

~~AGREEMENT~~

CONTRACT

BETWEEN
COUNTY OF ORANGE
AND

~~ARBOR E & T, LLC~~

~~DBA RESCARE WORKFORCE SERVICES~~

ORANGE COUNTY ASIAN AND PACIFIC ISLANDER COMMUNITY ALLIANCE, INC.

FOR THE PROVISION OF INTEGRATED JOB SERVICES

~~EMPLOYMENT 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 ~~ARBOR E & T, LLC, DBA RESCARE WORKFORCE SERVICES, a Kentucky for-profit corporation, qualified to transact interstate business in the State of California,~~ ORANGE COUNTY ASIAN AND PACIFIC ISLANDER COMMUNITY ALLIANCE, INC., 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 Integrated Job Services in 2022;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of ~~Employment~~Integrated Job Services; ~~and~~

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 ~~of 1997.~~; and

NOW, THEREFORE, IT IS MUTUALLY

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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

1. TERM

The term of this ~~Agreement~~Contract shall commence on ~~July~~January 1, ~~2016~~2023, and terminate on June 30, ~~2021~~2025, unless earlier terminated pursuant to the provisions of Paragraph 4444 of this ~~Agreement~~Contract; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

2.1 This ~~Agreement~~Contract, including ~~Exhibits A, B, C, and D~~any Attachment(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total ~~Agreement~~agreement between the parties as to the subject matter of this ~~Agreement~~Contract. No addition to, or alteration of, the terms of this ~~Agreement~~, ~~unless otherwise provided for in this ~~Agreement~~Contract~~, whether written or verbal, ~~by the parties, their officers, agents, or employees, shall be~~are valid or binding unless made in the form of a written amendment to this ~~Agreement~~Contract which is formally approved and executed by both parties.

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

~~3.~~ DEFINITIONS

~~3.1 — Appraisal: An individualized interview conducted by Welfare To Work (WTW) staff with the Participant to evaluate his/her skills, work history, education, and barriers to employment, to appropriately assign WTW Activities and arrange necessary Supportive Services.~~

~~3.2 — Barriers to Employment: Circumstances that interfere with Welfare To Work (WTW) participation, employment, or job search.~~

~~3.3 — CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California WIC Section 11200 et seq.~~

~~3.4 — CalWORKs Assistance: The CalWORKs financial assistance payment.~~

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~~3.5 — CalWORKs (Federal) Activities: WTW activities outside of the CalWORKs~~

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~~(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).~~

3.6 — ~~CalWORKs (State) Activities: The full range of CalWORKs WTW activities during the CalWORKs (State) WTW 24 Month Time Clock with no core hourly requirement.~~

3.7 — ~~CalWORKs (State) WTW 24 Month Time Clock: A twenty-four (24) month 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.~~

3.8 — ~~Talent Development Specialist: An employee of CONTRACTOR who is responsible for accepting all Job Services and Employment Support Services referrals, and is responsible for documentation, service delivery, outcomes, action plans, and provides ongoing support to all Participants, as referred by WTW Staff.~~

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

3.10 — ~~Compliance Plan: A written plan developed by the Case Manager during the Cause Determination interview to correct Participant non-compliance with CalWORKs/WTW Program requirements.~~

3.11 — ~~Computer Information System: ADMINISTRATOR's on-line system that records Participant activities, participation, progress, and payments for Supportive Services.~~

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3.12 — ~~COUNTY Policy: Orange County CalWORKs/WTW Policies and Procedures 100 Series through 600 Series, and any other direction or instructions provided in writing by ADMINISTRATOR, including, but not limited to, emails and FSS Program Summaries as defined in Subparagraph 3.25 below.~~

3.13 — ~~Domestic Abuse Services Unit (DASU): Employees of ADMINISTRATOR assigned to provide domestic abuse services to Participants.~~

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~~3.14— Earned Income Tax Credit (EITC): A Federal and California tax credit available to people who have earned income and meet the eligibility criteria as outlined in the Department of the Treasury, Internal Revenue Service Publication 596 and Franchise Tax Board Publications 428 and 429.~~

~~3.15— Employment Support Services: Services provided to Participants to 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.~~

~~3.16— Business Solutions Consultants: Specially trained staff at CalWORKs offices employed by CONTRACTOR who network with employers and assist Participants in seeking and securing employment.~~

~~3.17— Job Placement: Employment of WTW Participants during their assignment to Job Services, as defined by COUNTY Policy.~~

~~3.18— Job Services: A four (4) to six (6) week WTW Program that consists of open-entry group workshops and active job search.~~

~~3.19— One Stop Career Centers: Employment based facilities, established statewide, that integrate COUNTY and other service providers into single workforce centers which provide comprehensive career services and labor market information to Participants seeking jobs under various Federal and State funded programs.~~

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~~3.20— 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.~~

~~3.21— Orientation: A presentation that is conducted either individually or in a group setting by CONTRACTOR during which Participants are informed about the CalWORKs Program, including information about cash aid, the WTW Program, Supportive Services, and other benefits available to them.~~

~~3.22— Participant: An individual who is required to participate, or has voluntarily enrolled, in the CalWORKs WTW Program pursuant to State regulations.~~

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~~3.23— Personal Empowerment Program (PEP): A ten (10) week class for domestic abuse victims and their families, as well as for perpetrators of domestic abuse. Classes are offered at domestic abuse shelters.~~

~~3.24— Post-placement Participants: Participants who are currently meeting required WTW participation hours through unsubsidized employment and remain on aid.~~

~~3.25— 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.~~

~~3.26— Recipient: An individual receiving CalWORKs financial assistance.~~

~~3.27— Subsidized Employment: Employment in which a portion of the wage is paid through a government subsidy.~~

~~3.28— Supportive Services: Payments provided to or on behalf of Participants for ancillary, child care, and transportation expense costs.~~

~~3.29— Unsubsidized Employment: Employment without government subsidy.~~

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~~3.30— Vocational Assessment: An evaluation of employability and the need for Employment Support Services which considers work history, employment knowledge, skills, and abilities, education; educational competency level, local labor market conditions, physical limitations, and mental conditions. Vocational Assessments are conducted through another COUNTY contracted service provider.~~

~~3.31— Welfare To Work (WTW): A mandated program under the CalWORKs Act administered in the Social Services Agency of Orange County, which requires non-exempt parents or caretakers in families on CalWORKs Assistance to meet work requirements by participating in WTW activities, with a goal of unsubsidized employment leading to self-sufficiency.~~

~~3.32— Workforce Innovation and Opportunity Act (WIOA) formerly known as Workforce Investment Act (WIA): Established under the Federal Workforce Investment Act (WIA) of 1998 to provide activities designed to increase the employment, retention, and earnings of Participants, and increase attainment of occupational skills by Participants. Activities authorized by WIA are~~

1 provided at the local level via the One-Stop Centers to individuals in need of those services,
 2 including job seekers, dislocated workers, youth, incumbent workers, new entrants to the
 3 workforce, veterans, persons with disabilities and employers. The Federal WIA of 1998 provides
 4 the framework for a national workforce preparation and employment system. Title I of WIA
 5 authorizes and funds a number of employment and training programs in California. Workforce
 6 investment activities authorized by WIA are provided at the local level via One-Stop Career
 7 Centers, to Participants in need of those services. These Participants may include job seekers,
 8 dislocated workers, youth, incumbent workers, new entrants to the workforce, veterans, persons
 9 with disabilities, and employers. The WIA's primary purpose is to provide workforce investment
 10 activities that increase the employment, retention, and earnings of Participants, and increase
 11 occupational skill attainment by Participants. WIA programs were reauthorized by the enactment
 12 of the Federal Workforce Innovation and Opportunity Act on July 22, 2014.

21 3.33—~~WTW Activities: Allowable activities to which a Participant may be assigned as~~
 22 ~~specified in the WIC and the Orange County CalWORKs Plan.~~

23 3.34—~~Welfare To Work (WTW) Case Manager: An employee of ADMINISTRATOR~~
 24 ~~or other COUNTY contractor who provides case management services to Participants.~~

25 3.35—~~Welfare To Work (WTW) Staff: ADMINISTRATOR's staff and other contracted~~
 26 ~~staff with the authority to refer Participants for services as defined by COUNTY Policy.~~

27 3.36—~~Work Participation: The number of hours per week a Participant is required to~~
 28 ~~engage in WTW activities, based on Federal and State requirements.~~

3.37—~~Worksite Provider: Public, non-profit and for-profit businesses where Participants~~
~~may perform their WTW activity. The Worksite Provider may or may not be the employer of~~
~~record in the subsidized employment program.~~

4.3. STATUS OF CONTRACTOR

4.3.1 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

1 or employees. CONTRACTOR assumes exclusively the responsibility for the acts
 2 of its employees or agents as they relate to services to be provided during the course
 3 and scope of their employment.
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 6 **4.2** CONTRACTOR, its agents, and employees ~~and volunteers~~ shall not be
 7 entitled to any rights and/or privileges of COUNTY employees, and shall not be
 8 considered in any manner to be COUNTY employees.
 9

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 11 3.2 CONTRATOR certifies it is in compliance with Disabled Veteran Business
 12 Enterprise requirements at the time this Contract is executed.
 13

14 5.4. DESCRIPTION OF SERVICES; ~~STAFFING~~

15
 16 5.14.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies,
 17 as described in the ~~Exhibits~~ Attachments to the ~~Agreement Between~~ Contract between
 18 County of Orange and ~~ARBOR E & T, LLC, DBA RESCARE WORKFORCE~~
 19 ~~SERVICES~~ CONTRACTOR, for the Provision of Integrated Job Services ~~and~~
 20 ~~Employment Support Services~~, attached hereto and incorporated herein by reference:
 21 ~~Exhibit "A" relating to Job Services, Exhibit "B" relating to Employment Support~~
 22 ~~Services, Exhibit "C" relating to Subsidized Employment Program, Exhibit "D"~~
 23 ~~relating to Service Conditions and Exhibit "E" relating to Agreement to Comply with~~
 24 ~~the County of Orange Social Services Agency Information Technology Security and~~
 25 ~~Usage Policy.~~ CONTRACTOR shall operate continuously throughout the term of
 26 this ~~Agreement~~ Contract with the number and type of staff described and as required
 27 for provision of services hereunder.
 28

5.24.2 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.

5.34.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
 staff to attend an orientation session and subsequent training sessions given by
 COUNTY.

6.5. LICENSES AND STANDARDS

6.15.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 29 of

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

13 ~~6.2.5.2~~ In the performance of this ~~Agreement~~Contract, CONTRACTOR shall comply, ~~unless~~
 14 ~~waived in whole or in part by ADMINSTRATOR~~, with all applicable provisions of
 15 the California Welfare and Institutions Code (WIC~~);~~); Title 45 of the Code of Federal
 16 Regulations (CFR~~);~~); implementing regulations under 2 CFR Part 200, Uniform
 17 Administrative Requirements, Cost Principles, and Audit Requirements for Federal
 18 Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the
 19 United States, State of California, County of Orange, and County of Orange Social
 20 Services Agency, and all administrative regulations, rules, and policies adopted
 21 thereunder, as each and all may now exist or be hereafter amended.

22 ~~6.2.15.2.1~~ For ~~Federally~~federally funded ~~Agreements~~Contracts in the amount of
 23 \$25,000 or more, CONTRACTOR certifies that its officers and/or principals
 24 are not debarred or suspended from ~~Federal~~federal financial assistance
 25 programs and/or activities.

26 7.6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP~~SUBCONTRACTS~~

27 7.16.1 Delegation and Assignment:

28 6.1.1 –In the performance of this ~~Agreement~~Contract, CONTRACTOR may
 neither delegate its duties or obligations nor assign its rights, either in whole
 or in part, without the prior written consent of COUNTY. Any attempted
 delegation or assignment without prior written consent shall be void. The

transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this ~~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.

SUBCONTRACTS##
##

~~7.2 Subcontracts:~~

7.

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.

~~7.2.1~~7.1.1 Subcontracts of \$~~25~~50,000 or less:

7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be ~~twenty-five~~fifty thousand dollars

1 (\$2550,000) or less during ~~each COUNTY fiscal year, July 1st~~
 2 ~~through June 30th, covered under~~ the term of this
 3 ~~Agreement~~Contract. The basis for costs incurred by any such
 4 Purchase Order(s) shall be the actual cost of providing services or
 5 the usual and customary charges established by the organization(s)
 6 providing the services.
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 10 ~~7.2.2~~7.1.2 Subcontracts in excess of \$2550,000:

11 7.1.2.1 CONTRACTOR shall develop and submit for approval to
 12 ADMINISTRATOR a system for the procurement of subcontracts
 13 with any organization in which the total cumulative cost of services
 14 provided by any single organization is anticipated to exceed
 15 ~~twenty-five~~fifty thousand dollars (\$2550,000) during ~~each~~
 16 ~~COUNTY fiscal year, July 1st through June 30th, covered under~~ the
 17 term of this ~~Agreement~~Contract. CONTRACTOR's proposed
 18 procurement system shall take into consideration such factors as:
 19 degree of price competition; pricing policies and techniques;
 20 experience and quality of service; methods of evaluating
 21 subcontractor responsibility; relationship of subcontractor to
 22 CONTRACTOR; and planning, award, and post-award
 23 management of subcontracts, including internal audit procedures
 24 and monitoring of subcontractor's performance until completion of
 25 services.
 26

27 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
 28 proposed procurement system, CONTRACTOR shall comply with
 such procurement system in obtaining subcontracts with a total cost
 in excess of ~~twenty-five~~fifty thousand dollars (\$2550,000) during
~~each COUNTY fiscal year, July 1st through June 30th, covered~~
~~under~~ the term of this ~~Agreement~~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 ~~twenty-five~~fifty thousand

dollars (\$2550,000) during ~~each COUNTY fiscal year, July 1st through June 30th, covered under~~ the term of this ~~Agreement~~Contract.

7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this ~~Agreement~~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 ~~after the date of final payment under this Agreement~~, or until any pending audit is completed.

8. FORM OF BUSINESS ORGANIZATION ~~AND REAL PROPERTY~~
DISCLOSURE/NAME CHANGE

8.1 Form of Business Organization:

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

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

##

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

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

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 changes~~Contract, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this ~~Agreement~~Contract.

~~8.3 — Real Property Disclosure:~~

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

~~8.3.1 — The location by street address and city of any such real property.~~

~~8.3.2 — The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.~~

~~8.3.3 — A detailed description of all existing and pending agreements, with respect to the use or occupation of any such real property. Such description shall include, but not be limited to:~~

~~8.3.3.1 — The term duration of any rental, lease or license agreement;~~

~~8.3.3.2 — The amount of monetary consideration to be paid to the lessor or licensor over the term of the rental, lease or license agreement;~~

~~8.3.3.3 — The type and dollar value of any other consideration to be paid to the lessor or licensor; and~~

~~8.3.3.4 — The full names and addresses of all parties to any agreement concerning the real property and a listing of liens (if any) thereof, together with a listing by full names and addresses of all officers, directors and stockholders of any private corporation, and a similar listing of all general and limited partners of any partnership which is a party.~~

~~8.3.4 — A listing by full names of all of CONTRACTOR's officers, directors and/or partners, members of its administrative and advisory boards, staff and consultants, who have any family relationship by marriage or blood with a party to any agreement concerning real~~

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~~property referred to in Subparagraph 8.3.3, immediately above, or who have any present or future financial interest in such person's business, whether the entity concerned is a corporation or partnership. Such listing shall also include the full names of all of CONTRACTOR's officers, directors, partners and those holding a financial interest. Included are members of its advisory 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, directors, stockholders, or partner(s), as appropriate, and the family relationship which exists between such person(s) and CONTRACTOR's representatives listed.~~

~~8.3.5 — 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.

9. USE OF COUNTY PROPERTY

~~9.1 — 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, to provide services under ~~this Agreement, as is more particularly set forth in that certain lease or license agreement described in Subparagraph 9.2, 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~~

compliance with Paragraph 10 et seq.

10.3 Non-Discrimination in Employment

~~10.4~~10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

~~10.5 Non-Discrimination in Employment:~~

~~10.5.1~~10.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

~~10.5.2~~10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of ~~Social Services~~Fair Employment

~~Public Inquiry and Response Bureau~~

~~P.O. Box 944243, M.S. 8-4-23~~

~~Sacramento~~2218 Kausen Drive, Suite 100

Elk Grove, CA 95814~~95758~~

Telephone: ~~—~~ (800) ~~952-5253~~884-1684

~~—~~ (800) ~~952-8349 (For the hard of hearing)~~700-2320 (TTY)

~~10.6~~10.4 Non-Discrimination in Service Delivery:

~~10.6.1~~10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6;

1 Title II of the Americans with Disabilities Act of 1990, as amended;
 2 California Civil Code Section 51 et seq., as amended; California
 3 Government Code (CGC) Sections 11135-11139.5, as amended; CGC
 4 Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California
 5 Code of Regulations (CCR) Sections 98000-98413; the Dymally-
 6 ~~Allatorre~~Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
 7 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of
 8 1996; and other applicable ~~Federal~~federal and State laws, as well as their
 9 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
 10 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to
 11 Equal Employment Opportunity, Affirmative Action, and
 12 Nondiscrimination, as each may now exist or be hereafter amended.
 13 CONTRACTOR shall not implement any administrative methods or
 14 procedures which would have a discriminatory effect or which would
 15 violate the California Department of Social Services (CDSS) Manual of
 16 Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are
 17 any violations of this ~~paragraph~~Paragraph, CDSS shall have the right to
 18 invoke fiscal sanctions or other legal remedies in accordance with WIC
 19 Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the
 20 issue may be referred to the appropriate ~~Federal~~federal agency for further
 21 compliance action and enforcement of Subparagraph ~~8~~10.4 et seq.

~~10.6.2~~10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a
 formal complaint any and all information as appropriate:

~~10.6.2.1~~10.4.2.1 Pamphlet: “Your Rights Under California Welfare
 Programs” (PUB 13)

~~10.6.2.2~~10.4.2.2 Discrimination Complaint Form

~~10.6.2.3~~10.4.2.3 Civil Rights Contacts:

___ County Civil Rights Contact:

___ Orange County Social Services Agency

___ Program Integrity

___ Attn: Civil Rights Coordinator

___ P.O. Box 22001

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____ Santa Ana, CA 92702-2001

____ Telephone: (714) 438-8877

____ State Civil Rights Contact:

____ California Department of Social Services

____ Civil Rights Bureau

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

____ Sacramento, CA 94244-2430

_____ Telephone: (916) 654-2107

_____ Toll Free: (866) 741-6241

_____ Federal Civil Rights Contact:

_____ Office for Civil Rights

_____ U.S. Department of Health and Human Services

_____ ~~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)

11. NOTICES

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

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

CONTRACTOR: ~~Arbor E & T, LLC~~ Orange County Asian and Pacific Islander

~~9901 Linn Station Road
Louisville, KY 40223
Attn: Executive Vice President~~

~~With copy to:~~

~~ResCare~~ Community Alliance, Inc.

~~9901 Linn Station Road
Louisville, KY 40223
Attn: General Counsel~~

~~And~~

~~Arbor E & T, LLC
100 S. Anaheim Blvd.,~~ 12912 Brookhurst Street, Suite 220410
~~Anaheim~~ Garden Grove, CA 9280592840

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 shown in Subparagraph 11.1 above. ~~Any notices, claims, correspondence, reports and/or statements authorized;~~

11.2.2 Sent by Email;

11.2.3 Faxed and transmission confirmed; or

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

~~11.2.11.3~~ 11.3 The parties each may ~~mutually agree~~ designate by written notice from time to time, in ~~writing to the manner aforesaid, any~~ change in the address ~~addresses~~ address to which

1 notices ~~are~~must be sent.

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7 12. NOTICE OF DELAYS

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

12 13. INDEMNIFICATION

13 13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
14 COUNTY, ~~which approval shall not be unreasonably withheld,~~ and hold U.S.
15 Department of Health and Human Services, the State, COUNTY, and their elected
16 and appointed officials, officers, employees, agents, and those special districts and
17 agencies which COUNTY's Board of Supervisors acts as the governing Board
18 ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of
19 any kind or nature, including, but not limited to, personal injury or property damage,
20 arising from or related to the services, products, or other performance provided by
21 CONTRACTOR pursuant to this ~~Agreement~~Contract. If judgment is entered against
22 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
23 concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
24 CONTRACTOR and COUNTY agree that liability will be apportioned as determined
25 by the court. Neither party shall request a jury apportionment.

26 14. INSURANCE

27 14.1 Prior to the provision of services under this ~~Agreement~~Contract, CONTRACTOR
28 agrees to purchase all required insurance at CONTRACTOR's expense, including
all endorsements required herein, necessary to satisfy COUNTY that the insurance
provisions of this ~~Agreement~~Contract have been complied with. ~~CONTRACTOR~~
agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
on deposit with ~~COUNTY~~ADMINISTRATOR during the entire term of this
~~Agreement.~~Contract. In addition, all subcontractors performing work on behalf of

CONTRACTOR pursuant to this ~~Agreement~~Contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this ~~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 from CONTRACTOR under this ~~Agreement~~Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this ~~Agreement~~Contract for inspection by COUNTY representative(s) at any reasonable time.

14.3 All 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 of Insurance with a zero (0) by the appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or deductible~~ in an amount in excess of ~~\$25~~fifty thousand dollars (~~\$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. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Contract, agrees to all of the following:

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

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

14.3.3 The provisions of California Civil Code Section 2860 shall apply to any and

all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

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

14.5 Qualified Insurer:

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).

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.

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

~~\$1,000,000 aggregate~~

Sexual Misconduct Liability

\$1,000,000 per occurrence

14.8 Required Coverage Forms:

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

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

14.9 Required Endorsements:

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

14.9.1.1 An Additional Insured endorsement using ISO form CG ~~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.

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

~~14.10~~14.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

~~14.10.1~~14.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious

liability.

~~14.10.2~~14.9.2.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

~~14.11 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.~~

~~14.12~~14.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees ~~when acting within the scope of their appointment or employment.~~or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

~~14.13~~14.12 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~~Contract, upon which the ~~County~~COUNTY may suspend or terminate this ~~Agreement~~Contract.

~~14.14~~14.13 If CONTRACTOR's ~~Professional Liability and/or~~ Network Security & Privacy Liability ~~are "Claims Made" policy(ies);~~ is a "claims made" policy. CONTRACTOR shall agree to maintain Network Security & Privacy Liability coverage for two (2) years following ~~the~~ completion of this ~~Agreement.~~Contract.

~~14.15~~14.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO

CG 0001 policy).

~~14.16~~14.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph ~~14.11~~ of this ~~Agreement~~Contract.

~~14.17~~14.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.

~~14.18~~14.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this ~~Agreement~~Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

~~14.19~~14.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this ~~Agreement~~Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

~~14.20~~14.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this ~~Agreement~~Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

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

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

~~15.1~~15.2 Any accident or incident relating to services performed under this ~~Agreement~~

1 ~~which~~ Contract that involves injury or property damage which may result in the filing
 2 of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall~~
 3 ~~be made in writing within twenty-four (24) hours of occurrence.~~

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 6 ~~15.2~~ 15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from
 7 or ~~related~~ relating to services performed by CONTRACTOR under this ~~Agreement.~~
 8 ~~Such report shall be submitted to COUNTY within twenty-four (24) hours of~~
 9 ~~occurrence.~~ Contract.

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 12 ~~15.3~~ 15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY
 13 property. ~~Such report shall be submitted to COUNTY within twenty-four (24) hours~~
 14 ~~of occurrence.~~

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 17 15.5 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of
 18 COUNTY property, monies, or securities entrusted to CONTRACTOR under the
 19 term of this ~~Agreement.~~ ~~Such report shall be submitted to COUNTY within twenty-~~
 20 ~~four (24) hours of occurrence.~~ Contract.

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 23 ~~15.4~~ 15.6 Any Notice of Contract Breach, or equivalent, received from any entity for
 24 whom CONTRACTOR is providing the same or similar services, under a written
 25 contract, regardless of service location or jurisdiction.

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 28 16. CONFLICT OF INTEREST

~~16.1~~—CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
 or conditions that could result in a conflict with ~~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.

~~16.2~~ 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.

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.

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.

19. EQUIPMENT

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

of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

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

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

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

19.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this ~~Agreement~~Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.

19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this ~~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 from Capital Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

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19.3 ~~Personal~~ Computer Equipment:

No ~~personal~~ computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under

1 this ~~Agreement~~Contract, regardless of purchase price, without prior written approval
 2 of ADMINISTRATOR. Any such purchase shall be in accordance with
 3 specifications provided by ADMINISTRATOR, be subject to the same inventory
 4 control conditions specified above in Subparagraphs ~~19.1.1~~19.1.1 to ~~19.1.4~~19.1.4,
 5 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY
 6 upon termination of this ~~Agreement~~Contract.
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10 19.4 Use of COUNTY ~~Personal~~ Computer Equipment

11 COUNTY intends to permit CONTRACTOR the use of computer equipment
 12 provided by ADMINISTRATOR. Said computer equipment shall be used solely by
 13 employees of CONTRACTOR while performing their assigned duties pursuant to
 14 this ~~Agreement~~Contract, and shall remain the property of COUNTY.
 15 CONTRACTOR shall ensure that each of its employees, volunteers, consultants, or
 16 agents that ~~has~~have access to COUNTY facilities and/or data contained in
 17 ADMINISTRATOR's Computer Information System completes information
 18 security and computer usage training provided by ADMINISTRATOR, signs and
 19 adheres to the provisions as they currently exist and as they may be hereafter
 20 amended in ~~Exhibit E~~Attachments B and C and signs Attachment D to this
 21 ~~Agreement~~Contract and signs and adheres to any subsequent ~~agreements~~contracts
 22 required by ~~Federal~~federal or State laws or ~~other organizations~~regulations.
 23 CONTRACTOR's failure to have all CONTRACTOR employees that have access to
 24 COUNTY's facilities and/or data execute the ~~agreement~~contracts and/or complete
 25 the training shall constitute a breach of this ~~Agreement~~Contract.
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20. BREACH SANCTIONS

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

~~20.1~~20.1.1 Afford CONTRACTOR a time period within which to cure the
 breach, which period shall be established by ADMINISTRATOR; and/or

~~20.2~~20.1.2 Discontinue reimbursement to CONTRACTOR for and during the

period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

~~20.3~~20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

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

21. PAYMENTS

21.1 Maximum Contractual Funding Obligation:

The maximum funding obligation of COUNTY under this ~~Agreement~~Contract shall not exceed the amount of ~~\$56,433,560; the amount of \$11,286,712 for July 1, 2016 through June 30, 2017; the amount of \$11,286,712 for July 1, 2017 through June 30, 2018; the amount of \$11,286,712 for July 1, 2018 through June 30, 2019; the amount of \$11,286,712 for July 1, 2019 through June 30, 2020; and the amount of \$11,286,712 for July 1, 2020 through June 30, 2021~~14,180,000, or actual allowable costs, whichever is less: for the term of January 1, 2023 through June 30, 2025.

21.2 Allowable Costs:

During the term of this ~~Agreement~~Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this ~~Agreement. Allowable costs shall be determined pursuant to Subpart 31.2 of Contract, as defined in Title 2 CFR Part 200, or Title 48 of the Code of Federal Regulations, commencing with~~CFR Section 31.2012 as applicable, or as approved by ADMINISTRATOR. However, COUNTY, ~~in~~at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for ~~the months of June in 2017, 2018, 2019, 2020, and 2021~~2023, June 2024, June 2025, during the ~~months~~month of such anticipated expenditure.

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~~21.3~~ Profit:

~~In addition to reimbursement for actual allowable costs pursuant to Subparagraph 21.2, CONTRACTOR shall be paid \$55,476 monthly in arrears, for each month or any portion thereof that this Agreement is in effect for a total aggregate of \$665,712 for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement as stated in Paragraph 1. Profit~~

~~is part of and not in addition to the maximum obligation of COUNTY as stated in Subparagraph 21.1 above.~~

~~21.4.2~~21.3 Claims:

~~21.4.1~~21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 21.3.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year’s Day, Martin Luther King Jr. Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

~~21.4.2~~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 Paragraph ~~27 (Records, Inspections, and Audits) of this Agreement~~28 of this Contract.

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~~21.4.3~~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.

~~21.4.4~~21.3.4 Year-End and Final Claims:

~~21.4.4.1~~21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the

1 term of this ~~Agreement~~Contract, as stated in Paragraph ~~1~~, by no
 2 later than ~~January~~August 30th of each corresponding COUNTY
 3 fiscal year. ~~Claims received after January~~August 30th of each
 4 corresponding COUNTY fiscal year may, at
 5 ADMINISTRATOR's sole discretion, not be reimbursed.
 6 ADMINISTRATOR may modify the date upon which the final
 7 claim per each COUNTY fiscal year must be received, upon
 8 written notice to CONTRACTOR.
 9

10 ~~21.4.4.2~~21.3.4.2 The basis for final settlement shall be the actual
 11 allowable costs as defined in Title 45 ~~of the~~-CFR and ~~2~~ CFR, Part
 12 ~~230~~200, or Title 48 CFR Section 31.2; as applicable, incurred and
 13 paid by CONTRACTOR pursuant to ~~the Agreement~~this Contract;
 14 limited, however, to the maximum funding obligation of ~~the~~
 15 ~~County~~COUNTY. In the event that any overpayment has been
 16 made, ~~the County~~COUNTY may offset the amount of the
 17 overpayment against the final payment. In the event overpayment
 18 exceeds the final payment, CONTRACTOR shall pay ~~the~~
 19 ~~County~~COUNTY all such sums within five (5) business days of
 20 notice from ~~the County~~COUNTY. Nothing herein shall be
 21 construed as limiting the remedies of ~~the County~~COUNTY in the
 22 event an overpayment has been made.
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~~21.4.5~~ Seventy Five Percent Expenditure Notification:

~~21.4.5.1~~ ~~CONTRACTOR shall maintain a system of record~~
~~keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent~~
~~(75%) of the total contract authorizations under this Agreement. Upon occurrence of this event,~~
~~CONTRACTOR shall send written notification to ADMINISTRATOR.~~

~~21.4.6.1~~ Performance Incentives

~~21.4.6.1~~ ~~In addition to the allowable costs identified in~~
~~Subparagraph 21.2 and profit identified in 21.3, CONTRACTOR shall be paid a quarterly~~
~~performance incentive payment for each quarter CONTRACTOR achieves the Placement Rate~~

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~~Benchmarks identified in Tables 1 and 2 below:~~

~~21.4.6.2 — The performance incentive will be paid for each quarterly period in which CONTRACTOR achieves the percentages specified in Table 1 below of Job Services Participants that are placed in Unsubsidized Employment; and for each quarterly period in which CONTRACTOR achieves the percentages specified in Table 2 below of Subsidized Employment Participants that are placed in Subsidized Employment.~~

~~21.4.6.3 — The amount of the performance incentive for any quarter shall be calculated by taking the applicable percentage from Table 1 below of one quarter (1/4) of the total annual budget for salaries and employee benefits, services, and operating expenses as specified in Paragraph 18 of Exhibit D to this Agreement for each quarter CONTRACTOR achieves the Placement Rate Benchmarks for Job Services Participants placed in Unsubsidized Employment as identified in Table 1 below; and the applicable percentage from Table 2 below of one quarter (1/4) of the total annual budget for salaries and employee benefits, services, and operating expenses as specified in Paragraph 18 of Exhibit D to this Agreement for each quarter CONTRACTOR achieves the Placement Rate Benchmarks for Subsidized Employment Participants placed in Subsidized Employment as identified in Table 2 below.~~

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~~Table 1~~

Job Services Placement Rate Benchmarks		
Performance Incentive Payment Rate	July 1, 2016 through June 30, 2018	July 1, 2018 through June 30, 2021
0.5%	50%	55%
0.5%	55%	60%

~~Table 2~~

Subsidized Employment Placement Rate Benchmarks		
Performance Incentive Payment Rate	July 1, 2016 through June 30, 2018	July 1, 2018 through June 30, 2021
0.5%	60%	65%
0.5%	65%	70%

~~21.4.6.4 — On an annual basis, the maximum amount for such~~

~~performance incentive payments, when added to all actual allowable costs and profit, shall not exceed the annual maximum obligation specified in Subparagraph 21.1 of this Agreement. CONTRACTOR may earn one or both performance incentives in a single quarter.~~

~~21.4.6.5 — Quarters are defined as: July 1 through September 30; October 1 through December 31; January 1 through March 31; and April 1 through June 30.~~

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.

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.

24. REVENUE

24.1 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Contract, such monies shall be considered a cost offset and treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter amended. The procedure for designating money as Program Income is set forth in Paragraph 25 of this Contract.

~~24.25.~~ PROGRAM INCOME

1 It is mutually understood that the State or ~~Federal~~federal agency responsible for
 2 providing the funding for this ~~Agreement~~Contract may designate certain revenue of
 3 CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as
 4 other than a cost off-set, CONTRACTOR shall do all of the following:
 5

6 ~~24.1~~25.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed
 7 Program Income;
 8

9 ~~24.2~~25.2 Set up and maintain a separate bank account for any proposed Program
 10 Income and account for any and all such income received; ~~and~~
 11

12 ~~24.3~~25.3 Report to ADMINISTRATOR any and all Program Income received no later
 13 than thirty (30) days from the date of receipt, record the amount received on internal
 14 financial records, and indicate the amount received on the monthly claim submitted
 15 to ADMINISTRATOR.
 16

17 ~~24.4~~25.4 ADMINISTRATOR will then forward the plan for the requested use of the
 18 proposed Program Income to the appropriate State and/or ~~Federal~~federal agencies for
 19 approval.
 20

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22 ~~24.5~~25.5 CONTRACTOR shall not spend any of the proposed Program Income unless
 23 or until such time as ADMINISTRATOR obtains authorization for the use of the
 24 Program Income from the responsible State and/or ~~Federal~~federal agency and
 25 provides CONTRACTOR with prior written approval for the use of the funds.
 26

27 ~~24.6~~25.6 ADMINISTRATOR may issue future policy statements and/or instructions
 28 with respect to Program Income. CONTRACTOR shall immediately comply with
 such policy statements and/or instructions.

~~25-26.~~ 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 agreement
must be in writing.

26-27. INDEPENDENT AUDIT

~~26-1~~27.1 _____ –CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR, ~~a compliance audit in accordance with the CDSS MPP Section 23-640.2.~~ an annual organization-wide audit of related expenditures during the term of this Contract in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Contract, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor’s Report of CONTRACTOR’s financial statements. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or ~~Federal~~federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

~~26-2~~27.2 _____ It is mutually understood that CONTRACTOR’s yearly fiscal cycle covers ~~January~~July 1 through ~~December 31~~June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this ~~Agreement~~Contract. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR’s receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent ~~Agreement~~Contract with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR’s audit submission deadline upon notice to CONTRACTOR.

27-28. RECORDS, INSPECTIONS, AND AUDITS

~~27-1~~28.1 _____ Financial Records:

~~27-1-1~~28.1.1 _____ CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five (5) years from the date of final payment under this ~~Agreement~~Contract, or until all pending COUNTY, State, and

~~Federal~~federal audits are completed, whichever is later.

~~27.1.2~~28.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

~~27.2.2~~28.2 ~~Participant~~Client Records:

~~27.2.1~~28.2.1 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.

~~27.2.2~~28.2.2 ~~All Participant records related to services~~CONTRACTOR shall keep all COUNTY data provided ~~under to~~CONTRACTOR during the ~~term~~term(s) of 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. 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 ~~44.2~~44.2 of this Contract.

~~27.2.3~~28.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event ~~Participant~~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.

~~27.3~~28.3 Public Records:

~~With To~~ the ~~exception of client records or other records referenced in Paragraph 33, 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.

~~27.4~~28.4 Inspections and Audits:

~~27.4.1~~28.4.1 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 above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this ~~Agreement~~Contract and the premises in which it is being performed.

~~27.4.2~~28.4.2 CONTRACTOR shall make its books and ~~financial~~ records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

~~27.4.3~~28.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and ~~financial~~ records.

~~27.4.4~~28.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal ~~government~~Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this ~~Agreement~~Contract.

~~27.5~~28.5 Evaluation Studies:

~~27.5.1~~ CONTRACTOR shall participate, as requested by COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's services or provide information about CONTRACTOR's project.

28.29. PERSONNEL DISCLOSURE

29.1 This Paragraph 29 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 14 of Attachment A (hereinafter referred to as "Personnel").

~~28.1.2~~29.2 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:

~~28.1.1~~29.2.1 Names and dates of birth of all ~~full or part time personnel by title,~~ Personnel by title, whose direct services are required to provide the programs described herein;

~~28.1.2~~29.2.2 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;

~~28.1.3~~29.2.3 The professional degree, if applicable, and experience required for each position; and

~~28.1.4~~29.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

~~28.2~~29.3 Where authorized by law, ~~CONTRACTOR's employment applications shall~~ 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.

~~28.3~~29.4 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).

~~28.4~~29.5 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 ~~Agreement~~Contract.

29.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 29.4 and 29.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.

~~28.5~~29.7 In the event a record is revealed through the processes described in Subparagraphs ~~28.3 and 28.4~~,29.4 and 29.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of ~~personnel~~Personnel providing services through this ~~Agreement~~Contract.

~~28.6~~29.8 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.

~~28.7~~29.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning

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

10 ~~28.8~~ 29.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
 11 ~~staff~~ Personnel performing work hereunder, and any proposed changes in
 12 CONTRACTOR's ~~staff~~ Personnel.

13 ~~28.9~~ 29.11 COUNTY shall have the right to require CONTRACTOR to remove any
 14 ~~employee~~ Personnel from the performance of services under this ~~Agreement~~ Contract.
 15 At the request of COUNTY, CONTRACTOR shall immediately replace said
 16 ~~personnel~~ Personnel.

17 ~~28.10~~ 29.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~ Personnel is
 18 terminated for cause from working on this ~~Agreement~~ Contract.

19 ~~28.11~~ 29.13 Disqualification, if any, of CONTRACTOR ~~staff~~ Personnel, pursuant to this
 20 Paragraph ~~28,29~~ shall not relieve CONTRACTOR of its obligation to complete all
 21 work in accordance with the terms and conditions of this ~~Agreement~~ Contract.

22 29.30. EMPLOYMENT ELIGIBILITY VERIFICATION

23 As applicable, CONTRACTOR warrants that it fully complies with all ~~Federal~~ federal
 24 and State statutes and regulations regarding the employment of aliens and others, and that all
 25 its employees performing work under this ~~Agreement~~ Contract meet the citizenship or alien
 26 status requirement set forth in ~~Federal~~ federal statutes and regulations. CONTRACTOR shall
 27 obtain, from all employees performing work hereunder, all verification and other
 28 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

1 prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in
 2 writing by COUNTY, and hold harmless, COUNTY, and its agents, officers, and employees
 3 from employer sanctions and any other liability which may be assessed against
 4 CONTRACTOR or COUNTY or both in connection with any alleged violation of any
 5 ~~Federal~~federal or State statutes or regulations pertaining to the eligibility for employment of
 6 any persons performing work under this ~~Agreement~~Contract.

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 10 ~~30. — ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

11 ~~30.1 — In order to comply with child support enforcement requirements of COUNTY,~~
 12 ~~CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of~~
 13 ~~this Agreement:~~

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 15
 16 (a) ~~in the case of an individual contractor, his/her name, date of birth, Social Security~~
 17 ~~number, and residence address;~~

18
 19 (b) ~~in the case of a contractor doing business in a form other than as an individual, the~~
 20 ~~name, date of birth, Social Security number, and residence address of each~~
 21 ~~individual who owns an interest of ten percent (10%) or more in the contracting~~
 22 ~~entity;~~

23
 24 (c) ~~a certification that CONTRACTOR has fully complied with all applicable Federal~~
 25 ~~and State reporting requirements regarding its employees; and~~

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 28 ~~##~~

(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.~~

30.2 ~~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.~~

30.3 ~~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.~~

31. 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 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.

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32. 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.

33. CONFIDENTIALITY

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

33.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY’s designee shall be considered and kept

1 confidential by CONTRACTOR, ~~and~~ CONTRACTOR's ~~staff~~employees, agents,
 2 ~~employees~~subcontractors, and ~~volunteers~~all other individuals performing services
 3 under this Contract. CONTRACTOR shall require all of its employees, agents,
 4 subcontractors, and ~~volunteer staff who may provide~~all other individuals performing
 5 services ~~for CONTRACTOR~~ under this ~~Agreement~~Contract to sign an agreement
 6 with CONTRACTOR before commencing the provision of any such services,
 7 agreeing to maintain ~~the confidentiality of any and all materials~~pursuant to State and
 8 ~~information with which they may come into contact, or the identities or any~~
 9 ~~identifying characteristics or information with respect to any and all PARTICIPANTS~~
 10 ~~referred to CONTRACTOR by COUNTY, except as may be required to provide~~
 11 ~~services under this Agreement or to those specified in~~ federal law and the terms of
 12 ~~this Agreement as having the capacity to audit CONTRACTOR, and as to the latter,~~
 13 ~~only during such audit. CONTRACTOR shall comply with any audits specified in~~
 14 ~~Paragraph 27, provide reports and any other information required by COUNTY in~~
 15 ~~the administration of this Agreement, and as otherwise permitted by law~~Contract.

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 24 33.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, ~~volunteers~~
 25 ~~and partners~~and all other individuals performing services under this Contract of this
 26 provision and that any person violating the provisions of said ~~State~~California state
 27 law may be guilty of a crime.

28
 33.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to
 the confidentiality requirements of this ~~Agreement~~Contract.

34. SECURITY

34.1 Security Requirements

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

1 protect against unauthorized physical or electronic access to or use of
2 COUNTY data. Such safeguards and controls shall include at a minimum:

3 34.1.1.1 Storage of confidential paper files that ensures records are secured,
4 handled, transported, and destroyed in a manner that prevents
5 unauthorized access.

6 34.1.1.2 Control of access to physical and electronic records to ensure
7 COUNTY data is accessed only by individuals with a need to know
8 for the delivery of contract services.

9 34.1.1.3 Control to prevent unauthorized access and to prevent
10 CONTRACTOR employees from providing COUNTY data to
11 unauthorized individuals.

12 34.1.1.4 Firewall protection.

13 34.1.1.5 Use of encryption methods of electronic COUNTY data while in
14 transit from CONTRACTOR networks to external networks, when
15 applicable.

16 34.1.1.6 Measures to securely store all COUNTY data, including, but not
17 be limited to, encryption at rest and multiple levels of
18 authentication and measures to ensure COUNTY data shall not be
19 altered or corrupted without COUNTY's prior written consent.
20 CONTRACTOR further represents and warrants that it has
21 implemented and will maintain during the term of this Contract
22 administrative, technical, and physical safeguards and controls
23 consistent with State and federal security requirements.

24 34.2 Security Breach Notification

25 34.2.1 CONTRACTOR shall have policies and procedures in place for the
26 effective management of Security Breaches, as defined below. In the event
27 of any actual, attempted, suspected, threatened, or reasonably foreseeable
28 circumstance CONTRACTOR experiences or learns of that either
compromises or could reasonably be expected to comprise COUNTY data
through unauthorized use, disclosure, or acquisition of COUNTY data
("Security Breach"), CONTRACTOR shall immediately notify COUNTY

1 of its discovery. After such notification, CONTRACTOR shall, at its own
2 expense, immediately:

3 34.2.1.1 Investigate to determine the nature and extent of the Security
4 Breach.

5 34.2.1.2 Contain the incident by taking necessary action, including, but not
6 limited to, attempting to recover records, revoking access, and/or
7 correcting weaknesses in security.

8 34.2.1.3 Report to COUNTY the nature of the Security Breach, the
9 COUNTY data used or disclosed, the person who made the
10 unauthorized use or received the unauthorized disclosure, what
11 CONTRACTOR has done or will do to mitigate any harmful effect
12 of the unauthorized use or disclosure, and the corrective action
13 CONTRACTOR has taken or will take to prevent future similar
14 unauthorized use or disclosure.

15 34.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will
16 determine what actions are necessary in response to the Security Breach and
17 who will perform these actions. Actions may include, but are not limited to:
18 notifications; investigation and remediation costs, including notification of
19 all whose personal information was disclosed; outside investigation;
20 forensics; counsel; crisis management; and credit monitoring. In the event
21 COUNTY determines CONTRACTOR will conduct additional action(s),
22 CONTRACTOR shall bear the costs. In the event COUNTY conducts
23 additional actions(s) arising out of or in connection with a Security Breach,
24 CONTRACTOR shall reimburse COUNTY for costs associated to legally
25 required actions.

26 34.3 Privacy and Confidentiality

27 34.3.1 CONTRACTOR may use or disclose Personally Identifiable Information
28 (PII) only as permitted in this Agreement and only to assist in the
administration of services in accordance with Title 45 CFR Section 205.50
et seq. and WIC Section 10850 or as authorized or required by law.
Disclosures required by law or that are made with the explicit written

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

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

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

34.35. COPYRIGHT ACCESS

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

35.36. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this ~~Agreement~~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.

~~36. — PETTY CASH~~

~~CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed two hundred and fifty dollars (\$250.00).~~

~~37. — PUBLICITY~~

37. Information and solicitations, prepared and released by SERVICES DURING EMERGENCY AND/OR DISASTER

37.1 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

1 to protect the health and well-being of COUNTY residents. A disaster is defined as
 2 an occurrence that has resulted in property damage, deaths, and/or injuries to a
 3 community. Emergencies and/or disasters as described above may require resources
 4 or support beyond the local government's capability and will typically involve a
 5 proclamation of a local emergency by the local governing body (e.g., city council,
 6 county board of supervisors, or state) and may be declared at the federal level by the
 7 President of the United States.

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 12 37.2 CONTRACTOR, ~~concerning the~~ agrees to collaborate with COUNTY, on an urgent
 13 basis, to adjust service delivery in a manner that assists COUNTY in meeting the
 14 needs of clients COUNTY identifies as being impacted by emergencies and/or
 15 disasters. Time limited adjustments may include, but are not limited to: providing
 16 services at different location(s), assigning staff to work days or hours beyond typical
 17 work schedules or that may exceed contracted Full Time Equivalents (FTEs),
 18 reassigning staff to an assignment in which their experience or skill is needed, and
 19 prioritizing services for staff as requested by COUNTY.

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 24 37.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
 25 disaster under the same terms and conditions that apply during non-
 26 emergency/disaster conditions. With the exception of overtime hours which require
 27 pre-authorization, reimbursement of ordinary expenditures provided ~~under this~~
 28 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.

38. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

38.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
and/or reproduction of COUNTY's name, logos, or symbols for any purpose,
including commercial advertisement, promotional purposes, announcements,
displays, or press releases, without COUNTY's prior written consent is expressly

prohibited.

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

38.2.1 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;

~~37.1~~38.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through COUNTYCounty, State, and Federal governmentGovernment funds.;

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~~37.2—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:~~

~~37.2.1—CONTRACTOR shall develop all publicity material in a professional manner; and~~

~~37.2.2—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.~~

~~38.—~~COUNTY RESPONSIBILITIES

38.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

38.2.3.1 Any commercial product or service; and

38.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR—will provide consultation; and

38.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,

1 or other publicly available social media sites) to publish information related
 2 to this Contract, CONTRACTOR shall develop social media policies and
 3 procedures and ~~technical—assistance,~~ have them available to the
 4 ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social
 5 Media Use Policy and ~~will monitor performance of CONTRACTOR in~~
 6 ~~meeting~~ Procedures as they pertain to any social media developed in support
 7 of the services described within this Contract. The policy is available on the
 8 ~~terms of this Agreement.~~ Internet at [https://cio.ocgov.com/egovernment-](https://cio.ocgov.com/egovernment-policies)
 9 policies.

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14 39. REPORTS

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16 39.1 CONTRACTOR shall provide information deemed necessary by
17 ADMINISTRATOR to complete any State-required reports related to the services
18 provided under this ~~Agreement~~ Contract.

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21 39.2 CONTRACTOR shall maintain records and submit reports containing such data and
22 information regarding the performance of CONTRACTOR's services, costs, or other
23 data relating to this ~~Agreement~~ Contract, as may be requested by
24 ADMINISTRATOR, upon a form approved by ADMINISTRATOR.
25 ADMINISTRATOR may modify the provisions of this Paragraph upon written
26 notice to CONTRACTOR.
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40. 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).

41. ENVIRONMENTAL PROTECTION STANDARDS

~~43.1~~—CONTRACTOR shall be in compliance with the Clean Air Act ~~(Title 42~~ (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:

41.1 No facility to be utilized in the performance of the proposed grant has been listed on

the EPA List of Violating Facilities;

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

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

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

42.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to ~~Title 31 USC~~ Section 1352 ~~and the guidelines with respect to those provisions set down by the OMB and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332.~~ Title 31, U.S. Code.

Under these laws and regulations, it is mutually understood that any contract which utilizes ~~Federal~~federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that ~~cites the following:~~includes the text below in Subparagraphs 0 - 42.1.1.4.

~~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.~~

42.1.1 ~~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:

42.1.1.1 ~~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 any cooperative contract, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan or cooperative contract.

~~1)42.1.1.2~~ 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.

~~2) — 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~~

~~3)42.1.1.3~~ 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.

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~~42.1.1.4 C.~~ This certification is a material representation of fact upon which reliance was placed when this transaction was made or

entered into. Submission of this certification ~~and disclosure~~ is a prerequisite for making or entering into this ~~Agreement~~transaction imposed by Section 1352, Title 31, ~~USC~~ U.S. Code. Any person who ~~makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision;~~the required certification shall be subject to a civil penalty of not less than \$10,000; and not more than \$100,000; for each such failure.

43. POLITICAL ACTIVITY

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

44. TERMINATION PROVISIONS

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

44.2 ~~Upon termination, or notice thereof,~~For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, ~~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.

44.3 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.

~~44.3~~44.4 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.

~~44.4~~44.5 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.

45. COOPERATIVE CONTRACT

45.1 The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any subordinate contract entered into with another governmental entity pursuant to

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. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The CONTRACTOR is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

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

45.3 Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

45.46. 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.

46.47. SIGNATURE IN COUNTERPARTS

47.1 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.

~~WHEREFORE, the parties hereto have executed this Agreement.~~

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~~By: _____ By: _____
MICHAEL B. HOUGH CHAIRWOMAN OF THE BOARD OF SUPERVISORS
MANAGER AND PRESIDENT COUNTY OF ORANGE, CALIFORNIA
ARBOR E & T, LLC
DBA RESCARE WORKFORCE SERVICES~~

~~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~~

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

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

Contractor: Orange County, Asian and Pacific Islander Community Alliance, Inc.

Print Name _____ Title

Signature _____ Date

Print Name _____ Title

Signature _____ Date

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

Deputized Designee Signature:

Print Name

Title

Signature

Date

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

By:
_____ **DEPUTY**

Dated: -

EXHIBIT

Print Name

Title

Signature

Date

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ATTACHMENT A
 TO
 AGREEMENT
 BETWEEN
 COUNTY SCOPE OF ORANGE WORK
 AND
 ARBOR E & T, LLC
 DBA RESCARE WORKFORCE SERVICES
 FOR THE PROVISION OF EMPLOYMENT SUPPORT AND POST-AID SUPPORTIVE
SERVICES
 EMPLOYMENT SERVICES
JOB SERVICES

~~1. PROGRAM GOALS AND 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,*~~

1. POPULATION TO BE SERVED

~~1.1 The population to be considered self-sufficient and leave the CalWORKs Program within State requirements.~~

~~1.2 Participants must meet Work Participation requirements served, as set forth defined in this Paragraph 6 of this Exhibit A to this Agreement.~~

~~1.3 CONTRACTOR shall provide assistance to Participants in finding employment for at least the number of hours as specified in the referral from WTW Staff. CONTRACTOR is encouraged to provide assistance to Participants in finding employment and that employment should, shall hereinafter be up to forty (40) hours per week, whenever possible.~~

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~~1.4 CONTRACTOR shall meet each of the following goals for Job Services;
For the period of July 1, 2016 through June 30, 2018:~~

~~1.4.1 Completion Rate: a minimum of seventy percent (70%) of Participants referred to as "PARTICIPANT/PARTICIPANTS." CONTRACTOR shall ~~fully complete Job~~~~

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~~Services as directed by WTW Staff;~~

~~1.4.2 — Placement Rate: a minimum of fifty percent (50%) of Job Services Participants referred to CONTRACTOR shall be placed in employment; and~~

~~1.4.3 — Average Starting Wage: a minimum of twenty percent (20%) above the California minimum wage for Job Services Placements.~~

~~For the period of July 1, 2018 through June 30, 2021:~~

~~1.4.4 — Completion Rate: a minimum of seventy five percent (75%) of Participants referred to CONTRACTOR shall fully complete Job Services as directed by WTW Staff;~~

~~1.4.5 — Placement Rate: a minimum of fifty five percent (55%) of Job Services Participants referred to CONTRACTOR shall be placed in employment; and~~

~~1.4.6 — Average Starting Wage: a minimum of twenty five percent (25%) above the California minimum wage for Job Services Placements.~~

~~1.5 — CONTRACTOR shall adhere to ADMINISTRATOR’s established Policy and Procedures for CalWORKs WTW Case Management when calculating Placement Rates, Completion Rates, and Average Starting Wage.~~

~~2. — REFERRALS~~

~~2.1 — CONTRACTOR shall accept and provide Job Services to all Participants referred by WTW Staff.~~

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~~2.1.1 — CONTRACTOR shall provide Job Services to Participants for the number of hours identified on the referral from WTW Staff. It is mutually understood that this may or may not be equal to the number of hours required as identified in Paragraph 6 of this Exhibit A to this Agreement.~~

~~2.1.2 — CONTRACTOR shall not refuse Participants based on non-cooperation without discussion and concurrence by WTW Staff. In order to minimize issues that may impede a Participant’s ability to complete Job Services, CONTRACTOR shall obtain concurrence from WTW Staff prior to taking any action that affects the Participant’s status in the program.~~

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~~2.2— CONTRACTOR shall ensure referred Participants are scheduled to begin Job Services within seven (7) calendar days from the date of referral, unless otherwise directed by ADMINISTRATOR.~~

3.— ORIENTATION

3.1— ~~CONTRACTOR shall provide an orientation that is conducted either individually or in a group setting during which Participants are informed about the CalWORKs Program, including information about cash aid, the WTW Program, Employment Support and Post-Aid Supportive Services, and other benefits available to them.~~

3.2— ~~CONTRACTOR shall provide a forty five (45) minute to sixty (60) minute group motivational presentation during the orientation.~~

3.3— ~~CONTRACTOR's orientation shall be enhanced PARTICIPANTS referred by visual aids, audience participation, and a question and answer period. Topics ADMINISTRATOR.~~

PARTICIPANTS include, but are not limited to:

3.3.1— ~~CalWORKs Program information;~~

3.3.2— ~~CalWORKs Staff Functions and Responsibilities;~~

3.3.3— ~~WTW services available to Participants emphasizing the financial benefits and support of participating in WTW; and~~

3.3.4— ~~Employment Support Services provided by CONTRACTOR.~~

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3.4— ~~CONTRACTOR shall establish a daily schedule of orientations, as approved by ADMINISTRATOR, to accommodate attendance by all referred Participants. The orientation will be presented in English, Spanish and Vietnamese on an as needed basis.~~

3.5— ~~ADMINISTRATOR will provide an orientation script for groups. Groups shall be as small as one (1) and no larger than twenty five (25) attendees.~~

3.6— ~~CONTRACTOR shall provide an orientation that includes visual aids to enhance the interactive nature of the presentation.~~

3.7— ~~CONTRACTOR shall, at such time as individuals determined by ADMINISTRATOR, ~~develop~~ as eligible to receive Employment Support and ~~implement an online~~~~

~~web-based orientation.~~

~~3.8 — CONTRACTOR shall modify or adjust the orientation per instruction by ADMINISTRATOR, within the time frame specified by ADMINISTRATOR.~~

~~4. — JOB SERVICES~~

~~4.1 — Job Post-Aid Supportive Services is an approved WTW activity.~~

~~4.2 — CONTRACTOR shall provide Job Services to each PARTICIPANT that consist of up to four (4) consecutive weeks of the services indicated in Subparagraphs 4.6 through 4.9 below.~~

~~4.3 — A Participant participating in an approved WTW activity for fewer than the required participation hours specified in Paragraph 6 of this Exhibit A of this Agreement will be required to concurrently attend Job Services, as determined by WTW Staff.~~

~~4.4 — Job Services in excess of four (4) weeks and may be allowed as determined by WTW Staff. However, Participants will not have more than six (6) weeks of Job Services in any twelve (12) month period, unless requested and/or approved by WTW Staff.~~

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~~4.5 — CONTRACTOR shall provide a detailed curriculum outline to ADMINISTRATOR for approval prior to commencing services. Additional or modified services may be required due to changes in State and Federal regulations or at the request of ADMINISTRATOR.~~

~~4.6 — Job Search and Job Readiness Assistance (JSR):~~

~~4.6.1 — CONTRACTOR shall provide Job Search and Job Readiness Assistance to Participants with training that includes learning basic job seeking and interviewing skills, understanding employer expectations, changing demands of the workplace, and learning skills designed to enhance the Participants' capacity to move toward self sufficiency.~~

~~4.6.2 — JSR workshops shall include, but areis not limited to the following:~~

~~4.6.2.1 — Resolving attitudinal barriers toward obtaining and keeping employment, such as fear of going to work, anger and resentment from being individuals who are required to participate in the WTW program, low self-esteem/motivation, problems with~~

~~public transportation, and child care concerns.~~

~~4.6.2.2 — Employer requirements and expectations; job retention techniques such as attendance and punctuality; social etiquette; personal hygiene; appropriate dress; productivity; common reasons for promotion and dismissal; job problem-solving skills; and planning for and/or handling common problems new employees face.~~

~~4.6.2.3 — Understanding job search techniques such as the hidden job market (jobs that are never advertised or made known to the public); the various avenues for reaching employers; using social media; the employer's perspective in the hiring process; establishing a network of individuals who are willing to assist the Participant in obtaining employment; the value of planning and organizing job search activities; and the purpose of the job interview.~~

~~4.6.2.4 — How to complete a paper and online job application and a personal résumé. CONTRACTOR shall develop a master job application that is to be completed by each Participant and provide a completed résumé for each Participant, subject to the needs of the Participant. The résumé shall be completed by the end of the fifth (5th) business day of the Participant's attendance in Job Services.~~

~~4.6.2.5 — Explanation and distribution of information to Participants on any employment incentive programs, such as EITC, which ADMINISTRATOR may deem appropriate.~~

~~4.7 — Active Job Search:~~

~~4.7.1 — CONTRACTOR shall provide Active Job Search which is an intensive job search and job development program that builds on the Participant's knowledge and skills acquired during JSR activities. This program runs concurrently with the JSR activities described in Subparagraph 4.6 above.~~

~~4.7.2 — CONTRACTOR shall provide organized methods of seeking work that shall include, but are not limited to, the following;~~

~~4.7.2.1 — Group or individual meetings regarding job search;~~

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~~4.7.2.2 Access to phone banks and computers with Internet access in a clean, well-lit location;~~

~~4.7.2.3 Job leads;~~

~~4.7.2.4 Individual counseling;~~

~~4.7.2.5 Motivational activities;~~

~~4.7.2.6 Active job development and job searches, including face-to-face contacts with potential employers and submission of job applications; and~~

~~4.7.2.7 Direct referrals to employers.~~

~~4.7.3 CONTRACTOR shall provide referrals during Job Search that include, but are not limited to, jobs that are listed by employers with the Employment Development Department's (EDD) State Job Service or on CalJOBS or other online job search resources; listed in local newspaper want ads; and developed by CONTRACTOR.~~

~~4.7.4 CONTRACTOR shall consider the employer's needs and the Participant's skills, abilities, education, work experience, and job interests, including how the Participant can meet the needs of the employer.~~

~~4.7.5 CONTRACTOR shall develop varying levels of services targeted to diverse populations as identified and approved by ADMINISTRATOR.~~

~~4.7.6 CONTRACTOR and the Participant shall mutually develop and agree on a Self-Sufficiency Action Plan outlining Job Search related activities, goals and objectives, as well as the scheduled dates and times for the Participant's attendance.~~

~~4.7.6.1 Self-Sufficiency Action Plans shall be prepared for the full term of the Participants' Job Services activities.~~

~~4.7.6.2 Participants are required to report to CONTRACTOR's site daily (Monday through Friday, COUNTY holidays excluded) unless CONTRACTOR receives approval from WTW Staff to change this requirement, or the Participant has a scheduled job interview at the time(s) he/she is to report. Under consultation with WTW Staff, this requirement may change according to the individual's circumstances for those Participants, or who are~~

1 assigned part-time to this activity.
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3 4.7.6.3 ~~Self-Sufficiency Action Plans are to be updated to~~
4 ~~outline~~have voluntarily enrolled in the activities and goals as appropriate.
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8 4.7.7 ~~On a daily basis, full time Job Search Participants shall complete and~~
9 ~~submit to~~CalWORKs Welfare-to-Work (CW/WTW) program, or Post-Aid former CW/WTW
10 PARTICIPANTS. CONTRACTOR ~~a Job Search Report Form that shall include a minimum of~~
11 ~~three (3) job applications for each day the Participant is not involved with an employment activity~~
12 ~~such as a workshop or job interview.~~
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15 4.8 Job Placement

16 CONTRACTOR ~~shall provide job placement activities which are services leading~~
17 ~~to employment that is anticipated to be permanent, and secured during a Participant's assignment~~
18 ~~to JSR. Temporary jobs (as defined by the work site) are only suitable for placement when the~~
19 ~~entity the employee is placed with has a history or a commitment to hire the Participant at the end~~
20 ~~of the temporary placement. Temporary employment shall not constitute a job placement for the~~
21 ~~purposes of this Agreement. CONTRACTOR shall adhere to ADMINISTRATOR's established~~
22 ~~Policy and Procedures for CalWORKs WTW Case Management when determining job~~
23 ~~placements.~~
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25 4.9.1.1 Employment Counseling Support and Post-Aid Supportive Services to assist
26 PARTICIPANTS in achieving and maintaining self-sufficiency.
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28 CONTRACTOR ~~shall provide employment counseling, as needed, and in~~
~~conjunction with WTW Staff, at any time during the Participant's involvement in Job Services.~~
PARTICIPANTS referred to Employment counseling shall include, ~~assisting the Participant to~~
~~identify appropriate employment alternatives, and addressing barriers to employment, such as a~~
~~criminal record, a mental, emotional or physical disability, an age or language barrier, or a lack of~~
~~work history.~~

~~Activities shall include, but are not limited to, the following:~~

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

4.9.2 ~~Guide the Participant through the decision making process in~~

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selecting/identifying appropriate job interviews;

4.9.3 — ~~Mentor Participants on how to conduct Internet related job searches;~~

4.9.4 — ~~Apply Participant information, such as values, interests, transferable skills, abilities, and education and employment history to exploration of possible job openings;~~

4.9.5 — ~~Match Participants with potential employment opportunities;~~

4.9.6 — ~~Develop positive, supportive, and effective working relationships with Participants from a variety of backgrounds; and~~

4.9.7 — ~~Provide Participants who are non-English speaking or have limited English skills with individual or classroom instruction of the English language, which includes basic rudimentary employment related phrases.~~

4.10 — Job Development

4.10.1 — ~~CONTRACTOR shall provide job development services to seek and develop job opportunities in the community appropriate to the skills and experience of the pool of Participants.~~

4.10.2 — ~~CONTRACTOR shall provide job development and placement activities to assist Participants.~~

4.10.3 — ~~CONTRACTOR shall staff the Resource Room at COUNTY facilities designated by ADMINISTRATOR.~~

4.10.4 — ~~CONTRACTOR shall contact employers to identify job openings. Training programs shall not be considered; however, employer sponsored/funded training specific to a job may be allowed, with prior approval from ADMINISTRATOR. Group and individual job development shall be provided, including an analysis of transferable skills.~~

4.10.5 — ~~CONTRACTOR shall provide WTW Staff and other contracted agencies with job development information/job openings as directed by ADMINISTRATOR.~~

4.10.6 — ~~CONTRACTOR shall seek out employment opportunities for Participants with the ultimate goal of Participants' achieving self-sufficiency. The development of job leads includes, but is not limited to, the following activities:~~

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4.10.6.1 — Develop employer and community contacts to facilitate seeking job leads;

4.10.6.2 — Seek out leads for entry level jobs for Participants with the potential for promotional opportunities and wage increases;

4.10.6.3 — Recruit employers with job opportunities that meet the current Participant profile including job growth opportunities with employers who are willing to hire job ready Participants. The Participant shall be considered to be job ready when the Participant's barriers to employment and Support and Post-Aid Supportive Services needs have been addressed and the individual is ready to seek or begin employment or a job training program;

4.10.6.4 — Inform prospective private employers of Federal tax credits as an incentive to hire Participants. More information can be found at: www.doleta.gov/business/incentives/opptax/;

4.10.6.5 — Collaborate with One Stop Career Centers, the EDD, WIOA Programs and other workforce development programs;

4.10.6.6 — Maintain current job listings that are updated daily and are readily available to ADMINISTRATOR, WTW Staff, and Participants;

4.10.6.7 — Maintain a current list of Participants skills and experience to make available to potential employers; and

4.10.6.8 — Participate in, as well as host, job fairs in coordination with WTW Staff, other COUNTY contracted agencies, and community partners.

4.11 — Resource Rooms

Resource Rooms are located in each of the facilities provided by ADMINISTRATOR identified in Subparagraph 17.2.1 of Exhibit C to this Agreement. Resource Rooms provide individuals with access to computers, fax machines, phones, current job leads, and other community resources. CONTRACTOR shall provide staff at the Resource Rooms at each facility as determined by ADMINISTRATOR and provide general services to the public such as assistance with job search, and basic résumé writing. Resource Rooms shall be open during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., and are open to the public.

4.12 — COUNTY Defined WTW Activities

4.12.1 — CONTRACTOR shall provide WTW activities as defined below and by

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~~ADMINISTRATOR. Such activities will be provided according to applicable COUNTY Policy, and meet criteria of prevailing State statutes and Federal program regulations:~~

~~WTW activities include, but are not limited to:~~

~~4.12.1.1 — Bridging Activities: Short term activities that satisfy WTW Program requirements between other activities made available to Participants when there is a planned or unplanned break in assigned WTW activities, such as school breaks.~~

~~4.12.1.2 — Distance Learning Training: Training activity performed online to complete workshops such as life skills, job skills, and general educational development.~~

~~4.12.1.3 — Life Skills Workshops: Workshops focusing on building skills that will assist Participants in handling daily issues such as career advancement strategies, money management, and customer service; and are not JSR workshops or intended to be a full-time WTW activity.~~

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~~4.12.1.4 — On-the-job Training: Training in the public or private sector that is given to a paid employee while he or she is engaged in productive work.~~

~~4.12.1.5 — Subsidized Employment: Subsidized public or private sector employment for which the employer receives a subsidy to offset some or all of the wages and costs of employing a work-eligible Participant.~~

~~4.12.1.6 — Work Experience: Training activity performed in the public or private sector, including a nonprofit, community or faith-based setting, that helps provide 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.~~

~~4.12.2 — CONTRACTOR shall develop appropriate placement sites in the community, monitor attendance, and communicate with WTW Staff regarding participation and weekly attendance as determined by ADMINISTRATOR.~~

~~5. — MOTIVATION TECHNIQUES AND PROGRAM INFORMATION~~

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~~5.1— CONTRACTOR shall provide services individually and in groups that employ motivational strategies, individualized to each Participant to encourage a positive attitude. Services shall teach a sense of personal value, an appreciation of the advantages of self support over CalWORKs dependency, and an understanding of the many opportunities offered by the WTW Program.~~

~~5.2— ADMINISTRATOR will approve all training and workshop material prior to implementation. This shall include any and all changes made during the term of this Agreement.~~

~~5.3— CONTRACTOR shall provide information about the CalWORKs Program, which will make it understandable, accessible and useful to individual Participants, by explaining program requirements, identifying barriers, and assisting Participants in resolving conflicts.~~

~~5.4— CONTRACTOR's staff shall have knowledge of the CalWORKs (State) 48-Month Time Clock and the WTW 24-Month Time Clock, State and Federal work requirements, and allowable WTW activities for Recipients of cash assistance in order to appropriately inform Participants of the need for urgency in obtaining employment and becoming self-sufficient.~~

~~5.5— CONTRACTOR's staff shall clearly explain the positive impacts of employment to Participants, both in terms of impact to CalWORKs grants as well as non-financial benefits.~~

~~5.6~~1.2 ~~CONTRACTOR shall provide motivational skills workshops for WTW Staff and contracted and community partners, as required by ADMINISTRATOR.~~

1.3 PARTICIPANTS referred by ADMINISTRATOR not defined in Subparagraph 1.1 and Subparagraph 1.2 of Attachment A to this Agreement, may be referred for services as determined by ADMINISTRATOR.

2. DEFINITIONS

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

~~6.—~~CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California WIC Section 11200 et seq.~~WORK PARTICIPATION REQUIREMENTS~~

1 ~~CONTRACTOR shall ensure that Participants taking part in Job Services are actively~~
 2 ~~participating for the number of hours as referred by WTW Staff, as required by COUNTY Policy.~~
 3 ~~The number of hours is related to the below fields:~~

4 ~~6.1 Single Parent Assistance Unit: Assistance Unit that includes one (1) aided~~
 5 ~~non-disabled, natural or adoptive parent of the same aided or Supplemental Security Income/State~~
 6 ~~Supplementary Program (SSI/SSP) minor child living in the home.~~

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 9 ~~Two Parent Assistance Unit: Assistance Unit that includes two (2) aided non-disabled,~~
 10 ~~natural, or adoptive parents of the same aided or Supplemental Security Income/State~~
 11 ~~Supplementary Program (SSI/SSP) minor child living in the home.~~

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 14 2.2 Individual participation requirements to meet CalWORKs is a program administered
 15 by County Welfare Departments and provides cash assistance, case management, job
 16 services, job training, and supportive services to assist CalWORKs recipients in
 17 overcoming barriers to obtaining and/or maintaining stable employment, with the
 18 goal of achieving economic self-sufficiency.

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 21 ~~6.2 Employment Support: Services offered to assist WTW PARTICIPANTS and~~
 22 ~~certain non-CalWORKs minimum standards are as follows:~~

23 ~~6.2.1 Adult in a Single Parent Assistance Unit (with or without another parent~~
 24 ~~in the home), with a child under the age of six (6) years old are required to participate in WTW~~
 25 ~~Activities for a minimum average of twenty (20) hours per week.~~

26 ~~6.2.2 Adult in a Single Parent Assistance Unit with no child under the age of~~
 27 ~~six (6) years old are required to participate in WTW Activities for a minimum average of thirty~~
 28 ~~(30) hours per week.~~

~~6.2.3 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.

~~6.2.4 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.

~~6.2.5 Adults in a Two Parent Assistance Units where neither adult is disabled~~

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and there is a child, regardless of age, are required to participate in WTW Activities for a minimum average of thirty-five (35) hours per week.

6.3—~~Individual participation requirements to meet~~recipients on active CalWORKs federal standards are as follows:

6.3.1—~~Adult in a Single-Parent Assistance Unit (without another parent in the home), with a child under the age of six (6) years old are required to participate in core WTW Activities for a minimum average of twenty (20) hours per week.~~

6.3.2—~~Adults in a Single-Parent Assistance Unit with no child under the age of six (6) years old (without another parent in the home) 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 activities.~~

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6.3.3—~~Adults in a Single-Parent Assistance Unit with a child under the age of six (6) years old (with another parent in the home) 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 activities.~~

6.3.4—~~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 thirty (30) hours per week, of which twenty (20) hours must be core activities.~~

6.3.5—~~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, of which twenty (20) hours must be core activities.~~

6.3.6—~~Adults in a Two-Parent Assistance Unit, 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 activities.~~

7.—REPORTING REQUIREMENTS

1 2.3 ~~CONTRACTOR shall cases to obtain or~~ maintain records, collect data, and provide
2 reports mandated by Federal and State governments and as may be required by
3 COUNTY. ~~Data elements shall include, but are not limited to, the~~
4 following: employment.
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8 7.1 ~~Report of First Day Attendance:~~

9 ~~CONTRACTOR shall report the first day's attendance for those Participants~~
10 ~~scheduled to attend Job Services, in a format approved by ADMINISTRATOR. Attendance shall~~
11 ~~be provided to all appropriate WTW Staff within three (3) business days of the first day of the Job~~
12 ~~Services activity.~~

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19 7.2 ~~Participant Attendance/Performance/Employment:~~

20 ~~CONTRACTOR shall provide the following required Participant information to~~
21 ~~WTW Staff in a format approved by ADMINISTRATOR:~~

22 7.2.1 ~~On a monthly basis, each Participant's daily record of attendance for the~~
23 ~~report month including problems with attendance. CONTRACTOR shall submit the monthly~~
24 ~~attendance by the third business day following the report month.~~

25 7.2.2 ~~By the next business day, information on any occurrence that may~~
26 ~~include, but is not limited to, failure to cooperate, family crisis, health problems, substance abuse,~~
27 ~~and absenteeism.~~

28 7.2.3 ~~Within three (3) business days, information of the Participant's~~
~~termination or drop from the service component, and any problem occurrences that may include,~~
~~but are not limited to, failure to cooperate, family crisis, health problems, substance abuse and~~
~~absenteeism.~~

7.2.4 ~~By the next business day, notify WTW Staff of the Participants who~~
~~obtained employment. Within three (3) business days provide WTW Staff with employment~~
~~information which includes, at a minimum, the employer's name, address, telephone number, job~~
~~title, number of hours to be worked per week, starting wage, hiring date, employee benefits and~~
~~referral source, e.g., CONTRACTOR, newspaper advertisement, etc.~~

~~7.3 Monthly Status Reports~~

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

~~7.3.11.1.1 Referrals received and referral outcomes;~~

2.4 Employment Support and Post-Aid Supportive Services: Services as described in Paragraphs 6 (Service Requirements) and 7 (Coordinated Services) of this Attachment, offered to assist both CalWORKs recipients and former CW/WTW recipients make measurable progress toward achieving and maintaining self-sufficiency.

2.5 Post-Aid PARTICIPANTS: Eligible former CW/WTW PARTICIPANTS who are employed and received cash aid for at least one (1) month in the last twelve (12) months.

2.6 Post-Aid Supportive Services: Services to support former PARTICIPANTS to maintain employment or advance to new employment that may provide greater income or better benefits. Services are available to former PARTICIPANTS for up to twelve (12) months after CalWORKs discontinuance.

2.7 Temporary Assistance for Needy Families (TANF): A federal public assistance program known as CalWORKs in California, under which needy families receive financial assistance.

2.8 Welfare-To-Work (WTW): A mandated program under CalWORKs, which requires non-exempt parents or caretakers in a CalWORKs AU to meet work requirements by participating in WTW Activities, with a goal of unsubsidized employment leading to self-sufficiency.

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

3. OUTCOME OBJECTIVES

~~7.3.2 Referrals initiated and referral outcomes;~~

~~7.3.3 Placements out of activities facilitated by CONTRACTOR;~~

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7.3.4 — ~~Completion rate;~~

7.3.5 — ~~Pay rate;~~

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

7.3.7 — ~~Percentage of post placement Participants who continue to receive CalWORKs Assistance and who have retained employment for ninety (90) days;~~

7.3.8 — ~~Percentage of post placement Participants who continue to receive CalWORKs Assistance and who have retained employment for one hundred eighty (180) days;~~

7.3.9 — ~~A summary of interactions with community based organizations (CBOs) and faith based organizations (FBOs) during the previous month, which shall include the date(s), contact names(s), and purpose of contact. Report will only be generated at the request of ADMINISTRATOR;~~

7.3.10 — ~~A summary of all complaints received. Complaints include, but are not limited to, complaints from Participants, other contract service providers, community organizations, and the public; and~~

7.3.11 — ~~A report of corrective actions taken in response to errors cited by ADMINISTRATOR during ADMINISTRATOR case reviews and on-going evaluations.~~

— ~~ADMINISTRATOR and CONTRACTOR may mutually agree to modify the data elements required in this Subparagraph. Any modification must be in writing.~~

7.4 — Job Development Report:

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

7.4.1 — ~~Date of contact with prospective employer;~~

7.4.2 — ~~Name and address of the prospective employer;~~

7.4.3 — ~~Name of contact person;~~

7.4.4 — ~~Positions available/salary/hours/duties;~~

7.4.5 — ~~Whether the contact resulted in an interview;~~

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~~7.4.6 — Total number of contacts in the month;~~

~~7.4.7 — Total number of positions identified; and~~

~~7.4.8 — Total number of Participants obtaining employment in these positions.~~

~~7.5 — Special Activities:~~

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

~~7.6 — Miscellaneous Reports:~~

~~In addition to reports required on a monthly basis, CONTRACTOR shall submit all reports and data collection that is required to track goals and report progress as noted in Paragraph 1 of Exhibit A to this Agreement, as requested by ADMINISTRATOR.~~

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~~EXHIBIT B
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ARBOR E & T, LLC
DBA RESCARE WORKFORCE SERVICES
FOR THE PROVISION OF
EMPLOYMENT SERVICES
EMPLOYMENT SUPPORT SERVICES~~

~~1. PROGRAM GOALS~~

~~1.1.3.1~~ CONTRACTOR shall conduct a Participant satisfaction survey with the goal that ninety percent (90%) of all Participants responding shall indicate that Employment Support Services assisted them in satisfactorily addressing barriers to self-sufficiency. A summary of all of PARTICIPANTS with a minimum of ninety percent (90%) of PARTICIPANTS completing the survey. A summary of survey responses shall be completed by CONTRACTOR, and submitted to ADMINISTRATOR on a monthly basis. Summaries are due on by the tenth (10th) of the following month for the preceding month.

~~2. SERVICES TO BE PROVIDED~~

~~3.1.1~~ WTW Staff responsibilities include the removal of barriers to WTW participation and CONTRACTOR shall, upon request by ADMINISTRATOR, provide documentation of attempts to conduct PARTICIPANT surveys and/or the completed signed surveys in a format mutually agreed to.

~~3.1.2~~ CONTRACTOR shall provide a written corrective action plan to ADMINISTRATOR when the percentage goal falls below ninety percent (90%) for two (2) consecutive months. The plan shall be in a format approved by ADMINISTRATOR.

~~3.2~~ CONTRACTOR shall ensure that:

~~3.2.1~~ During the period of January 1, 2023, through June 30, 2023, fifty percent

(50%) of Post-Aid PARTICIPANTS will retain continuous employment. ~~WTW Staff~~, for a minimum of twelve (12) months, while receiving Post-Aid Supportive Services.

3.2.2 During the period of July 1, 2023, through June 30, 2024, sixty percent (60%) of Post-Aid PARTICIPANTS will retain continuous employment, for a minimum of twelve (12) months, while receiving Post-Aid Supportive Services.

3.2.3 During the period of July 1, 2024, through June 30, 2025, seventy percent (70%) of PARTICIPANTS referred to Post-Aid Supportive Services, will retain continuous employment, for a minimum of twelve (12) months, while receiving Post-Aid Supportive Services.

3.3 CONTRACTOR shall ensure that one hundred percent (100%) of referred PARTICIPANTS will be contacted as described in Subparagraphs 5.1.3 and 5.1.4 in the reporting month.

4. HOURS OF OPERATION

4.1 ~~responsible to identify and make specific referrals to CONTRACTOR~~ for CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) including evening and weekend hours as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Thursday, from 8:00 a.m. to 5:30 p.m., Friday from 7:30 a.m. to 6:00 p.m., and two (2) Saturdays per month from 9:00 a.m. to 1:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

4.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the

hours listed in Subparagraph 4.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 20, and shall not be reimbursed.

5. GENERAL REQUIREMENTS

5.1 Referrals~~needed to remove those barriers. Receipt of~~

5.1.1 CONTRACTOR shall accept and evaluate Employment Support and Post-Aid Supportive Services ~~is voluntary for Participants.~~ referrals from ADMINISTRATOR.

5.1.2 PARTICIPANTS shall not be refused services by CONTRACTOR,~~through~~ direct without discussion with and concurrence of ADMINISTRATOR.

5.1.3 CONTRACTOR shall respond, evaluate and provide services within twenty-four (24) hours from the time the referral is received, when emergency service ~~or subcontracts with established community resources,~~ shall provide service to Participants~~needs have been requested, e.g., lack of food or housing, or a situation that would have an immediate detrimental impact on PARTICIPANTS' ability to maintain or obtain employment.~~ Response method shall include a dedicated emergency phone line and email address.

5.1.4 CONTRACTOR shall contact PARTICIPANTS with non-emergency services requests within three (3) business days and provide services within five (5) business days from the date of the referral. CONTRACTOR shall communicate with ADMINISTRATOR on any action taken that would affect PARTICIPANT'S status in the CW/WTW program.

6. SERVICE REQUIREMENTS

~~2.1.6.1~~ CONTRACTOR shall provide Employment Support and Post-Aid Supportive Services to PARTICIPANTS to remove barriers to self-sufficiency. The types of Common barriers to employment~~common~~ among the CalWORKs WTW population include: but are not limited to:

~~2.1.1~~ 6.1.1 Basic Needs: Food, clothing, utilities, etc.;

~~2.1.2~~ 6.1.2 Transportation: Lack of access to public transportation, unreliable

~~personal vehicles;~~ When other modes are temporarily or currently unavailable for CalWORKs-related activities;

6.1.3 Housing: Homelessness, lack of stable housing;

~~2.1.31.1.1 Housing: Homelessness, lack of stable housing;~~

~~2.1.4~~ 6.1.4 Life Skills: Budgeting and credit counseling, time and household management, nutrition, and healthy lifestyle;

6.1.5 Work Behavior: Work ethic, interacting with coworkers, problem/dispute resolution;

~~2.1.51.1.1 Domestic Abuse: Dependence, anger management, Work Behavior: Work ethic, interacting with coworkers, problem/dispute resolution;~~

~~2.1.6~~ 6.1.6 Domestic Abuse: Dependence, anger management, and shelter services;

6.1.7 Family Issues: Parenting skills, family relations, school problems; and/or

6.1.8 Child Care: Confirmation of stable and consistent care and plan for emergencies, e.g., a sick child.

~~2.1.71.1.1 Family Issues: Parenting skills, family relations, school problems; and/or~~

~~2.1.81.1.1 Child Care: Confirmation of stable and consistent care and plan for emergencies, e.g., a sick child.~~

~~2.2 To motivate and enhance Participants' success in becoming self-sufficient, CONTRACTOR shall provide services to Participants who are full-time employed and remain on aid, to address the barriers listed above.~~

~~2.3 CONTRACTOR shall provide the following services to full-time employed Participants who remain on aid:~~

~~2.3.1 Promotion of Life-Long Learning: Assist Participants in utilizing opportunities for formal and informal training and education throughout life;~~

~~2.3.2 Job Skills Enhancement: Identify and assist Participants in accessing training and educational opportunities available through community resources;~~
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~~2.3.3 Job Progression: Assist with advancement opportunities and educating~~

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Participants that the job search skills they acquired during Job Services can also be used to locate a better, higher paying job;

2.3.4 ~~Job Search Assistance: Find better paying jobs, replacing lost jobs; and~~

2.3.5 ~~Tax Assistance: Assist Participants and employers to understand the benefits and importance of the EITC, filing tax returns, and child care tax credits.~~

2.4 ~~Employment Support Services shall be readily accessible to Participants, as required by ADMINISTRATOR. This shall include providing services in the evenings and on the weekends, as mutually agreed by CONTRACTOR and ADMINISTRATOR, taking into consideration child care needs, and the limited transportation available to many Participants.~~

~~2.56.2 CONTRACTOR shall be available~~ CONTRACTOR shall be available within twenty-four (24) hours for consultation with ADMINISTRATOR and other contracted partners when there are extraordinary circumstances, such as homelessness, the family is without local support, and the parent's and/or children's physical health and safety are at risk.

~~2.66.3 CONTRACTOR shall pay~~ CONTRACTOR's contracted partners directly ~~to the appropriate creditor/payee for the~~ Employment Support and Post-Aid Supportive Services.

~~2.7 Additional Services:~~

6.4 ~~CONTRACTOR shall coordinate additional~~ provide the following services to referred employed PARTICIPANTS:

6.4.1 Career Guidance: Assist PARTICIPANTS in managing their career development and growth;

6.4.2 Job Skills Enhancement: Identify and assist PARTICIPANTS in accessing training and educational opportunities available through community resources;

6.4.3 Job Progression: Assist with advancement opportunities and reinforce job search skills acquired during Employment Support Services through direct service or subcontracts. Additional services by to secure a better, higher-paying job;

6.4.4 Job Search Assistance: Secure better paying jobs, replace lost jobs; and

6.4.5 Tax Assistance: Assist PARTICIPANTS to understand the benefits and importance of the Earned Income Tax Credit (EITC), filing tax returns, and child care tax credits.

6.5 CONTRACTOR shall follow up with Post-Aid PARTICIPANTS to evaluate if post-aid services provided are to successful. Follow up shall include, but are-not limited to, the following:

~~2.7.1 Coordinate child care slots with existing resources near Participants' place of employment and/or residence, whichever location will best meet the Participants' needs;~~
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~~2.7.2 Coordinate on the job training with employers to ensure that Participants receive training that is not only skill focused, but also addresses enhancement of daily life skills;~~

~~2.7.3 Coordinate with educational providers to provide skill enhancement classes in the community;~~

~~2.7.4 Coordinate with local CBOs and FBOs to develop support groups for Participants. At such time as is mutually agreed upon by CONTRACTOR and ADMINISTRATOR, CONTRACTOR shall offer support groups that also provide child care on Saturday mornings. CONTRACTOR shall also coordinate with CBOs and FBOs to provide resources, such as food, clothing, and other donations that will assist Participants as they progress towards self-sufficiency;~~

~~2.7.51.1.1 Develop child care alternatives for children who become sick or are otherwise unable to attend traditional child care or schools;~~

~~2.7.61.1.1 Identify CalWORKs families that are isolated in the community and encourage them to participate in community groups to re-integrate them into a healthier lifestyle;~~

~~6.5.1 Establish an emergency telephone number during non-business hours so Participants can contact~~ Quarterly contact and evaluation of continued service needs and support for a period up to twelve (12) months following

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PARTICIPANT’S discontinuance of CalWORKs due to employment or increased earnings; and

6.5.2 CONTRACTOR shall establish mentoring and mental health programs for PARTICIPANTS to provide support and guidance in overcoming barriers to self-sufficiency by providing referrals to in-house programs and community partners, including but not limited to:

6.5.2.1 Mental health services;

6.5.2.2 Short term counseling;

6.5.2.3 Guidance on personal and family issues, and managing personal finances;

6.5.2.4 Food banks; and

6.5.2.5 Career mentorship.

6.5.3 CONTRACTOR shall follow up with PARTICIPANTS to ensure linkages are successful.

6.6 Domestic Abuse Services

6.6.1 CONTRACTOR shall provide domestic abuse assistance services to PARTICIPANTS and families who have domestic abuse issues. Services shall be provided to PARTICIPANTS and families referred by ADMINISTRATOR.

~~2.7.7 CONTRACTOR if a situation arises that jeopardizes their employment;~~

~~2.7.8 Coordinate counseling services with community organizations already providing these or similar services and subcontracting for additional services that are currently unavailable to WTW Staff. For example, several community organizations are receiving grants for domestic abuse counseling and those services can be used by Participants;~~

~~2.7.9 Coordinate with organizations that shall provide free clothing to the needy for job interviews and employment purposes;~~

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~~2.7.10 Coordinate scholarship awards with community colleges or trade schools for Participants who complete a GED or have high school diplomas;~~

~~2.7.11.1.1 Coordinate money management assistance through financial~~

~~institutions or other organizations interested in providing these services;~~

2.7.12 — ~~Coordinate a low-interest loan program through financial institutions for successful Participants interested in buying cars or homes;~~

2.7.13 — ~~Refer Participants to parenting classes, dispute resolution, household management, counseling services, etc. when appropriate.~~

2.7.14 — ~~Assist Participants in finding housing or temporary shelter as appropriate;~~

2.7.15 — ~~Provide information concerning EITC to Participants and potential employers; and~~

2.7.16 — ~~Assist Participants in finding low-cost car repairs as appropriate.~~

3. — REFERRALS

3.1 — ~~CONTRACTOR shall accept and evaluate Employment Support Services referrals from WTW Staff in accordance with policies established by ADMINISTRATOR.~~

3.2 — ~~Although services may end if there is a participation problem due to non-cooperation, Participants shall not be refused services by CONTRACTOR without discussion and concurrence with WTW Staff. In order to minimize issues that may impede the provision of Employment Support Services, CONTRACTOR shall obtain concurrence from WTW Staff prior to taking any action that affects the Participant's status in the program.~~

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3.3 — ~~CONTRACTOR shall ensure that the number of days elapsing between the day Participants are referred to CONTRACTOR for Employment Support Services under this Agreement, and the date contact is made with Participants shall not exceed seven (7) calendar days. CONTRACTOR shall communicate with WTW Staff on any action taken.~~

3.4 — ~~CONTRACTOR shall evaluate and provide services within twenty-four (24) hours from the time the referral is received when emergency service needs have been identified, e.g., lack of food or housing, or a situation that would have an immediate detrimental impact on Participants' ability to maintain employment.~~

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4. ~~SERVICE DELIVERY POINTS~~

4.1 ~~CONTRACTOR shall provide Employment Support Services to all Participants actively participating in, or are in the referral phase of an approved WTW activity when a specific need is identified and agreed upon by WTW Staff and the Participant.~~

4.2 ~~Participants who are not fully engaged in a WTW activity may only be referred to CONTRACTOR for Employment Support Services on a case by case basis when circumstances occur that jeopardize the continued participation of the Participants, with approval from ADMINISTRATOR. CONTRACTOR will evaluate each Participant's situation and barriers to full participation and employment and develop strategies to overcome these barriers.~~

4.3 ~~CONTRACTOR shall provide Employment Support Services when circumstances occur that jeopardize the continued employment of full-time employed Participants who continue to receive CalWORKs Assistance. . CONTRACTOR will evaluate each Participant's situation and barriers to higher wage and full-time employment and develop strategies to overcome these barriers.~~

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4.4 ~~Non-WTW CalWORKs Recipients: In some instances, CalWORKs Recipients not required to participate in WTW may be referred for Employment Support Services when serious problems occur that jeopardize child safety and family well-being, with approval from ADMINISTRATOR.~~

5. ~~DOMESTIC ABUSE ASSISTANCE SERVICES~~

5.1 ~~CONTRACTOR shall provide domestic abuse assistance services to Participants and families who have evidenced domestic abuse issues. Services shall be provided to Participants that meet the following criteria:~~

5.1.1 ~~The Participant is eligible for and participating in WTW;~~

5.1.2 ~~The Participant currently receives Domestic Abuse Services through ADMINISTRATOR related to a domestic abuse case; or~~

5.1.3 ~~The Participant has a Domestic Abuse Waiver, which is a waiver of certain WTW program requirements due to the Participant's obligations related to a domestic~~

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~~abuse case.~~

~~5.26.6.2~~ CONTRACTOR shall ~~provide services to include assistance to Participants to give them a safe haven,~~ counseling, education, and Supportive Services to PARTICIPANTS in order to assist PARTICIPANTS obtain employment and become self-sufficient without putting them at further risk.

~~5.36.6.3~~ CONTRACTOR shall ~~also~~ provide services to the ~~perpetrator~~ alleged abuser who is in the home in order to address domestic abuse issues as some families in the CalWORKs population consist of the victim and the ~~perpetrator~~ alleged abuser, who is also a CalWORKs ~~Recipient~~ recipient.

~~5.46.6.4~~ CONTRACTOR shall provide ~~children's~~ programs to children who are the witnesses to or victims of abuse, and are likely to experience Post Traumatic Stress Disorder, depression, anxiety, developmental issues or engage in inter-generational transmission of domestic abuse.

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~~5.56.6.5~~ CONTRACTOR shall coordinate delivery of services with the COUNTY ~~DASU~~ Domestic Abuse Services Unit, and shall provide, at a minimum, access to the following services with established community domestic abuse resources:

~~5.5.16.6.5.1~~ Twenty-four (24) hour hotline providing crisis intervention;

~~5.5.26.6.5.2~~ Peer counseling and support, anger management, and/or psychological counseling services;

~~5.5.36.6.5.3~~ Referrals to Personal Empowerment Program (PEP), or other comparable services, for domestic abuse victims and their families, as well as for perpetrators of domestic abuse;

~~5.5.46.6.5.4~~ An established walk-in center in the areas to be served, to accommodate the service needs of victims of domestic abuse;

~~5.5.56.6.5.5~~ Emergency services, such as food, clothing, transportation, and shelter;

~~5.5.66.6.5.6~~ Twenty-four (24) hour response to local law enforcement agencies in the provision of services to victims of domestic abuse;

~~5.5.7~~6.5.7 Hospital emergency room protocol and assistance on a twenty-four (24) hour basis;

~~5.5.8~~6.5.8 Assistance with temporary restraining orders and custody disputes; and

~~5.5.9~~6.5.9 Court and social advocacy programs providing assistance to victims of domestic abuse and their families.

~~6.~~ HOUSING ASSISTANCE SERVICES

6.7 Housing Assistance Services

~~6.1~~6.7.1 CONTRACTOR, in collaboration with ADMINISTRATOR and/or other contracted providers, or other resources, shall provide ~~Participants~~PARTICIPANTS with assistance in locating temporary and transitional housing, and work with ~~Participants~~PARTICIPANTS to obtain stable, affordable housing.

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6.7.2 CONTRACTOR shall~~provide services:~~

~~6.2~~6.7.2.1 Provide housing assistance programs to CalWORKs~~Participants referred by WTW Staff. Services shall include,~~PARTICIPANTS, including but ~~are~~ not limited to, ~~the following:~~CONTRACTOR's programs: Rapid Rehousing, Homeless Prevention Rental Assistance, Mortgage Relief Assistance program services, and Day One program;

~~6.2~~6.7.2.2 Develop marketing strategies and conduct special outreach activities with ~~area~~local landlords to increase available temporary and transitional housing options;

~~6.2~~6.7.2.3 Assist ~~Participants~~PARTICIPANTS with preparatory coaching and suggestions in ~~shopping~~searching for a rental unit;

~~6.2~~6.7.2.4 Provide immediate response and intervention in the rental process, and assistance with move-in and utility arrangements;

~~6.2~~6.7.2.5 Provide consumer credit and financial management counseling, including assistance with remedies for adverse credit

reports/history;

~~6.2.5~~6.7.2.6 Act as an advocate for the family regarding stabilization of housing;

~~6.2.6~~6.7.2.7 Act as an advocate for the family regarding eviction prevention/intervention; ~~and~~

~~6.2.7~~ — Ensure that funds are allocated for direct Participant services and pay the appropriate creditor/payee directly for services.

~~6.3~~6.7.2.8 ~~CONTRACTOR shall network~~Network and subcontract as necessary with community-based organizations (CBOs) and faith-based organizations (FBOs) to maximize available resources for temporary and transitional housing, as well as facilitating the location and retention of permanent housing; ~~and~~

~~6.4~~6.7.2.9 ~~CONTRACTOR shall maintain~~Maintain a central listing of ~~availability of~~available housing resources within Orange County; and update this information on a quarterly basis.

6.8 Incentives

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~~7.~~ REPORTING REQUIREMENTS

~~7.1~~ — CONTRACTOR shall ~~maintain records, collect data, and provide reports mandated by Federal and State governments and as may be required by ADMINISTRATOR. Reporting requirements shall include all reports and data collection that is required~~incentives to ~~track and report progress on goals as stated in Paragraph 1 of this Exhibit B~~Post-Aid PARTICIPANTS to this Agreement.

~~7.2~~ — CONTRACTOR shall report to ADMINISTRATOR Participants' ~~WTW participation in Employment Support Services in a format approved by ADMINISTRATOR.~~

~~8.~~ MONTHLY REPORTS

~~8.1~~ — CONTRACTOR shall provide ADMINISTRATOR with a monthly status report, by the tenth (10th) calendar day of the following month, for the preceding month, in a format

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~~approved by ADMINISTRATOR, which includes, but is not limited to, the following:~~

~~8.1.1 — Referrals received and referral outcomes;~~

~~8.1.2 — Referrals initiated and referral outcomes;~~

~~8.1.3 — Summary of interactions with CBOs and FBOs during the previous month, which shall include the date(s), contact names(s), and purpose of contact. Report will only be generated at the request of ADMINISTRATOR; and~~

~~8.1.4 — Summary of all complaints received, which include, but are not limited to, complaints from Participants, other contract service providers, community organizations, and the public.~~

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EXHIBIT C
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ARBOR E & T, LLC
DBA RESCARE WORKFORCE SERVICES
FOR THE PROVISION OF
SUBSIDIZED EMPLOYMENT PROGRAM

1. PROGRAM GOALS AND OBJECTIVE

~~1.1 CONTRACTOR shall coordinate a subsidized employment program and outreach to worksites to ensure that Participants are placed at appropriate worksites and receive employment skills and experience that will lead to unsubsidized employment and self-sufficiency.~~

~~1.2 CONTRACTOR shall meet the following placement goals for subsidized employment:~~

~~1.2.1 For the period of July 1, 2016 through June 30, 2018, sixty percent (60%) of Participants referred shall be placed into subsidized employment.~~

~~1.2.2 For the period of July 1, 2018 through June 30, 2021, sixty five percent (65%) of Participants referred shall be placed into subsidized employment.~~

~~1.3 CONTRACTOR and ADMINISTRATOR will mutually agree on the calculation of methodology for placement goals for subsidized employment identified in Subparagraph 1.2.1 and 1.2.2.~~

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2. SERVICES TO BE PROVIDED

~~2.1 CONTRACTOR shall assume the duties and responsibilities associated with being the employer of record for Participants within the program or oversee Worksite Providers that may also assume the role of employer of record. If the Worksite Provider is the employer of record, CONTRACTOR shall ensure that the Worksite Provider adheres to all aspects of the program including human resources processes and payroll requirements.~~

~~2.2 COUNTY will reimburse CONTRACTOR for all hours worked by Participants at the assigned worksite for up to six (6) months, unless additional months are approved by~~

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~~ADMINISTRATOR. With prior approval from ADMINITRATOR, Participants may be paid for the following:~~

~~2.2.1 Sick days based on the worksite policies and procedures;~~

~~2.2.2 COUNTY holidays as identified in Subparagraph 20.2 of Exhibit D to this Agreement; and~~

~~2.2.3 Overtime pay.~~

~~2.3 COUNTY will reimburse CONTRACTOR up to fifteen dollars (\$15.00) per hour or as approved by ADMINISTRATOR. Wages paid by CONTRACTOR or the worksite to a Participant shall not be less than the prevailing California minimum wage. CONTRACTOR shall provide details to ADMINISTRATOR for approval prior to placing Participants at the worksite on positions where the Participant's wage is thirty percent (30%) above the California minimum wage or as directed by ADMINISTRATOR. Such details may include, but are not limited to, documentation indicating the employer's standard wage for the position, or data obtained from a credible source on the prevailing wage for the position.~~

~~2.4 Participants shall be offered workplace and job search readiness assistance to ensure that they are ready to begin a successful subsidized employment program.~~

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~~2.5 CONTRACTOR shall address Participant barriers to participation as identified by the WTW Case Manager, and review employer expectations.~~

~~2.6 After a Participant is placed at the worksite, CONTRACTOR shall track attendance and progress in their assigned placement, and collaborate with the worksite to conduct Participant evaluations. CONTRACTOR shall meet twice monthly with the worksite supervisor to discuss the Participant's progress and performance in the program. CONTRACTOR shall meet every two (2) weeks, or as needed, with the Participant to discuss action steps needed to successfully complete the program.~~

~~2.7 CONTRACTOR shall develop a plan for worksites to offer supervision and training to Participants, along with the opportunity of full-time permanent employment with advancement opportunities at the end of the subsidized period.~~

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~~2.8—CONTRACTOR shall develop a quality assurance plan to ensure appropriate and accurate payments for hours of employment.~~

~~2.9—CONTRACTOR shall work closely with Participants and encourage them to overcome individual barriers in order to successfully complete the program and obtain unsubsidized employment, either at the worksite or with another employer.~~

~~2.106.8.1 As an incentive to encourage participation and to assist in the transition to employment, after a Participant completes the program, obtains unsubsidized employment, and retains employment for thirty (30) days, CONTRACTOR shall provide the Participant with a two hundred dollar (\$200.00) voucher to obtain items that support the Participant's continuous employment. CONTRACTOR shall inform the Participant that after thirty (30) days of employment he/she must submit employment documentation verifying job retention to receive the voucher. The voucher shall be for an establishment where items that support the Participant's employment and household stability, such as food, gas or work clothes can be purchased. CONTRACTOR shall keep a record of every voucher for a period up to twelve (12) consecutive months following CalWORKs discontinuance, provided to a Participant that includes the name of the establishment for which the voucher was provided, the name of the Participant, the date the voucher was provided, the amount of the voucher, the name of CONTRACTOR's employee providing the voucher, and whether the Participant provided appropriate documentation to verify his/her job retention. CONTRACTOR shall provide ADMINISTRATOR access to inspect CONTRACTOR's records concerning the provision of vouchers to Participants and/or upon request, CONTRACTOR shall provide ADMINISTRATOR with a copy of such recordsemployment is verified.~~

~~6.8.2 Incentives shall be in the form of monetary vouchers provided at the following intervals:~~

~~6.8.2.1 CONTRACTOR shall provide initial monetary voucher in the amount of five hundred dollars (\$500) to Post-Aid PARTICIPANTS who retain employment with the same employer~~

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for the first thirty (30) days after CalWORKs discontinuance.

6.8.2.2 CONTRACTOR shall provide a second subsequent monetary voucher in the amount of two hundred fifty dollars (\$250) to Post-Aid PARTICIPANTS who retain continuous employment for a period of ninety (90) days after CalWORKs discontinuance.

6.8.2.3 CONTRACTOR shall provide a third subsequent monetary voucher in the amount of two hundred fifty dollars (\$250) to Post-Aid PARTICIPANTS who retain continuous employment for a period of one hundred eighty (180) days after CalWORKs discontinuance.

6.8.2.4 CONTRACTOR shall provide a fourth subsequent monetary voucher in the amount of two hundred fifty dollars (\$250) to Post-Aid PARTICIPANTS who retain continuous employment for a period of two hundred seventy (270) days after CalWORKs discontinuance.

6.8.2.5 CONTRACTOR shall provide a fifth subsequent monetary voucher in the amount of two hundred fifty dollars (\$250) to Post-Aid PARTICIPANTS who retain continuous employment for a period of three hundred sixty (360) days after CalWORKs discontinuance.

6.8.3 The frequency and amount of the incentives can be changed at the discretion of ADMINISTRATOR.

6.8.4 CONTRACTOR shall keep records of incentives provided to Post-Aid PARTICIPANTS. CONTRACTOR shall provide ADMINISTRATOR with a copy of such records upon request. Records of incentives shall include, but are not limited to, the following:

6.8.4.1 PARTICIPANT name;

6.8.4.2 Date the incentive was provided;

6.8.4.3 Amount of the incentive provided;

6.8.4.4 Reason the incentive was provided (such as 30-day, 90-day, etc.);

6.8.4.5 Proof of employment verification for the period the incentive was provided;

6.8.4.6 Name of CONTRACTOR’s employee providing the incentive.

7. COORDINATED SERVICES

7.1 CONTRACTOR shall coordinate additional services through direct service or subcontracts. Additional services provided by CONTRACTOR shall include, but are not limited to, the following:

7.1.1 Coordinate child care slots with existing resources near PARTICIPANTS’ place of employment and/or residence, whichever location will best meet the PARTICIPANTS’ needs;

7.1.2 Coordinate with local CBOs and FBOs to develop support groups for PARTICIPANTS. At such time, as mutually agreed upon by CONTRACTOR and ADMINISTRATOR, CONTRACTOR shall offer support groups that also provide child care on Saturday mornings. CONTRACTOR shall also coordinate with CBOs and FBOs to provide resources, such as food, clothing, and other donations that will assist PARTICIPANTS as they progress towards self-sufficiency;

7.1.3 Develop child care alternatives for children who become sick or are otherwise unable to attend traditional child care or schools;

7.1.4 Identify CalWORKs families that are isolated in the community and encourage them to participate in community groups to re-integrate them into a healthier lifestyle;

~~3. REPORTING REQUIREMENTS~~

~~3.1—CONTRACTOR shall maintain records, collect data, and provide reports mandated by Federal and State governments and as may be required by ADMINISTRATOR. Reporting requirements shall include all reports and data collection that is required to track and report progress on goals as stated in Paragraph 1 of this Exhibit C to this Agreement.~~

~~3.2—CONTRACTOR shall report to ADMINISTRATOR Participants’ WTW participation in the subsidized employment program in a format approved by ADMINISTRATOR.~~

~~4. MONTHLY REPORTS~~

~~4.1—CONTRACTOR shall provide ADMINISTRATOR with a monthly status report, by the tenth (10th) calendar day of the following month, for the preceding month, in a format~~

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EXHIBIT D

~~AGREEMENT
 BETWEEN
 COUNTY OF ORANGE
 AND
 ARBOR E & T, LLC
 DBA RESCARE WORKFORCE SERVICES
 FOR THE PROVISION OF
 EMPLOYMENT SERVICES
SERVICE CONDITIONS~~

~~1. POPULATION TO BE SERVED~~

~~1.1 CONTRACTOR agrees to provide Job Services and Employment Support Services, as specified in Exhibit A, Exhibit B, and Exhibit C to this Agreement, to Participants who are referred to CONTRACTOR by WTW Staff, under this Agreement.~~

~~1.1.1 Referrals shall be those Participants who have been identified by WTW Staff as meeting the criteria for referral to Job Services and/or Employment Support Services.~~

~~1.1.2 It is mutually understood that Job Services are State mandated, and that Job Services and Employment Support Services are for the purpose of assisting Participants in achieving self-sufficiency within CalWORKs and WTW time constraints.~~

~~1.2 CONTRACTOR shall also be required to provide Job Services and/or Employment Support Services to CalWORKs families that include adults who are not currently meeting WTW participation requirements, which may include, but not be limited to, safety net child-only cases, which is consistent with prevailing State statutes and program regulations, as required by ADMINISTRATOR.~~

~~2. PRINCIPLES~~

~~CONTRACTOR shall ensure that the delivery of CalWORKs services is based on the following principles:~~

~~2.1 The provision of services shall be conducted in a sensitive manner responsive to literacy, language, and socio-cultural issues that may impact Participants. CONTRACTOR's staff shall be trained in cultural differences to ensure their ability to recognize and assist~~

Participants who demonstrate language or cultural barriers to employment, including resistance to pursuing employment in occupations that may be perceived as nontraditional;

2.2—Barriers relating to domestic abuse, mental health and/or substance abuse issues shall be identified and Participants shall be provided the appropriate referral and communicate information to WTW staff for follow-up action;

2.3—Participants with limited English proficiency shall be placed in an environment that will facilitate the development of self-sufficiency;

2.4—Participants shall be actively referred to needed services and follow-up shall occur to ensure that the referral was successful;

2.5—Opportunities shall be maximized to provide integrated, coordinated and easily accessible resources for Participants;

2.6—Services shall be family friendly and family centered;

2.7—Services shall be community based and provide integrated services that coordinate Federal, State and community funding opportunities;

2.8—Participants' strengths shall be identified, utilizing motivational and strength-based techniques; and

2.9—Services shall be outcome driven and identify indicators that accurately reflect progress towards stated contract goals.

3.—ENGAGEMENT/RE-ENGAGEMENT OUTREACH AND STRATEGIES

3.1—CONTRACTOR shall develop and provide engagement/re-engagement activities to Participants referred by WTW Staff. Participants for the purposes of this paragraph may include those meeting the following criteria:

3.1.1—Unemployed or underemployed;

3.1.2—Not participating due to expiration of exempt status;

3.1.3—Not participating in assigned activity(ies) (non-cooperation); and

3.1.4—Sanctioned.

3.2—Engagement/re-engagement activities shall include, but are not limited to, the

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following:

~~3.2.1 Telephone contacts;~~

~~3.2.2 Home visits;~~

~~3.2.3 Mailers; or~~

~~3.2.4 Appointment setting during flexible office hours.~~

~~3.3 CONTRACTOR shall provide specialized support services to address barriers including, but not limited to, attitude, parenting skills, behavioral health, domestic abuse, cultural and language issues, unstable housing, and lack of access to flexible child care and employment opportunities. Services shall include, but shall not be limited to, the following:~~

~~3.3.1 Identify attitudinal barriers, domestic abuse and/or behavioral health issues that negatively affect participation and provide immediate resources.~~

~~3.3.2 Provide information on flexible child care and employment options.~~

~~3.3.3 Develop a network of child care providers that offer services during traditional and non-traditional hours and on short notice.~~

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~~3.3.4 Use of the CalWORKs orientation for educational and motivational purposes and to discuss the realities of the CalWORKs time limits.~~

~~3.3.5 Completion of a Self Sufficiency Action Plan that helps each parent to identify barriers, roles, responsibilities, individual and family goals for the future.~~

~~3.3.6 Translation services as needed.~~

~~3.3.7 Referrals to CBOs and FBOs that are culturally responsive to the needs of Participants.~~

~~3.4 CONTRACTOR shall work together with each Participant to identify barriers to participation and the need for specific Employment Support Services, as described in Exhibit B to this Agreement, in order to engage the Participant in approved WTW activities.~~

~~3.5 Activities of engagement/re-engagement outreach and strategies shall include, but are not limited to, the following:~~

~~3.5.1 Participants will attend an office appointment or CONTRACTOR will~~

conduct a home visit if an office visit cannot be made.

~~3.5.2~~ ~~CONTRACTOR shall educate and motivate Participants to return to the program with full participation.~~

~~4.~~ QUALITY CONTROL

7.1.5 Establish an emergency telephone number during non-business hours so PARTICIPANTS can contact CONTRACTOR if a situation arises that jeopardizes their employment;

7.1.6 Coordinate counseling services with community organizations already providing similar services and subcontracting for additional services that are currently unavailable to ADMINISTRATOR (e.g. several community organizations are receiving grants for domestic abuse counseling and services are available to PARTICIPANTS).

7.1.7 Coordinate with organizations that provide free clothing for job interviews and employment purposes;

7.1.8 Coordinate money-management assistance through financial institutions or other organizations interested in providing these services;

~~4.1.7.1.9 shall be required~~ Coordinate a low-interest loan program through financial institutions for PARTICIPANTS interested in buying cars, or obtaining a credit card to establish and maintain a complete internal Quality Control Plan to ensure that all requirements of this Agreement are met. ~~credit;~~

7.1.10 Refer PARTICIPANTS to parenting classes, dispute resolution, household management, counseling services, etc. when appropriate;

7.1.11 Provide information concerning EITC to PARTICIPANTS;

7.1.12 Assist PARTICIPANTS in finding low cost car repairs as appropriate; and

7.1.13 Provide PARTICIPANTS with transportation services for after-hour emergency transportation needs.

8. ADDITIONAL REQUIREMENTS

8.1 Time Study

8.1.1 ~~CONTRACTOR shall develop and maintain an inspection system that~~ adhere to COUNTY time study procedures by identifying and

reporting time devoted to the delivery of services under this Agreement.

~~4.28.1.2~~ Time studies shall ~~cover the monitoring and control of Employment Support Services payment issuance (including petty cash, bus tickets/passes)~~ be completed by CONTRACTOR staff in the months of February, May, August, and November of each year, or transportation costs). ~~The quality control plan approved when requested~~ by ADMINISTRATOR. Completed time studies shall ~~include:~~ be made available to ADMINISTRATOR by the first (1st) business day of the month following each month in which the time study is to be completed.

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~~4.2.1~~ ~~Activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspections;~~

~~4.2.2~~ ~~Specific methods to identify and prevent deficiencies in the quality of service performed, prior to unacceptable performance levels;~~

~~4.2.3~~ ~~Method for continuing services in the event of a strike of CONTRACTOR's employees or a natural disaster; and~~

~~4.2.4~~ ~~Maintenance of all inspection files and, if necessary, the corrective action taken.~~

~~4.3~~ ~~CONTRACTOR shall cooperate with any third party audit or inspections as required by ADMINISTRATOR or other COUNTY, State or Federal agency.~~

~~5.~~ CASE RECORDS

~~8.1.3~~ Supervisory staff do not complete detailed time studies, but shall record the total hours worked per day in a time study month.

~~8.1.4~~ CONTRACTOR's supervisors shall review the staff time study detail reports for accuracy and ensure consistency with reported work hours for the same period.

8.2 Case Records

~~8.2.1~~ CONTRACTOR shall maintain a current and complete electronic case record on for each PARTICIPANT referred, in a format approved by

ADMINISTRATOR.

8.2.2 CONTRACTOR shall update COUNTY's computer information system case record for each ~~Participant~~PARTICIPANT referred— by ADMINISTRATOR.

~~5.1~~8.2.3 ADMINISTRATOR will provide—~~sufficient~~ training regarding use and maintenance of electronic case records on the computer information system, track cases, generate reports, etc., to CONTRACTOR's staff. CONTRACTOR shall conduct future training for its staff and also provide this training to any partner agencies that will have on-line access to COUNTY's computer information system.

~~5.2~~—~~CONTRACTOR may also be required to maintain a physical case record (hard copy), as required by ADMINISTRATOR. The content of the physical case records shall be in a format approved by ADMINISTRATOR and shall be uniform for each subcontractor. The physical case record shall contain any documentation not included in the electronic case record, as requested by ADMINISTRATOR.~~

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~~5.3~~—~~Information in case records shall be treated as confidential and released only to ADMINISTRATOR as required, or to others upon the approval of ADMINISTRATOR.~~

~~5.4~~—~~CONTRACTOR shall include, but not be limited to, the following items in the physical case record file:~~

~~5.4.1~~—~~Documentation of referrals;~~

~~5.4.2~~—~~Documentation of services provided, including contacts with and on behalf of Participants, general observations, etc.;~~

~~5.4.3~~—~~Documentation of subcontractors and service providers working with Participants or members of the Participants' families, including payments made to the service provider;~~

~~5.4.4~~—~~Documentation/justification for Supportive Services;~~

~~5.4.5~~—~~Documentation of hours of participation;~~

~~5.4.6 — Documentation regarding any cooperation issues;~~

~~5.4.7 — Attendance and progress reports, including those from subcontractors and service providers;~~

~~5.4.8 — Employment information and employment retention tracking;~~

~~5.4.9 — Documentation of increases in earnings;~~

~~5.4.10 — Standard release forms as needed for collateral contacts;~~

~~5.4.11 — Documentation of language needs and how they were resolved, as applicable; and~~

~~5.4.12 — Medical verifications, as applicable.~~

~~6. — COORDINATION~~

~~6.1 — CONTRACTOR shall jointly host regular coordination meetings with ADMINISTRATOR, WTW Staff, and other contract partners to coordinate procedures and problem resolution.~~

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~~6.2 — CONTRACTOR shall provide a contact to accept calls from WTW Staff to verify space availability for the next appropriate Job Services opening, using a format approved by ADMINISTRATOR.~~

~~6.3 — CONTRACTOR shall coordinate with the Vocational Assessment CONTRACTOR(s), as directed by ADMINISTRATOR, for referral of Participants to Vocational Assessment following Job Services.~~

~~7. — FORMS~~

~~7.1 — ADMINISTRATOR will provide a copy of all mandatory State and COUNTY forms.~~

~~7.2 — CONTRACTOR shall be responsible for duplication and distribution of the forms to its staff and any partner agencies or subcontractors and providers in the region, as needed per its function in the regional network and the usage in the region.~~

8.3 Forms

8.3.1 CONTRACTOR shall use all mandatory State and COUNTY forms.

~~7.38.3.2~~ CONTRACTOR shall develop ~~its own~~ internal forms ~~that are not~~ mandated by ADMINISTRATOR or by program requirements. as necessary to administer services. Internal forms shall be reviewed and approved by ADMINISTRATOR prior to implementation.

~~8. STATEMENT OF NEED~~

~~CONTRACTOR shall provide a written statement of need to WTW Staff describing Participants' Supportive Services needs when Participants need assistance with the cost of childcare, transportation, materials, uniforms, tools, etc., to participate in a job search or to begin work. WTW Staff will then refer the Participant for issuance of Supportive Services per applicable COUNTY Policy.~~

~~9. COMMUNITY OUTREACH~~

~~9.1 CONTRACTOR shall secure the cooperation of CBOs and FBOs in order to coordinate their efforts and the efforts of local educational institutions for services. This shall be accomplished by establishing a network of available resources, and providing a forum to exchange employment service related ideas and to develop avenues to implement them. The ultimate goal is to involve as many organizations as possible in a coordinated effort to provide services designed to remove barriers to employment and increase economic self-sufficiency.~~

~~9.2 CONTRACTOR shall provide services as required in this Agreement through direct service or subcontracts with established community resources, with ADMINISTRATOR approval.~~

~~9.3 CONTRACTOR shall meet regularly with CBOs and FBOs to inform them of funding availability for services provided under this Agreement, coordinate the provision of services, and provide them with technical assistance as needed.~~

~~9.4 CONTRACTOR shall call upon ADMINISTRATOR for assistance with coordination of community outreach activities.~~

~~9.5 CONTRACTOR shall involve ADMINISTRATOR in resolving disputes between CONTRACTOR and community and faith-based organizations.~~

~~9.6 Faith Based Organizations (FBOs)~~

~~CONTRACTOR shall respect the wishes of those Participants who do not want to receive services from an FBO. CONTRACTOR shall make available the same type of services from non-faith-based organizations. These services shall be at least equal to the FBO's services and be made available within the time frame as specified in Paragraph 3.3 and 3.4 of Exhibit B.~~

~~10. PROGRAMMATIC PARTICIPATION~~

~~CONTRACTOR shall submit any information and assistance necessary for WTW Staff to conduct Cause Determinations, as defined by Paragraph 3.9 of this Agreement, and monitor compliance plans, and for ADMINISTRATOR to make presentations at hearings or formal grievances.~~

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8.3.3 Additional forms may be required as determined by ADMINISTRATOR.

8.4 Welfare Fraud Investigation Referrals

8.4.1 CONTRACTOR shall report to ADMINISTRATOR when welfare fraud is suspected.

9. PERFORMANCE MONITORING

~~11. PERFORMANCE MONITORING AND REVIEWS~~

~~11.19.1~~ CONTRACTOR's performance will be monitored and reviewed by ADMINISTRATOR. —CONTRACTOR shall cooperate and assist with ADMINISTRATOR in providing the information necessary for monitoring performance. ADMINISTRATOR will conduct case reviews as part of an on-going evaluation of CONTRACTOR's performance contract deliverables and services, and cooperate with authorized COUNTY, State, and/or federal representatives who may audit TANF, CalWORKs/WTW program requirements.

~~11.29.2~~ ADMINISTRATOR may will use a variety of inspection methods to evaluate CONTRACTOR's performance, including, but not limited to, the following:

9.2.1 Monthly reviews of CONTRACTOR's performance. ADMINISTRATOR will inspect CONTRACTOR case records, related COUNTY data system entries, and applicable data reports to ensure compliance with this Agreement;

~~11.2.19.2.2~~ Random sampling of ~~program activities~~ Employment Support and Post-Aid Supportive Services referrals including a review of case files each month;

~~11.2.2~~ — Activity checklists and random observations;

~~11.2.3~~ — Inspect output items on a periodic basis as deemed necessary;

~~11.2.4~~ ~~9.2.3~~ Computer ~~Information System reported results;~~ data system reports;
and

~~11.2.5~~ ~~9.2.4~~ Participants' PARTICIPANT complaints and/or ~~Participants'~~ questionnaires; and surveys.

~~11.2.6~~ — Service provider complaints or reports.

~~11.3~~ ~~9.3~~ When it is determined that services were not performed in accordance with ~~this Agreement and/or COUNTY policies~~ TANF, CalWORKs/WTW program requirements and/or per ADMINISTRATOR during the review period, ADMINISTRATOR may, at its sole discretion, require ~~a~~ corrective action plan plans. CONTRACTOR shall, ~~within the time period specified in any such corrective action plan;~~ validate, review, and respond to preliminary findings. CONTRACTOR shall remedy the performance defects and document the corrective action plan within the time period identified by ADMINISTRATOR.

~~11.4~~ — Performance evaluation meetings will be conducted by ~~ADMINISTRATOR~~ as necessary.

~~11.5~~ — CONTRACTOR shall cooperate with ~~ADMINISTRATOR~~ in providing the information necessary for monitoring this Agreement, and with authorized State or Federal representatives who may audit WTW Program services.

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~~12.~~ HANDLING COMPLAINTS

~~CONTRACTOR shall develop, operate and maintain procedures for receiving, investigating and responding to service providers and Participant complaints, including Civil Rights complaints against direct service providers made by Participants, requests for State Hearings and formal grievances, requests for COUNTY reviews, and other complaints relating~~

to Job Services, Employment Support Services, and Subsidized Employment.

12.1—~~CONTRACTOR~~ staff shall maintain a log for identification and response to Participants' complaints. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and response to complaints within two (2) business days.

12.2—When ~~CONTRACTOR~~ believes any complaint may have legal implications for ~~CONTRACTOR~~ or ~~COUNTY~~, ~~CONTRACTOR~~ shall forward such complaint immediately to ~~ADMINISTRATOR~~ prior to responding to the complaint.

12.3—~~CONTRACTOR~~ shall provide, in a format approved by ~~ADMINISTRATOR~~, information pertaining to complaints, as well as ~~CONTRACTOR~~'s response to any complaints to ~~ADMINISTRATOR~~, as described above, within ten (10) business days of the complaint.

12.4—~~CONTRACTOR~~ shall include a summary of all complaints received in the Monthly Status Reports submitted to ~~COUNTY~~.

~~13.—FORMAL GRIEVANCE PROCESS AND STATE HEARING~~

13.1—~~CONTRACTOR~~ shall post Grievance Rights and Civil Rights notices, and any other notices as may be required by ~~ADMINISTRATOR~~, in all office(s) where all Participants can easily see them and as required by ~~COUNTY~~, State and Federal Regulations.

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13.2—~~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.

~~14.—WELFARE FRAUD INVESTIGATION REFERRALS~~

~~CONTRACTOR~~ staff shall report to the appropriate ~~WTW~~ Staff when eligibility or Supportive Services payment fraud is suspected, either by Participants or service providers. ~~CONTRACTOR~~ shall report to the appropriate ~~WTW~~ staff when fraud is suspected in the Subsidized Employment Program.

~~15.—OUTSIDE CONTACTS~~

~~CONTRACTOR shall:~~

~~15.1—Immediately inform ADMINISTRATOR of any inquiry from an elected official, their representative, Participant Advocate, or the press, and immediately provide information in order for ADMINISTRATOR to respond.~~

~~15.2—Consult with ADMINISTRATOR prior to initiating contact with a Participant Advocate or the press.~~

~~15.3—Inform ADMINISTRATOR prior to initiating contact with an elected official or their representative.~~

~~16.10. FACILITIES~~

~~16.1—CONTRACTOR shall collocate to existing ADMINISTRATOR facilities and locate additional space in regions of Orange County designated by ADMINISTRATOR.~~

~~16.2—Collocated Facilities:~~

10.1 Administrative services under this Contract shall be provided at:

Orange County Asian and Pacific Islander Community Alliance, Inc.

12912 Brookhurst Street, Suite 410

Garden Grove, CA 92840

~~16.2.1~~10.2 CONTRACTOR shall ~~enter into a~~ provide services, pursuant to rent-free lease or license agreement ~~when collocating at a site provided by ADMINISTRATOR, as referenced in Subparagraph 9.2 of this Agreement. CONTRACTOR shall cooperate(s) with all conditions of said agreement. CONTRACTOR shall collocate~~ the COUNTY, at the following COUNTY facilities ~~provided, or as determined~~ by ADMINISTRATOR:

~~_____6100 Chip Ave., Cypress, CA 90630~~

~~_____1928 S. Grand Ave., Santa Ana, CA 92705~~

~~_____23340 Moulton Parkway, Laguna Hills, CA 92653~~

~~—~~Anaheim Regional Center

~~—~~3320 E. La Palma, Ave

Anaheim, CA 92806

~~-1240 State College Blvd., Anaheim, CA 92806~~

~~-1000 E.~~

Laguna Hills Regional Center

23330 Moulton Pkwy

Laguna Hills, CA 92653

Santa Ana Regional Center

1928 S. Grand Ave Blvd., Ste. 300,

Santa Ana, CA ~~92701~~ 92705

16.2.2 ~~ADMINISTRATOR may add, change, modify, or delete locations, as necessary, to best serve the needs of ADMINISTRATOR and Participants.~~

16.3 ~~CONTRACTOR Provided Facilities:~~

Cypress Regional Center

6100 Chip Ave

Cypress, CA 90630

16.3.1 ~~CONTRACTOR shall provide ADMINISTRATOR with a copy of the lease for review and approval, at least thirty (30) days prior to leasing a facility. CONTRACTOR shall make all changes to the lease as requested by ADMINISTRATOR.~~

16.3.2 ~~CONTRACTOR shall provide parking spaces for Participants' free and exclusive use. CONTRACTOR shall also provide parking for disabled persons in accordance with the Americans with Disabilities Act, and any other rules or statutes relating to parking for disabled persons.~~

16.3.3 ~~CONTRACTOR shall provide all repair, maintenance, and janitorial services to all premises on a five (5) day per week basis, subject to the satisfaction of ADMINISTRATOR. If CONTRACTOR fails to provide satisfactory repair, maintenance, and janitorial services to the premises, ADMINISTRATOR may notify CONTRACTOR in writing. CONTRACTOR shall initiate measures to provide satisfactory~~ during extended hours (any

~~weekday service and/or remedy the unsatisfactory conditions. If CONTRACTOR has not provided satisfactory repairs within ten (10) calendar days, ADMINISTRATOR may provide the repair, maintenance, and/or janitorial service necessary to remedy the unsatisfactory condition, and deduct the cost of those services from any reimbursable claim by CONTRACTOR.~~

~~16.3.4 — CONTRACTOR shall maintain any facilities in compliance with all applicable laws, rules, regulations, building codes, statutes and orders, as they now exist or may be subsequently amended. Facilities must be able to accommodate all data processing equipment and computers.~~

~~16.3.5 — CONTRACTOR provided sites shall be in safe, clean structures that are centrally located to the population to be served, located conveniently to public transportation facilities, accessible to individuals with disabilities, and provide adequate parking at no cost to Participants.~~

~~16.3.6 — CONTRACTOR shall not require Participants to travel more than two (2) hours round trip to obtain services.~~

~~16.3.7 — CONTRACTOR shall maintain an Accessibility Plan that describes how Participants located throughout Orange County can easily get to the sites.~~

~~16.3.8 — CONTRACTOR shall provide adequate security for the facilities, and all facilities shall be adequately lighted at night.~~

~~16.3.9 — CONTRACTOR shall secure the work area to maintain Participant confidentiality.~~

~~16.3.10 — CONTRACTOR shall maintain the security of the work area in an up-to-date manner and shall designate an in-house management level position to be responsible for maintenance and access level assignments. Work area security shall include a master key override lock.~~

~~16.3.11 — CONTRACTOR shall provide an alarm or security system for after-hours security in locations where ADMINISTRATOR has provided furniture and equipment.~~

~~16.3.12~~ 10.3 ~~CONTRACTOR shall provide space for the provision of services under this~~

~~Agreement~~ prior to 8:00 a.m. and/or after 5:00 p.m. and weekend hours), at the following ~~sites:~~ location:

~~100 South Anaheim~~ Orange County Asian and Pacific Islander Community Alliance, Inc.

6301 Beach Blvd., Anaheim, Suite 320

Buena Park, CA 9280590621

~~_____16842 Von Karman Ave., Irvine, CA 92606~~

~~16.3.13~~ 10.4 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add, change, modify, or delete locations, as necessary, to best serve the needs of ADMINISTRATOR and Participants as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

~~17.~~ EQUIPMENT AND FURNISHINGS

~~17.1~~ ADMINISTRATOR will purchase and install all necessary data processing equipment, including personal computers.

~~17.2~~ ADMINISTRATOR will provide sufficient training to CONTRACTOR's staff regarding use and maintenance of electronic case records on the computer information system.

11. MEETINGS

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

11.2 Attend other meetings as requested by ADMINISTRATOR.

12. REPORTING REQUIREMENTS

~~17.3~~ CONTRACTOR shall ~~use the computer information system(s) provided by ADMINISTRATOR for entering~~ maintain records, collect data, and provide reports mandated by federal and viewing electronic data State governments and as may be required by ADMINISTRATOR. ~~CONTRACTOR shall ensure that their personnel understand the uses of the computer information system(s) and will follow the related procedures as evidenced by supervisory reviews and case audits.~~

~~17.4~~ CONTRACTOR shall be responsible for providing all the necessary

(ergonomically proper) furnishings for its staff in non-collocated facilities, and jointly coordinate the office layouts with ADMINISTRATOR's Facilities Management staff.

~~17.5 CONTRACTOR shall inform ADMINISTRATOR of any employment terminations or new hires in order for ADMINISTRATOR's Information Technology Services to take appropriate action within specified timeframes.~~

~~17.6~~12.1 ~~CONTRACTOR shall comply with confidentiality~~Reporting requirements shall include all reports and data collection that is required to track and report progress to outcome objectives as stated in Paragraph 333 of this ~~Agreement and shall use the computer information system(s) 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 be responsible for any loss, theft, or damage to the computer systems provided by ADMINISTRATOR. Further, CONTRACTOR shall provide training to staff that uses such equipment related to the sensitivity of Participant personal information contained within the hardware of these systems.~~ Attachment A.

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

12.2.1 Referrals received and referral outcomes;

12.2.2 A summary of interactions ~~with a written plan describing safeguards that shall be taken to ensure the security of both the computer information systems hardware and~~CBOs and FBOs during the ~~personal data contained therein. This plan~~previous month, which shall include ~~action steps that CONTRACTOR shall take to immediately report and mitigate damages resulting from loss of equipment~~the date(s), contact names(s), and unauthorized disseminationpurpose of contact;

12.2.3 A summary of all complaints received. ~~personal information.~~ Complaints include, but are not limited to, complaints from PARTICIPANTS, other

contract service providers, community organizations, and the public;

12.2.4 A report of corrective actions taken in response to errors cited by ADMINISTRATOR during ADMINISTRATOR case reviews and on-going evaluations; and

12.2.5 The median earnings of and percentage of Post-Aid PARTICIPANTS who continue to receive earnings and remain employed from the discontinuance of CalWORKs for at least: thirty (30) days, ninety (90) days, one hundred eighty (180) days, and three hundred sixty (360) days.

~~17.7~~12.3 Miscellaneous Reports: In addition to reports required on a monthly basis, CONTRACTOR shall submit this plan no later than July 31, 2016 and shall make all changes to the plan all reports and data as requested by ADMINISTRATOR.

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

~~18.13.~~ BUDGET

13.1 The estimated annual budget for Job Services and Employment Support Services budgets for services provided pursuant to Attachment A of this Agreement ~~Contract~~ is set forth as follows:

Annual Budget period for July 1, 2016—June 30, 2021

<u>Salaries and Benefits:</u>	<u>Max Hourly Rate⁽⁴⁾</u>	<u>FTE⁽²⁾</u>	<u>Annual Budget</u>
<u>Direct Services Positions⁽³⁾</u>			
Supervisors	26.28	8.00	408,678
Talent Development Specialists	22.01	47.00	1,837,814
Lead Talent Development Specialists	22.85	9.00	390,118
Business Solutions Consultants	22.01	4.00	174,388
Administrative Assistants	16.35	6.00	198,806
Subtotal Salaries ⁽⁴⁾⁽⁵⁾⁽⁶⁾			<u>3,009,804</u>
Benefits ⁽⁷⁾ (20.66%)			<u>\$611,443</u>
Subtotal Direct Service Positions and Benefits			<u>\$3,621,247</u>
<u>Administrative Positions⁽⁸⁾</u>			
Program Director	50.49	1.00	90,000
Project Manager	38.46	1.00	80,000

Human Resources Manager	34.31	1.00	71,365
Training Manager	34.31	1.00	71,365
Program Manager	34.31	1.00	71,365
Subcontract Manager	34.31	1.00	71,365
Quality Control Manager	34.31	1.00	71,365
Supervisors	26.28	2.00	102,170
Project Accountant	35.10	1	73,008
Account Specialists	22.18	4.00	173,722
—Subtotal Salaries ⁽⁴⁾⁽⁵⁾⁽⁶⁾			\$875,725
Benefits ⁽⁷⁾ (20.38%)			\$177,904
Subtotal Administrative Salaries and Benefits			\$1,053,629
—Total Salaries and Benefits			\$4,674,876
<u>Services</u>			
Basic Needs			42,000
Professional Clothing			288,000
Domestic Abuse Services			477,079
Housing			735,265
Transportation			300,000
Purchase of Services			22,500
Subsidized Employment Salary ⁽⁹⁾			1,853,699
—Total Services			\$3,718,543
<u>Operating Expenses</u>			
Office Expense			88,232
Program Expense			69,000
Telephone (Communication Costs)			62,700
Mileage ⁽¹⁰⁾			46,000
Staff Development			6,000
Travel (Transportation/Lodging) ⁽¹¹⁾			2,300
Advertising/Promotions/Printing			20,560
Facility Lease/Rental			681,077
Equipment Lease/Rental			46,029
Maintenance			19,800
Insurance			50,897
Independent Audit			23,573
Miscellaneous ⁽¹²⁾			620
—Total Operating Expenses			\$1,116,788
Indirect Costs ⁽¹³⁾			\$920,589
Profit			665,712
Performance Incentives			\$190,204
ANNUAL MAXIMUM OBLIGATION			\$11,286,712
CONTRACT MAXIMUM OBLIGATION			
—TOTAL JULY 1, 2016 THROUGH JUNE 30, 2021			\$56,433,560

ESTIMATED⁽¹⁾ BUDGET FOR PERIOD OF JANUARY 1, 2023, THROUGH
JUNE 30, 2023

STAFFING AND BENEFITS

<u>STAFFING</u>	<u>Position Type⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Maximum Hourly Rate⁽⁴⁾</u>	<u>Amount</u>
<u>Program Director</u>	<u>D</u>	<u>1.00</u>	<u>\$39.00</u>	
<u>Program Manager</u>	<u>D</u>	<u>1.00</u>	<u>\$34.00</u>	
<u>Program Supervisor</u>	<u>D</u>	<u>2.00</u>	<u>\$27.00</u>	
<u>Employment Consultant</u>	<u>D</u>	<u>7.00</u>	<u>\$25.00</u>	
<u>Program Support</u>	<u>D</u>	<u>2.00</u>	<u>\$21.00</u>	
<u>Quality Assurance Monitor</u>	<u>D</u>	<u>1.00</u>	<u>\$25.00</u>	
<u>Executive Director</u>	<u>A</u>	<u>0.10</u>	<u>\$80.00</u>	
<u>Operations Director</u>	<u>A</u>	<u>0.10</u>	<u>\$58.00</u>	
<u>Director of Finance and Admin.</u>	<u>A</u>	<u>0.40</u>	<u>\$80.00</u>	
<u>Accounting Supervisor</u>	<u>A</u>	<u>0.40</u>	<u>\$41.00</u>	
<u>Human Resources Supervisor</u>	<u>A</u>	<u>0.30</u>	<u>\$39.50</u>	
<u>Accountant</u>	<u>A</u>	<u>1.20</u>	<u>\$38.50</u>	
<u>Bookkeeper</u>	<u>A</u>	<u>0.50</u>	<u>\$27.00</u>	
<u>STAFFING SUBTOTAL</u>				<u>\$518,908</u>
<u>EMPLOYEE BENEFITS⁽⁵⁾</u>				<u>\$141,891</u>
<u>TOTAL STAFFING & EMPLOYEE BENEFITS</u>				<u>\$660,799</u>
<u>TOTAL DIRECT CLIENT RELATED SERVICES⁽⁶⁾</u>				<u>\$2,000,000</u>
<u>TOTAL OPERATING EXPENSES⁽⁷⁾</u>				<u>\$76,750</u>
<u>INDIRECT COSTS⁽⁸⁾</u>				<u>\$22,576</u>
<u>TOTAL BUDGET</u>				<u>\$2,760,125</u>

ESTIMATED⁽¹⁾ BUDGET FOR PERIOD OF JULY 1, 2023, THROUGH JUNE
30, 2024

STAFFING AND BENEFITS

<u>STAFFING</u>	<u>Position Type⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Maximum Hourly Rate⁽⁴⁾</u>	<u>Amount</u>
<u>Program Director</u>	<u>D</u>	<u>1.00</u>	<u>\$41.00</u>	
<u>Program Manager</u>	<u>D</u>	<u>1.00</u>	<u>\$36.00</u>	
<u>Program Supervisor</u>	<u>D</u>	<u>2.00</u>	<u>\$29.00</u>	
<u>Employment Consultant</u>	<u>D</u>	<u>7.00</u>	<u>\$27.00</u>	
<u>Program Support</u>	<u>D</u>	<u>2.00</u>	<u>\$23.00</u>	
<u>Quality Assurance Monitor</u>	<u>D</u>	<u>1.00</u>	<u>\$27.00</u>	
<u>Executive Director</u>	<u>A</u>	<u>0.10</u>	<u>\$82.00</u>	
<u>Operations Director</u>	<u>A</u>	<u>0.10</u>	<u>\$60.00</u>	
<u>Director of Finance and Admin.</u>	<u>A</u>	<u>0.40</u>	<u>\$82.00</u>	
<u>Accounting Supervisor</u>	<u>A</u>	<u>0.40</u>	<u>\$43.00</u>	
<u>Human Resources Supervisor</u>	<u>A</u>	<u>0.30</u>	<u>\$41.50</u>	
<u>Accountant</u>	<u>A</u>	<u>1.20</u>	<u>\$40.50</u>	
<u>Bookkeeper</u>	<u>A</u>	<u>0.50</u>	<u>\$29.00</u>	
<u>STAFFING SUBTOTAL</u>				<u>\$1,108,536</u>
<u>EMPLOYEE BENEFITS⁽⁵⁾</u>				<u>\$313,670</u>
<u>TOTAL STAFFING & EMPLOYEE BENEFITS</u>				<u>\$1,422,206</u>
<u>TOTAL DIRECT CLIENT RELATED SERVICES⁽⁶⁾</u>				<u>\$4,105,000</u>
<u>TOTAL OPERATING EXPENSES⁽⁷⁾</u>				<u>\$106,000</u>
<u>INDIRECT COSTS⁽⁸⁾</u>				<u>\$25,544</u>
<u>TOTAL BUDGET</u>				<u>\$5,658,750</u>

ESTIMATED⁽¹⁾ BUDGET FOR PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2025 ~~Maximum hourly rates which will be permitted during the term,~~

STAFFING AND BENEFITS

<u>STAFFING</u>	<u>Position Type⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Maximum Hourly Rate⁽⁴⁾</u>	<u>Amount</u>
<u>Program Director</u>	<u>D</u>	<u>1.00</u>	<u>\$43.00</u>	
<u>Program Manager</u>	<u>D</u>	<u>1.00</u>	<u>\$38.00</u>	

<u>Program Supervisor</u>	<u>D</u>	<u>2.00</u>	<u>\$31.00</u>
<u>Employment Consultant</u>	<u>D</u>	<u>7.00</u>	<u>\$29.00</u>
<u>Program Support</u>	<u>D</u>	<u>2.00</u>	<u>\$25.00</u>
<u>Quality Assurance Monitor</u>	<u>D</u>	<u>1.00</u>	<u>\$29.00</u>
<u>Executive Director</u>	<u>A</u>	<u>0.10</u>	<u>\$84.00</u>
<u>Operations Director</u>	<u>A</u>	<u>0.10</u>	<u>\$62.00</u>
<u>Director of Finance and Admin.</u>	<u>A</u>	<u>0.40</u>	<u>\$84.00</u>
<u>Accounting Supervisor</u>	<u>A</u>	<u>0.40</u>	<u>\$45.00</u>
<u>Human Resources Supervisor</u>	<u>A</u>	<u>0.30</u>	<u>\$43.50</u>
<u>Accountant</u>	<u>A</u>	<u>1.20</u>	<u>\$42.50</u>
<u>Bookkeeper</u>	<u>A</u>	<u>0.50</u>	<u>\$31.00</u>
<u>STAFFING SUBTOTAL</u>			<u>\$1,179,256</u>
<u>EMPLOYEE BENEFITS⁽⁵⁾</u>			<u>\$344,973</u>
<u>TOTAL STAFFING & EMPLOYEE BENEFITS</u>			<u>\$1,524,229</u>
<u>TOTAL DIRECT CLIENT RELATED SERVICES⁽⁶⁾</u>			<u>\$4,105,000</u>
<u>TOTAL OPERATING EXPENSES⁽⁷⁾</u>			<u>\$106,000</u>
<u>INDIRECT COSTS⁽⁸⁾</u>			<u>\$25,896</u>
<u>TOTAL BUDGET</u>			<u>\$5,761,125</u>

⁽¹⁾ The annual budgets are estimated and subject to modification per Subparagraph 1.1 of this ~~Agreement; employees may be paid at less than~~ Attachment A, providing that such modifications do not change the COUNTY's maximum ~~rate-funding~~ obligation as stated in Subparagraph 21.1 of this Contract.

~~(2)~~

⁽²⁾ Position Types are classified as "D" for Direct or "A" for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.

(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 ~~workweek~~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.

~~(3) Direct Service positions are defined as those staff that provides face to face contact with clients. First line supervisors can be included as direct service staff. All direct staff positions are to be compensated hourly.~~

~~(4) Total salaries are calculated on average hourly rates for positions with average hourly rates and on Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly ~~rates for positions with no average hourly rates.~~~~

~~(5) Each staff position line item rate. Total salary is inclusive of potential staff incentives. Staff incentives will be granted as approved by ADMINISTRATOR. Staff incentives are based on each employee's performance and are estimated cost, not to exceed 5% of the employee's annual salary. Staff incentives may be in the form of either a salary increase or lump sum; however, the total compensation consisting of base pay plus incentives shall not exceed the maximum hourly rate for the position.~~

~~(6) Bilingual staff payments are 55% of Direct Services Staff FTEs at \$0.83 per hour.~~

~~(7)⁽⁵⁾ Employee Benefits include ~~contributions to 401k or 401(k) retirement plans; health insurance; medical and dental insurance; life insurance; long term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's, Workers Compensation Tax, based on the currently prevailing rates; Federal Insurance Contributions Act, Unemployment, Long Term Disability Insurance; and expense for accrued vacation accrual time payout, for a separated employee, limited to the ~~amount of~~actual vacation time earnedaccrued during the fiscal year in which ~~such~~the expense is claimed; ~~and mark up costs for any employees employed through staffing agencies.~~, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed ~~20.66% of actual allowable costs of direct service~~~~~~

~~salaries and 20.38% of actual allowable costs of administrative salaries.~~twenty-seven percent (27%) of the actual salary expense claimed for Direct Staff and shall not exceed thirty-six percent (36%) of the actual salary expense claimed for Administrative Staff.

~~(8) 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.~~

~~((9) Subsidized Employment line includes both salary wages and benefits cost associated with Participants placed into subsidized employment positions. Benefits costs included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates.~~

~~(10)~~ ⁽⁶⁾ Direct Client Related Services shall include basic needs; career assistance; counseling; child care; housing; transportation; participant incentives; and other supportive services to remove barriers to employment subject to prior written approval from ADMINISTRATOR.

⁽⁷⁾ Operating Expenses shall include rent and facilities; communications; supplies; mileage; and equipment/equipment lease. Mileage is limited to the amount allowed by the IRS.

~~(11) Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved in advance by ADMINISTRATOR. CONTRACTOR shall be reimbursed for actual expenses of lodging, up to the maximum allowed in CFR Title 41 Chapter 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid to employees for meals and incidental expenses incurred during travel, up to the maximum allowed in CFR 41 Chapter 301, Travel Allowances.~~

~~(12) 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.~~

~~(13) Indirect Costs specified in this line item shall fully compensate CONTRACTOR for general and administrative and/or overhead costs, and/or any other indirect costs incurred as a result of performance of this Agreement, and that any such costs in excess of this amount shall not be allowed, paid or reimbursed. Indirect Costs shall not exceed nine point six eight percent (9.68%) of actual allowable costs for the following: salaries, employee benefits, services and operating expenses.~~

⁽⁸⁾ Indirect cost includes administrative cost not directly charged to the program including, but not limited to, management, financial, administration, audit,

operations, professional services, and other non-programmatic costs. Indirect costs shall not exceed the rate of ten percent (10%) de minimis. 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.

13.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

~~18.1~~—CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete, or modify line items and/or amounts, the number and type of FTE positions, and/or estimated annual budgets without changing COUNTY's maximum funding obligation as stated in Subparagraph ~~21.1~~21.1 of this ~~Agreement~~Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph ~~44.3~~44.4 of this ~~Agreement~~Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph ~~21.1~~21.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the program~~service~~ goals as set forth in ~~Subparagraph 1.4. of Exhibit A and Subparagraph 1.2 of Exhibit C.~~ For the purposes of this Agreement, ~~proportionately shall be defined as follows: the amount of the reduction divided by the remaining funds in the budget, at the time of the reduction, after the reduction is applied.~~

~~18.2~~13.3 ~~For the purpose of meeting specific program needs, CONTRACTOR may request to reallocate funds between budgeted line items by utilizing a Budget Modification Request form provided by ADMINISTRATOR, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance written approval from ADMINISTRATOR for any Budget Modification Request prior to~~

~~implementation.~~this Attachment. Failure to obtain advance written ~~notice~~-approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

~~18.3~~13.4 In the event the ~~budget~~estimated annual budgets shown in ~~Paragraph~~18~~Subparagraph~~13.1 of this Attachment is modified, the modified ~~budget~~budgets shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on ~~March~~August 15, ~~2017~~2023, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The estimated annual budget beginning on July 1st of each ~~fiscal~~Contract year shall be identical to the most recently modified estimated annual budget. ~~Under no circumstances shall funds unspent in one fiscal year carry over to another fiscal year.~~

~~19.~~ STAFF

~~19.1~~ Language Diversity:

14. STAFFING REQUIREMENTS

14.1 General Requirements

CONTRACTOR shall~~employ~~:

14.1.1 Provide the requisite number of staff to operate program services as provided for in the budget.

14.1.2 Ensure that all reception and support staff have received training in customer service, communication skills, and proficient computer skills.

14.1.3 Fill any vacancies, which may occur during the term of this Contract in order to ensure the continuous and efficient delivery of services to PARTICIPANTS. CONTRACTOR shall fill any vacancies with individuals with the appropriate experience ~~in placing Participants with a limited~~and levels of education required for the job and notify the ADMINISTRATOR of changes in staffing.

14.1.4 Obtain prior approval from ADMINISTRATOR before scheduling staff overtime.

14.1.5 Ensure direct service staff are fluent in and possess the ability to prepare

~~written reports in English vocabulary in an environment that facilitates the development of the English language. CONTRACTOR's staff shall be able to read, write, speak and understand English. CONTRACTOR shall~~

14.1.6 CONTRACTOR shall provide bilingual staff to serve PARTICIPANTS who ~~are able to read, write and~~ speak ArabicFarsi, Spanish ~~and~~, Vietnamese ~~in order to develop programmatic material and to serve Participants who speak Arabic, Spanish or Vietnamese. The ratio of bilingual staff shall be, or any other language consistent with and proportional having a constant ratio to the target population ~~in each region~~, as determined by ADMINISTRATOR. ~~In addition, CONTRACTOR shall be required to provide translation services for all other languages as needed to ensure all Participants are provided services in the language they speak.~~~~

14.1.7 ~~CONTRACTOR shall comply with~~ Retain staff with interpersonal skills to address challenges with providing Employment Support and Post-Aid Supportive Services to difficult-to-serve populations.

14.1.8 Ensure direct service staff are trained in the use of CalJOBS and/or other job databases to understand the local labor market information, industry clusters, career pathways and demand occupations, and other local resources that are available to assist PARTICIPANTS seeking, obtaining and retaining employment.

14.2 CONTRACTOR shall provide the minimum following described staff positions:

14.2.1 Executive Director

Duties

14.2.1.1 Provide oversight of contracted services, ensuring contractual, financial, and legal compliance.

14.2.1.2 Responsible for providing personnel supervision oversight for Program Director.

14.2.1.3 Work in partnership with ADMINISTRATOR to ensure successful completion of all contractual outcome objectives.

Qualifications

14.2.1.4 A minimum of five (5) years of experience in executive management for nonprofit organizations.

14.2.1.5 Ability to work with diverse and underserved populations.

14.2.2 Operations DirectorDuties

14.2.2.1 Provide leadership to CONTRACTOR's staff in quality assurance, and evaluation of appropriateness of Employment Support and Post-Aid Supportive Services for community members.

14.2.2.2 Responsible for providing training and supervision support to CONTRACTOR's staff.

14.2.2.3 Ensure contractual operations needs are met, including but not limited to, cyber security, information technology, and Employment Support and Post-Aid Supportive Services are maintained and secured.

Qualifications

14.2.2.4 A minimum of five (5) years of experience in program management.

14.2.2.5 A minimum of three (3) years of experience in operations; information technology; cyber security; and administration and financial compliance.

14.2.3 Director of Finance and AdministrationDuties

14.2.3.1 Provide management and leadership oversight for all financial compliance; budgeting; monitoring of supportive services; and contractual compliance and auditing.

Qualifications

14.2.3.2 Bachelor's degree from an accredited college or university in Accounting or higher related field.

14.2.3.3 A minimum of five (5) years of experience in financial

management and nonprofit accounting.

14.2.3.4 Ability to oversee public funding and private foundation grants and compliance.

14.2.3.5 A minimum of five (5) years of experience in nonprofit audits and implementation of a single audit.

14.2.4 Accounting Supervisor

Duties

14.2.4.1 Provide oversight of accounting and processing of applicable grant.

14.2.4.2 Responsible for reviewing and evaluating all of the expenses with Employment Support and Post-Aid Supportive Services.

Qualifications

14.2.4.3 Bachelor's degree from an accredited college or university in Accounting or related field.

14.2.4.4 A minimum of three (3) years of experience as a supervisor.

14.2.5 Accountant

Duties

14.2.5.1 Responsible for overseeing accounts receivable; monthly billings and invoices; bank reconciliation; indirect costs; cash and bank receipts; and employee benefits reporting operations.

14.2.5.2 Responsible for overseeing supportive services and incentive operations.

14.2.5.3 Provide assistance with supportive services payables and payroll.

Qualifications

14.2.5.4 Bachelor's degree from an accredited college or university in Accounting or related field; or

14.2.5.5 A minimum of three (3) years of experience in bookkeeping or accounting.

14.2.6 Bookkeeper

Duties

14.2.6.1 Provide assistance with program payables and payroll.

14.2.6.2 Responsible for overseeing fixed asset inventory operations.

Qualifications

14.2.6.3 Bachelor's degree from an accredited college or university in Accounting or a related field; or

14.2.6.4 A minimum of three (3) years of experience in bookkeeping or accounting.

14.2.7 Human Resources Supervisor

Duties

14.2.7.1 Responsible for overseeing the human resources needs of the program and CONTRACTOR's employees.

14.2.7.2 Provide training to CONTRACTOR's employees and implement compliance procedures of this Contract in relation to CONTRACTOR's employees and program needs.

~~Qualifications all COUNTY, State, and Federal regulations regarding Limited English Proficiency (LEP). LEP regulations affect anyone who participates in a Federally funded program, and who has English as his or her second language and is limited in his or her English language proficiency.~~

~~19.2 — Recruitment and Hiring Practices:~~

~~19.2.1 — CONTRACTOR shall use a formal recruitment plan, which is in compliance with Federal and State employment and labor regulations.~~

~~19.2.2 — CONTRACTOR shall hire staff with the education and experience necessary to appropriately perform all functions as described in this Agreement.~~

~~19.2.3 — CONTRACTOR shall give priority consideration to qualified job-ready Participants, as described in 4.10.6.3 in Exhibit A, in filling vacancies in positions funded by this Agreement.~~

~~19.3 — Staff Training:~~

~~19.3.1 — CONTRACTOR staff directly serving Participants, or supervising those who do, shall be thoroughly familiar with WTW requirements and procedures contained in the Orange County CalWORKs Plan and subsequent updates, the CDSS regulations,~~

~~COUNTY Policy, the computer information system and related instructions, CalWORKs eligibility requirements, ADMINISTRATOR's service delivery and payment systems, welfare fraud and child abuse/elder abuse reporting requirements, the State Hearing process, and Civil Rights compliance requirements. ADMINISTRATOR will provide program requirements, policies, and general procedures to CONTRACTOR during start-up and subsequently as these materials are revised or new policies are developed.~~

~~19.3.2 — ADMINISTRATOR will provide initial training to a limited number of select CONTRACTOR staff with respect to CalWORKs WTW regulations, and COUNTY Policies and Procedures. CONTRACTOR shall attend training(s) that ADMINISTRATOR determines to be mandatory. CONTRACTOR shall conduct subsequent training(s) on the same materials.~~

~~19.3.3 — CONTRACTOR shall develop a COUNTY approved training manual to be distributed to CONTRACTOR staff regarding motivational strategies.~~

~~19.3.4 — ADMINISTRATOR will also provide CONTRACTOR personnel with initial training in the use of computer information systems as necessary to comply with the requirements of the CalWORKs Program. ADMINISTRATOR will provide technical information to CONTRACTOR on these requirements, but it will be CONTRACTOR's sole responsibility to assure that CONTRACTOR staff understand and correctly implement the requirements cited when providing services pursuant to this Agreement.~~

~~19.3.5 — CONTRACTOR shall provide ongoing staff training and assist its staff to ensure that all assignments are completed.~~

~~19.3.6 — CONTRACTOR shall ensure that its staff receives training in understanding cultural differences among groups of Participants, and recognize and effectively intervene to overcome any language and/or cultural barriers to employment.~~

~~19.3.7 — CONTRACTOR shall maintain a log of in-house training activities completed by its staff. This log shall be made available to ADMINISTRATOR upon request.~~

~~19.4 — Time Studies:~~

19.4.1 ~~CONTRACTOR shall adhere to COUNTY time study procedures by identifying and reporting time devoted to the delivery of services pursuant to this Agreement.~~

19.4.2 ~~Time studies must be completed by CONTRACTOR's staff 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 day of the month following each month in which the time study is to be completed.~~

//

19.4.3 ~~Supervisory staff do not complete detailed time study form sheets, but must 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.~~

Staff

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

14.2.7.4 A minimum of three (3) years of experience in human resources and employee training.

~~19.5 Duties and Qualifications:~~

~~CONTRACTOR shall provide the following Full Time Equivalent (FTE) described staff positions:~~

~~19.5.1~~14.2.8 Program Director:

Duties

~~Duties:~~

~~19.5.1.1~~14.2.8.1 Manage the implementation of contracted services, assuring that all contractual ~~commitments~~outcome objectives are met.

~~19.5.1.2~~14.2.8.2 Responsible for proper utilization of project funding.

~~19.5.1.3~~14.2.8.3 Establish and maintain positive working relationships with ADMINISTRATOR and ~~all~~ partners ~~to optimize funding, customer satisfaction and~~ within the community ~~relations~~.

14.2.8.4 ~~Facilitate project accomplishments~~Secure new partnerships or

opportunities that improve services to PARTICIPANTS. Partnerships will include, but not be limited to: community resources, educational and training providers, and ensure employers with a focus on providing professional development or employment for PARTICIPANTS. Other opportunities may be in the form of additional funding or grants that increase the availability of supportive services or incentives for PARTICIPANTS.

~~19.5.1.4~~14.2.8.5 Ensure that management decisions and contractual goals are understood and supported by ~~CONTRACTOR~~CONTRACTOR's staff.

~~19.5.1.5~~ ~~Make decisions that facilitate program accomplishments and meet goals and objectives on time and within budget.~~

14.2.8.6 Responsible for fiscal oversight of CONTRACTOR's budgets.

~~19.5.1.6~~14.2.8.7 Analyze and evaluate program operations and implement actions to meet designed plans.

~~19.5.1.7~~ ~~Assign priorities and scheduling to meet planned program goals and objectives.~~

~~19.5.1.8~~14.2.8.8 Assure all CONTRACTORResponsible for ensuringCONTRACTOR's staff are properly trained ~~and meet performance standards as outlined in this Agreement.~~

~~19.5.1.9~~ ~~Evaluate CONTRACTOR staff performance and authorize CONTRACTOR staff development and training activities.~~

~~19.5.1.10~~ ~~Direct CONTRACTOR staff performance and all Human Resources (HR) responsibilities.~~

~~19.5.1.11~~ ~~Maintain existing linkages to community resources and develop new linkages to further program goals and enhance the success of Participants.~~

~~19.5.1.12~~ ~~Directly supervises the Project Manager, and Finance Manager.~~

Qualifications:

~~19.5.1.13~~14.2.8.9 Bachelor's ~~Degree, preferably~~degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related field.

14.2.8.10 Ability to work in diverse team of colleagues and populations.

~~19.5.1.14~~14.2.8.11 A minimum of five (5) years of experience in organizing, planning and developing programs and services at a management level.

~~19.5.1.15~~ ~~Three (3) years CalWORKs and/or WTW experience, which may be concurrent with the requirement in Subparagraph 19.5.1.14 above.~~

~~19.5.2~~14.2.9 Project~~Program~~ Manager:

Duties:

~~19.5.2.1~~14.2.9.1 Assist Program Director in oversight functions.

~~19.5.2.2~~ ~~Responsible for the overall performance in all regional offices.~~

~~19.5.2.3~~14.2.9.2 Assist Program Director in ~~designing and implementing new service components and strategies approved by ADMINISTRATOR~~the implementation of contracted services, assuring that all contractual outcome objectives are met.

~~19.5.2.4~~ ~~Assist~~Provide direct supervision over Program Director in regularly reviewing all newly developed service components.

~~19.5.2.5~~14.2.9.3 Supervise~~Supervisors, Quality Assurance Manager, Training Manager, Monitor; Employment Consultants; and Program Manager, and Subcontract Manager; provide support, guidance and accountability.~~Support.

~~19.5.2.6~~ ~~Responsible for statistical reports.~~

~~19.5.2.7~~ ~~Implement corrective action plans, when necessary, with the assistance of the Program Director.~~

14.2.9.4 Participate in program budgeting, file auditing, staff training, meetings, and development and implementation of program

policies.

Qualifications:

~~19.5.2.8~~ Bachelor's ~~Degree,~~ preferably degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related field-

~~19.5.2.9~~14.2.9.5 A; or an Associate's degree from an accredited college and a minimum of four (4) years of experience in management or supervision.

14.2.9.6 ~~Two~~ Ability to work in diverse team of colleagues and populations.

~~19.5.2.10~~14.2.9.7 A minimum of two (2) years ~~CalWORKs and/or~~ WTW of management or supervision experience, ~~which may be concurrent~~ providing consultation, and collaboration with the requirement ~~in~~ Subparagraph ~~19.5.2.9.~~ public-private partnerships and county agencies.

14.2.10 Program Supervisor

Duties ~~Human Resource~~

~~19.5.3~~ Assist Program Manager:

~~Duties:~~

~~19.5.3.1~~ ~~Conduct and monitor all CONTRACTOR required training such as compliance training and HR reports in conjunction with the Training Manager.~~

~~19.5.3.2~~ ~~Manage new hire orientations~~ supervision of day-to-day activities, assistance on documentation and ~~process new hire paperwork.~~

~~19.5.3.3~~14.2.10.1 Assist Program Director evaluation, coordination of program activities and ~~Supervisors in the development of procedures based on local, State~~ strategies, and ~~federal guidelines~~ other administrative and ~~requirements of this Agreement~~ programmatic duties as necessary.

~~19.5.3.4~~14.2.10.2 Responsible for all ~~Human Resource functions~~ performing weekly audits of program and file compliance.

~~Qualifications~~ ~~Qualifications:~~

~~14.2.10.3~~ Bachelor's Degree, preferably degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related field; or a ~~19.5.3.5~~ ~~14.2.10.4~~ A minimum of three (3) years of experience in management or supervision a relevant field.

14.2.11 Employment Consultant

~~19.5.3.6~~ ~~Duties~~ Two (2) years CalWORKs and/or WTW experience, which may be concurrent with the requirement in Subparagraph 20.5.2.9 above.

~~19.5.4~~ Project Accountant:

~~Duties:~~

~~19.5.4.1~~ Oversee the project's fiscal operations.

~~19.5.4.2~~ Responsible for tracking, analyzing and reporting project financial status. Ensure procedures and policies are in place to facilitate effective and efficient financial reporting compliance with local, State, and CONTRACTOR policies.

~~19.5.4.3~~ Direct fiscal operations relating to financial planning, funds management, accounting, reporting and disbursement.

~~19.5.4.4~~ Assist in preparing and maintaining the budget for this Agreement.

~~19.5.4.5~~ Develop reporting mechanisms to track expenditures and obligations.

~~19.5.4.6~~ Analyze CONTRACTOR's financial information as it relates to project revenue and balance sheets.

~~19.5.4.7~~ Review project expenditures to ensure compliance with applicable regulations and program requirements.

~~19.5.4.8~~ Forecast expenditures used in planning project wide operations and program specific activities.

14.2.11.1 Responsible for managing a caseload of PARTICIPANTS and

providing supportive services that meet the individual needs and addresses the barriers associated with each PARTICIPANT on their caseload.

14.2.11.2 Create, update, and maintain PARTICIPANT file.

~~19.5.4.9~~14.2.11.3 ~~Communicate with ADMINISTRATOR regarding budgets, billing, and financial related matters~~COUNTY via completed referral forms, emails, phone, and/or other virtual platforms.

~~19.5.4.10 — Prepare billing for ADMINISTRATOR.~~

~~19.5.4.11 — Assist during financial review of program expenditures, and prepares responses to monitoring reports.~~

~~19.5.4.12 — Train CONTRACTOR staff on changes in funding regulations, corporate policies, local operating procedures and contract policies.~~

~~14.2.11.4~~ Conduct PARTICIPANT outreach via emails, phone, other virtual platforms, mailings, or home visits.

Qualifications:

~~19.5.4.13 — Bachelor's Degree, preferably in a finance~~degree from an accredited college ~~or accounting related field.~~

~~19.5.5 — Training Manager:~~

university~~Duties:~~

~~19.5.5.1 — Responsible for the training and development~~a minimum ~~of all CONTRACTOR staff participating under this Agreement.~~

~~19.5.5.2 — Develop all training required by CONTRACTOR.~~

~~19.5.5.3 — Assist Human Resource Manager to conduct all CONTRACTOR required training such as compliance training.~~

~~19.5.5.4 — Assist Human Resource Manager with new hire orientation.~~

~~19.5.5.5 — Motivate CONTRACTOR staff and tailor learning activities to meet group and individual needs.~~

~~19.5.5.6 — Develop and implement a feedback and improvement system to ensure training meets the needs~~ two (2) years of ADMINISTRATOR.

Qualifications:

~~19.5.5.7 — Bachelor's Degree, preferably in a~~ experience in human services related ~~field or a minimum of three (3) years experience in management or supervision.~~

~~19.5.5.8 — Two (2) years CalWORKs and/or WTW experience, which may be concurrent with the requirement in Subparagraph 19.5.5.7 above.~~

~~19.5.6 — Program Manager:~~

~~;~~ Duties:

~~19.5.6.1 — Monitor and assist with the implementation of project goals and objectives.~~

~~19.5.6.2 — Observe and implement actions to meet designed plans.~~

~~19.5.6.3 — Delegate and monitor work progress, and manage CONTRACTOR staff performance.~~

~~19.5.6.4 — Ensure staff training is conducted when appropriate and implement cross training for staff development and operational strength.~~

~~19.5.6.5 — Make decisions to facilitate project accomplishments and ensure they are understood and supported by CONTRACTOR staff.~~

~~19.5.6.6 — Responsible for overseeing functional operations.~~

~~19.5.6.7 — Maintain quality and accountability in all program activities.~~

~~19.5.6.8 — Implements corrective action plans, when necessary, with the assistance of the Program Director.~~

Qualifications:

~~19.5.6.9 — Bachelor's Degree, preferably in a human services~~

~~related field, or a minimum of three (3) years experience in management or supervision.~~

~~19.5.6.10 14.2.11.5 Two (2) years CalWORKs and/or WTW experience, which may be concurrent with the requirement in Subparagraph 19.5.6.9 above.~~

~~19.5.7 — Quality Assurance Manager:~~

~~Duties:~~

~~19.5.7.1 — Manage CONTRACTOR's quality assurance program.~~

~~19.5.7.2 — Provide performance feedback and assessment.~~

~~19.5.7.3 — Assist in developing project goals and objectives.~~

~~19.5.7.4 — Responsible for communication and administration of policies and procedures and CONTRACTOR staff development.~~

~~19.5.7.5 — Ensure CONTRACTOR staff training is conducted when appropriate and implement cross training for CONTRACTOR staff development and operational strength.~~

~~19.5.7.6 — Develop and apply methods to monitor, review, and improve work quality.~~

~~19.5.7.7 — Monitor work progress and CONTRACTOR staff performance.~~

~~19.5.7.8 — Oversees County error reports to ensure program integrity.~~

~~19.5.7.9 — Implement corrective action as needed.~~

~~Qualifications:~~

~~19.5.7.10 — Bachelor's Degree, preferably in a human services related field or a minimum of three (3) years experience in management or supervision.~~

~~19.5.7.11 — Two (2) years CalWORKs and/or WTW experience, which may be concurrent with the requirement in Subparagraph 19.5.7.10 above.~~

~~19.5.8 — Subcontract Manager:~~

~~Duties:~~

~~19.5.8.1 Responsible for implementing, managing, and monitoring subcontracts for goal attainment, billing and invoice procedures.~~

~~19.5.8.2 Oversee monthly statistical reports, documentation, receipt records, and expenditure reports.~~

~~19.5.8.3 Conduct subcontractor site visits.~~

~~19.5.8.4 Implement corrective action plans as needed.~~

~~19.5.8.5 Manage customer complaint processes and reporting.~~

~~19.5.8.6 Attend community meetings and participate in community activities.~~

Qualifications:

~~19.5.8.7 Bachelor's Degree, preferably in a human services related field, or a minimum of two (2) years of experience in management or supervision.~~

~~19.5.8.8 Two (2) years CalWORKs and/or WTW experience, which may be concurrent with the requirement in Subparagraph 19.5.8.7 above.~~

~~19.5.9 Supervisors:~~

Duties:

~~19.5.9.1 Supervise CONTRACTOR staff; provide performance feedback and assessment.~~

~~19.5.9.2 Assist in developing and defining project goals and objectives.~~

~~19.5.9.3 Prioritize assignments, train and develop CONTRACTOR staff while implementing policies and procedures.~~

~~19.5.9.4 Ensure training is conducted when appropriate and implement cross training for CONTRACTOR staff development and operational strength.~~

~~19.5.9.5 Develop and apply methods to monitor, review and improve work quality.~~

~~19.5.9.6 Implement corrective action plans as needed.~~

~~19.5.9.7 — Oversee monthly statistical reports.~~

~~19.5.9.8 — Ensure program quality and integrity.~~

~~19.5.9.9 — Recruit and hire new CONTRACTOR staff.~~

Qualifications:

~~19.5.9.10 — Bachelor's Degree, preferably in a human services related field or a minimum of one (1) year experience in CalWORKs or WTW.~~

~~19.5.9.11 — Supervisory experience is preferred.~~

~~19.5.10~~14.2.11.6 ~~Business Solutions~~an Employment Consultant.

Duties:

~~19.5.10.1 — Responsible for developing relationships with employers and local businesses.~~

~~19.5.10.2 — Make direct contact with employers to establish job leads for Participants, and to learn specific employer requirements and expectations.~~

~~19.5.10.3 — Develop working relationships with employers to ensure that employers will hire and promote CalWORKs Participants.~~

~~19.5.10.4 — Use special efforts to create job opportunities for Participants with learning disabilities, English as a second language, or other barriers to employment.~~

~~19.5.10.5 — Develop a system for communicating job opportunities to Participants.~~

~~19.5.10.6 — Work cooperatively with community Business Solutions Consultants.~~

Qualifications:

~~19.5.10.7 — Bachelor's Degree, preferably in a human services related field, or one (1) years human services related experience.~~

~~19.5.10.8 — Experience working with the CalWORKs or WTW programs is required.~~

~~19.5.10.9 — Experience in job recruitment.~~

19.5.11—Talent Development Specialist:

Duties:

19.5.11.1—Facilitate job search and life skills workshops in a motivational, professional, educational, and cooperative environment to maximize employment success.

19.5.11.2—Create, update, and maintain Participant file.

19.5.11.3—Responsible for documentation, service delivery, outcomes and action plans.

19.5.11.4—Communicate with WTW Staff via completed referral forms, emails, and phone calls.

19.5.11.5—Conduct Participant outreach through phone calls, mailings, or home visits.

19.5.11.6—Responsible for ensuring the consistency of service delivery to the Participant.

19.5.11.7—Compile monthly service delivery reports.

19.5.11.8—Assist in establishing employment and educational goals and provides services which assist Participants in overcoming barriers.

19.5.11.9—Meet with community employers to develop employment opportunities.

19.5.11.10—Maintain attendance records by documenting mandatory participation hours and progress.

19.5.11.11—Facilitate educational and motivational CalWORKs orientations.

19.5.11.12—Responsible for providing support services and consultations to referred Participants.

Qualifications:

19.5.11.13—Bachelor's Degree, preferably in a human services

related field or one (1) year human services related experience.

19.5.11.14 — Experience working with the CalWORKs or WTW Programs is required.

19.5.12 — Lead Talent Development Specialist:

Duties:

19.5.12.1 — Facilitate job search and life skills workshops in a motivational, professional, educational, and cooperative environment to maximize employment success.

19.5.12.2 — Create, update, and maintain Participant file.

19.5.12.3 — Responsible for documentation, service delivery, outcomes and action plans.

19.5.12.4 — Communicate with WTW Staff via completed referral forms, emails, and phone calls.

19.5.12.5 — Conduct Participant outreach through phone calls, mailings, or home visits.

19.5.12.6 — Responsible for ensuring the consistency of service delivery to the Participant.

19.5.12.7 — Compile monthly service delivery reports.

19.5.12.8 — Assist in establishing employment and educational goals and provides services which assist Participants in overcoming barriers.

19.5.12.9 — Meet with community employers to develop employment opportunities.

19.5.12.10 — Maintain attendance records by documenting mandatory participation hours and progress.

19.5.12.11 — Facilitate educational and motivational CalWORKs orientations.

19.5.12.12 — Responsible for providing support services and

consultations to referred Participants.

~~19.5.12.13 — Ensure training is conducted when appropriate and implement cross training for CONTRACTOR staff development and operational strength.~~

~~19.5.12.14 — Ensure program quality and integrity.~~

~~19.5.12.15 — Prioritize assignments, train, and develop CONTRACTOR staff while implementing policies and procedures.~~

Qualifications:

~~19.5.12.16 — Bachelor's Degree, preferably in a human services related field or one (1) year human services related experience.~~

~~19.5.12.17~~ [14.2.11.7](#) Experience working with the CalWORKs or WTW Programs is required.

~~19.5.13 — Account Specialists:~~

[14.2.12 Quality Assurance Monitor](#)

Duties:

~~19.5.13.1 — Develop, monitor, and compile all required statistical~~
[Responsible for data entry of](#) monthly reports:

~~19.5.13.2 — Measure contract performance and present statistical reports to managers and supervisors.~~

~~19.5.13.3 — Ensure statistical reporting integrity through review and oversight.~~

~~19.5.13.4 — Prepare and compile back-up documentation for file and audit purposes.~~

~~19.5.13.5 — Prepare and/or verify invoices for accuracy and completeness.~~

~~19.5.13.6 — Assist in preparing and maintaining the budgets for this Agreement.~~

~~19.5.13.7 — Implement policies and procedures to ensure quality financial systems are in place.~~

~~19.5.13.8 — Develop reporting mechanisms to track expenditures.~~
~~19.5.13.9~~[14.2.12.1](#) ~~Forecast expenditures used in planning project wide~~
~~operations and program specific, and ensuring activities are~~
~~logged in COUNTY database.~~

~~19.5.13.10 — Communicate with Program Director and Finance~~
~~Manager regarding budgets, billing, and financial related matters.~~

~~19.5.13.11 — Prepare billing for ADMINISTRATOR.~~

~~19.5.13.12 — Assist during financial review of program~~
~~expenditures, and prepare responses to monitoring reports.~~

~~19.5.13.13 — Perform additional duties as assigned.~~

Qualifications:

~~19.5.13.14 — Bachelor's Degree, preferably in a finance or~~
~~accounting related field or a minimum of one (1) year experience in CalWORKs or WTW.~~

~~19.5.13.15 — Financial and statistical analysis background~~
~~experience is preferred.~~

~~19.5.14 — Administrative Assistants:~~

Duties:

~~19.5.14.1 — Receive incoming calls, faxes and referrals and~~
~~disseminate information to appropriate staff.~~

~~19.5.14.2 — Provide general information regarding services~~
~~provided, locations, directions, and other miscellaneous information to callers and walk-ins.~~

~~19.5.14.3 — Greet Participants and on-site visitors, monitor visitor~~
~~access, and guide visitors to the appropriate personnel or location.~~

~~19.5.14.4 — Perform clerical duties, assist with various tasks, and~~
~~record information in appropriate files.~~

~~19.5.14.5 — Provide administrative support to program supervisors.~~
[14.2.12.2 Conduct regular file audits.](#)

[14.2.12.3 Submit PARTICIPANT documentation to finance department.](#)

14.2.12.4 Verify completion of PARTICIPANT surveys.

14.2.12.5 Track Post-Aid PARTICIPANT follow-up, maintain grievance logs and ~~Qualifications~~ provide other program assistance as needed.

Qualifications

14.2.12.6 Bachelor's degree from an accredited college or university, or three (3) years of equivalent experience.

14.2.12.7 A minimum of two (2) years of experience as a Quality Assurance Monitor.

14.2.13 Program Support

Duties

14.2.13.1 Assist in the coordination of PARTICIPANTS by scheduling appointments, obtaining required program documents, and collecting program surveys.

14.2.13.2 Ensure proper documentation is collected before issuance of supportive services.

14.2.13.3 Promote job skills and training for PARTICIPANTS.

Qualifications:

14.2.13.4 High school diploma ~~and/or~~ General ~~Education~~ Equivalency Diploma (GED).

14.2.13.5 A minimum of two (2) years of experience in Program Support.

15. TRAINING

15.1 CONTRACTOR's staff shall attend SSA training, conferences, and meetings as required by SSA.

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

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

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

upon request.

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

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

16. QUALITY ASSURANCE/QUALITY CONTROL

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

16.1.1 The method for ensuring the services, deliverables, and requirements are being provided at or above the level of quality per this Contract;

16.1.2 The method for assuring that the professional staff rendering services under the Contract have the necessary qualifications;

16.1.3 Activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspections;); ~~or six (~~

16.1.4 The method of identifying and preventing deficiencies in the quality of service as defined by ADMINISTRATOR; and

16.1.5 The method for providing ADMINISTRATOR with a report which shall include findings and corrective action to resolve identified problems.

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

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ATTACHMENT BSOCIAL SERVICES AGENCY POLICY AND PROCEDURE I ~~6-months~~: INFORMATION
TECHNOLOGY SECURITY AND USAGE

I. PURPOSE

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

II. DEFINITIONS

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

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

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

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

III. POLICY

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

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

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

All SSA workforce members shall do the following:

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

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

IV. PROCEDURE

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

Prior to a workforce member gaining access to Confidential Information, provide them with the following documents to read:

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

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

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

V. ATTACHMENTS

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

ATTACHMENT C

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

I. PURPOSE

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

II. POLICY

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

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

III. DEFINITIONS

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

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

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

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

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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.

19.5.14.6 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 field or office setting agencies under IRC §6103(1)(7). FTI is received from the following Income Earnings Verification System (IEVS) Reports:

~~19.5.14.7 ADMINISTRATOR may approve modifications to minimum qualifications for any staff position set forth in this Paragraph 20 on a case-by-case basis, if modification is deemed by ADMINISTRATOR to be in the best interests of COUNTY.~~

~~20.1. HOURS OF OPERATION~~

~~21.1 CONTRACTOR shall provide service hours that are responsive to the needs of the target population in the region, as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services during business days Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. In addition, CONTRACTOR shall address the expanded work hours of operation during the evening and on weekends that may be required to provide services to Participants.~~

~~21.2 COUNTY’s holiday schedule is as follows: New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written approval from ADMINISTRATOR for any closure outside of COUNTY’s holiday schedule. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 20, and shall not be reimbursed.~~

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EXHIBIT E
 TO
 AGREEMENT
 BETWEEN
 COUNTY OF ORANGE
 AND
 ARBOR E & T, LLC
 DBA RESCARE WORKFORCE SERVICES
 FOR THE PROVISION OF
 EMPLOYMENT SERVICES

~~AGREEMENT TO COMPLY WITH THE COUNTY OF ORANGE~~ 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:

~~(WGV0915)~~ WDM0122

~~(April 28, 2016)~~ 6

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

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

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

IV. PROCEDURE

A. Detection:

1. OCSSA workforce members have the responsibility to monitor for and report any known or suspected privacy or security incidents, breaches, intrusion or unauthorized access, use, or disclosure of PII. Examples of incidents or breaches include, but are not limited to:

- a. Theft/Loss of PII or FTI.
- b. E-mail, texting or faxing PII to an unknown or unauthorized recipient
- c. Theft/Loss of unencrypted device (phones, laptops, thumb drives, etc.) containing PII.
- d. Employee accessing or searching data systems containing PII without a legitimate business need.
- e. Improper disposal of records containing PII, such as in a dumpster or recycle bins

2. OCSSA staff shall immediately report privacy and security incidents by following the process identified under Reporting and Resolution, with guidance from State and Federal documents located in the Reference and Attachment Sections.

B. Reporting and Resolution:

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

c. The Action Officer shall oversee notification of individuals affected by the breach or unauthorized use/disclosure of Medi-Cal PII when notification is required.

d. The Action Officer shall engage Human Resource Services, County Counsel, Risk Management, and/or the County Executive Office as needed to determine if internal processes, such as disciplinary action, are necessary.

e. At the conclusion of the investigation and completion of all required notifications and consultations regarding necessary internal processes, the Action Officer will send the completed PIR that includes all required documentation from the investigation to QST/COR at the SSACustodianofrecordsinbox@SSA.ocgov.com with the subject line "Final PIR [secure]."

7. The County Privacy Officer will submit the final PIR to DHCS as required.

8. QST/COR will retain the final PIR for all incident types.

V. REFERENCES

Compliance of this policy shall be in accordance with the:

· For Loss of Medi-Cal PII:

State of California Department of Health Care Services Privacy and Security Agreement
<https://www.dhcs.ca.gov/services/medi-cal/eligibility/letters/Documents/c19-16.pdf>

· For Loss of all other program PII:

State of California Department of Social Services Privacy and Security Agreement
<https://cdss.ca.gov/Portals/9/ACL/2019/19-56E.pdf?ver=2019-07-02-071938-893>

· For Loss of Federal Tax Information (FTI): State of California Health and Human Services Agency Department of Social Services (CDSS) All County Letters No. 15-56

· California SB 1386 Personal Information: Privacy

· California Civil Code 1798.29

· Children and Family Services Division (CFS Policy F-0105), Confidentiality-CFS Client Records

[California Department of Health Care Services Data Privacy Contact Information](#)

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ATTACHMENT DSOCIAL SERVICES AGENCY INFORMATION TECHNOLOGY SECURITY AND USAGE POLICY(SSA)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 33 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 E 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

INFORMATION TECHNOLOGY SECURITY AND USAGE AGREEMENT

Declaration

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

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

Print Name of User

Signature of User

Date

Supervisor of User/Human Resources (HR) Representative:

Print Name of Supervisor
or HR Representative

Signature of Supervisor
or HR Representative

Date