~ Required weekly participation hours;

~~3.9.4.5~~ — Complete and accurate description of the case activity;

~~3.9.4.6~~ — Issues related to the Participant's WTW participation;

~~3.9.4.7~~ — Identification of any missing information; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~3.9.4.8 Closing narratives shall include date and reason for the case being closed and/or transferred, pending and/or incomplete actions and reasons.~~

~~3.10 ADMINISTRATOR, in its sole discretion, may require changes to the provisions of this Paragraph 5, in accordance with any changes in caseload size, funding, law, State regulations or COUNTY Policy.~~

~~4. PERFORMANCE REQUIREMENTS~~

~~4.1 Outcome Goals~~

~~4.1.1 CONTRACTOR shall meet the following outcome goals:~~

~~4.1.1.1 Ensure that Participants referred to CONTRACTOR are participating in the WTW Activities listed in Subparagraph 4.7 of Exhibit A, for the minimum number of required hours set forth in Subparagraph 6.2.2 of Exhibit A as follows:~~

~~6.1.1.1.1 Fifty-five percent (55%) of Participants by October 1, 2016;~~

~~6.1.1.1.2 Fifty-five percent (55%) of Participants by October 1, 2017;~~

~~6.1.1.1.3 Fifty-six percent (56%) of Participants by October 1, 2018;~~

~~6.1.1.1.4 Fifty-seven percent (57%) of Participants by October 1, 2019; and~~

~~6.1.1.1.5 Fifty-eight percent (58%) of Participants by October 1, 2020.~~

~~4.1.1.2 Ensure that Participants referred to CONTRACTOR, have a starting wage of at least twenty percent (20%) above the prevailing California minimum wage as follows:~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~6.1.1.2.1 Twenty-four (24%) of Participants by October 1, 2016;~~

~~6.1.1.2.2 Twenty five percent (25%) of Participants by October 1, 2017;~~

~~6.1.1.2.3 Twenty six percent (26%) of Participants by October 1, 2018;~~

~~6.1.1.2.4 Twenty seven percent (27%) of Participants by October 1, 2019; and~~

~~6.1.1.2.5 Twenty eight percent (28%) of Participants by October 1, 2020.~~

~~4.1.1.3 Ensure that at least fifty percent (50%) of Participants referred to CONTRACTOR retain employment for at least ninety (90) days from the first day of work.~~

~~4.1.1.4 Ensure that at least seventy percent (70%) of Participants referred to CONTRACTOR retain employment for at least thirty (30) days from the first day of work.~~

~~4.1.2 ADMINISTRATOR, in its sole discretion, may require changes to the outcome objectives stated above, in accordance with any changes in law, State regulations or COUNTY Policy.~~

- ~~6.8.1.1 Cal-Learn;~~
- ~~6.8.1.2 Domestic Abuse Services;~~
- ~~6.8.1.3 Family Stabilization; and/or~~
- ~~6.8.1.4 Other PARTICIPANT(s) as referred by ADMINISTRATOR (e.g., homeless, behavioral health, etc.).~~

~~2.386.9~~Participation Requirements:

~~4.1.3 CONTRACTOR shall engage all Participants in WTW Activities described in Subparagraph 4.7 of Exhibit A. Notwithstanding Subparagraph 4.4.3, CONTRACTOR shall ensure that each Participant is meeting required participation hours in accordance with Subparagraph 6.2.2.~~

~~4.1.4 The individual CalWORKs WTW participation requirements are~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

currently:

~~4.1.4.1 To meet CalWORKs minimum standard participation requirements, adults in a single parent Assistance Unit (with or without another parent in the home), with a child under the age of six (6) years old, are required to participate in WTW Activities for a minimum average of twenty (20) hours per week. Adults in a single parent Assistance Unit, with no child under the age of six (6) years old, are required to participate in WTW Activities for a minimum average of thirty (30) hours per week. Adults in a Two Parent Assistance Unit where one adult is disabled, with a child under the age of six (6) years old, are required to participate in WTW Activities for a minimum average of twenty (20) hours per week. Adults in a Two Parent Assistance Unit where one adult is disabled, with no child under the age of six (6) years old, are required to participate in WTW Activities for a minimum average of thirty (30) hours per week. Adults in a Two Parent Assistance Unit, where neither adult is disabled, are required to participate a minimum average of thirty five (35) hours per week.~~

~~6.9.1 To meet CalWORKs federal standards, adults in a single parent Assistance Unit~~All Families:

~~6.9.1.1 Adults in a single parent AU~~ with a child under the age of six (6) years old (without another parent in the home) are required to participate in Core WTW Activities for a minimum average of twenty (20) hours per week.

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

~~6.9.2 Two-Parent Assistance Unit~~Family:

~~2.38.1.1~~6.9.2.1 Two (2) aided adults, where neither adult is disabled, are required to participate in WTW Activities for a minimum average of thirty-five (35) hours per week, of which thirty (30) hours must be Core WTW Activities.

6.9.2.2 The participation requirements ~~set forth in Subparagraph 6.2 herein~~, are subject to change, according to TANF, CalWORKs and WTW Program requirements and/or COUNTY policy.

6.10 Exemptions

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

6.10.2 Obtain documentation to support the Exemption.

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

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

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

6.11 Non-Compliance

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

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

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

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

6.11.5 Notify COUNTY of Good Cause Determination outcome.

6.11.6 Develop a Compliance Plan per TANF, CalWORKs/WTW Program

requirements and/or COUNTY Policy.

6.11.7 Notify COUNTY to impose the WTW Sanction when:

6.11.7.1 PARTICIPANT(s) fails to meet or contact the CM within twenty (20) calendar days from failure/refusal to comply with WTW Program requirements:

6.11.7.2 Does not have good cause for not complying with WTW requirement:

6.11.7.3 Does not agree to a Compliance Plan.; and/or

6.11.7.4 Fails to complete the Compliance Plan without good cause.

6.11.8 Develop a Curing Plan per TANF, CalWORKs/WTW Program requirements and/or COUNTY Policy.

6.11.9 Participate in any WTW Sanction prevention and/or re-engagement efforts as required by ADMINISTRATOR.

6.12 Other Service Requirements

6.12.1 Participate in Client Intervention Meetings as required by ADMINISTRATOR.

6.12.2 Refer PARTICIPANT(s) to services as necessary to address and overcome barriers to participation. Services include, but are not limited to: Domestic Abuse Services, Mental Health and Substance Use Services, Workforce Investment Boards (WIB), community colleges, Adult Basic Education, Regional Occupational Programs, and job fairs.

6.12.3 After PARTICIPANT(s)' initial referral is sent to a service provider, CONTRACTOR shall complete follow-up contact within seven (7) business days to ensure the referral was successful.

6.12.4 Maintain ongoing communication with ADMINISTRATOR and/or other service providers to ensure a common understanding of PARTICIPANT(s)' participation status and/or needs.

6.12.5 Participate in all Cal-OAR efforts as required by ADMINISTRATOR;

6.12.6 Provide Case Management Services to WTW Exempt Volunteers as required by ADMINISTRATOR.

~~2.38.2~~6.12.7 Provide services that are in alignment with State and Federal mandates Work Participation Rate requirements.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7. ADDITIONAL RESPONSIBILITIES

7.1 Case Narratives

- ~~2.38.3~~ 7.1.1 Accurately maintain and update case narratives as required by ADMINISTRATOR. All entries by CONTRACTOR are to be entered into the case record in a format approved by ADMINISTRATOR. Calculation of participation rate Case narratives shall be based upon include, but are not limited to, the following items:
- 7.1.1.1 Date WTW case is assigned;
 - 7.1.1.2 Current status of the case, including assessment of service needs and barriers to participation, actions taken, and status of referrals;
 - 7.1.1.3 Dates, including but not limited to: appointments, case closures or transfers; pending and/or incomplete actions; and the type of contact for all communication, including required weekly and/or monthly contact(s);
 - 7.1.1.4 Assigned WTW Activities;
 - 7.1.1.5 Required weekly participation hours;
 - 7.1.1.6 Use of mandatory CalWORKs 2.0 tools;
 - 7.1.1.7 Case Manager name and caseload number after each entry; and/or
 - 7.1.1.8 Any additional information as required by ADMINISTRATOR.

7.2 Case Records

~~4.1.4.2~~ CONTRACTOR shall maintain an imaged (electronic) case record. The content of the case records shall be in a format approved by ADMINISTRATOR. The case record shall contain any documentation not included in Data as entered into ADMINISTRATOR's computer information system(s) by CONTRACTOR staff. CONTRACTOR shall assign all cases to a CM and update the computer information system(s) with this information within five (5) working days of receipt of the case.

~~4.1.4.3~~ Participation requirements as described in Subparagraph 6.2.2.

~~4.1.5~~ Should the average caseload at any time exceed 3,000 cases by ten percent (10%) or more, the parties agree to negotiate an Amendment to the Agreement addressing

the volume shift and performance impact.

~~5.~~ REPORTING REQUIREMENTS

~~5.1~~ Contract Deliverables

~~7.2.1~~ CONTRACTOR shall maintain records, collect data, and provide reports as required by COUNTY in order to track goals, progress and monitor outcome objectives. Data elements COUNTY data system.

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

~~2.38.4~~ ~~7.2.3~~ Items in the case records may include, but are not limited to, the following:

~~7.2.3.1~~ Utilization of CalWORKs 2.0 tools;

~~7.2.3.2~~ Assessment report;

~~7.2.3.3~~ WTW Plans;

~~7.2.3.4~~ All Notices of Action;

~~7.2.3.5~~ Documentation of services provided, including contacts with, and on behalf of ~~Percentage~~ PARTICIPANT(s) and general observations;

~~5.1.1~~ Documentation of Participants in compliance service providers working with the participation requirements set forth in Subparagraph 6.2.2 PARTICIPANT(s) or members of Exhibit A;

~~5.1.2~~ Percentage of job placements with a starting wage of at least twenty percent (20%) above the prevailing California minimum wage;

~~5.1.3~~ Percentage of Participants who retain employment for at least ninety (90) days;

~~5.1.4~~ Percentage of participants who retain employment for at least thirty (30) days;

~~5.1.5~~ Percentage of post placement Participants who are discontinued from CalWORKs assistance within 90 days of placement and the discontinuance is due to excess earnings;

~~2.38.4~~ ~~7.2.3.6~~ Referrals ~~made~~ ~~and~~ ~~referral~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~outcomes; PARTICIPANT(s)'s family, including subsidized child care and other Supportive Services payments made to the provider;~~

7.2.3.7 Childcare arrangements and documentation;

7.2.3.8 Documentation and justification for Supportive Services;

7.2.3.9 Documentation of participation hours;

~~5.1.6 Placement rates into unsubsidized employment;~~

~~5.1.7 Length of time in allowable WTW Activity (ies);~~

~~5.1.8 Pay rate and length of time of job retention;~~

7.2.3.10 ~~Statistics~~ Documentation regarding the Non-Compliance process;

7.2.3.11 Attendance and progress reports, including those from service providers;

7.2.3.12 Family composition;

7.2.3.13 Release forms required for collateral contacts;

7.2.3.14 Documentation of language needs and how they were resolved;

7.2.3.15 ~~characteristics of identified segments of~~ Copies of the Rights and Responsibilities, and other forms and documents as required by ADMINISTRATOR; and

7.2.3.16 Medical verifications of disabilities.

7.3 Case Closures

~~2.38.5~~ 7.3.1 Complete all required entries in the ~~WTW population;~~ COUNTY data system(s).

~~5.1.9 Summary of complaints received;~~

7.3.2 ~~Outcomes of supervisory~~ Offer and complete referral to post-aid Supportive Services as necessary.

7.3.3 Complete Integrated Job Services referrals as necessary.

7.3.4 Close PARTICIPANT(s) case records as required by ADMINISTRATOR.

7.4 Case Reviews

7.4.1 Supervisor Reviews

7.4.1.1 ADMINISTRATOR shall require CONTRACTOR to review a minimum number of active WTW cases in a format approved by ADMINISTRATOR, on a monthly basis. Reviews shall be

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

submitted by CONTRACTOR to ADMINISTRATOR by the 15th of the following month.

7.4.1.2 Record case review findings in COUNTY case review database.

7.4.1.3 Cases shall be randomly selected as determined by ADMINISTRATOR.

~~2.38.5.1~~7.4.1.4 Supervisor reviews; ~~and~~ shall include, but not be limited to:

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

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

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

7.4.1.4.4 Case discrepancies;

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

7.4.1.4.6 Any other identified corrective actions required.

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

7.5 Operational Changes

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

7.6 Forms and Publications

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

implementation and/or distribution.

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

7.7 Welfare Fraud Investigation Referrals

~~5.1.10 Training activities and attendees.~~

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

~~2.39.7.8~~ Time Study Procedures

~~2.39.1~~ 7.8.1 CONTRACTOR shall adhere to COUNTY time study procedures by identifying and reporting time devoted to the delivery of services under this ~~Agreement~~ Contract.

~~2.39.2~~ 7.8.2 ~~WTW time~~ Time studies shall be completed by ~~Case Management Staff~~ CONTRACTOR in the months of February, May, August, and November of each year. Completed time studies shall be made available to ADMINISTRATOR by the ~~first business~~ seventh calendar day of the month, following each month in which the time study is to be completed.

~~2.39.3~~ 7.8.3 Supervisory staff do not complete detailed time studies, but shall record the total hours worked per day in a time study month. ~~CONTRACTOR's supervisors shall review the staff time study detail report for accuracy and ensure consistency with reported work hours for the same period.~~

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

8. FACILITIES

~~6.~~ ADMINISTRATIVE PERFORMANCE MONITORING

~~6.1~~ Quality Assurance/Quality Control

~~CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to monitor contract deliverables and the level of~~

1 program service and quality, and submit to ADMINISTRATOR by August 1, 2016. The Quality
 2 Control Plan shall be effective throughout the term of this Agreement and will be updated as needed
 3 and submitted to ADMINISTRATOR for approval before changes are implemented.
 4

5 6.1.1 ~~The Quality Control Plan shall include, but not be limited to, the~~
 6 following:
 7

8 6.1.1.1 ~~The method for ensuring the services and,~~
 9 deliverables are being provided in accordance with the requirements of this Agreement;
 10

11 ~~2.408.1~~ The method for assuring that all staff rendering services under this Agreement have
 12 the necessary qualifications; Contract shall be provided at:
 13

14 6.1.1.2 ~~Methods for preventing, identifying, and correcting~~
 15 deficiencies in the quality of service;
 16

17 ~~The method for providing ADMINISTRATOR~~ Maximus US
 18 Services, Inc.
 19

20 1891 Metro Center Drive
 21

22 Reston, Virginia 20190
 23

24 6.1.1.3 ~~CONTRACTOR shall provide services, pursuant to~~
 25 rent free license agreement(s) with copies of CONTRACTOR case reviews, including a clear
 26 description of, and corrective action taken, to resolve identified problems;
 27

28 6.1.1.4 ~~Items/areas to be inspected/reviewed 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/reviews;

6.1.1.5 ~~Specific methods for identifying, correcting, and~~
 preventing deficiencies in the quality of service performed, before levels of performance are below
 the standards established in this Agreement;

6.1.1.6 ~~The method for maintenance of a file of all~~
 inspections conducted by CONTRACTOR and, if necessary, the corrective action taken; and

6.1.1.7 ~~The method for continuing services in the event of a~~
 strike by CONTRACTOR'S employees or a natural disaster.

6.1.2 ~~CONTRACTOR shall cooperate with any third party audit or inspections~~

1 as required by ADMINISTRATOR or other COUNTY the COUNTY, State, or Federal agency.
2
3 ##

4 ~~2.411.1.1~~ Supervisor Reviews

5 6.1.3 Case Manager Supervisors shall review a minimum of three (3) active
6 WTW cases per CM each month on a format approved by ADMINISTRATOR. Supervisor
7 reviews shall include, but not be limited to:
8

9 6.1.3.1 Overall case management and application of at the
10 following COUNTY Policy,
11

12 6.1.3.2 Participant's participation hours and efforts to keep
13 Participant engaged and compliant,
14

15 6.1.3.3 Case discrepancies, and
16

17 6.1.3.4 Any other identified corrective actions required.
18

19 8.2.1.4.1 Ensure corrective actions, if applicable, are
20 completed within (10) business days.
21

22 6.1.4 Case record shall include a narration summarizing the case review
23 findings.
24

25 6.1.5 Cases shall be randomly selected per a method facilities, or as determined
26 by ADMINISTRATOR.
27

28 2.428.2 Case reviews shall be submitted to ADMINISTRATOR by the fifteenth (15th)
calendar day following the month of review per COUNTY Policy. ;

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

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

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

Cypress Regional Center
6100 Chip Ave
Cypress, CA 90630

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

9. MEETINGS

9.1 CONTRACTOR shall attend monthly meetings with COUNTY, other COUNTY contracted service providers, community partners, and occasionally conduct staff tour/site visits, as required by ADMINISTRATOR. Upon mutual agreement of CONTRACTOR and ADMINISTRATOR, CONTRACTOR may attend meetings remotely. CONTRACTOR shall assign a liaison, at no cost to COUNTY, to consult regarding specific cases, be available to answer questions, and provide additional information as needed.

~~6.2 Case Reviews and Audits~~

~~6.2.1 Case reviews and other inspection methods will be completed for compliance with COUNTY, State, and/or Federal requirements. Case reviews, data inspection, and audits may be completed by COUNTY, State, and/or Federal representatives. Cases that contain discrepancies or fail to meet WTW participation requirements will be referred back to CONTRACTOR for appropriate corrective action. CONTRACTOR shall submit proof of corrective action on all case errors and discrepancies. CONTRACTOR shall discuss the review with appropriate staff, control for corrective action, and address training issues. Case reviews include, but are not limited to:~~

~~6.2.1.1 Mandated reviews to meet COUNTY, State, and Federal reporting requirements and/or audits; and~~

~~6.2.1.2 Review and approval of actions that State regulations require be performed by ADMINISTRATOR, such as imposition of sanctions.~~

~~6.3 CONTRACTOR Performance Monitoring~~

10. PERFORMANCE MONITORING

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 ~~2.43~~10.1 CONTRACTOR's performance will be monitored and reviewed by
 2 ADMINISTRATOR.- CONTRACTOR shall cooperate with ADMINISTRATOR in
 3 providing the information necessary for monitoring contract deliverables and
 4 services, and cooperate with authorized County, State, and/or Federal~~federal~~
 5 representatives who may audit TANF, CalWORKs/WTW Program
 6 ~~services~~requirements and/or COUNTY policy for compliance.

7
 8
 9
 10 ~~2.44~~10.2 ADMINISTRATOR will use a variety of inspection methods to evaluate
 11 CONTRACTOR's performance, including, but not limited to, the following:

12
 13 ~~2.44.1~~10.2.1 Monthly reviews of CONTRACTOR's case management
 14 performance. ADMINISTRATOR will inspect CONTRACTOR cases,
 15 related COUNTY data system entries, and applicable data reports to ensure
 16 compliance with ~~Exhibit~~the requirements in Attachment A;

17
 18 ~~2.44.2~~10.2.2 Random sampling of program activities, including a review of case
 19 files each month;

20
 21 ~~2.44.3~~10.2.3 Activity checklists and random observations;

22
 23
 24
 25
 26 ~~6.3.1.1~~ ~~Inspection of output items on a periodic basis as~~
 27 ~~deemed necessary;~~

28 ~~2.44.4~~10.2.4 Computer data system reports;

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

~~2.44.5~~10.2.6 Any CalWORKs/WTW eligibility determination request; and

~~2.44.6~~10.2.7 Service provider complaints or reports.

~~2.45~~10.3 When it is determined that services were not performed in accordance with
~~SSA's Policies~~TANF, CalWORKs/WTW Program requirements and ~~Procedures/or~~
COUNTY policy during the review period, ADMINISTRATOR may, ~~in~~at its sole
discretion, require corrective action plans. CONTRACTOR shall validate, review,
and respond to the preliminary findings. CONTRACTOR shall remedy the
performance defects within the time period specified in the corrective action plan.

~~6.3.2~~ ~~Performance evaluation meetings will be conducted as deemed necessary~~
by ADMINISTRATOR.

~~7.~~ ~~OTHER CONTRACTOR REQUIREMENTS~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~7.1 — Case Manager Caseload:~~

~~7.1.1 — CONTRACTOR shall ensure case management activities are performed effectively in accordance with caseload size.~~

~~7.2 — Case Manager Supervisor to CM Staff Ratio~~

~~Case Manager Supervisor to CM staff ratio shall be no more than seven (7) CM to one (1) supervisor, unless authorized by ADMINISTRATOR.~~

~~2.461.1 Operational Changes~~

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

~~7.3 — Coordination~~

~~CONTRACTOR shall jointly host at minimum quarterly coordination meetings with ADMINISTRATOR to coordinate procedures and discuss CONTRACTOR's performance, or as otherwise determined by ADMINISTRATOR.~~

~~2.471.1 Forms and Publications~~

~~2.471.1.1.1 — ADMINISTRATOR will provide a camera ready copy of all mandatory State and COUNTY forms. CONTRACTOR shall be responsible for duplication and distribution of the forms to its staff. CONTRACTOR may develop their own internal forms; however, internal forms must be reviewed and approved by ADMINISTRATOR prior to implementation and/or distribution.~~

~~7.3.1 — All publications developed under this Agreement, including but not limited to fliers and newsletters, will be subject to written approval of ADMINISTRATOR prior to distribution.~~

~~7.4 — Case Records~~

~~7.4.1 — CONTRACTOR shall maintain a current and complete electronic case record on CalWIN for each Participant. ADMINISTRATOR will provide CONTRACTOR staff with initial training in use of CalWIN or other COUNTY data systems regarding use and maintenance of electronic case records. CONTRACTOR shall conduct future training for their staff.~~

~~7.4.2 — CONTRACTOR shall maintain an imaged (electronic) case record. The content of the case records shall be in a format approved by ADMINISTRATOR. The case record~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~shall contain any documentation not included in CalWIN.~~

~~7.4.3 Information in case records shall be treated as confidential and released only to ADMINISTRATOR as required, or to others upon the approval of ADMINISTRATOR.~~

~~7.4.4 Items in the case records may include, but are not limited to, the following:~~

~~2.47.1.11.1.1.1.1 Assessment report;~~

~~2.47.1.21.1.1.1.1 WTW Plans;~~

~~2.47.1.31.1.1.1.1 All Notices of Action;~~

~~7.4.4.1 Documentation of services provided, including contacts with, and on behalf of, Participants, general observations etc.;~~

~~7.4.4.2 Documentation of service providers working with the Participant or members of the Participant's family, including payments made to the provider;~~

~~7.4.4.3 Child care arrangements/documentation;~~

~~2.47.1.41.1.1.1.1 Documentation/justification for Supportive Services;~~

~~2.47.1.51.1.1.1.1 Documentation of participation hours;~~

~~7.4.4.4 Documentation regarding any cooperation issues, cause determinations, and recommended sanctions;~~

~~2.47.1.61.1.1.1.1 Attendance and progress reports, including those from service providers;~~

~~2.47.1.71.1.1.1.1 Family composition;~~

~~7.4.4.5 Employment information and employment retention tracking;~~

~~7.4.4.6 Documentation of increases in earnings;~~

~~2.47.1.81.1.1.1.1 Release forms required for collateral contacts;~~

~~2.47.1.91.1.1.1.1 Documentation of language needs and how they were resolved;~~

~~7.4.4.7 Copies of the Rights and Responsibilities form, and other forms and documents required per COUNTY Policy; and~~

~~7.4.4.8 Medical verifications.~~

~~7.5 Hours of Operation~~

1 11. CONTRACTOR SHALL PROVIDE SERVICE HOURS THAT ARE RESPONSIVE TO
 2 THE NEEDS OF THE TARGET POPULATION AS DETERMINED BY
 3 ADMINISTRATOR. AT A MINIMUM, CONTRACTOR SHALL PROVIDE SERVICES
 4 DURING BUSINESS DAYS MONDAY THROUGH FRIDAY, FROM 8:00 A.M. TO
 5 5:00 P.M., HANDLING COMPLAINTS

6
 7
 8
 9 ~~7.5.1 — except COUNTY holidays as established by the Orange County Board of~~
 10 ~~Supervisors. In addition, CONTRACTOR shall address any expanded work hours of operation~~
 11 ~~during the evening and on weekends that may be required to provide services to Participants.~~

12
 13
 14 ~~7.5.2 — CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday~~
 15 ~~schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's~~
 16 ~~Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day,~~
 17 ~~Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.~~
 18 ~~CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure~~
 19 ~~outside of COUNTY's holiday schedule. Such approval must be obtained a minimum of thirty~~
 20 ~~(30) days in advance of the requested closure. Any unauthorized closure shall result in~~
 21 ~~CONTRACTOR incurring upon itself all fiscal obligations related to non-County holiday(s) and~~
 22 ~~will be deemed a material breach of Agreement pursuant to Paragraph 19, and shall not be~~
 23 ~~reimbursed.~~

24 ~~7.6 — Handling Complaints~~

25 ~~2.48~~ 11.1 ~~CONTRACTOR~~ shall develop, operate, and maintain procedures for
 26 receiving, investigating, and responding to ~~provider — and~~
 27 ~~Participant~~ PARTICIPANT(S)' complaints, including Civil Rights complaints,
 28 requests for COUNTY reviews, negative comments and other complaints relating to
 services provided under this ~~Agreement~~ Contract.

~~2.49~~ 11.2 ~~CONTRACTOR~~ CONTRACTOR's staff shall maintain a log for
 identification and response to ~~Participants'~~ PARTICIPANT(S)' complaints. When
 complaints cannot be resolved informally, a system of follow-through shall be
 instituted, which adheres to formal plans for specific actions and strict time deadlines.
 Responses to complaints ~~should~~ shall occur within two (2) business days, unless

otherwise authorized by ADMINISTRATORCOUNTY.

~~7.6.1 For Civil Rights complaints, refer to Subparagraph 9.6.2 of this Agreement.~~

~~2.50~~11.3 When CONTRACTOR believes any complaint may have legal implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to ADMINISTRATORCOUNTY prior to responding to the complaint. ~~In the event any such complaint pertains to an injury or property damage, CONTRACTOR shall follow the provisions as set forth in Subparagraph 14.1 of this Agreement.~~

11.4 CONTRACTOR shall provide to ADMINISTRATORCOUNTY, in a form approved by ADMINISTRATORCOUNTY, information pertaining to complaints, as well as ~~CONTRACTOR's~~CONTRACTOR's response to any complaints as described above within ten (10) business days of the complaint.

~~2.54~~11.5 CONTRACTOR shall provide a summary of all complaints, including Civil Rights Complaints, and/or negative comments, on a monthly basis, as prescribed and on a format approved by ADMINISTRATORCOUNTY. Complaints include, but are not limited to, complaints from ~~clients,~~PARTICIPANT(s), other COUNTY contracted service providers, community organizations, and the public.

~~7.7 Formal Grievance Process and State Hearing~~

~~7.7.1 CONTRACTOR shall inform each Participant of his/her grievance, State Hearing and Civil Rights, and of his/her right to request a review by a COUNTY worker should the Participant disagree with an action made by CONTRACTOR.~~

~~7.7.2 Grievance Rights and Civil Rights notices, in multiple languages, shall be posted in WTW office(s) where all Participants can easily see them, in accordance with Subparagraph 9.6 of this Agreement.~~

~~7.7.3 CONTRACTOR shall attend COUNTY Formal Grievance Hearings and State Hearings as needed, and comply with the decisions of the Hearing Officers. All actions involving the Formal Grievance Process and State Hearings shall be properly documented.~~

~~2.521.1 Welfare Fraud Investigation Referrals~~

~~If CalWORKs eligibility or Supportive Services payment fraud is suspected, either~~

1 by the Participant or a service provider, CONTRACTOR staff shall inform the appropriate
2 designated COUNTY staff to initiate the referral.

3 ~~7.8 — Outside Contacts~~

4 ~~CONTRACTOR shall:~~

5 ~~7.8.1 — Immediately inform ADMINISTRATOR of any inquiry from an elected~~
6 ~~official, their representative, participant advocate, or the press, and immediately provide~~
7 ~~information in order for ADMINISTRATOR to respond.~~

8 ~~7.8.2 — Consult with ADMINISTRATOR prior to initiating contact with a~~
9 ~~participant advocate or the press.~~

10 ~~7.8.3 — Inform ADMINISTRATOR prior to initiating contact with an elected~~
11 ~~official or their representative.~~

12 ~~7.9 — Facilities~~

13 ~~7.9.1 — CONTRACTOR shall co locate in office locations specified by~~
14 ~~ADMINISTRATOR. CONTRACTOR shall enter into a rent free lease or license agreement, as~~
15 ~~referenced in Subparagraph 8.2 of this Agreement, and will cooperate with all conditions of said~~
16 ~~agreement.~~

17 ~~7.9.2 — Collocated Facilities:~~

18 ~~7.9.2.1 — CONTRACTOR shall collocate at the following~~
19 ~~facilities provided by ADMINISTRATOR as they may now exist or hereafter be modified:~~

20 ~~_____ 6100 Chip Ave., Cypress, CA 90630~~

21 ~~_____ 1928 S. Grand Ave., Santa Ana, CA 92705~~

22 ~~_____ 23340 Moulton Parkway, Laguna Hills, CA 92653~~

23 ~~_____ 1240 State College Blvd., Anaheim, CA 92806~~

24 ~~7.10 — Equipment and Furnishings~~

25 ~~7.10.1 — ADMINISTRATOR will purchase and install all necessary data~~
26 ~~processing equipment, including personal computers.~~

27 ~~7.10.2 — ADMINISTRATOR will provide sufficient training to CONTRACTOR~~
28 ~~staff regarding use and maintenance of imaged and electronic case records.~~

~~7.10.3 — CONTRACTOR shall use computer information systems provided by~~
~~ADMINISTRATOR for entering and retrieving data, monthly reporting of work participation~~
~~hours, updating the status and end dates of Participant activities, and any other information as~~

required by ADMINISTRATOR. CONTRACTOR shall ensure that their personnel understand the uses of the computer information systems and will follow the related procedures to be monitored through supervisory reviews and case audits.

7.10.4 — CONTRACTOR must inform ADMINISTRATOR of any employment terminations or new hires so that ADMINISTRATOR's Information Technology Services may take appropriate action within specified timeframes.

3.12. BUDGET

3.12.1 The budget for services provided pursuant to ~~Exhibit~~ Attachment A of this Agreement shall span sixty (60) months and ~~Contract~~ is set forth as follows:

Budget for Period of July 1, 2016 through June 30, 2017

<u>SALARIES AND EMPLOYEE BENEFITS:</u>	<u>Line Items</u>		
	<u>Maximum Hourly Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount⁽³⁾</u>
<u>Direct Service Positions:</u>			
Supervisor	25.01	8.00	391,153
Specialized Case Manager	23.81	8.00	359,486
Case Manager	20.94	36.00	1,222,625
Bilingual Specialized Case Manager	24.32	3.00	141,062
Bilingual Case Manager	21.46	8.00	286,208
Office Assistant	15.26	5.00	148,605
Vacancy Rate			<u>(86,671)</u>
Subtotal Direct Service Positions		68.00	2,462,468
Benefits ⁽⁴⁾ (28.35%)			<u>698,110</u>
Subtotal Direct Service Positions and Benefits			\$3,160,578
<u>Administrative Positions⁽⁵⁾</u>			
Project Director	47.97	1.00	98,817
Operations Manager II	34.38	1.00	70,824
Operations Manager I	34.38	1.00	70,259
Quality Manager	34.38	1.00	63,211
Training & Quality Coordinator	21.79	3.00	131,967
Human Resources	44.29	.10	8,944

1	Human Resources Specialist	21.05	1.00	42,500
2	Finance Manager	46.64	.20	18,479
3	IT Support	51.45	.37	38,904
4				
5	Subtotal Administrative Salaries		8.67	543,905
6	Employee Benefits ⁽⁴⁾ (28.35%)			154,197
7	Subtotal Administrative Salaries and			
8	Benefits			\$ 698,102
9				
10				
11	TOTAL SALARIES & EMPLOYEE BENEFITS			\$3,858,680
12				
13	<u>Services and Supplies</u>			
14	Mileage/Travel Expense ⁽⁶⁾			25,552
15	Printing & Graphics			2,758
16	Office Supplies			31,856
17	Telephone			11,236
18	Express Mail			2,583
19	Postage			12,508
20	Technology Expenses			35,340
21	Other Misc. Expenses ⁽⁷⁾			16,818
22	Employee Bonuses ⁽⁸⁾			77,036
23				
24	TOTAL PROGRAM			
25	EXPENSES			215,687
26				
27	<u>INDIRECT COSTS</u>			
28	Overhead (13.70%) ⁽⁹⁾⁽¹²⁾			528,639
	General & Administrative (15.80%) ⁽¹⁰⁾			727,275
	⁽¹²⁾			
	Profit (7.00%) ⁽¹¹⁾			373,120
	TOTAL INDIRECT COSTS			1,629,034
	TOTAL ALLOWABLE COSTS July 1, 2016 through June 30, 2017			\$5,703,404

Budget for Period of July 1, 2017 through June 30, 2018

	<u>Line Items</u>		
<u>SALARIES AND EMPLOYEE</u>			
<u>BENEFITS:</u>			
	Maximum	FTEs ⁽²⁾	Amount ⁽³⁾
	Hourly		
<u>Direct Service Positions:</u>	Rate ⁽¹⁾		
Supervisor	25.76	8.00	395,847
Specialized Case Manager	24.52	8.00	363,800

1	Case Manager	21.57	36.00	1,237,297
2	Bilingual Specialized Case Manager	25.05	3.00	142,755
3	Bilingual Case Manager	22.10	8.00	289,642
4	Office Assistant	15.72	5.00	150,388
5	Vacancy Rate			<u>(87,711)</u>
6	Subtotal Direct Service Positions		68.00	2,492,018
7	Benefits ⁽⁴⁾ (28.49%)			<u>710,020</u>
8	Subtotal Direct Service Positions and Benefits			\$3,202,038
9	<u>Administrative Positions⁽⁵⁾</u>			
10	Project Director	49.41	1.00	100,003
11	Operations Manager II	35.41	1.00	71,674
12	Operations Manager I	35.41	1.00	71,102
13	Quality Manager	35.41	1.00	63,970
14	Training & Quality Coordinator	22.44	3.00	133,551
15	Human Resources	45.62	.10	9,051
16	Human Resources Specialist	21.68	1.00	43,010
17	Finance Manager	48.04	.20	18,701
18	IT Support	52.99	.20	<u>21,282</u>
19	Subtotal Administrative Salaries		8.50	532,344
20	Employee Benefits ⁽⁴⁾ (28.49%)			<u>151,674</u>
21	Subtotal Administrative Salaries and Benefits			\$ 684,018
22	<u>TOTAL SALARIES & EMPLOYEE BENEFITS</u>			\$3,886,056
23	<u>Services and Supplies</u>			
24	Mileage/Travel Expense ⁽⁶⁾			25,935
25	Printing & Graphics			2,800
26	Office Supplies			32,333
27	Telephone			11,405
28	Express Mail			2,622
	Postage			12,696
	Technology Expenses			35,870
	Other Misc. Expenses ⁽⁷⁾			16,982
	Employee Bonuses ⁽⁸⁾			<u>78,192</u>
	<u>TOTAL PROGRAM</u>			218,835

EXPENSES

INDIRECT COSTSOverhead (13.70%)⁽⁹⁾⁽¹²⁾ 532,390General & Administrative (15.80%)⁽¹⁰⁾
(12) 732,690Profit (7.00%)⁽¹¹⁾ 375,898

TOTAL INDIRECT COSTS 1,640,978

TOTAL ALLOWABLE COSTS July 1, 2017 through June 30, 2018 \$5,745,869

Budget for Period of July 1, 2018 through June 30, 2019Line ItemsSALARIES AND EMPLOYEEBENEFITS:

	Maximum Hourly Rate ⁽¹⁾	FTEs ⁽²⁾ }	Amount ⁽³⁾
<u>Direct Service Positions:</u>			
Supervisor	26.53	8.00	400,597
Specialized Case Manager	25.26	8.00	368,166
Case Manager	22.22	36.00	1,252,144
Bilingual Specialized Case Manager	25.80	3.00	144,468
Bilingual Case Manager	22.77	8.00	293,118
Office Assistant	16.19	5.00	152,193
Vacancy Rate			(88,763)
Subtotal Direct Service Positions		68.00	2,521,923
Benefits ⁽⁴⁾ (28.63%)			722,133
Subtotal Direct Service Positions and Benefits			\$3,244,056

Administrative Positions⁽⁵⁾

Project Director	50.89	1.00	101,203
Operations Manager II	36.47	1.00	72,534
Operations Manager I	36.47	1.00	71,955
Quality Manager	36.47	1.00	64,737
Training & Quality Coordinator	23.12	3.00	135,154
Human Resources	46.99	1.00	9,160
Human Resources Specialist	22.33	1.00	43,526
Finance Manager	49.48	1.00	18,926
IT Support	54.58	1.00	21,537
Subtotal Administrative Salaries		8.50	538,732

(WRR1015)

Page 59 of 78

(April 21, 2016)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Employee Benefits ⁽⁴⁾ (28.63%)	154,262
Subtotal Administrative Salaries and Benefits	\$ 692,994
————— TOTAL SALARIES & EMPLOYEE BENEFITS	\$3,937,050
 <u>Services and Supplies</u>	
Mileage/Travel Expense ⁽⁶⁾	26,324
Printing & Graphics	2,842
Office Supplies	32,818
Telephone	11,576
Express Mail	2,661
Postage	12,887
Technology Expenses	36,408
Other Misc. Expenses ⁽⁷⁾	17,149
Employee Bonuses ⁽⁸⁾	79,365
TOTAL PROGRAM EXPENSES	222,030
 <u>INDIRECT COSTS</u>	
Overhead (13.70%) ⁽⁹⁾⁽¹²⁾	539,376
General & Administrative (15.80%) ⁽¹⁰⁾⁽¹²⁾	742,356
Profit (7.00%) ⁽¹¹⁾	380,857
TOTAL INDIRECT COSTS	1,662,589
TOTAL ALLOWABLE COSTS July 1, 2018 through June 30, 2019	\$5,821,669

Budget for Period of July 1, 2019 through June 30, 2020

<u>Line Items</u>			
<u>SALARIES AND EMPLOYEE BENEFITS:</u>			
	Maximum		
<u>Direct Service Positions:</u>	<u>Hourly Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount⁽³⁾</u>
Supervisor	27.33	8.00	405,404
Specialized Case Manager	26.02	8.00	372,584
Case Manager	22.88	36.00	1,267,170
Bilingual Specialized Case Manager	26.58	3.00	146,202
Bilingual Case Manager	23.45	8.00	296,636
Office Assistant	16.68	5.00	154,019

1	Vacancy Rate			<u>(89,829)</u>
2	Subtotal Direct Service Positions	68.00		2,552,186
3				
4	Benefits ⁽⁴⁾ (28.78%)			<u>734,452</u>
5	Subtotal Direct Service Positions and			
6	Benefits			\$3,286,638
7				
8	<u>Administrative Positions ⁽⁵⁾</u>			
9				
10	Project Director	52.42	1.00	102,417
11	Operations Manager II	37.57	1.00	73,404
12	Operations Manager I	37.57	1.00	72,819
13	Quality Manager	37.57	1.00	65,514
14	Training & Quality Coordinator	23.81	3.00	136,776
15	Human Resources	48.40	.10	9,270
16	Human Resources Specialist	23.00	1.00	44,048
17	Finance Manager	50.97	.20	19,153
18	IT Support	56.22	.20	<u>21,796</u>
19				
20	Subtotal Administrative Salaries		-8.50	545,197
21	Employee Benefits ⁽⁴⁾ (28.78%)			<u>156,893</u>
22	Subtotal Administrative Salaries and			
23	Benefits			\$ 702,090
24				
25	—— TOTAL SALARIES & EMPLOYEE BENEFITS			\$3,988,728
26				
27	<u>Services and Supplies</u>			
28				
	Mileage/Travel Expense ⁽⁶⁾			26,719
	Printing & Graphics			2,884
	Office Supplies			33,311
	Telephone			11,750
	Express Mail			2,701
	Postage			13,080
	Technology Expenses			36,954
	Other Misc. Expenses ⁽⁷⁾			11,446
	Employee Bonuses ⁽⁸⁾			<u>80,555</u>
	TOTAL PROGRAM			
	EXPENSES			219,400
	<u>INDIRECT COSTS</u>			
	Overhead (13.70%) ⁽⁹⁾ ⁽¹²⁾			546,456
	General & Administrative (15.80%) ⁽¹⁰⁾			
	⁽¹²⁾			751,224

1	Profit (7.00%) ⁽¹⁾	<u>385,407</u>
2	TOTAL INDIRECT COSTS	1,683,087
3	TOTAL ALLOWABLE COSTS July 1, 2019 through June 30, 2020	\$5,891,215

Budget for Period of July 1, 2020 through June 30, 2021

	<u>Line Items</u>		
9	<u>SALARIES AND EMPLOYEE</u>		
10	<u>BENEFITS:</u>		
11		<u>Maximum</u>	
12		<u>Hourly</u>	<u>FTEs⁽²⁾</u>
13	<u>Direct Service Positions:</u>	<u>Rate⁽⁴⁾</u>	<u>Amount⁽³⁾</u>
14	Supervisor	28.15	8.00 410,269
15	Specialized Case Manager	26.80	8.00 377,055
16	Case Manager	23.57	36.00 1,282,376
17	Bilingual Specialized Case Manager	27.38	3.00 147,956
18	Bilingual Case Manager	24.15	8.00 300,195
19	Office Assistant	17.18	5.00 155,868
20	Vacancy Rate		<u>(90,906)</u>
21	Subtotal Direct Service Positions		68.00 2,582,813
22	Benefits ⁽⁴⁾ (28.92%)		<u>746,982</u>
23	Subtotal Direct Service Positions and		
24	Benefits		\$3,329,795
25	<u>Administrative Positions⁽⁵⁾</u>		
26	Project Director	53.99	1.00 103,646
27	Operations Manager II	38.70	1.00 74,285
28	Operations Manager I	38.70	1.00 73,693
	Quality Manager	38.70	1.00 66,300
	Training & Quality Coordinator	24.52	3.00 138,417
	Human Resources	49.85	1.00 9,381
	Human Resources Specialist	23.69	1.00 44,577
	Finance Manager	52.50	2.00 19,383
	IT Support	57.91	2.00 22,057
	Subtotal Administrative Salaries		8.50 551,739
	Employee Benefits ⁽⁴⁾ (28.92%)		<u>159,570</u>
	Subtotal Administrative Salaries and		
	Benefits		\$ 711,309
	<u>TOTAL SALARIES & EMPLOYEE BENEFITS</u>		<u>\$4,041,104</u>

1		
2		
3	<u>Services and Supplies</u>	
4	Mileage/Travel Expense ⁽⁶⁾	27,120
5	Printing & Graphics	2,928
6	Office Supplies	33,810
7	Telephone	11,926
8	Express Mail	2,741
9	Postage	13,276
10	Technology Expenses	37,509
11	Other Misc. Expenses ⁽⁷⁾	11,617
12	Employee Bonuses ⁽⁸⁾	81,764
13		
14	TOTAL PROGRAM	
15	EXPENSES	222,691
16		
17	<u>INDIRECT COSTS</u>	
18	Overhead (13.70%) ^{(9) (12)}	553,631
19	General & Administrative (15.80%) ⁽¹⁰⁾	
20	(12)	761,153
21	Profit (7.00%) ⁽¹¹⁾	390,501
22		
23	TOTAL INDIRECT COSTS	1,705,285
24	TOTAL ALLOWABLE COSTS July 1, 2020 through June 30, 2021	\$5,969,080
25	TOTAL MAXIMUM OBLIGATION for the period of July 1, 2016 through June	\$29,131,234
26	30, 2021	
27		
28		

(4)

BUDGET FOR PERIOD OF JULY 1, 2022, THROUGH June 30, 2023**STAFFING AND BENEFITS:**

	<u>Position</u>	<u>Maximum</u>		
<u>STAFFING</u>	<u>Type (1)</u>	<u>Hourly</u>	<u>FTEs(3)</u>	<u>Amount</u>
		<u>Rate(2)</u>		
Supervisor	D	\$31.01	7.00	
Specialized Case Manager	D	\$25.03	7.00	
Case Manager	D	\$22.38	34.00	
Supervisor (re-engagement)	D	\$31.01	1.00	
Office Assistant	A	\$16.33	4.00	
Executive Oversight	A	\$64.38	0.20	
Project Director	A	\$51.53	1.00	
Performance/Quality Manager	A	\$35.90	1.00	
Operations Manager	A	\$37.63	2.00	
Training and Quality Coordinator	A	\$24.75	3.00	
IT Labor Support (Shared)	A	\$58.56	0.20	
Finance Support	A	\$55.14	0.20	

(WRR1015)

Page 63 of 78

(April 21, 2016)

<u>HR Management/Support</u>	<u>A</u>	<u>\$45.87</u>	<u>0.10</u>	
<u>HR Specialist</u>	<u>A</u>	<u>\$30.64</u>	<u>0.95</u>	
<u>Vacancy Rate</u>	<u>A</u>	<u>\$24.20</u>	<u>(2.60)</u>	
<u>Staffing Subtotal</u>				<u>\$3,105,151</u>
<u>Employee Benefits⁽⁴⁾</u>				<u>\$836,851</u>
<u>TOTAL STAFFING & EMPLOYEE BENEFITS</u>				<u>\$3,942,002</u>
<u>TOTAL SERVICES AND SUPPLIES⁽⁵⁾</u>				<u>\$162,550</u>
<u>SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</u>				<u>\$4,104,552</u>
<u>INDIRECT COSTS⁽⁶⁾⁽⁷⁾</u>				<u>\$889,063</u>
<u>PROFIT⁽⁸⁾</u>				<u>\$349,607</u>
<u>MAXIMUM OBLIGATION JULY 1, 2022 - JUNE 30, 2023</u>				<u>\$5,343,222</u>

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

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
<u>Supervisor</u>	<u>D</u>	<u>\$32.57</u>	<u>7.00</u>	
<u>Specialized Case Manager</u>	<u>D</u>	<u>\$25.69</u>	<u>7.00</u>	
<u>Case Manager</u>	<u>D</u>	<u>\$22.98</u>	<u>34.00</u>	
<u>Supervisor (re-engagement)</u>	<u>D</u>	<u>\$32.57</u>	<u>1.00</u>	
<u>Office Assistant</u>	<u>A</u>	<u>\$16.97</u>	<u>4.00</u>	
<u>Executive Oversight</u>	<u>A</u>	<u>\$66.09</u>	<u>0.20</u>	
<u>Project Director</u>	<u>A</u>	<u>\$52.90</u>	<u>1.00</u>	
<u>Performance/Quality Manager</u>	<u>A</u>	<u>\$36.85</u>	<u>1.00</u>	
<u>Operations Manager</u>	<u>A</u>	<u>\$37.73</u>	<u>2.00</u>	
<u>Training and Quality Coordinator</u>	<u>A</u>	<u>\$25.41</u>	<u>3.00</u>	
<u>IT Labor Support (Shared)</u>	<u>A</u>	<u>\$60.12</u>	<u>0.20</u>	
<u>Finance Support</u>	<u>A</u>	<u>\$56.37</u>	<u>0.20</u>	
<u>HR Management/Support</u>	<u>A</u>	<u>\$47.09</u>	<u>0.10</u>	
<u>HR Specialist</u>	<u>A</u>	<u>\$31.45</u>	<u>0.95</u>	
<u>Vacancy Rate</u>		<u>\$24.96</u>	<u>(2.60)</u>	

<u>Staffing Subtotal</u>	<u>\$3,197,452</u>
<u>Employee Benefits⁽⁴⁾</u>	<u>\$850,255</u>
<u>TOTAL STAFFING & EMPLOYEE BENEFITS</u>	<u>\$4,047,707</u>
<u>TOTAL SERVICES AND SUPPLIES⁽⁵⁾</u>	<u>\$138,399</u>
<u>SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</u>	<u>\$4,186,106</u>
<u>INDIRECT COSTS⁽⁶⁾⁽⁷⁾</u>	<u>\$909,767</u>
<u>PROFIT⁽⁸⁾</u>	<u>\$356,766</u>
<u>MAXIMUM OBLIGATION JULY 1, 2023 - JUNE 30, 2024</u>	<u>\$5,452,639</u>
<u>BUDGET FOR PERIOD OF JULY 1, 2024, THROUGH June 30, 2025</u>	

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
Supervisor	D	\$33.70	7.00	
Specialized Case Manager	D	\$26.20	7.00	
Case Manager	D	\$23.43	34.00	
Supervisor (re-engagement)	D	\$33.70	1.00	
Office Assistant	A	\$17.45	4.00	
Executive Oversight	A	\$67.41	0.20	
Project Director	A	\$53.95	1.00	
Performance/Quality Manager	A	\$37.58	1.00	
Operations Manager	A	\$38.48	2.00	
Training and Quality Coordinator	A	\$25.91	3.00	
IT Labor Support (Shared)	A	\$61.31	0.20	
Finance Support	A	\$57.26	0.20	
HR Management/Support	A	\$48.03	0.10	
HR Specialist	A	\$32.08	0.95	
Vacancy Rate		\$25.53	(2.60)	
<u>Staffing Subtotal</u>				<u>\$3,269,213</u>
<u>Employee Benefits⁽⁴⁾</u>				<u>\$893,446</u>
<u>TOTAL STAFFING & EMPLOYEE BENEFITS</u>				<u>\$4,162,659</u>

<u>TOTAL SERVICES AND SUPPLIES</u> ⁽⁵⁾	<u>\$143,168</u>
<u>SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</u>	<u>\$4,305,827</u>
<u>INDIRECT COSTS</u> ^{(6) (7)}	<u>\$935,696</u>
<u>PROFIT</u> ⁽⁸⁾	<u>\$366,963</u>
<u>MAXIMUM OBLIGATION JULY 1, 2024 - JUNE 30, 2025</u>	<u>\$5,608,486</u>

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

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

^{(2) (3)} For hourly employees, Full-Time Equivalent (FTE) is defined as the ~~maximum~~ amount of time (stated as a percentage) ~~each~~the position will be providing services under the terms of this ~~Agreement~~Contract. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the ~~maximum~~ amount of time (stated as a percentage) the position will be paid for under the terms of this ~~Agreement~~Contract, regardless of the number of hours actually worked. ~~CONTRACTOR will not be reimbursed for overtime unless approved in advance by ADMINISTRATOR.~~

~~⁽³⁾ Total salaries are calculated using the average salary for the positions where there are multiple FTEs; and using maximum hourly rates for positions where there are one or less FTE.~~

⁽⁴⁾ Employee Benefits include ~~contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long term disability insurance; project and management bonuses; Medical, Dental, Life and Disability Insurance; 401(k) expenses; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax expenses, based on the currently prevailing rates; Other benefits include: employee welfare benefit; transportation and vacation accrual limited training; subsidy to the amount cover Covid-related absences; and fringe costs associated with work performed by CONTRACTOR employees outside~~

of vacation time earned during the fiscal years in which such expense is claimed. The overall benefit Maximus US Services, Inc. group for the benefit of CONTRACTOR projects (standard rate shall of 42% of charged labor used). Employee bonuses not to exceed 28.35% for July 1, 2016 through June 30, 2017, 28.49% for July 1, 2017 through June 30, 2018, 28.63% for July 1, 2018 through June 30, 2019, 28.78% for July 1, 2019 through June 30, 2020 and 28.92% for July 1, 2020 through June 30, 2021, of the actual salary expense claimed.

~~(45) — four percent (4%) of Direct and Administrative positions are defined as all other classifications either higher than first line supervisors or positions not providing services to clients. Administrative positions higher than first line supervisors must be specified as either salaried or hourly positions.~~

~~(46) — Mileage is limited to the amount allowed by the United States Internal Revenue Service.~~

~~(47) — Other includes costs of customary ongoing recruiting costs; Trade, Business and Professional activities; and other allowable and necessary costs that cannot be practically classified into a separate category. The amount assigned to this category is based upon past experience with the CalWORKs Program.~~

~~(48) — Employee Bonuses are calculated at two percent (2%) of Services annual salaries.~~

CONTRACTOR will utilize the performance bonus as reward and recognition for those employees who meet or exceed performance requirements or program objectives. The overall benefit rate shall not exceed: 26.92% for July 1, 2022, through June 30, 2023; 26.56% for July 1, 2023, through June 30, 2024; 27.30% for July 1, 2024, through June 30, 2025, of the actual salary expense claimed.

~~(49) — Estimated Overhead not to exceed thirteen point seventy percent (13.70%) of actual allowable costs for salaries and employee benefits. CONTRACTOR shall provide supporting documentation upon request by ADMINISTRATOR.~~

~~(50) — Estimated General and Administrative Costs not to exceed fifteen point eighty percent (15.80%) of actual allowable costs for the following: salaries, employee benefits, other program costs, and Profit.~~

~~(51) — Profit not to exceed \$373,120 for July 1, 2016 through June 30, 2017; the amount of \$375,898 for July 1, 2017 through June 30, 2018; the amount of \$380,857 for July 1, 2018 through June 30, 2019; the amount of \$385,407 for July 1, 2019 through June 30, 2020; and the amount of \$390,501 for July 1, 2020 through June 30, 2021, to be reimbursed in arrears, provided that the total amount paid, including actual allowable costs specified in Paragraph 10 of this Exhibit A does not exceed the Maximum Obligation specified in Paragraph 20.1.~~

~~(52) — In the event CONTRACTOR obtains a Federally approved indirect cost rate during the term of this Agreement, such cost rate shall be~~

1 applied effective the date specified by the Federal government. If
 2 the Federal government specifies no effective date, then the rate
 3 shall apply retroactively to the amount expended under the Agreement
 4 subject to the limitations set forth in Paragraph 10 of this Exhibit
 5 A. In the event there is no Federally approved indirect cost rate
 6 during the term of this Agreement, the indirect rate established by
 7 the independent indirect rate audit for the periods of October 1,
 8 2016 through September 30, 2017, October 1, 2017 through September
 9 30, 2018, October 1, 2018 through September 30, 2019, October 1,
 10 2019 through September 30, 2020, and October 1, 2020 through
 11 September 30, 2021, shall be applied to the corresponding period for
 12 all funds expended under this Agreement.

13 CONTRACTOR and⁽⁵⁾ Services and supplies shall include expenses for: technology,
 14 telephone, travel, office supplies, postage, express mail, and printing and graphics.
 15 Travel includes all costs associated with all out of town and local travel for: project
 16 related staff training; client home visits; project planning; and project reviews. Travel
 17 costs include: airfare; lodging; rental car; mileage; and meals. CONTRACTOR shall
 18 adhere to the Federal Travel Regulations and Joint Travel Regulation policies to set
 19 guidelines for each employee. CONTRACTOR travel policy shall be made available
 20 to each employee and strictly enforced through internal controls. Office expenses
 21 include: all office supplies, not provided by the ADMINISTRATOR, required to
 22 perform the services under this Contract; standard office supplies such as paper,
 23 copier toner, printer toner, pens, pencils, binding materials; and postage expenses.
 24 Also included are the cost of subscriptions, staff meetings, employment verification
 25 costs and printing. Mileage is limited to the amount allowed by IRS.

26 ⁽⁶⁾ Indirect Costs include Overhead costs and General and Administrative costs.
 27 Overhead costs include: overhead labor and associated fringe benefits; any rent
 28 related to division level space; travel related expenses; severance; division level
depreciation and amortization; and allocation of certain company level home office
expenses for human resources and Information Technology help desk functions. The
company level expenses that are allocated through the Overhead costs are applied
based on estimated division-level headcount. Overhead costs are calculated by
multiplying the overhead percentage rate by the sum of direct labor and fringe benefit
costs [Overhead = (Total Labor + Employee Benefits) x Overhead Rate]. The
Overhead rate applied here is 10.0%. General and Administrative costs include: an
allocation of certain home office expenses not covered in the overhead pools
including departments such as the office of CEO and CFO, General Counsel,

Accounting, Tax and Investor Relations; an allocation of the US Services Reporting Segment costs; and bid and proposal costs supporting the division. G&A is calculated by multiplying the G&A percentage rate by the sum of direct labor, fringe benefits, overhead, and G&A bearing other direct costs (excluding expenses related to subcontractors, interdivisional costs, and deferred contract cost amortization) [G&A = (Total Labor + Employee Benefits + Overhead + G&A bearing Other Direct Costs) x G&A Rate]. The G&A rate applied here is 11.0%. In the event the indirect cost rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.

(7) Following the close of each fiscal year occurring September 30th, CONTRACTOR will engage the services of a Certified Public Accountant firm to audit divisions and/or programs which require indirect rate audits. Consistent with practices incorporated by the Federal Government under Federal Accounting Regulations principles, CONTRACTOR will invoice the State annually for a one-time true up adjustment to reflect the final, actual audited indirect rates for the year.

(8) Profit not to exceed 7% of total requested budget each fiscal year.

~~3.2~~12.2 ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum funding obligation as stated in Subparagraph ~~20.1~~21.1 of this ~~Agreement~~Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph ~~42.3~~42.4 of this ~~Agreement~~Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph ~~20.1~~21.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this ~~Exhibit A~~Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

~~8.~~ CONTRACTOR STAFF

~~8.1~~ Recruitment and Hiring Practices

~~8.1.1~~ CONTRACTOR shall use a formal recruitment plan, which complies with

~~Federal and State employment and labor regulations. CONTRACTOR shall hire staff with the education and experience necessary to appropriately perform all functions required under this Agreement.~~

~~8.1.2 — CONTRACTOR's staff shall be able to read, write, speak and understand English.~~

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

13. STAFFING REQUIREMENTS

CONTRACTOR shall:

13.1 Recruit, hire, and retain the requisite number of culturally and linguistically appropriate staff to operate program services as provided for in the budget.

13.2 Maintain a staffing ratio as determined by ADMINISTRATOR.

13.3 Provide training and maintain a competent, stable, and experienced workforce to fulfill service requirements.

13.4 Retain staff with interpersonal skills to address challenges with providing Case Management Services to difficult-to-serve populations.

13.5 Fill any vacancies, which may occur during the term of this Contract, in order to ensure the continuous and efficient delivery of services to PARTICIPANT(s). CONTRACTOR shall fill any vacancies with individuals with the appropriate experience and levels of education required for the job and notify the ADMINISTRATOR of changes in staffing. CONTRACTOR shall verify degrees accreditation of college or university.

13.6 Obtain prior approval from ADMINISTRATOR before scheduling staff overtime.

13.7 Ensure direct service staff are fluent in and possess the ability to prepare written reports in English.

13.8 Ensure direct staff are trained in Cal-OAR, including, but not limited to: data entry

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

requirements.

13.9 Ensure direct service staff are trained in CalWORKs 2.0 including, but not limited to: Motivational Interviewing techniques, 2Gen, and trauma-informed approached.

13.10 Ensure direct service staff are trained in the use of CalJOBS and/or other job databases to understand the local labor market information, industry clusters, career pathways and demand occupations, and other local resources that are available to assist PARTICIPANT(s) seeking, obtaining, and retaining employment.

13.11 CONTRACTOR shall provide the following described staff positions continuously throughout the term of the Contract:

13.11.1 Executive Oversight

Duties:

13.11.1.1 Oversees operations, fiscal operations, quality assurance, human resources, and operational resource/processes;

13.11.1.2 Monitors project status and achievement of contractual goals; and

13.11.1.3 Facilitates communication with corporate executives to provide a cohesive support system for the project that includes strong billing integrity principles, contract compliance, and overall performance achievement.

Qualifications:

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

13.11.1.5 A minimum of ten (10) years of program management experience; and

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

13.11.2 Project Director

Duties:

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

13.11.2.2 Serve as designated liaison for all contractual programmatic,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

fiscal, and administrative issues;

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

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

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

Qualifications:

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

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

13.11.3 Performance/Quality Manager

Duties:

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

13.11.3.2 Verify the administration of Case Management Services is in compliance with all contractual, County, State and Federal requirements; and

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

Qualifications:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

13.11.4 Operations Manager

Duties:

13.11.4.1 ~~bilingual first line~~ Serve as back-up for Project Director.

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

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

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

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

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

Qualifications:

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

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

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

13.11.5 Supervisor (re-engagement)

Duties:

~~3.2.1.1~~ 13.11.5.1 Provide administrative and technical supervision to Case Managers, and Administrative Support staff to serve Participants whose primary language is Arabic, Spanish or Vietnamese, and provide translation services for other languages as needed so that all Participants are provided services in their primary language, and Specialized Case Managers to ensure that

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

assigned Case Management staff meet Outcome Objectives, as specified in Paragraph 3 of this Attachment A;

~~8.1.3 — Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give priority consideration for such employment opening to laid off or displaced COUNTY employees who meet CONTRACTOR's minimum qualifications;~~

~~8.1.4 — CONTRACTOR shall also give priority consideration to qualified job-ready WTW Participants when filling vacant positions funded by this Agreement. Participants hired by CONTRACTOR shall be offered full employee benefits, including participation in any applicable bonus plan(s);~~

~~8.2 — Personnel Records:~~

~~CONTRACTOR shall maintain personnel files for each employee, and make such files available at a centralized location in Orange County. The personnel files shall contain at a minimum the following information:~~

~~13.11.5.2 A complete employment—Monitor interaction between Case Managers and PARTICIPANT(s) during interviews and other face-to face contact;~~

~~8.2.1 — Direct Case Managers and Specialized Case Managers in the application;~~

~~8.2.2 — Documentation of pre-employment reference checks;~~

~~8.2.3 — Documentation of a California Department of Motor Vehicles (DMV) identification;~~

~~8.2.4 — Periodic written performance evaluations;~~

~~8.2.5 — Documentation of attendance TANF and content of in-service training provided to employee;~~

~~8.2.6 — Confidentiality statement;~~

~~3.2.1.2 13.11.5.3 Child and elder abuse reporting/or CalWORKs/WTW Program requirements; and~~

~~8.2.7 — Agreement to Comply Conduct complete case reviews in accordance with the County of Orange Social Services Agency Information Technology Security and Usage Policy (Exhibit B of this Agreement).~~

~~8.3 — Staff Training:~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~3.2.1.313.11.5.4~~ CONTRACTOR's staff directly serving Participant, or supervising those who do, shall be thoroughly familiar with the WTW service delivery model contained in the current Orange COUNTY CalWORKs Quality Assurance Plan, incorporated herein by reference; to verify compliance with TANE, CalWORKs/WTW eligibility Program requirements; COUNTY policies and related instructions, COUNTY data systems, including CalWIN; welfare fraud and child abuse/elder abuse reporting requirements, the State Hearing process, and Civil Rights compliance requirements; and/or COUNTY policy.

Qualifications:

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

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

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

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

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

13.11.6 Supervisor

Duties:

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

Qualifications:

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

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

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

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

13.11.7 Specialized Case Manager

Duties:

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Qualifications:

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

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

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

13.11.8 Case Manager

Duties:

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

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

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

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

Qualifications:

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

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

13.11.9 Training and Quality Coordinator

Duties:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

Qualifications:

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

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

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

13.11.10 Office Assistant

Duties:

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

13.11.10.2 Order and distribute office supplies.

13.11.10.3 Assist project management team with updating policies and procedures for office operations in compliance with contract, company, and office policies ~~to CONTRACTOR during start-up, and subsequently as these materials are revised or new policies are developed. Program and operational policies, procedures;~~

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

13.11.10.5 Prepare and distribute daily staff attendance.

Qualifications:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

13.11.11 IT Labor Support (Shared)

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

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

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

Qualifications:

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

13.11.12 Finance Support

Duties:

13.11.12.1 ~~provided by~~ Develop and prepare budget-tracking reports to assist the Project Director with the fiscal monitoring of this Contract to ensure overall program integrity and compliance with State and COUNTY requirements;

13.11.12.2 Implement internal controls and support the auditing of the project's financial records;

13.11.12.3 Prepare, submit, and track the payment of project invoices to ADMINISTRATOR, including taking corrective action on invoice disallowances;

13.11.12.4 Maintain a requisition file of all contract-related purchases and expenditures; and

13.11.12.5 Serve as liaison to ADMINISTRATOR regarding the submission of financial reports and back up documents.

Qualifications:

13.11.12.6 Bachelor's degree from an accredited college or university in accounting, finance, or business administration, or four (4) years of experience in accounting, finance, or business administration; and

13.11.12.7 Minimum of five (5) years of experience in a management

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

position in a health or human services related field.

13.11.13 HR Management/Support

Duties:

13.11.13.1 ~~must be used by CONTRACTOR when~~ Provide oversight for all human resources functions and serve as the corporate interface for the coordination of all human resources and payroll activities;

13.11.13.2 Direct recruitment and hiring efforts to maintain compliance with company policies and meet departmental needs; provide information and assistance to job applicants;

13.11.13.3 Develop, update, and communicate human resources policies and procedures;

13.11.13.4 Track employee satisfaction, initiates processes to improve employee satisfaction and make certain employee grievances are addressed in a timely manner;

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

~~3.2.1.4~~ 13.11.13.6 Participate in the development, delivery, and coordination of training ~~its staff.~~ activities at all levels to make certain that staff are knowledgeable regarding the critical functions of their job, as well as corporate requirements pertaining to human resources;

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

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

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

Qualifications:

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

resources field;

13.11.13.12 Three (3) years of supervisory experience; and

13.11.13.13 Demonstrated track record managing human resources staff.

13.11.14HR Specialist

Duties:

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

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

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

13.11.14.4 Maintains and audits employee personnel files.

Qualifications:

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

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

14. TRAINING

CONTRACTOR shall:

14.1 Ensure that all reception and support staff have received training in customer service, communication skills, and proficient computer skills (e.g., Windows, Microsoft Office).

14.2 Ensure CONTRACTOR's staff attend training, conferences, and meetings as required by ADMINISTRATOR.

14.3 Provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.

14.4 Ensure CONTRACTOR's staff receives cultural awareness, sensitivity, and responsiveness training.

14.5 Maintain a log of in-house training activities for CONTRACTOR's staff. This log

shall be made available to ADMINISTRATOR, upon request.

ADMINISTRATOR shall:

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

15. QUALITY ASSURANCE/QUALITY CONTROL

~~8.3.1 — CONTRACTOR shall be required to attend training(s) and/or meetings that ADMINISTRATOR determines to be mandatory, and provide CONTRACTOR staff with ongoing training and assistance to ensure that contract deliverables are met. Attendance at optional training opportunities provided by ADMINISTRATOR will be at ADMINISTRATOR's discretion.~~

~~8.3.2 — CONTRACTOR agrees that information shared at trainings and/or meetings will be communicated to relevant staff so that appropriate services are delivered within guidelines set forth in Orange County CalWORKs/WTW Policies and Procedures, the Orange County CalWORKs Plan, and Federal and State regulations, as they may now exist or be hereafter amended. Any other written and/or verbal program instructions ensuing from trainings and/or meetings shall also be shared with relevant staff. All training materials developed by CONTRACTOR shall be establish and submit a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR in advance of training.~~

~~8.3.3 — CONTRACTOR shall ensure that CONTRACTOR staff receives training in understanding the cultural differences among groups of Participants, and recognizes and effectively intervenes to overcome any language and/or cultural barriers to employment.~~

~~8.3.4 — CONTRTACTOR shall maintain a log of in-house training activities and~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

staff in attendance. This log shall be made available to ADMINISTRATOR upon request.

~~9. STAFF POSITIONS~~

CONTRACTOR shall provide the following described staff positions:

~~3.4.1.1.1 Case Manager Supervisor~~

~~3.4.1 Duties:~~

~~9.1.1.1 Supervise Case Management Staff; provide administrative and technical supervision to CalWORKs Case Managers and Specialized Case Managers to ensure that assigned Case Management Staff meet requirements relative to WPR, placement, wages and retention for Participants.~~

~~9.1.1.2 Direct Case Management Staff in the application of MAXIMUS and CalWORKs/WTW Policies and Procedures.~~

~~9.1.1.3 Monitor interaction between Case Managers and Participants during interviews and other face to face contact.~~

~~9.1.1.4 Conduct complete case reviews in accordance with the Quality Assurance Plan to verify compliance with documentation and participation requirements.~~

~~9.1.1.5 Conduct in-depth reviews of non-compliance and under performing cases and guides Case Management Staff in action steps to improve outcomes for Participants.~~

~~9.1.1.6 Review case records, including WTW Plans for completeness, accuracy, consistency, conformity with CalWORKs/WTW laws, regulations, policies, and case management practices.~~

~~9.1.1.7 Discuss case with Case Managers to suggest and recommend methods of resolving issues.~~

~~9.1.1.8 Meet and maintain relationships with service providers to resolve difficulties; assist Case Managers in reconciling Participants' disputes with service providers' and/or agency policies; and participate in grievance hearings.~~

~~9.1.1.9 Utilize computer information system(s) to monitor and evaluate staff performance; supervise the preparation of reports by Case Management Staff.~~

~~9.1.1.10 Perform other duties as may be assigned by~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

management.

~~3.4.2 Qualifications:~~

~~9.1.1.11 Bachelor's degree from an accredited college or university, preferably in a human services related field, or four (4) years of experience in employment services or human services.~~

~~9.1.1.12 Minimum of one (1) year of CalWORKs and/or WTW experience. Prior supervisory experience is preferred.~~

~~9.1.1.13 Competent in the use of personal computers and knowledgeable in the use of word processing and spreadsheet programs such as Microsoft Word and Excel.~~

~~9.1.1.14 Possess excellent organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently. Bilingual capabilities in Spanish, or Vietnamese or Arabic preferred.~~

9.2 ~~Specialized Case Manager~~

~~3.4.3 Duties:~~

~~9.2.1.1 Provide intensive case management to a caseload of specialized CalWORKs Participants working towards the goal of self sufficiency and unsubsidized employment under the general supervision of the Case Manager Supervisor.~~

~~9.2.1.2 Provide Cal Learn, Domestic Abuse, and Family Stabilization Case Management Services, and Mutual Client Case Management Services with Child and Family Services.~~

~~9.2.1.3 Provide Participants with a clear understanding of the CalWORKs/WTW program and services.~~

~~9.2.1.4 Provide encouragement and support to Participants to ensure successful participation in each step/component of the CalWORKs/WTW program.~~

~~9.2.1.5 Serve as primary linkage between Participant and program services.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~9.2.1.6 Provide continuous motivation to keep the Participant moving toward employment goals.~~

~~9.2.1.7 Interview Participants to elicit basic program information for entry in computer information system(s).~~

~~9.2.1.8 Review Participant information for exemption from the CalWORKs/WTW program and good cause for non participation.~~

~~9.2.1.9 Advise the Participant of program choices and refer them to the appropriate CalWORKs/WTW Activity based on Participant evaluation, and Orange County CalWORKs/WTW Policies and Procedures.~~

~~9.2.1.10 Assess for Supportive Services needs, make appropriate referrals for services and coordinate ongoing services needs on a regular basis with County staff per COUNTY Policy.~~

~~9.2.1.11 Monitor progress of the Participant through the CalWORKs/WTW Program.~~

~~9.2.1.12 Conduct good cause determination.~~

~~9.2.1.13 Maintain accurate case records for the Participant in the computer information system(s).~~

~~9.2.1.14 Re engage and educate non-compliant Participants on the benefits of participating in the CalWORKs/WTW Program.~~

~~9.2.1.15 Re evaluate Participants for previously unreported and/or undetected barriers to participation and assess their current knowledge, aptitude, skill, and experience for work.~~

~~9.2.1.16 Provide Participants intensive outreach services including face to face, off site, and home visits.~~

~~9.2.1.17 Conduct follow up Participant meetings and appointments to validate program activity and continued progress.~~

~~9.2.1.18 Complete monthly contacts as required.~~

~~9.2.1.19 Complete case narrations as required.~~

~~9.2.1.20 Complete and submit reports as required.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~9.2.1.21 Perform other duties as may be assigned by management.~~

~~3.4.4 Qualifications:~~

~~9.2.1.22 Bachelor's degree from an accredited college or university, preferably in a human services related field, or four (4) years of experience in employment services, or human services.~~

~~9.2.1.23 Minimum of one (1) year work experience required in social casework in a public or private organization.~~

~~9.2.1.24 Competent in the use of personal computers and knowledgeable in the use of word processing and spreadsheet programs such as Microsoft Word and Excel. Bilingual capabilities in Spanish, Vietnamese or Arabic preferred.~~

~~9.2.1.25 Possess excellent organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently.~~

~~9.3 Case Manager~~

~~3.4.5 Duties:~~

~~9.3.1.1 Provide case management to CalWORKs Participants working towards the goal of self sufficiency and unsubsidized employment under the general supervision of the Case Manager Supervisor.~~

~~9.3.1.2 Provide Participants with a clear understanding of the CalWORKs/WTW program and services.~~

~~9.3.1.3 Provide encouragement and support to Participants to ensure successful participation in each step/component of the program.~~

~~9.3.1.4 Serve as primary linkage between Participant and program services.~~

~~9.3.1.5 Provide continuous motivation to keep the Participant moving toward employment goals.~~

~~9.3.1.6 Interview Participants to elicit basic program~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

information for entry in computer information system(s).

~~9.3.1.7 — Review Participant information for exemption from the CalWORKs/WTW program and good cause for non-participation.~~

~~9.3.1.8 — Advise the Participant of program choices and refer them to the appropriate CalWORKs/WTW Activity based on Participant evaluation, and Orange County CalWORKs/WTW Policies and Procedures.~~

~~9.3.1.9 — Assess for Supportive Services needs, make appropriate referrals for services and coordinate ongoing services needs on a regular basis with County staff per COUNTY Policy.~~

~~9.3.1.10 — Monitor progress of the Participant through the CalWORKs/WTW Program.~~

~~9.3.1.11 — Conduct good cause determination.~~

~~9.3.1.12 — Maintain accurate case records for the Participant in the computer information system(s).~~

~~9.3.1.13 — Re-engage and educate non-compliant Participants on the benefits of participating in the CalWORKs/WTW Program.~~

~~9.3.1.14 — Re-evaluate Participants for previously unreported and/or undetected barriers to participation and assess their current knowledge, aptitude, skill, and experience for work.~~

~~9.3.1.15 — Provide intensive outreach services including face-to-face, off-site, and home visits.~~

~~9.3.1.16 — Conduct follow up Participant meetings and appointments to validate program activity and continued progress.~~

~~9.3.1.17 — Complete monthly contacts as required.~~

~~9.3.1.18 — Complete case narrations as required.~~

~~9.3.1.19 — Complete and submit reports as required.~~

~~9.3.1.20 — Perform other duties as may be assigned by management.~~

~~2.4.6 — Qualifications.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~9.3.1.21 Bachelor's degree from an accredited college or university, preferably in a human services related field, or four (4) years of experience in employment services, or human services.~~

~~9.3.1.22 Competent in the use of personal computers and knowledgeable in the use of word processing and spreadsheet programs such as Microsoft Word and Excel. Bilingual capabilities in Spanish, Vietnamese or Arabic preferred.~~

~~9.3.1.23 Possess excellent organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently.~~

9.4 Office Assistant

~~3.4.7 Duties:~~

~~9.4.1.1 Provide general office support at each location including, but not limited to, typing, answering phones, and handling all incoming and outgoing mail, faxes, and voice mails.~~

~~3.4.7.11.1.1.1 Order and distribute office supplies.~~

~~9.4.1.2 Assist project management team with updating policies and procedures for office operations in compliance with contract, company, and office policies.~~

~~9.4.1.3 Assist case management team with various clerical assignments such as by not limited to case assignment, copying, word processing, preparing reports, and organizing records and forms.~~

~~3.4.7.21.1.1.1 Prepare and distribute daily staff attendance.~~

~~9.4.1.4 Perform other duties as may be assigned by management.~~

##

~~3.4.8 Qualifications:~~

~~9.4.1.5 High school diploma, General Education Diploma (GED); or a minimum of three (3) months of related experience, preferably in a human services field, or training in an office setting.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~9.4.1.6 ——— Competent in the use of personal computers and knowledgeable in the use of word processing and spreadsheet programs such as Microsoft Word and Excel; knowledge in the use of general office equipment; experience working with culturally and linguistically diverse and disadvantaged populations; ability to work with the public; and ability to work as a team member, as well as independently.~~

~~9.4.1.7 ——— Possess excellent organizational, interpersonal, written and verbal skills; ability to perform comfortably in a fast paced, deadline-oriented work environment; and ability to successfully execute many complex tasks simultaneously.~~

~~3.5.1.1.1 Project Director~~

~~3.5.1 ——— Duties~~

~~9.4.1.8 ——— Responsible for the overall management and coordination of the contract.~~

~~9.4.1.9 ——— Serve as designated liaison for all contractual programmatic, fiscal, and administrative issues.~~

~~9.4.1.10 ——— Provide leadership and direction to ensure compliance with all SSA contract management requirements.~~

~~9.4.1.11 ——— Develop and monitor performance to meet or exceed goals and objectives.~~

~~9.4.1.12 ——— Establish business priorities and provide direction and overall leadership to the management team.~~

~~9.4.1.13 ——— Coordinate with MAXIMUS to address program support needs.~~

~~9.4.1.14 ——— Develop and maintain effective communication with appropriate ADMINISTRATOR managers, and management the level staff from partnering entities.~~

~~9.4.1.15 ——— Direct the overall planning and implementation of the program.~~

~~9.4.1.16 ——— Oversee all segments of project operations and deploy resources to address all operational needs.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~9.4.1.17~~ Directly supervise the Operations Managers Finance, Human Resources, and Quality Manager; and provide fiscal oversight.

~~9.4.2~~ ~~Qualifications:~~

~~9.4.2.1~~ Bachelor's degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related field or four (4) years of experience in Social Welfare, Business Administration, Public Administration, or in a human services related field.

~~9.4.2.2~~ A minimum of seven (7) years supervisory experience; of which a minimum of three (3) years of management experience for public welfare programs is preferred; of which a minimum of two (2) years of experience in a human services related field, experience in CalWORKs and/or WTW is preferred.

~~9.4.2.3~~ Experienced and articulate in public speaking and presentation skills.

~~9.4.2.4~~ Possess exceptional organizational, interpersonal, written, and verbal communication skills; ability to comfortably perform in a fast paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently.

##

~~9.5~~ ~~Human Resources~~

~~3.5.2~~ ~~Duties:~~

~~9.5.1.1~~ Perform human resource activities under the general direction of the Project Director.

~~9.5.1.2~~ Provide direct supervision of the HR Specialist.

~~9.5.1.3~~ Oversee the project's recruiting and hiring efforts.

~~9.5.1.4~~ Ensure certain compliance with Equal Employment Opportunity and Americas with Disabilities Act requirements.

~~9.5.1.5~~ Assist with planning and implementation of the project initiatives related to the human resources function.

~~3.5.3~~ ~~Qualifications:~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~9.5.1.6 — Bachelor's degree from an accredited college or university in Business Administration, or four (4) years experience in Human Resources or a related field; or four (4) years experience in Human Resources or in a highly responsible administrative or staff capacity in the analysis and resolution of problems related to project management, organization, personnel, or systems and procedures.~~

~~9.5.1.7 — Possess personal computer skills and the ability to quickly learn software applications, and knowledge in the use of other general office equipment.~~

~~9.5.1.8 — Possess exceptional organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently.~~

~~///~~

~~9.6 — Operations Manager II~~

~~9.5.4 Duties:~~

~~9.6.1.1 — Serve as Back-Up Contract Manager for Project Director.~~

~~9.6.1.2 — Provide management oversight and direct supervision of Case Manager Supervisors.~~

~~9.6.1.3 — Oversee the day to day management of all aspects of program operation.~~

~~9.6.1.4 — Daily project operations and monitor to ensure compliance with project goals, including WPR, placements, wages and retention for participants.~~

~~9.6.1.5 — Develop and maintain effective communication with ADMINISTRATOR, and management level staff from partnering organizations.~~

~~9.6.1.6 — Ensure administration of the CalWORKs program in compliance with COUNTY, State, and Federal requirements.~~

~~9.6.1.7 — Recruit, supervise, and manage all WTW Case Management Staff.~~

~~9.6.1.8 — Develop and monitor achievement of project goals.~~

objectives, and achievement of staff performance goals.

~~9.6.1.9 Assist and support staff training.~~

~~9.6.1.10 Perform other duties as may be assigned by management.~~

~~3.5.5 Qualifications:~~

~~9.6.1.11 Bachelor's degree from an accredited college or university, preferably in a human services related field, or four (4) years of experience in employment services or human services.~~

~~9.6.1.12 Minimum of two (2) years of experience in a human services related field; experience in CalWORKs or WTW preferred; and at least two (2) years supervisory experience.~~

~~9.6.1.13 Competent in the use of personal computers and knowledgeable of all MS Office applications.~~

~~9.6.1.14 Possess excellent organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently.~~

~~9.7 Operations Manager I~~

~~3.5.6 Duties:~~

~~9.7.1.1 Serve as Back Up Contract Manager for Project Director.~~

~~9.7.1.2 Provide management oversight and direct supervision of Case Manager Supervisors.~~

~~9.7.1.3 Oversee the day to day management of all aspects of program operation.~~

~~9.7.1.4 Daily project operations and monitor to ensure compliance with project goals, including WPR, placements, wages and retention for participants.~~

~~9.7.1.5 Develop and maintain effective communication with ADMINISTRATOR, and management level staff from partnering organizations.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~9.7.1.6 — Ensure administration of the CalWORKs program in compliance with COUNTY, State, and Federal requirements.~~

~~9.7.1.7 — Recruit, supervise, and manage all WTW Case Management Staff.~~

~~9.7.1.8 — Develop and monitor achievement of project goals, objectives, and achievement of staff performance goals.~~

~~9.7.1.9 — Assist and support staff training.~~

~~9.7.1.10 — Perform other duties as may be assigned by management.~~

~~3.5.7 Qualifications:~~

~~9.7.1.11 — Bachelor's degree from an accredited college or university, preferably in a human services related field, or four (4) years of experience in employment services or human services.~~

~~9.7.1.12 — Minimum of two (2) years of experience in a human services related field; experience in CalWORKs or WTW preferred; and at least two (2) years supervisory experience.~~

~~9.7.1.13 — Competent in the use of personal computers and knowledgeable of all MS Office applications.~~

~~9.7.1.14 — Possess excellent organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently.~~

~~3.6.1.1 Training & Quality Coordinator~~

~~3.6.1 Duties:~~

~~9.7.1.15 — Conduct case reviews to ensure service and quality of services and compliance with written policies and procedure;~~

~~9.7.1.16 — Identify potential problems through case reviews and CalWIN;~~

~~9.7.1.17 — Provide monitoring, reviews, and data collection for potential problem areas as assigned.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~9.7.1.18 — Collect and report data related to contract goals and CONTRACTOR's corporate requirements for performance measurement;~~

~~9.7.1.19 — Assist project management team in tracking project and individual targeted performance achievements.~~

~~9.7.1.20 — Assist with quality assurance reporting and provide feedback to project staff;~~

~~9.7.1.21 — Collect and analyze data for staff evaluations;~~

~~9.7.1.22 — Assist with policy implementation in response to Federal, State, and COUNTY legislative and procedural updates.~~

~~9.7.1.23 — Prepare materials for and conduct new hire and on-going training.~~

~~9.7.1.24 — Perform other duties as may be assigned by management.~~

~~3.6.2 Qualifications:~~

~~9.7.1.25 — Bachelor's degree from an accredited college or university, preferably in a human services related field, or four (4) years of experience in employment services or human services; a minimum of one (1) year of experience in a human services related field; and one (1) year of case management experience in welfare reform or employment support.~~

~~9.7.1.26 — Ability to analyze data; clearly communicate in verbal and written form; interact successfully with ADMINISTRATOR's staff; and possess computer literacy in word processing and spreadsheet programs such as MS Word, Excel, and other databases.~~

~~9.7.1.27 — Possess excellent organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently.~~

9.8 — Finance

~~3.6.3 Duties:~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~9.8.1.1 ———— Develop and prepare budget tracking reports to assist the Project Director with the fiscal monitoring of this Agreement to ensure overall program integrity and compliance with State and COUNTY requirements;~~

~~9.8.1.2 ———— Implement internal controls to support and ensure the auditing of the project's financial records.~~

~~9.8.1.3 ———— Prepare, submit, and track the payment of project invoices to ADMINISTRATOR;~~

~~9.8.1.4 ———— Maintain a requisition file of all contract related purchases and expenditures.~~

~~9.8.1.5 ———— Serve as liaison to~~ by August 1, 2022. The Quality Control Plan will be effective on contract start date and will be updated and resubmitted for ADMINISTRATOR regarding the submission of financial reports and back up documents;

~~3.7.15.1 Prepare requests to ADMINISTRATOR to modify budget line items, when instructed by the Project Director, and secure approval from ADMINISTRATOR for the expenditure of funds, as needed,~~ when changes occur. The Quality Control Plan includes, but not be limited to, the following:

~~15.1.1 Prepare budgets~~ The title/level and generate forecasts qualification of personnel performing monitoring functions.

~~3.7.15.1.2 The method for financial~~ ensuring the services, deliverables, and programmatic performance requirements as specified in Attachment A of this Contract are being provided at or above the level of quality per this Contract;

~~9.8.1.6 ———— Analyze and summarize financial data as requested by~~ The method for assuring that the Project Director;

~~9.8.1.7 ———— Troubleshoot problems identified in budget reports, and recommend corrective action to the Project Director.~~

~~9.8.1.8 ———— Reconcile project financial records with CONTRACTOR's corporate financial records, and prepare, under direction, proposed budgets for contract renewal.~~

~~3.7.2 ———— professional~~ Qualifications.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~9.8.1.9 Bachelor's degree from an accredited college or university in accounting, finance, or business administration, or four (4) years of experience in accounting, finance, or business administration.~~

~~9.8.1.10 Minimum of four (4) years of work experience in a similar accounting or financial position.~~

~~9.8.1.11 Ability to effectively analyze data and clearly communicate in verbal and written form, contract and financial details, and computer literacy with word processing and spreadsheet programs such as MS Word, Excel, and other data base applications.~~

~~9.8.1.12 Possess excellent organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast-paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently.~~

9.9 Quality Manager

9.9.1 Duties:

~~9.9.1.1 Provide direct supervision of the Training & Quality Coordinator.~~

~~9.9.1.2 Develop and maintain effective communication with appropriate ADMINISTRATOR managers, and management level staff from partnering entities.~~

~~3.7.3~~15.1.3 Develop and implement planned or systematic actions/tools rendering services under this Contract has the necessary to ensure Case Management Services are performed effectively.~~qualifications;~~

~~9.9.1.3 Ensure the administration of the CalWORKs/WTW program is in compliance with all contractual, County, State and Federal requirements.~~

~~3.7.4~~15.1.4 Ensure The method of identifying and preventing deficiencies in the quality of casework per the quality standards service as required by Orange County CalWORKs/WTW Policies and Procedures, and develops and implements internal systems and procedures.~~ADMINISTRATOR; and~~

~~9.9.1.4 Analyze COUNTY performance audits and provides~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

feedback on findings;

~~9.9.1.5 — Perform internal audits to ensure quality of Case~~

Management Services;

~~3.7.5~~ 15.1.5 ~~Identifies program deficiencies and makes recommendations~~ The method for solutions, providing ADMINISTRATOR with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.

~~9.9.1.6 — Develop and maintain a training program for Case~~

Management Staff and provide direction for ongoing staff training and development.

~~9.9.1.7 — Assist the Project Director with day-to-day project~~

operations, including but not limited to hiring staff; monitoring of staff performance and recommendations for corrective actions; and implementing project activities.

~~9.9.1.8 — Assist with the day-to-day Finance duties such as, but~~

not limited to, preparing vendor invoices for review and approval; and communicating with Finance to ensure proper administration of Finance processes and procedures.

~~9.9.1.9 — Perform other duties as may be assigned by~~

management.

3.7.6 Qualifications:

~~9.9.1.10 — Bachelor's degree from an accredited college or~~

university, preferably in a human services related field, or four (4) years of experience in employment services or human services; a minimum of two (2) years of experience in a human services related field; experience in CalWORKs and/or WTW preferred; and at least two (2) years of supervisory experience.

~~9.9.1.11 — Competent in the use of personal computers and~~

knowledgeable of all MS Office applications.

~~9.9.1.12 — Possess excellent organizational, interpersonal,~~

written, and verbal communication skills; ability to perform comfortably in a fast paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

9.10 ~~Human Resources (HR) Specialist:~~

~~3.7.7 Duties:~~

9.10.1.1 ~~Direct recruitment and hiring efforts to ensure compliance with CONTRACTOR's policies and contract requirements under the general direction of Human Resources;~~

9.10.1.2 ~~Ensure compliance with Equal Employment Opportunity, Americans with Disability Act, and other applicable personnel requirements;~~

9.10.1.3 ~~Establish and oversee the employee performance evaluation process;~~

9.10.1.4 ~~Complete employment verifications;~~

9.10.1.5 ~~Maintain monthly turnover tracking information and reporting requirements;~~

9.10.1.6 ~~Process employee separation procedures; and~~

9.10.1.7 ~~Maintain and update organizational charts.~~

9.10.1.8 ~~Perform other duties as may be assigned by management.~~

~~3.7.8 Qualifications:~~

9.10.1.9 ~~Bachelor's degree from an accredited college or university preferably in Human Resources, Business Administration, or Psychology, or four (4) years experience in human resources.~~

9.10.1.10 ~~Knowledge of Federal and State employment laws.~~

9.10.1.11 ~~Possess experience in conflict and employee relations resolutions in a human resource context (e.g. grievances, leading investigations and reporting.)~~

9.10.1.12 ~~Possess personal computer skills and the ability to quickly learn software applications, and knowledge in the use of other general office equipment.~~

9.10.1.13 ~~Possess excellent organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently; ability to work with a culturally~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

and linguistically diverse population in a courteous and effective manner.

~~9.11 IT Support:~~

~~3.7.9 Duties:~~

~~9.11.1.1 Serve as a Technical Advisor for the project.~~

~~9.11.1.2 Supervise maintenance of all MAXIMUS Information~~

~~Technology (IT) equipment.~~

~~9.11.1.3 Communicate telecommunication needs with Project~~

~~Director and appropriate COUNTY SSA staff.~~

~~9.11.1.4 Coordinate the project's utilization of the mobile app.~~

~~9.11.2 Qualifications:~~

~~9.11.2.1 Associate's degree from an accredited college or university or four (4) years of experience in a Computer Science or related field.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT

~~(WRR1015)~~ Page ~~WRR1022~~ Page 1 of 78 ~~(43~~
April ~~21, 2016~~ 12, 2022

ATTACHMENT B

**TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND**

~~MAXIMUS HUMAN SERVICES, INC.~~

~~FOR THE PROVISION OF CASE MANAGEMENT SERVICES~~

~~AGREEMENT TO COMPLY WITH THE COUNTY OF ORANGE~~ SOCIAL SERVICES

AGENCY POLICY AND PROCEDURE I 6: INFORMATION

TECHNOLOGY SECURITY AND USAGE POLICY

I. PURPOSE

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

II. DEFINITIONS

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

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

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

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

III. POLICY

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

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

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

All SSA workforce members shall do the following:

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

IV. PROCEDURE

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

4. File the signed SSA Information Technology Usage Agreement (Attachment III), the signed Orange County Social Services Agency Confidentiality of Client Information (Attachment IV) and documentation of completion of SSA Information Security Rules of the Road (Attachment V) in the employee's personnel file.

B. The supervisor of an SSA contracted employee, volunteer, intern, and all other non-County employees shall undertake the following steps to ensure that the above policy is enforced. Prior to a workforce member gaining access to Confidential Information, provide them with the following documents to read:

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

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

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

V. ATTACHMENTS

I. Information Technology Security Policy, County of Orange

II. County of Orange Information Technology Usage Policy

III. SSA Information Technology Security and Usage Agreement

IV. Orange County Social Services Agency Confidentiality of Client Information

V. Social Services Agency Information Security Rules of the Road

VI. Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy

ATTACHMENT C

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

I. PURPOSE

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

II. Policy

Use of E-mail, Personal Computers, and other Computer Resources Policy

~~I acknowledge that I have read, understand, and agree to abide by all provisions of the ADMINISTRATOR's Use of E-mail, Personal Computers, and other Computer Resources Policy (I-6) which is attached hereto and incorporated herein by reference. My signature on the aforementioned document shall serve as confirmation of my agreement to stipulations written therein.~~

Information Security Rules of the Road Training

~~I acknowledge that I have read and understand the Orange County Social Services Agency Information Security Rules of the Road training presentation which has been provided by ADMINISTRATOR.~~

Confidentiality Statement

~~I agree to the confidentiality provisions pursuant to Paragraph 31 of this Agreement. Further I acknowledge and agree to the following:~~

~~All written and oral information concerning clients of ADMINISTRATOR is confidential. The term client shall include former, current, and future applicants, recipients, and authorized representatives who have received, are currently receiving, are currently seeking, or in the future will receive services from ADMINISTRATOR. It shall also include all individuals who have been, who currently are, or who are pending potential future investigation in connection with the administration of ADMINISTRATOR's programs.~~

~~Information pertaining to ADMINISTRATOR's clients shall not be disclosed to anyone, in or out of the workplace, including other employees, nor shall it be published, or used by any employee, except for purposes directly connected with the administration of ADMINISTRATOR's programs as set forth in the California Welfare and Institutions Code, or pursuant to an order of a judge of the Juvenile Court.~~

~~Information includes the names of persons, and all other personal or case related information, including, but not limited to, client or case information in client case files; court reports; Juvenile Court records; internal agency memoranda, employee or agency reports, minutes and other documents; internal agency electronic mail and electronic messages; information~~

~~contained in agency electronic data processing databases and systems; client or employee notes, documents, or correspondence; drafts of documents; and oral comments.~~

~~I affirm that if I encounter information which I cannot definitely determine as covered or not by the confidentiality provisions of this Exhibit B and Agreement, I shall confer with and obtain approval from my supervisor before releasing said information.~~

Employee's Printed Name

Employee's Signature

Date

Supervisor's Printed Name

Supervisor's Signature

Date

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. [OST/COR will retain the final PIR for all incident types.](#)

V. REFERENCES

[Compliance of this policy shall be in accordance with the:](#)

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

ATTACHMENT D
SOCIAL SERVICES AGENCY
INFORMATION TECHNOLOGY SECURITY AND USAGE AGREEMENT

Declaration

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

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

<u>Print Name of User</u>	<u>Signature of User</u>	<u>Date</u>

Supervisor of User/Human Resources (HR) Representative:

<u>Print Name of Supervisor or HR Representative</u>	<u>Signature of Supervisor or HR Representative</u>	<u>Date</u>

Formatted: Font color: Blue