

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 CITY OF ANAHEIM

6 FOR THE PROVISION OF VOCATIONAL TRAINING ACTIVITIES
7

8 THIS AGREEMENT, entered into this 7th day of March 2012, which date is
9 particularized for purpose of reference only, is by and between the COUNTY OF
10 ORANGE, hereinafter referred to as "COUNTY," and CITY OF ANAHEIM, a municipal
11 corporation and a charter city, hereinafter referred to as "CONTRACTOR." This
12 Agreement shall be administered by the County of Orange Social Services Agency
13 Director or designee, hereinafter referred to as "ADMINISTRATOR."
14

15 W I T N E S S E T H:
16

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

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

21 WHEREAS, such contracts are authorized and provided for pursuant to
22 California Welfare and Institutions Code Section 11200 et seq., also known as
23 the California Work Opportunity and Responsibility to Kids (CalWORKs) Act of
24 1997:

25 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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TABLE OF CONTENTS

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

EXHIBIT A

| | | |
|-----|---|----|
| 1. | PROGRAM GOALS AND OBJECTIVES | 1 |
| 2. | POPULATION TO BE SERVED | 2 |
| 3. | SERVICES | 2 |
| 4. | CONTRACTOR RESPONSIBILITIES | 3 |
| 5. | PRINCIPLES | 5 |
| 6. | OUTSIDE CONTACTS: | 5 |
| 7. | FACILITIES | 6 |
| 8. | REPORTING REQUIREMENTS | 6 |
| 9. | PERFORMANCE MONITORING AND REVIEW | 7 |
| 10. | QUALITY CONTROL | 8 |
| 11. | WELFARE FRAUD | 9 |
| 12. | HANDLING COMPLAINTS | 9 |
| 13. | HOURS OF OPERATION | 10 |
| 14. | BUDGET FOR PROVISION OF VTR | 10 |
| 15. | STAFF | 12 |

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1 1. TERM

2 The term of this Agreement shall commence on March 7, 2012, and
3 terminate on June 30, 2013, unless earlier terminated pursuant to the
4 provisions of Paragraph 43 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to, obligations with respect to indemnification,
7 audits, reporting, and accounting. CONTRACTOR and ADMINISTRATOR may mutually
8 agree in writing to extend the term of this Agreement, for up to twelve (12)
9 additional months upon the same terms and conditions, provided that COUNTY's
10 total maximum obligation as stated in Subparagraph 19.1 of this Agreement does
11 not increase as a result.

12 2. ALTERATION OF TERMS

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

20 3. DEFINITIONS

21 3.1 Anaheim Case Manager (ANA CM): An employee of the Anaheim
22 Workforce Development Division, a division of the City of Anaheim, assigned to
23 work with the participant and Welfare-To-Work (WTW) staff throughout the
24 Vocational Training (VTR) activities.

25 3.2 Anaheim Workforce Investment Board (ANA WIB): Established under
26 the Federal Workforce Investment Act (WIA) of 1998, ANA WIB provides oversight
27 of workforce investment activities that increase the employment, retention,
28 and earnings of participants, and increase attainment of occupational skills

1 by participants. Workforce investment activities authorized by WIA are
2 provided at the local level via the One-Stop Centers as defined in
3 Subparagraph 3.7 below, to individuals in need of those services, including
4 job seekers, dislocated workers, youth, incumbent workers, new entrants to the
5 workforce, veterans, persons with disabilities and employers.

6 3.3 Assessment: An evaluation of employability and the need for
7 support services considering work history, employment knowledge, skills, and
8 abilities; education and educational competency level; local labor market
9 conditions; and physical limitations or behavioral conditions. The types of
10 assessments utilized are Employment Readiness Assessment and Learning
11 Disability Evaluation, and are provided through a separate contracted service
12 provider.

13 3.4 Barriers to Employment: Circumstances which interfere with WTW
14 participation, employment, or job search.

15 3.5 CalWORKs: The acronym for the California Work Opportunity and
16 Responsibility to Kids Act of 1997, as described in the state of California
17 Welfare and Institutions Code (WIC) Section 11200 et seq.

18 3.6 Multi-Disciplinary Team (MDT): A team of individuals with diverse
19 expertise that meets to review case and family elements to optimize the WTW
20 activities. MDT members may consist of staff from the following areas:
21 Social Services Agency (SSA) CalWORKs; Facilitator; Domestic Abuse Services;
22 Behavior Health Services; Public Health Nurse; One-Stop Centers; SSA Children
23 and Families Services Senior Social Worker; educational providers; Job
24 Services and Employment Support; Vocational Assessment; WTW activity providers
25 who could benefit from, or contribute to, the discussion; and all other
26 relevant individuals.

27 3.7 One-Stop Centers: Employment-based facilities integrating
28 multiple state and local resources into single workforce centers, which

1 provide comprehensive career services and labor market information to
2 participants seeking jobs under various Federal and State funded programs.
3 The centers are established statewide under S.B. 1417 (Chapter 819, Statutes
4 of 1994), to implement a collaborative system of employment, training and
5 education programs and services, in support of California's economic
6 development.

7 3.8 One-Stop Partner: One of the entities responsible for conducting
8 the day-to-day activities associated with the delivery of workforce
9 development services to employers and job seekers, including daily management,
10 supervision, and coordination of staff physically co-located at the One-Stop
11 Center.

12 3.9 Participant: Recipients of CalWORKs financial assistance benefits
13 who are required to participate, or have voluntarily enrolled, in the WTW
14 program pursuant to State regulations.

15 3.10 Placement: An event that occurs when an employer hires a CalWORKs
16 WTW participant in an unsubsidized or subsidized employment position.

17 3.11 Supportive Services: Payments made by ADMINISTRATOR provided to
18 or on behalf of WTW participants for child care, transportation, and/or
19 ancillary expenses.

20 3.12 Welfare-To-Work (WTW): A mandated program under CalWORKs which
21 requires parents or caretakers in families on CalWORKs assistance, unless
22 exempted, to meet work requirements by participating in WTW activities with a
23 goal of unsubsidized employment leading to self-sufficiency.

24 3.13 WTW Staff: An SSA employee, or contracted case management staff,
25 either an Initial Services Worker (ISW) or WTW Case Manager (WTW CM), who is
26 assigned to each WTW participant to supervise the progression of the
27 participant through the WTW program and has primary responsibility to resolve
28 the participant's supportive services needs.

1 3.14 Welfare-To-Work Plan: A plan developed by WTW staff and the
2 participant specifying work related activities in which the participant shall
3 engage and the supportive services to be provided to the participant.

4 4. STATUS OF CONTRACTOR

5 CONTRACTOR is and shall at all times be deemed to be an independent
6 contractor and shall be wholly responsible for the manner in which it performs
7 the services required of it by the terms of this Agreement. Nothing herein
8 contained shall be construed as creating the relationship of employer and
9 employee, or principal and agent, between COUNTY and CONTRACTOR or any of
10 CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the
11 responsibility for the acts of its employees or agents as they relate to
12 services to be provided during the course and scope of their employment.

13 CONTRACTOR, its agents, employees and volunteers shall not be entitled
14 to any rights and/or privileges of COUNTY employees, and shall not be
15 considered in any manner to be COUNTY employees.

16 5. DESCRIPTION OF SERVICES, STAFFING

17 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
18 and supplies as described in the Exhibit "A" to the Agreement between County
19 of Orange and City of Anaheim for the Provision of Vocational Training
20 Activities, attached hereto and incorporated herein by reference. CONTRACTOR
21 shall operate continuously throughout the term of this Agreement with the
22 number and type of staff described and as required for provision of services
23 hereunder pursuant to the personnel disclosure provisions of this Agreement.

24 5.2 Subject to thirty (30) days written notice, ADMINISTRATOR may, in
25 his or her sole discretion, require changes in staffing allocations to reflect
26 current workload demands or service needs as long as COUNTY's maximum
27 obligation as set forth in this Agreement is not exceeded and provided that
28 such requested changes in staffing do not adversely impact, in CONTRACTOR's

1 estimation, its ability to perform services hereunder.

2 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
3 appropriate staff to attend an orientation session and subsequent training
4 sessions given by COUNTY.

5 6. LICENSES AND STANDARDS

6 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
7 required by the laws of the United States, State of California, County of
8 Orange and all other appropriate governmental agencies for the performance of
9 the services required of it by the terms of this Agreement, and agrees to
10 maintain these licenses and permits in effect for the duration of this
11 Agreement. Further, CONTRACTOR warrants that its employees shall conduct
12 themselves in compliance with such laws and licensure requirements including,
13 without limitation, compliance with laws applicable to sexual harassment and
14 ethical behavior.

15 6.2 In the performance of this Agreement, CONTRACTOR shall comply,
16 unless waived in whole or in part by ADMINISTRATOR, with all applicable
17 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
18 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
19 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
20 applicable laws and regulations of the United States, State of California,
21 County of Orange Social Services Agency and all administrative regulations,
22 rules and policies adopted thereunder as each and all may now exist or be
23 hereafter amended.

24 6.2.1 For federally funded agreements in the amount of \$25,000
25 or more, CONTRACTOR certifies that said Agency's officers and/or principals
26 are not debarred or suspended from federal financial assistance programs
27 and/or activities.

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1 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

2 7.1 Delegation and Assignment:

3 CONTRACTOR shall neither delegate its duties or obligations nor
4 assign its rights with respect to this Agreement, either in whole or in part.
5 Any such attempted delegation or assignment shall be void. The transfer of
6 assets in excess of ten (10) percent of the total assets of CONTRACTOR, or any
7 change in the corporate structure, the governing body, or the management of
8 CONTRACTOR, which occurs as a result of such transfer, shall be deemed an
9 assignment of benefits under the terms of this Agreement and shall be void.

10 7.2 Subcontracts:

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

18 7.2.1 Subcontracts of \$25,000 or less:

19 CONTRACTOR shall develop a standard form Purchase Order,
20 subject to prior written approval of ADMINISTRATOR, to be utilized for the
21 purchase of services by CONTRACTOR when the cumulative total cost of the
22 services to be provided by any organization is anticipated to be twenty-five
23 thousand dollars (\$25,000) or less during the term of this Agreement. The
24 basis for costs incurred by any such Purchase Order(s) shall be the actual
25 cost of providing services or the usual and customary charges established by
26 the organization(s) providing the services.

27 7.2.2 Subcontracts in excess of \$25,000:

28 CONTRACTOR shall develop and submit for approval to

ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed twenty-five thousand dollars (\$25,000) during the term of this Agreement. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of twenty-five thousand dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed twenty-five thousand dollars (\$25,000) during the term of this Agreement.

CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years from the date of final payment under this Agreement, or until any pending audit is completed, whichever is later.

8. REAL PROPERTY DISCLOSURE

8.1 Real Property Disclosure:

If CONTRACTOR is occupying any real property under any agreement,

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

5 8.1.1 The location by street address and city of any such real
6 property.

7 8.1.2 A detailed description of all existing and pending
8 agreements, with respect to the use or occupation of any such real property.
9 Such description shall include, but not be limited to:

10 8.1.2.1 The term duration of any rental, lease or
11 license agreement;

12 8.1.2.2 The amount of monetary consideration to be paid
13 to the lessor or licensor over the term of the rental, lease or license
14 agreement;

15 8.1.2.3 The type and dollar value of any other
16 consideration to be paid to the lessor or licensor;

17 8.1.3 If, during the term of this Agreement, there is a change
18 in the agreement(s) with respect to real property where persons receive
19 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
20 describing such changes.

21 9. NON-DISCRIMINATION

22 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
23 shall not engage nor employ any unlawful discriminatory practices in the
24 admission of clients, provision of services or benefits, assignment of
25 accommodations, treatment, evaluation, employment of personnel or in any other
26 respect on the basis of sex, race, color, ethnicity, national origin,
27 ancestry, religion, age, marital status, medical condition, sexual
28 orientation, sexual preference, physical or mental disability or any other

1 protected group in accordance with the requirements of all applicable Federal
2 or State laws.

3 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
4 meets the lawful and applicable requirements of the U.S. Department of Health
5 and Human Services.

6 9.3 CONTRACTOR shall furnish any and all information requested by
7 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
8 books, records and accounts in order to ascertain CONTRACTOR's compliance with
9 Paragraph 9 et seq.

10 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
11 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
12 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

13 9.5 Non-Discrimination in Employment

14 9.5.1 All solicitations or advertisements for employees placed
15 by or on behalf of CONTRACTOR shall state that all qualified applicants will
16 receive consideration for employment without regard to sex, race, color,
17 ethnicity, national origin, ancestry, religion, age, marital status, medical
18 condition, sexual orientation, sexual preference, physical or mental
19 disability or any other protected group in accordance with the requirements of
20 all applicable Federal or State laws. Notices describing the provisions of
21 the equal opportunity clause shall be posted in a conspicuous place for
22 employees and job applicants.

23 9.5.2 CONTRACTOR shall refer any and all employees desirous of
24 filing a formal discrimination complaint to:

25 California Department of Social Services
26 Public Inquiry and Response Bureau
27 P.O. Box 944243, M.S. 8-3-23
28 Sacramento, CA 94244-2430

Telephone: (800) 952-5253

(800) 952-8349 (For the hard of hearing)

9.6 Non-Discrimination in Service Delivery

9.6.1 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 Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action and Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 9.6 et seq.

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

9.6.2.1 Pamphlet: "Your Rights Under California Welfare
Programs" (PUB 13)

9.6.2.2 Discrimination Complaint Form

9.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8880

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

10. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
888 N. Main Street
Santa Ana, CA 92701

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1 CONTRACTOR: City of Anaheim
2 Workforce Development Division
3 290 South Anaheim Blvd., Suite 102
4 Anaheim, CA 92805

5 All notices shall be deemed effective when in writing and deposited in
6 the United States mail, first class, postage prepaid and addressed as above.
7 Any notices, claims, correspondence, reports and/or statements authorized or
8 required by this Agreement addressed in any other fashion shall be deemed not
9 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change
10 the addresses to which notices are sent.

11 11. NOTICE OF DELAYS

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

17 12. INDEMNIFICATION AND INSURANCE

18 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
19 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
20 State, COUNTY, and their elected and appointed officials, officers, employees,
21 and agents ("COUNTY INDEMNITEES") harmless from any claims, demands or
22 liability of any kind or nature, including but not limited to personal injury
23 or property damage, arising from or related to the services, products or other
24 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
25 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
26 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
27 CONTRACTOR and COUNTY agree that liability will be apportioned as determined
28 by the court. Neither party shall request a jury apportionment.

12.2 COUNTY agrees to indemnify, and hold CONTRACTOR, its officers,

1 employees, and agents harmless from any claims, demands or liability of any
2 kind or nature, including but not limited to personal injury or property
3 damage, arising from or related to the services, products or other performance
4 provided by COUNTY pursuant to this AGREEMENT. If judgment is entered against
5 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
6 concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that
7 liability will be apportioned as determined by the court. Neither party shall
8 request a jury apportionment.

9 12.3 CONTRACTOR certifies it is self-insured against the perils of
10 bodily injury/property damage, automobile liability, professional liability,
11 workers' compensation, and sexual harassment. Should there be any material
12 change in the provisions of the self-insurance program, CONTRACTOR shall
13 provide thirty (30) days prior written notice to COUNTY.

14 12.4 Neither termination of this Agreement nor completion of the acts
15 to be performed under this Agreement shall release any party from its
16 obligation to indemnify as to claims or cause of action asserted.

17 12.5 Without limiting CONTRACTOR's liability for indemnification,
18 CONTRACTOR attests that it is self-insured and shall maintain in force at all
19 times during the term of this Agreement self-insurance covering its operations
20 in the amounts acceptable to COUNTY.

21 12.6 If CONTRACTOR fails to maintain proof of insurance acceptable to
22 the COUNTY for the full term of this Agreement. COUNTY may terminate this
23 Agreement.

24 12.7 Upon request, letter of self-insurance evidencing the required
25 insurance coverage shall be mailed to the County of Orange/SSA Contract
26 Services, Attn: Contract Administrator.

27 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

28 CONTRACTOR shall report to COUNTY:

1 13.1 Any accident or incident relating to services performed under this
2 Agreement which involves injury or property damage which may result in the
3 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
4 shall be made in writing within twenty-four (24) hours of occurrence.

5 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
6 from or related to services performed by CONTRACTOR under this Agreement.
7 Such report shall be submitted to COUNTY within twenty-four (24) hour of
8 occurrence.

9 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
10 property. Such report shall be submitted to COUNTY within twenty-four (24)
11 hours of occurrence.

12 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
13 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
14 under the term of this Agreement. Such report shall be submitted to COUNTY
15 within twenty-four (24) hour of occurrence.

16 14. CONFLICT OF INTEREST

17 CONTRACTOR shall exercise reasonable care and diligence to prevent any
18 actions or conditions that could result in a conflict with the best interests
19 of COUNTY. This obligation shall apply to CONTRACTOR's employees, agents,
20 relatives, subcontractors, and third parties associated with accomplishing the
21 work hereunder.

22 CONTRACTOR's efforts shall include, but not be limited to, establishing
23 precautions to prevent its employees or agents from making, receiving,
24 providing, or offering gifts, entertainment, payments, loans, or other
25 considerations which could be deemed to appear to influence individuals to act
26 contrary to the best interests of COUNTY.

27 15. ANTI-PROSELYTISM PROVISION

28 No funds provided directly to institutions or organizations to provide

1 services and administer programs under Title 42 United States Code (USC)
2 Section 604(a)(1)(A) shall be expended for sectarian worship, instruction, or
3 proselytization, except as otherwise permitted by law.

4 16. SUPPLANTING GOVERNMENT FUNDS

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

14 17. EQUIPMENT

15 17.1 All items purchased with funds provided under this Agreement or
16 which are furnished to CONTRACTOR by COUNTY which have a single unit cost of
17 at least five thousand dollars (\$5,000.00), including sales tax, shall be
18 considered Capital Equipment. Title to all items of Capital Equipment
19 purchased vests and will remain in COUNTY as such shall be designated by
20 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
21 performance of this Agreement. Upon the termination of this Agreement,
22 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
23 or its representatives, or dispose of them in accordance with the directions
24 of ADMINISTRATOR.

25 CONTRACTOR further agrees to the following:

26 17.1.1 To maintain all items of Capital Equipment in good working
27 order and condition, normal wear and tear excepted.

28 17.1.2 To label all items of Capital Equipment, do periodic

1 inventories as required by ADMINISTRATOR and to maintain an inventory list
2 showing where and how the Capital Equipment is being used, in accordance with
3 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
4 ADMINISTRATOR within ten (10) days of any request therefore.

5 17.1.3 To report in writing to ADMINISTRATOR immediately after
6 discovery, the loss or theft of any items of Capital Equipment. For stolen
7 items, the local law enforcement agency must be contacted and a copy of the
8 police report submitted to ADMINISTRATOR.

9 17.1.4 To purchase a policy or policies of insurance covering
10 loss or damage to any and all Capital Equipment purchased under this
11 Agreement, in the amount of the full replacement value thereof, providing
12 protection against the classification of fire, extended coverage, vandalism,
13 malicious mischief and special extended perils (all risks) covering the
14 parties' interests as they appear.

15 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
16 requested in writing, shall require the prior written approval of
17 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
18 appropriate and directly related to CONTRACTOR's service or activity under the
19 terms of the Agreement. COUNTY may refuse reimbursement for any costs
20 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
21 if prior written approval has not been obtained from ADMINISTRATOR.

22 17.3 No personal computers or any component thereof may be purchased
23 with funds provided under this Agreement.

24 18. BREACH SANCTIONS

25 Failure by CONTRACTOR to comply with any of the provisions, covenants,
26 or conditions of this Agreement shall be a material breach of this Agreement.
27 In such event ADMINISTRATOR may, in its sole discretion, and in addition to
28 immediate termination and any other remedies available at law, in equity, or

otherwise specified in this Agreement:

18.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established at the sole discretion of ADMINISTRATOR; and/or

18.2 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

18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

19. PAYMENTS

19.1 Maximum Contractual Obligation:

The total maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$800,000; the amount of \$200,000 for March 7, 2012 through June 30, 2012 and the amount of \$600,000 for July 1, 2012 through June 30, 2013, or actual allowable costs, whichever is less.

19.2 Allowable Costs:

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in OMB Circular A-87 or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2012 and June 2013, during the month of such anticipated expenditure.

19.3 Claims:

19.3.1 CONTRACTOR shall submit monthly reimbursement claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of

1 the month for expenses incurred in the preceding month. In the event the
2 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
3 shall submit the claim the next business day. COUNTY holidays include New
4 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
5 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,
6 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

7 19.3.2 All reimbursement claims must be submitted on a form
8 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
9 supporting source documents with the monthly claim, including, inter alia, a
10 monthly statement of services, general ledgers, supporting journals, time
11 sheets, invoices, canceled checks, receipts, and receiving records, some of
12 which may be required to be copied. Source documents that CONTRACTOR must
13 submit shall be determined by ADMINISTRATOR and/or the COUNTY's Auditor-
14 Controller. CONTRACTOR shall retain all financial records in accordance with
15 Paragraph 26 (Records, Inspections, and Audits) of this Agreement.

16 19.3.3 Payments should be released by COUNTY within a reasonable
17 time period of approximately thirty (30) days after receipt of a correctly
18 completed claim form and required supporting documentation.

19 19.4 Year End and Final Claims:

20 19.4.1 Final claims for the term of March 7, 2012 through June
21 30, 2012, must be received no later than August 30, 2012 at 5:00 p.m.

22 19.4.2 Final claims for the term of July 1, 2012 through June 30,
23 2013, must be received no later than August 30, 2013 at 5:00 p.m.

24 19.4.3 Claims received after the dates specified in Subparagraphs
25 19.4.1 to 19.4.2 may not be reimbursed. ADMINISTRATOR may, in its sole
26 discretion, modify the date upon which the final claim per term must be
27 received, upon written notice to CONTRACTOR.

28 19.4.4 The basis for final settlement shall be the actual

allowable costs as defined in Title 45 CFR and OMB Circular A-87, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

19.5 Seventy-Five Percent Expenditure Notification:

19.5.1 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.

20. OVERPAYMENTS

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

1 21. OUTSTANDING DEBT

2 CONTRACTOR shall have no outstanding debt with ADMINISTRATOR, or shall
3 be in the process of resolving outstanding debt to ADMINISTRATOR's
4 satisfaction, prior to entering into and during the term of this Agreement.

5 22. REVENUE

6 Whenever CONTRACTOR receives any money specifically designated for use
7 in programs funded through this Agreement, such monies shall be considered to
8 be a cost off-set and treated as a reduction against the amount claimed by
9 CONTRACTOR, except for Program Income as defined in Title 45 CFR Section
10 92.25, as that section currently exists or may be hereafter amended. The
11 procedure for designating money as Program Income is set forth in Paragraph 23
12 of this Agreement.

13 23. PROGRAM INCOME

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

19 23.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed
20 Program Income;

21 23.2 Set up and maintain a separate bank account for any proposed
22 Program Income and account for any and all such income received; and

23 23.3 Report to ADMINISTRATOR any and all Program Income received no
24 later than thirty (30) days from the date of receipt, record the amount
25 received on internal financial records, and indicate the amount received on
26 the monthly claim submitted to ADMINISTRATOR.

27 23.4 ADMINISTRATOR will then forward the plan for the requested use of
28 the proposed Program Income to the appropriate State and/or Federal agencies

1 for approval.

2 23.5 CONTRACTOR shall not spend any of the proposed Program Income
3 unless or until such time as ADMINISTRATOR obtains authorization for the use
4 of the Program Income from the responsible State and/or Federal agency and
5 provides CONTRACTOR with prior written approval for the use of the funds.

6 23.6 ADMINISTRATOR may, in its sole discretion, issue future policy
7 statements and/or instructions with respect to Program Income. CONTRACTOR
8 shall immediately comply with such policy statements and/or instructions.

9 24. FINAL REPORT

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

15 25. INDEPENDENT AUDIT

16 25.1 CONTRACTOR shall file with ADMINISTRATOR a copy of CONTRACTOR's
17 certified annual organization-wide audit during the term of this Agreement in
18 compliance with the OMB Circular A-133, Audits of States, Local Governments
19 and Non-Profit Organizations. The audit must be performed in accordance with
20 generally accepted government auditing standards and OMB Circular A-87.

21 25.2 It is mutually understood that CONTRACTOR's organization-wide
22 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR
23 agrees to provide ADMINISTRATOR with a copy of its organization-wide audit for
24 the period July 1, 2011, through June 30, 2012, by March 31, 2013. CONTRACTOR
25 further agrees to provide ADMINISTRATOR with copies of its organization-wide
26 audit for the period July 1, 2012, through June 30, 2013, by March 31, 2014.
27 Failure to provide a copy of the organization-wide audits, for the period
28 March 7, 2012, through June 30, 2013, shall be sufficient cause for

ADMINISTRATOR, in its sole discretion, to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audits are provided to ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify the date upon which the organization-wide audits must be received, upon notice to CONTRACTOR.

26. RECORDS, INSPECTIONS AND AUDITS

26.1 Financial Records:

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

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

26.2 Participant Records:

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

26.2.2 All participant records related to services provided under the terms of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to participant

1 records to COUNTY in accordance with Subparagraph 43.1.

2 26.2.3 COUNTY may refuse payment for a claim if participant
3 records are determined by COUNTY to be incomplete or inaccurate. In the event
4 participant records are determined to be incomplete or inaccurate after
5 payment has been made, COUNTY may treat such payment as an overpayment within
6 the provisions of this Agreement.

7 26.3 Public Records:

8 With the exception of participant records or other records
9 referenced in Paragraph 31, entitled Confidentiality, all records, including
10 but not limited to, reports, audits, notices, claims, statements and
11 correspondence, required by this Agreement may be subject to public
12 disclosure. COUNTY will not be liable for any such disclosure.

13 26.4 Inspections and Audits:

14 26.4.1 The U.S. Department of Health and Human Services,
15 Comptroller General of the United States, Director of CDSS, State Auditor-
16 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
17 Department, or any of their authorized representatives, shall have access to
18 any books, documents, papers and records, including medical records, of
19 CONTRACTOR which any of them may determine to be pertinent to this Agreement
20 for the purpose of financial monitoring. Further, all the above mentioned
21 persons have the right at all reasonable times to inspect or otherwise
22 evaluate the work performed or being performed under this Agreement and the
23 premises in which it is being performed.

24 26.4.2 CONTRACTOR shall make available its books and financial
25 records within the borders of Orange County within ten (10) days after receipt
26 of written demand by ADMINISTRATOR.

27 26.4.3 In the event CONTRACTOR does not make available its books
28 and financial records within the borders of Orange County, CONTRACTOR agrees

1 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
2 designee, necessary to obtain CONTRACTOR's books and financial records.

3 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
4 liability to the State or Federal government or any agency thereof resulting
5 from any disallowances or other audit exceptions to the extent that such
6 liability is attributable to CONTRACTOR's failure to perform under this
7 Agreement.

8 26.5 Evaluation Studies:

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

12 27. PERSONNEL DISCLOSURE

13 27.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
14 all personnel providing services hereunder. COUNTY acknowledges and
15 understands that the privacy rights of CONTRACTOR's employees and volunteers
16 are protected in the California Public Record Act (Government Code §§ 6250 *et*
17 *seq.*). Specifically, despite the strong public policy in favor of full
18 disclosure of public records, Government Code § 6254 provides a key exception:
19 nothing in the statute shall be construed to require disclosure of records
20 that are "personnel, medical or similar files, the disclosure of which would
21 constitute an unwarranted invasion of personal privacy."

22 27.2 Changes to the list will be immediately provided to ADMINISTRATOR
23 in writing. The list shall include:

24 27.2.1 Names of all full or part-time personnel by title,
25 including volunteer personnel, whose direct services are required to provide
26 the programs described herein;

27 27.2.2 A brief description of the functions of each position and
28 the hours each person works each week; or for part-time personnel, each day or

1 month, as appropriate;

2 27.2.3 The professional degree, if applicable, and experience
3 required for each position; and

4 27.2.4 The language skill, if applicable, for all personnel.

5 27.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
6 the COUNTY, criminal record background checks on all employees and/or
7 volunteers who will provide services under this Agreement.

8 27.4 CONTRACTOR warrants that all persons employed or otherwise
9 assigned by CONTRACTOR to provide services under this Agreement have
10 satisfactory past work records and/or reference checks indicating their
11 ability to perform the required duties and accept the kind of responsibility
12 anticipated under this Agreement.

13 28. EMPLOYMENT ELIGIBILITY VERIFICATION

14 As applicable, CONTRACTOR warrants that it fully complies with all
15 Federal and State statutes and regulations regarding the employment of aliens
16 and others and that all its employees performing work under this Agreement
17 meet the citizenship or alien status requirement set forth in Federal statutes
18 and regulations. CONTRACTOR shall obtain, from all employees performing work
19 hereunder, all verification and other documentation of employment eligibility
20 status required by Federal or State statutes and regulations including, but
21 not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324
22 et seq., as they currently exist and as they may be hereafter
23 amended. CONTRACTOR shall retain all such documentation for all covered
24 employees for the period prescribed by the law. CONTRACTOR shall indemnify,
25 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
26 its agents, officers, and employees from employer sanctions and any other
27 liability which may be assessed against CONTRACTOR or COUNTY or both in
28 connection with any alleged violation of any Federal or State statutes or

1 regulations pertaining to the eligibility for employment of any persons
2 performing work under this Agreement.

3 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

4 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
5 ensure that all employees, volunteers, consultants, or agents performing
6 services under this Agreement report child abuse or neglect to one of the
7 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
8 abuse as defined in Section 15610.07 of the WIC to one of the agencies
9 specified in WIC Section 15630. CONTRACTOR shall require such employee,
10 volunteer, consultant or agent to sign a statement acknowledging the child
11 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
12 Penal Code and the dependent adult and elder abuse reporting requirements as
13 set forth in Section 15630 of the WIC and will comply with the provisions of
14 these code sections as they now exist or as they may hereafter be amended.

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

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

21 31. CONFIDENTIALITY

22 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
23 pursuant to WIC Sections 10850-10853, the CDSS MPP, Division 19-000, the
24 California Public Record Act (Government Code §§ 6250 *et seq.*), and all other
25 provisions of law, and regulations promulgated thereunder relating to privacy
26 and confidentiality, as each may now exist or be hereafter amended.

27 31.2 All records and information concerning any and all persons
28 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and

1 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
2 volunteers. CONTRACTOR shall require all of its employees, agents,
3 subcontractors and volunteer staff who may provide services for CONTRACTOR
4 under this Agreement to sign an agreement with CONTRACTOR before commencing
5 the provision of any such services, to maintain the confidentiality of any and
6 all materials and information with which they may come into contact, or the
7 identities or any identifying characteristics or information with respect to
8 any and all participants referred to CONTRACTOR by COUNTY, except as may be
9 required to provide services under this Agreement or to those specified in
10 this Agreement as having the capacity to audit CONTRACTOR, and as to the
11 latter, only during such audit. CONTRACTOR shall comply with any audits
12 specified in Paragraph 26, provide reports and any other information required
13 by COUNTY in the administration of this Agreement, and as otherwise permitted
14 by law.

15 31.3 CONTRACTOR shall inform all of its employees, agents,
16 subcontractors, volunteers and partners of this provision and that any person
17 knowingly and intentionally violating the provisions of said State law may be
18 guilty of a crime.

19 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
20 be subject to the confidentiality requirements of this Agreement.

21 32. COPYRIGHT ACCESS

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

26 33. WAIVER

27 No delay or omission by either party hereto to exercise any right or
28 power accruing upon any noncompliance or default by the other party with

1 respect to any of the terms of this Agreement shall impair any such right or
2 power or be construed to be a waiver thereof. A waiver by either of the
3 parties hereto of any of the covenants, conditions, or agreements to be
4 performed by the other shall not be construed to be a waiver of any succeeding
5 breach thereof or of any other covenant, condition or agreement herein
6 contained.

7 34. PETTY CASH

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

10 35. PUBLICITY

11 35.1 Information and solicitations, prepared and released by
12 CONTRACTOR, concerning the services provided under this Agreement shall state
13 that the program, wholly or in part, is funded through COUNTY, State and
14 Federal government funds.

15 35.2 CONTRACTOR shall not disclose any details in connection with this
16 Agreement to any person or entity except as may be otherwise provided
17 hereunder or required by law. However, in recognizing CONTRACTOR's need to
18 identify its services and related clients to sustain itself, COUNTY shall not
19 inhibit CONTRACTOR from publishing its role under this Agreement within the
20 following conditions:

21 35.2.1 CONTRACTOR shall develop all publicity material in a
22 professional manner; and

23 35.2.2 During the term of this Agreement, CONTRACTOR shall not,
24 and shall not authorize another to, publish or disseminate any commercial
25 advertisements, press releases, feature articles, or other materials using the
26 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
27 unreasonably withhold written consent.

28 ///

1 36. COUNTY RESPONSIBILITIES

2 ADMINISTRATOR will provide consultation and technical assistance, and
3 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

4 37. REFERRALS

5 37.1 CONTRACTOR shall provide services to individuals referred by
6 ADMINISTRATOR.

7 38. REPORTS

8 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR
9 to complete any State-required reports related to the services provided under
10 this Agreement.

11 CONTRACTOR shall maintain records and submit reports containing such
12 data and information regarding the performance of CONTRACTOR's services, costs
13 or other data relating to this Agreement, as may be requested by
14 ADMINISTRATOR, upon a form approved by ADMINISTRATOR.

15 39. ENERGY EFFICIENCY STANDARDS

16 As applicable, CONTRACTOR shall comply with the mandatory standards and
17 policies relating to energy efficiency in the State Energy Conservation Plan
18 (Title 24, CCR).

19 40. ENVIRONMENTAL PROTECTION STANDARDS

20 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
21 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33
22 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,
23 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any
24 may now exist or be hereafter amended. Under these laws and regulations,
25 CONTRACTOR assures that:

26 40.1 No facility to be utilized in the performance of the proposed
27 grant has been listed on the EPA List of Violating Facilities;

28 40.2 It will notify COUNTY prior to award of the receipt of any

1 communication from the Director, Office of Federal Activities, U.S. EPA,
2 indicating that a facility to be utilized for the grant is under consideration
3 to be listed on the EPA List of Violating Facilities; and

4 40.3 It will notify COUNTY and the EPA about any known violation of the
5 above laws and regulations.

6 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
7 CERTAIN FEDERAL TRANSACTIONS

8 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
9 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those
10 provisions set down by the OMB and published in the Federal Register dated
11 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
12 regulations, it is mutually understood that any contract which utilizes
13 Federal monies in excess of \$100,000 must contain and CONTRACTOR must comply
14 with the following provisions:

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

19 B. The offeror, by signing its offer, hereby certifies to the
20 best of his or her knowledge and belief as of December 23, 1989, that

21 1) No Federal appropriated funds have been paid or will
22 be paid to any person for influencing or attempting to influence an officer or
23 employee of any agency, a Member of Congress, an officer or employee of
24 Congress, or an employee of a Member of Congress on his or her behalf in
25 connection with the awarding of any Federal contract, the making of any
26 Federal grant, the making of any Federal loan, the entering into of any
27 cooperative agreement, and the extension, continuation, renewal, amendment or
28 modification of any Federal contract, grant, loan or cooperative agreement;

1 2) If any funds other than Federal appropriated funds
2 (including profit or fee received under a covered Federal transaction) have
3 been paid, or will be paid, to any person for influencing or attempting to
4 influence an officer or employee of any agency, a Member of Congress, an
5 officer or employee of Congress, or an employee of a Member of Congress on his
6 or her behalf in connection with this solicitation, the offeror shall complete
7 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
8 Activities, to the Contracting Officer; and

9 3) He or she will include the language of this
10 certification in all subcontract awards at any tier and require that all
11 recipients of subcontract awards in excess of \$100,000 shall certify and
12 disclose accordingly.

13 C. Submission of this certification and disclosure is a
14 prerequisite for making or entering into this Agreement imposed by Section
15 1352, Title 31, USC. Any person who makes an expenditure prohibited under
16 this provision or who fails to file or amend the disclosure form to be filed
17 or amended by this provision, shall be subject to a civil penalty of not less
18 than \$10,000, and not more than \$100,000, for each such failure.

19 42. POLITICAL ACTIVITY

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

23 43. TERMINATION PROVISIONS

24 43.1 ADMINISTRATOR may terminate this Agreement without penalty
25 immediately with cause or after thirty (30) days written notice without cause,
26 unless otherwise specified. Notice shall be deemed served on the date of
27 mailing. Cause shall be defined as any breach of contract, any
28 misrepresentation or fraud on the part of CONTRACTOR. Exercise by

ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

43.2 Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, and pertinent documents.

43.3 The obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR will be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

43.4 If any provision of this Agreement or the application thereof is held invalid, the remainder of this Agreement shall not be affected thereby.

44. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

1 45. SIGNATURE IN COUNTERPARTS

2 The parties agree that separate copies of this Agreement may be signed
3 by each of the parties and this Agreement will have the same force and effect
4 as if the original had been signed by all the parties.

5 ///

6 *Remainder of page intentionally left blank;*

7 *signatures on next page*

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1 WHEREFORE, the parties hereto have executed this Agreement in the County of
2 Orange, California.

3
4 By: _____
5 BOB WINGENROTH
6 ACTING CITY MANAGER
7 CITY OF ANAHEIM

By: _____
COUNTY OF ORANGE
CHAIR OF THE BOARD
OF SUPERVISORS

8
9 Dated: _____

Dated: _____

10 APPROVED AS TO FORM:
11 CRISTINA L. TALLEY
12 CITY ATTORNEY

13 By: _____
14 Theodore J. Reynolds
15 Assistant City Attorney

16 Dated: _____

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

21 _____
22 Clerk of the Board of Supervisors
23 Orange County, California

24 APPROVED AS TO FORM
25 COUNTY COUNSEL
26 COUNTY OF ORANGE, CALIFORNIA

27 By: _____
28 DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CITY OF ANAHEIM
FOR THE PROVISION OF VOCATIONAL TRAINING ACTIVITIES

1. PROGRAM OBJECTIVE AND GOALS

The objective of the CalWORKs program is to foster family well-being by enhancing employability, addressing barriers to self-sufficiency, engaging participants in preparatory activities, and placing participants in paying jobs with appropriate support where they will earn enough, or consistently progress toward enough earnings, to be considered self-sufficient and surpass CalWORKs income limits.

1.1 CONTRACTOR shall provide VTR activities to participants to prepare them for unsubsidized employment.

1.2 CONTRACTOR shall meet each of the following goals throughout the term of this Agreement:

1.2.1 VTR Enrollments: Ninety percent (90%) of all participants who are referred per Subparagraph 2 of this Exhibit A to this Agreement shall be enrolled in VTR activities.

1.2.2 VTR Completion Rate: Seventy percent (70%) of participants enrolled in VTR activities will complete the activities per the WTW staff referral.

1.2.3 VTR Employment Rate: Sixty percent (60%) of participants who attend VTR activities will obtain unsubsidized employment within thirty

(30) calendar days of completing VTR activities. Employment will be verified on a format approved by ADMINISTRATOR.

2. POPULATION TO BE SERVED

2.1 Participants who meet all of the following criteria may be referred for VTR activities:

2.1.1 Meet all eligibility requirements of the VTR activity;

2.1.2 Are deemed suitable for the activity by WTW Staff; and

2.1.3 Have not obtained unsubsidized employment sufficient to meet minimum required hours of WTW participation; and

2.1.4 Have significant barriers to secure employment; and

2.1.5 Have completed a Vocational Assessment; and

2.1.6 Continue to meet CalWORKs financial eligibility criteria; and

2.1.7 Reside in Orange County.

2.2 CONTRACTOR agrees to provide services to participants referred to CONTRACTOR by ADMINISTRATOR under this Agreement.

2.3 CONTRACTOR shall not refuse participants without discussion and concurrence by WTW staff prior to any action to minimize issues that impede participants' ability to complete VTR activities.

3. SERVICES

3.1 CONTRACTOR shall engage participants for the number of hours as referred by WTW staff.

3.2 Individual CalWORKs WTW participation requirements are as follows and are subject to change according to State and Federal mandates:

3.2.1 Thirty-two (32) hours per week in approved WTW activities for a one (1) parent Assistance Unit and a two (2) parent Assistance Unit in which deprivation is based on the disability of one (1) parent; or

3.2.2 Thirty-five (35) hours per week in approved WTW activities

1 for two (2) parent Assistance Units. One (1) parent can satisfy the total
2 thirty-five (35) hour requirement. If both parents contribute to the thirty-
3 five (35) hour requirement then at least one parent shall participate a
4 minimum of twenty (20) hours per week.

5 3.3 VTR is a temporary, transitional, and short-term educational
6 activity, not to exceed twelve (12) months, to prepare participants for
7 employment in a specific trade, occupation, or vocation. VTR activities must
8 be provided by vocational-technical schools, postsecondary institutions or
9 proprietary schools. VTR activities shall be made available to participants
10 in areas identified as growth oriented, current or emerging occupations,
11 meeting an unmet community need, and in high demand for new employees. VTR
12 activities shall include, but not be limited to, the following:

13 3.3.1 Medical (Certified Nursing Assistant, Medical
14 Administration)

15 3.3.2 Hospitality Operations

16 3.3.3 General Office/Administrative Assistant

17 3.3.4 Receptionist

18 3.3.5 Truck/Bus Driver

19 3.3.6 Automotive/Smog Technician

20 3.3.7 Heating/Air Conditioning (HVAC) technician.

21 3.4 CONTRACTOR shall obtain prior approval from ADMINISTRATOR for all
22 VTR activities provided under this Agreement.

23 4. CONTRACTOR RESPONSIBILITIES

24 CONTRACTOR shall:

25 4.1 Assign an ANA WIB CM who will work closely with each participant
26 and develop a relationship to understand the participant's needs, assess
27 career goals and arrange an appropriate VTR activity.

28 4.2 Provide workshops, training, case management, and coaching to

1 assist the participant in obtaining and retaining employment.

2 4.3 Assign the participant to an appropriate VTR activity based on the
3 participant's experience and interest within seven (7) business days from the
4 date of the referral, unless otherwise directed by ADMINISTRATOR.

5 4.4 Monitor the progress of all participants by meeting every two (2)
6 weeks, or more often if needed, with the participant and the training facility
7 to discuss action steps needed to successfully complete the program.

8 4.5 Use positive reinforcement techniques and ensure participants are
9 aware that their assignment is being closely monitored.

10 4.6 Refer participants' supportive services needs, such as food,
11 transportation, housing, legal assistance, and clothing to WTW staff for
12 assistance.

13 4.7 Continue to engage the participant in job search activities for
14 thirty (30) days after completion of the VTR activity.

15 4.8 Maintain a case file for each participant served under this
16 Agreement in each VTR activity in a format approved by ADMINISTRATOR. The
17 case file will include, but not be limited to, the following:

18 4.8.1 Initial referral form.

19 4.8.2 Documentation of all correspondence in regards to the
20 participant's participation in the VTR activity, including any correspondence
21 involving any subcontractors.

22 4.8.3 Participant attendance records.

23 4.8.4 Documentation, including dates, of any problem occurrences
24 reported at the VTR training site.

25 4.8.5 All correspondence related to any Participant's Workers'
26 Compensation injury.

27 4.9 Attend meetings as requested by ADMINISTRATOR.

28 4.10 Cooperate with ADMINISTRATOR with respect to sanctions applied by

ADMINISTRATOR to participants in the event of participant non-cooperation. This may include testifying at participant non-compliance hearings.

4.11 Provide internal forms that are not mandated by ADMINISTRATOR or by program requirements for review and approval by ADMINISTRATOR prior to implementation.

4.12 Ensure that all services provided to participants under this Agreement are conducted in a manner sensitive 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 participation in VTR activities. CONTRACTOR shall employ staff who will provide services in the participant's language or obtain interpreters when necessary.

5. PRINCIPLES

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

5.1 Opportunities shall be maximized to provide integrated, coordinated and easily accessible resources for participants;

5.2 Services shall be family-friendly and family-centered;

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

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

5.5 Services shall be outcome-driven and identify indicators that accurately reflect progress towards stated goals.

6. OUTSIDE CONTACTS:

6.1 CONTRACTOR shall immediately inform ADMINISTRATOR of any inquiry from an elected official, other than a member of CONTRACTOR's City Council,

1 their representative, participant advocate, or the press, and immediately
2 provide information to ADMINISTRATOR for assistance in coordinating a
3 response.

4 6.2 CONTRACTOR shall consult with ADMINISTRATOR prior to initiating
5 contact with an elected official other than a member of CONTRACTOR's City
6 Council, their representative, participant advocate, or the press regarding
7 programs provided under this contract.

8 7. FACILITIES

9 7.1 It is mutually understood that VTR activities shall be provided at
10 a variety of training sites throughout Orange County, as defined by
11 CONTRACTOR. It is mutually understood that participants will be referred to
12 CONTRACTOR at the following facility:

13 Anaheim Jobs (One-Stop Center)
14 290 South Anaheim Blvd., Suite 100
15 Anaheim, CA 92805

16 7.2 Participants will have access to the One-Stop Center where they
17 can access a wide variety of resources including labor market information and
18 job vacancy listings. They will also have full access to computers with
Internet connectivity, telephones, faxes, and copy machines.

19 7.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add,
20 change, modify, or delete facility locations as necessary to best serve the
21 needs of participants and ADMINISTRATOR.

22 8. REPORTING REQUIREMENTS

23 8.1 CONTRACTOR shall maintain records, collect data, and provide
24 reports mandated by Federal and State governments and as may be required by
25 ADMINISTRATOR. Reporting requirements shall include all reports and data
26 collection that is required to track goals and report progress as noted in
27 Paragraph 1 of this Exhibit A to this Agreement

28 8.2 Reports of problems, including attendance issues, achievements, or

1 other inquiries about VTR activities shall be addressed immediately with the
2 affected participant and employer/instructor; CONTRACTOR shall inform WTW
3 staff within twenty-four (24) hours which will allow for quick intervention
4 and results oriented action to address the issue with the participant.

5 8.3 CONTRACTOR shall report each participant's monthly attendance and
6 progress, including achievements, by the tenth (10th) calendar day of the
7 following month in a format approved by ADMINISTRATOR.

8 8.4 CONTRACTOR shall provide, by the tenth (10th) calendar day of each
9 month, a status report for the preceding month, in a format approved by
10 ADMINISTRATOR. The monthly status report shall identify but not limited to,
11 the following data elements:

12 8.4.1 Referrals received

13 8.4.2 Participants referred back to ADMINISTRATOR for non-
14 attendance

15 8.4.3 Participants disenrolled by WTW staff

16 8.4.4 Participants carried forward from previous month

17 8.4.5 Completions of VTR activity

18 8.4.6 Placements in unsubsidized employment

19 8.4.7 Average wage

20 8.4.8 Complaints received

21 9. PERFORMANCE MONITORING AND REVIEW

22 9.1 CONTRACTOR's performance will be monitored and reviewed by
23 ADMINISTRATOR. CONTRACTOR shall cooperate and assist ADMINISTRATOR in
24 monitoring performance. ADMINISTRATOR will conduct case reviews as part of an
25 on-going evaluation of CONTRACTOR's performance.

26 9.2 ADMINISTRATOR may use a variety of inspection methods to evaluate
27 CONTRACTOR's performance, including but not limited to:

28 9.2.1 Random sampling of program activities including a review

1 of case files each month;

2 9.2.2 Activity checklists and random observations;

3 9.2.3 Inspect output items on a periodic basis as deemed
4 necessary;

5 9.2.4 Computer Information System reported results;

6 9.2.5 Participants' complaints and/or participants'
7 questionnaires; and

8 9.2.6 Service provider complaints or reports.

9 9.3 CONTRACTOR may require corrective action plans when it is
10 determined that services are performed unsatisfactorily during the review
11 period. CONTRACTOR shall remedy the performance defects within the time
12 period specified in the corrective action plan.

13 9.4 Performance evaluation meetings will be conducted by ADMINISTRATOR
14 as necessary.

15 9.5 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
16 information necessary for monitoring this Agreement, and with authorized State
17 or Federal representatives who may audit WTW Program services.

18 10. QUALITY CONTROL

19 10.1 CONTRACTOR shall maintain a complete internal Quality Control Plan
20 to ensure that the requirements of this agreement are met. The Quality
21 Control Plan shall include, but not be limited to:

22 10.1.1 Activities to be inspected on either a scheduled or
23 unscheduled basis, how often inspections will be accomplished, and the title
24 of the individual(s) who will perform the inspections;

25 10.1.2 Specific methods to identify and prevent deficiencies in
26 the quality of service performed, prior to unacceptable performance levels;

27 10.1.3 Method for continuing services in the event of a strike of
28 CONTRACTOR's employees or a natural disaster; and

1 10.1.4 Maintenance of all inspection files and, if necessary,
2 corrective action taken.

3 10.2 CONTRACTOR shall cooperate with any third party audit or
4 inspections as required by ADMINISTRATOR or other COUNTY, State or Federal
5 agency.

6 11. WELFARE FRAUD

7 11.1 CONTRACTOR shall report to the appropriate CalWORKs WTW staff when
8 eligibility or supportive services payment fraud is suspected, either by a
9 participant or a service provider.

10 12. HANDLING COMPLAINTS

11 CONTRACTOR shall develop, operate, and maintain procedures for
12 receiving, investigating, and responding to service providers and participant
13 complaints, including Civil Rights complaints against direct service providers
14 made by participants, requests for State Hearings and formal grievances,
15 requests for COUNTY reviews, and other complaints relating to VTR activities.

16 12.1 ADMINISTRATOR shall be notified immediately of all Civil Rights
17 complaints.

18 12.2 With respect to any complaints made by participants, CONTRACTOR
19 shall identify issues with potential legal implications, and review any such
20 cases with ADMINISTRATOR prior to responding to the complaints.

21 12.3 CONTRACTOR shall maintain a log for identification and response to
22 participants' complaints. When complaints cannot be resolved informally, a
23 system of follow-through shall be instituted which adheres to formal plans for
24 specific actions and response to complaints within two (2) business days.

25 12.4 CONTRACTOR shall provide, in a format approved by ADMINISTRATOR,
26 information pertaining to complaints, as well as CONTRACTOR's response to any
27 complaints to ADMINISTRATOR, as described above, within ten (10) business days
28 of the complaint.

12.5 CONTRACTOR shall include a summary of all complaints received in the monthly status reports submitted to COUNTY per Subparagraph 8.4 above.

13. HOURS OF OPERATION

At a minimum, CONTRACTOR shall maintain business hours of Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. (CONTRACTOR holidays excluded) as well as scheduled evening and weekend hours to best meet the needs of participants and their families.

14. BUDGET FOR PROVISION OF VTR

14.1 The budget for services provided pursuant to Exhibit A of this Agreement shall span sixteen (16) months and is set forth as follows:

Budget Period March 7, 2012 - June 30, 2012

| <u>Line Items</u> | <u>Maximum Hourly Rate</u> | <u>FTE</u> | <u>Budget</u> |
|---|--------------------------------|------------|-----------------|
| <u>Salaries and Benefits</u> | | | |
| Workforce Development Manager | \$51.58 | 0.20 | \$7,152 |
| Workforce Center Supervisor | \$37.96 | 0.25 | \$6,580 |
| Workforce Development Analyst | \$40.85 | 0.20 | \$5,665 |
| Workforce Center Administrator | \$41.40 | 0.10 | \$2,870 |
| Workforce Development Assistant | \$23.31 | 0.05 | \$808 |
| One-Stop Case Manager | \$23.31 | 1.00 | \$16,162 |
| Job Developer | \$23.31 | 0.60 | \$9,697 |
| Senior Secretary | \$22.13 | 0.05 | \$767 |
| Subtotal Salaries | | | \$49,701 |
| Benefits (34.6%) | | | <u>\$26,244</u> |
| Total Salaries/Benefits ⁽¹⁾⁽²⁾ | | | \$75,945 |
| <u>Operating Expenses</u> | | | |
| Participant Costs | | | |
| VTR activities ⁽³⁾ | | | \$106,699 |
| Emergency Transportation | | | \$660 |
| Office Supplies | | | \$980 |
| Small Capital Purchases | | | \$330 |
| Travel and Meeting Expense ⁽⁴⁾ | | | \$50 |
| Mileage ⁽⁵⁾ | | | \$363 |
| Equipment - Lease and Maintenance | | | \$4,976 |
| Rent | | | \$4,948 |
| Copies | | | \$495 |
| Payroll/Accounting | | | <u>\$4,554</u> |

| | |
|---|------------------|
| Total Operating Expenses | \$124,055 |
| MAXIMUM COUNTY OBLIGATION (3/7/12-6/30/12) | \$200,000 |

Budget Period July 1, 2012 - June 30, 2013

| Line Items | Maximum Hourly Rate | FTE | Budget |
|--|------------------------|------|----------------|
| <u>Salaries and Benefits</u> | | | |
| Workforce Development Manager | \$52.10 | 0.20 | \$21,674 |
| Workforce Center Supervisor | \$38.34 | 0.25 | \$19,937 |
| Workforce Development Analyst | \$41.26 | 0.20 | \$17,164 |
| Workforce Center Administrator | \$41.82 | 0.10 | \$8,699 |
| Workforce Development Assistant | \$23.54 | 0.05 | \$2,448 |
| One-Stop Case Manager | \$23.54 | 1.00 | \$48,963 |
| Job Developer | \$23.54 | 0.60 | \$29,378 |
| Senior Secretary | \$22.35 | 0.05 | <u>\$2,324</u> |
| Subtotal Salaries | | | \$150,587 |
| Benefits (34.6%) | | | \$79,527 |
| Subtotal Salaries and Benefits ⁽¹⁾⁽²⁾ | | | \$230,114 |

| | |
|---|-----------------|
| Operating Expenses | |
| Participant Costs | |
| VTR activities ⁽³⁾ | \$317,269 |
| Emergency Transportation | \$2,000 |
| Office Supplies | \$2,994 |
| Small Capital Purchases | \$1,000 |
| Travel and Meeting Expense ⁽⁴⁾ | \$150 |
| Mileage ⁽⁵⁾ | 1,100 |
| Equipment - Lease and Maintenance | \$15,080 |
| Rent | \$14,993 |
| Copies | \$1,500 |
| Payroll/Accounting | <u>\$13,800</u> |
| Total Operating Expenses | \$369,886 |

| | |
|--|-----------|
| MAXIMUM COUNTY OBLIGATION (7/1/12-6/30/13) | \$600,000 |
|--|-----------|

| | |
|--|-----------|
| TOTAL MAXIMUM COUNTY OBLIGATION (3/7/12 - 6/30/13) | \$800,000 |
|--|-----------|

- (1) Total salaries are calculated on maximum hourly rates.
- (2) Employee Benefits include health insurance, dental insurance, life insurance, and long-term disability insurance. Also included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the current prevailing rates.
- (3) Enrollments in VTR activities are contingent upon availability of funds and shall consist of a minimum of twenty one (21) enrollments for the

period of March 7, 2012 through June 30, 2012; and sixty three (63) enrollments for the period of July 1, 2012 through June 30, 2013.

- (4) 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 SSA. OCWIB shall be reimbursed for actual expenses of lodging, up to the maximum allowed in CFR Title 41 Chapter 301, Travel Allowances. OCWIB 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.
- (5) Mileage is limited to the amount allowed by the IRS.

14.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete, or otherwise modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit A to this Agreement.

15. STAFF

CONTRACTOR shall employ staff with experience in placing participants with a limited 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 provide bilingual staff to serve participants who speak Spanish or Vietnamese. The ratio of bilingual staff shall be consistent with and proportional to the target population, 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.

CONTRACTOR shall comply with all COUNTY, State, and Federal regulations regarding Limited English Proficiency (LEP). LEP regulations affect anyone

1 who participates in a Federally funded program, and who has English as his or
2 her second language and is limited in his or her English language proficiency.

3 15.1 Staff Training

4 15.1.1 CONTRACTOR's staff directly serving participants and first
5 line supervisors shall be thoroughly familiar with the WTW service delivery
6 model contained in the current Orange County CalWORKs Plan; COUNTY policies
7 and related instructions; COUNTY data systems, including service delivery and
8 payment systems; welfare fraud and child abuse/elder abuse reporting
9 requirements; the State Hearing process; and Civil Rights compliance
10 requirements.

11 15.1.2 COUNTY will provide relevant program policies and
12 operational procedures to CONTRACTOR during start-up, and subsequently as
13 these materials are revised or new policies are developed.

14 15.1.3 COUNTY will provide initial training to a limited number
15 of CONTRACTOR's staff with respect to CalWORKs WTW regulations and COUNTY
16 policies and procedures. CONTRACTOR shall conduct subsequent training(s) and
17 refresher training yearly. COUNTY will provide technical information to
18 CONTRACTOR on these requirements, but it will be CONTRACTOR's sole
19 responsibility to ensure that CONTRACTOR's staff understand and correctly
20 implement the requirements cited when providing WTW services.

21 15.1.4 CONTRACTOR shall be required to attend training(s) and/or
22 meetings that COUNTY determines to be mandatory, and provide CONTRACTOR staff
23 with ongoing training and assistance to ensure that contract deliverables are
24 met.

25 15.1.5 CONTRACTOR shall ensure that CONTRACTOR's staff receives
26 training in understanding the cultural differences among groups of
27 participants, and recognizes and effectively intervenes to overcome any
28 language and/or cultural barriers to employment.

1 15.1.6 CONTRACTOR shall maintain a log of in-house training
2 activities and participants. This log shall be made available to COUNTY upon
3 request.

4 15.2 Staff Duties and Qualifications:

5 CONTRACTOR shall provide the following described staff positions:

6 15.2.1 Workforce Development Manager

7 Duties:

8 15.2.1.1 Plan, direct, and implement the VTR programs
9 within the Workforce Development Division of the Community Development
10 Department.

11 Qualifications:

12 15.2.1.2 Five (5) years of responsible job training
13 program planning, development, and administration experience including one (1)
14 year of administrative and/or lead supervisory experience supplemented by a
15 Bachelor's degree from an accredited college or university with major course
16 work in business administration, public administration, or a related field. An
17 equivalent combination of experience and education sufficient to perform the
18 essential job functions and provide the required knowledge and abilities is
19 qualifying.

20 15.2.2 Workforce Center Supervisor

21 Duties:

22 15.2.2.1 Plan, prioritize, assign, supervise, and review
23 the work of staff responsible for providing case management to VTR
24 participants.

25 15.2.2.2 Participate in the selection of VTR sites;
26 provide or coordinate staff training; and work with employees to correct
27 deficiencies and implement discipline procedures.

28 15.2.2.3 Recommend and assist in the implementation of

goals and objectives; establish schedules and methods for providing Vocational Training case management; and implement policies and procedures.

Qualifications:

15.2.2.4 Three (3) years of responsible job training program development and administration experience including some administrative and/or lead supervisory experience supplemented by college level course work or specialized training in public administration, business administration, social services, or a related field. An equivalent combination of experience and education sufficient to perform the essential job functions and provide the required knowledge and abilities is qualifying.

15.2.3 Workforce Development Analyst

Duties:

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

Qualifications:

15.2.3.2 Two (2) years of increasingly responsible professional administrative and management analysis experience preferably within a local government environment supplemented by a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a field related to area of assignment. An equivalent combination of experience and education sufficient to perform the essential job functions and provide the required knowledge and abilities is qualifying.

15.2.4 Workforce Center Administrator

Duties:

1 15.2.4.1 Plan, prioritize, assign, supervise, and review
2 the work of staff responsible for providing VTR activities to the public.

3 15.2.4.2 Participate in the development and
4 implementation of VTR goals, objectives, policies and procedures for assigned
5 programs.

6 15.2.4.3 Provide a variety of liaison services in
7 coordination with economic development efforts to local businesses regarding
8 Workforce Investment Act (WIA) and other workforce development services, make
9 site visits and conduct presentations to the business community, and analyze
10 business needs.

11 Qualifications:

12 15.2.4.4 Four (4) years of experience administering job
13 training and one-stop programs including one (1) year of administrative and/or
14 lead supervisory experience supplemented by college level course work or
15 specialized training in public administration, business administration, social
16 services, or a related field; a Bachelor's degree is desirable. An equivalent
17 combination of experience and education sufficient to perform the essential
18 job functions and provide the required knowledge and abilities is qualifying.

19 15.2.5 Workforce Development Assistant

20 Duties:

21 15.2.5.1 Design, evaluate, and modify customer
22 satisfaction and program performance evaluation tools.

23 15.2.5.2 Provide technical assistance to Workforce Center
24 staff and management, training vendors, and service providers.

25 15.2.5.3 Evaluate client progress throughout
26 participation.

27 15.2.5.4 Ensure compliance with program policies and
28 labor laws.

1 15.2.5.5 Prepare weekly/monthly statistical program and
2 labor market reports.

3 15.2.5.6 Maintain local eligible training provider list,
4 procure training services and monitor contract compliance.

5 15.2.5.7 Process and monitor customer individual training
6 accounts.

7 15.2.5.8 Perform other job related duties as required.

8 Qualifications:

9 15.2.5.9 Experience in employment and training programs
10 to include interpretation of diagnostic evaluation, job development and case
11 management.

12 15.2.6 One-Stop Case Manager

13 Duties:

14 15.2.6.1 Conducts eligibility interviews; provides
15 information on available services and continuous direct counseling services.

16 15.2.6.2 Provides on-going case management, measures
17 participant progress and identifies areas of needed improvement by completing
18 regular and periodic Employability Development Plan updates.

19 15.2.6.3 Contacts employment resources (employers through
20 cold calling by phone, or on site contact, to sell and market the WIA programs
21 and generate job orders.

22 15.2.6.4 Negotiates VTR contracts to meet clients' needs
23 that coincide with training plans.

24 15.2.6.5 Assists clients in obtaining unsubsidized
25 employment by providing job search, referral assistance and job development
26 services.

27 15.2.6.6 Evaluates participant progress throughout
28 training and ensures compliance with program policies and labor laws by

1 monitoring worksites on a regular basis.

2 15.2.6.7 Informs worksite agencies regarding workforce
3 incentive act concept, payroll, procedures, program rules and regulations,
4 Civil Rights and program goals by providing participant and supervision
5 orientation.

6 15.2.6.8 Maintains adequate applicant flow for training
7 programs by performing community outreach and recruitment through
8 presentations at community centers, schools and social service agencies; and
9 by updating waiting lists through telephone calls and correspondence.

10 Qualifications:

11 15.2.6.9 Experience in employment and training programs
12 to include interpretation of diagnostic evaluation, job development and case
13 management.

14 15.2.7 Job Developer

15 Duties:

16 15.2.7.1 Assist program participants in obtaining
17 unsubsidized employment by providing job search, referral assistance, and job
18 development services.

19 15.2.7.2 Contact Employment resources (employers) through
20 cold calling by phone, or on-site contact, to sell and market the program and
21 generate job orders.

22 15.2.7.3 Negotiate VTR contracts to meet clients' needs
23 that coincide with training plans.

24 15.2.7.4 Evaluate participant progress throughout
25 training and ensure compliance with program policies and labor laws by
26 monitoring worksites on a regular basis.

27 Qualifications:

28 15.2.7.5 Experience in employment and training programs

1 to include interpretation of diagnostic evaluation, job development and case
2 management.

3 15.2.8 Senior Secretary

4 Duties:

5 15.2.8.1 Provide highly complex secretarial support to
6 one or more Administrative Managers and their professional staff. Relieve
7 them of administrative details involved in the day-to-day operation of their
8 specific functions/program areas.

9 15.2.8.2 Provide administrative and secretarial support
10 to CONTRACTOR's Boards and Commissions that meet on a regular weekly basis.

11 Qualifications:

12 15.2.8.3 Extensive, responsible experience performing
13 complex secretarial and clerical work. An equivalent combination of experience
14 and training sufficient to perform the essential job functions and provide the
15 required knowledge and abilities is qualifying.

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