

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 MAXIMUS HUMAN SERVICES, INC.
6 A SUBSIDIARY OF MAXIMUS, INC.
7 FOR THE PROVISION OF CASE MANAGEMENT SERVICES
8

9 THIS AGREEMENT, entered into this 1st day of July 2015 ~~2014~~, which date
10 is particularized for purpose of reference only, is by and between the COUNTY
11 OF ORANGE, hereinafter referred to as "COUNTY," and MAXIMUS Human Services,
12 Inc., a subsidiary of MAXIMUS, Inc., a Virginia corporation, qualified to
13 transact interstate business in the State of California, hereinafter referred
14 to as "CONTRACTOR." This Agreement shall be administered by the County of
15 Orange Social Services Agency Director or designee, hereinafter referred to as
16 "ADMINISTRATOR."

17 W I T N E S S E T H:
18

19 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
20 case management services; and

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

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

27 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
28

TABLE OF CONTENTS

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

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

7.	REPORTING REQUIREMENTS	32
8.	PERFORMANCE MONITORING	33
9.	PENALTIES	37
10.	OTHER CONTRACTOR REQUIREMENTS	38
11.	BUDGET	45
12.	CONTRACTOR STAFF	50
13.	STAFF POSITIONS	52

1. TERM

The term of this Agreement shall commence on July 1, 2014 2015, and terminate on June 30, 2015 2016, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting. ~~CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 20.1 of this Agreement does not increase as a result.~~

2. ALTERATION OF TERMS

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

In the event CONTRACTOR's required compliance with subsequent changes in COUNTY, State or Federal laws, regulations or policies result in an additional and unanticipated increase in CONTRACTOR's total costs under this Agreement, in an amount in excess of five percent (5%) of the COUNTY's total maximum obligation as stated in Paragraph 20.1, below, it is agreed that ADMINISTRATOR will engage in subsequent negotiations to increase COUNTY's maximum contractual obligation. CONTRACTOR acknowledges that any increase in COUNTY's maximum obligation pursuant to this Paragraph is subject to approval by the County of Orange Board of Supervisors. ADMINISTRATOR's obligation to engage in

1 subsequent negotiations pursuant to this Paragraph shall be contingent upon
2 CONTRACTOR providing sufficient documentation which clearly demonstrates that
3 all additional, unanticipated costs are directly related to CONTRACTOR's
4 compliance with subsequent changes in law, regulations or policy.

5 3. STATUS OF CONTRACTOR

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

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

17 4. DESCRIPTION OF SERVICES, STAFFING

18 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
19 and supplies as described in the Exhibits to the Agreement between County of
20 Orange and MAXIMUS Human Services, Inc., a subsidiary of MAXIMUS, Inc., for
21 the Provision of Case Management Services, attached hereto and incorporated
22 herein by reference: Exhibit "A" relating to Case Management Services and
23 Exhibit "B" relating to Agreement to Comply with the County of Orange Social
24 Services Agency Information Technology Security and Usage Policy. CONTRACTOR
25 shall operate continuously throughout the term of this Agreement with the
26 number and type of staff described and as required for provision of services
27 hereunder.

28 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR

1 may require changes in staffing allocations to reflect current workload
2 demands or service needs as long as COUNTY's maximum obligation as set forth
3 in this Agreement is not exceeded.

4 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
5 appropriate staff to attend an orientation session and subsequent training
6 sessions given by COUNTY.

7 5. LICENSES AND STANDARDS

8 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
9 required by the laws of the United States, State of California, County of
10 Orange and all other appropriate governmental agencies, and agrees to maintain
11 these licenses and permits in effect for the duration of this Agreement.
12 Further, CONTRACTOR warrants that its employees shall conduct themselves in
13 compliance with such laws and licensure requirements including, without
14 limitation, compliance with laws applicable to sexual harassment and ethical
15 behavior.

16 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
17 unless waived in whole or in part by ADMINISTRATOR, with all applicable
18 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
19 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
20 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
21 applicable laws and regulations of the United States, State of California,
22 County of Orange Social Services Agency and all administrative regulations,
23 rules and policies adopted thereunder as each and all may now exist or be
24 hereafter amended.

25 5.2.1 For Federally funded Agreements in the amount of \$25,000
26 or more, CONTRACTOR certifies that its officers and/or principals are not
27 debarred or suspended from Federal financial assistance programs and/or
28 activities.

1 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

2 6.1 Delegation and Assignment:

3 In the performance of this Agreement, CONTRACTOR may neither
4 delegate its duties or obligations nor assign its rights, either in whole or
5 in part, without the prior written consent of COUNTY. Any attempted
6 delegation or assignment without prior written consent shall be void. The
7 transfer of assets in excess of ten percent (10%) of the total assets of
8 CONTRACTOR, or any change in the corporate structure, the governing body, or
9 the management of CONTRACTOR, which occurs as a result of such transfer, shall
10 be deemed an assignment of benefits under the terms of this Agreement
11 requiring COUNTY approval.

12 6.2 Subcontracts:

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

20 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

21 7.1 Form of Business Organization:

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

26 7.1.1 The form of CONTRACTOR's business organization, i.e.,
27 proprietorship, partnership, corporation, etc.

28 7.1.2 A detailed statement indicating the relationship of

1 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
2 individual.

3 7.1.3 A detailed statement indicating the relationship of
4 CONTRACTOR to any subsidiary business organization or to any individual who
5 may be providing services, supplies, material or equipment to CONTRACTOR or in
6 any manner does business with CONTRACTOR under this Agreement.

7 7.2 Change in Form of Business Organization:

8 If during the term of this Agreement the form of CONTRACTOR's
9 business organization changes, or the ownership of CONTRACTOR changes, or
10 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
11 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
12 writing, detailing such changes. A change in the form of business
13 organization may, at COUNTY's sole discretion, be treated as an attempted
14 assignment of rights or delegation of duties of this Agreement.

15 7.3 Real Property Disclosure:

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

21 7.3.1 The location by street address and city of any such real
22 property.

23 7.3.2 The fair market value of any such real property as such
24 value is reflected on the most recently issued County Tax Collector's tax
25 bill.

26 7.3.3 A detailed description of all existing and pending
27 agreements, with respect to the use or occupation of any such real property.
28 Such description shall include, but not be limited to:

ATTACHMENT B

1 7.3.3.1 The term duration of any rental, lease or
2 license agreement;

3 7.3.3.2 The amount of monetary consideration to be
4 paid to the lessor or licensor over the term of the rental, lease or license
5 agreement;

6 7.3.3.3 The type and dollar value of any other
7 consideration to be paid to the lessor or licensor; and

8 7.3.3.4 The full names and addresses of all
9 parties to any agreement concerning the real property and a listing of liens
10 (if any) thereof, together with a listing by full names and addresses of all
11 officers, directors and stockholders of any private corporation, and a similar
12 listing of all general and limited partners of any partnership which is a
13 party.

14 7.3.3.5 A listing by full names of all of
15 CONTRACTOR's officers, directors and/or partners, members of its
16 administrative and advisory boards, staff and consultants, who have any family
17 relationship by marriage or blood with a party to any agreement concerning
18 real property referred to in Subparagraph 7.3.3, immediately above, or who
19 have any present or future financial interest in such person's business,
20 whether the entity concerned is a corporation or partnership. Such listing
21 shall also include the full names of all of CONTRACTOR's officers, directors,
22 partners and those holding a financial interest. Included are members of its
23 advisory boards, members of its staff and consultants, who have any family
24 relationship by marriage or blood to an officer, director, or stockholder of
25 the corporation or to any partner of the partnership. In preparing the latter
26 listing, CONTRACTOR shall also indicate the names of the officers, directors,
27 stockholders, or partner(s), as appropriate, and the family relationship which
28 exists between such person(s) and CONTRACTOR's representatives listed.

1 7.3.4 True and correct copies of all agreements with respect to
2 any such real property shall be appended to the affidavit described above and
3 made a part thereof. If, during the term of this Agreement, there is a change
4 in the agreement(s) with respect to real property where persons receive
5 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
6 describing such changes.

7 8. USE OF COUNTY PROPERTY

8 8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
9 space, office furniture, and office equipment located in any and all offices
10 and COUNTY facilities at which CONTRACTOR shall be collocated with COUNTY
11 staff pursuant to this Agreement, as is more particularly set forth in that
12 certain real estate agreement described in Subparagraph 8.2, below. As stated
13 in the lease or license agreement, said office space, office furniture, and
14 equipment shall be used solely by employees of CONTRACTOR while performing
15 their assigned duties pursuant to this Agreement.

16 8.2 CONTRACTOR shall enter into a rent-free lease or license agreement
17 with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute
18 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
19 of said document to CONTRACTOR. Failure to execute the lease or license
20 agreement will result in a breach of this Agreement.

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, gender identity or expression, physical or~~

1 ~~mental disability~~ race, religious creed, color, national origin, ancestry,
2 physical disability, mental disability, medical condition, genetic
3 information, marital status, sex, gender, gender identity, gender expression,
4 age, sexual orientation, military and veteran status or any other protected
5 group in accordance with the requirements of all applicable Federal or State
6 laws.

7 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
8 meets the lawful and applicable requirements of the U.S. Department of Health
9 and Human Services.

10 9.3 CONTRACTOR shall furnish any and all information requested by
11 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
12 books, records and accounts in order to ascertain CONTRACTOR's compliance with
13 Paragraph 9 et seq.

14 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
15 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
16 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

17 9.5 Non-Discrimination in Employment

18 9.5.1 All solicitations or advertisements for employees placed
19 by or on behalf of CONTRACTOR shall state that all qualified applicants will
20 receive consideration for employment without regard to race, religious creed,
21 color, national origin, ancestry, physical disability, mental disability,
22 medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military and veteran
24 status ~~sex, race, color, ethnicity, national origin, ancestry, religion, age,~~
25 ~~marital status, medical condition, sexual orientation, sexual preference,~~
26 ~~physical or mental disability~~ or any other protected group in accordance with
27 the requirements of all applicable Federal or State laws. Notices describing
28 the provisions of the equal opportunity clause shall be posted in a

1 conspicuous place for employees and job applicants.

2 9.5.2 CONTRACTOR shall refer any and all employees desirous of
3 filing a formal discrimination complaint to:

4 California Department of Social Services

5 Public Inquiry and Response Bureau

6 P.O. Box 944243, M.S. 8-3-23

7 Sacramento, CA 94244-2430

8 Telephone: (800) 952-5253

9 (800) 952-8349 (For the hard of hearing)

10 9.6 Non-Discrimination in Service Delivery

11 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
12 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
13 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
14 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
15 the Americans with Disabilities Act of 1990; California Civil Code Section 51
16 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
17 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
18 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
19 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
20 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
21 Act of 1996; and other applicable Federal and State laws, as well as their
22 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
23 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
24 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
25 now exist or be hereafter amended. CONTRACTOR shall not implement any
26 administrative methods or procedures which would have a discriminatory effect
27 or which would violate the California Department of Social Services (CDSS)
28 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there

1 are any violations of this Paragraph, CDSS shall have the right to invoke
2 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
3 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
4 to the appropriate Federal agency for further compliance action and
5 enforcement of Subparagraph 9.6 et seq.

6 9.6.2 CONTRACTOR shall provide any and all clients desirous of
7 filing a formal complaint any and all information as appropriate:

8 9.6.2.1 Pamphlet: "Your Rights Under California
9 Welfare Programs" (PUB 13)

10 9.6.2.2 Discrimination Complaint Form

11 9.6.2.3 Civil Rights Contacts:

12 County Civil Rights Contact:

13 Orange County Social Services Agency

14 Program Integrity

15 Attn: Civil Rights Coordinator

16 P.O. Box 22001

17 Santa Ana, CA 92702-2001

18 Telephone: (714) 438-8877

19 State Civil Rights Contact:

20 California Department of Social Services

21 Civil Rights Bureau

22 P.O. Box 944243, M.S. 15-70

23 Sacramento, CA 94244-2430

24 Federal Civil Rights Contact:

25 U.S. Department of Health and Human Services

26 Office of Civil Rights

27 50 U.N. Plaza, Room 322

28 San Francisco, CA 94102

10. NOTICES

10.1 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~~ 500 N. State College Blvd.
~~Santa Ana, CA 92701~~ Orange, CA 92868-1600

CONTRACTOR: MAXIMUS Human Services, Inc.
Project Director
1240 S. State College Blvd., Suite 200
Anaheim, CA 92806

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees,

1 agents and those special districts and agencies which COUNTY's Board of
2 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
3 any claims, demands or liability of any kind or nature, including but not
4 limited to personal injury or property damage, arising from or related to the
5 services, products or other performance provided by CONTRACTOR pursuant to
6 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
7 court of competent jurisdiction because of the concurrent active negligence of
8 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
9 be apportioned as determined by the court. Neither party shall request a jury
10 apportionment.

11 13. INSURANCE

12 13.1 Prior to the provision of services under this Agreement,
13 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
14 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
15 endorsements required herein, necessary to satisfy COUNTY that the insurance
16 provisions of this Agreement have been complied with, and to keep such
17 insurance coverage and the certificates therefore on deposit with
18 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall
19 ensure that all subcontractors performing work on behalf of CONTRACTOR
20 pursuant to this agreement shall be covered under CONTRACTOR's insurance as an
21 Additional Insured or maintain insurance subject to the same terms and
22 conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow
23 subcontractors to work if subcontractors have less than the level of coverage
24 required by COUNTY from CONTRACTOR under this agreement. It is the obligation
25 of CONTRACTOR to provide notice of the insurance requirements to every
26 subcontractor and to receive proof of insurance prior to allowing any
27 subcontractor to begin work. Such proof of insurance must be maintained by
28 CONTRACTOR through the entirety of this agreement for inspection by COUNTY

1 representative(s) at any reasonable time.

2 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
3 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
4 to the same terms and conditions as set forth herein for CONTRACTOR.

5 13.3 All self-insured retentions (SIRs) and deductibles shall be
6 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
7 apply, indicate this on the Certificate of Insurance with a zero "0" by the
8 appropriate line of coverage. Any self-insured retention (SIR) or deductible
9 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
10 specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk
11 Management upon review of CONTRACTOR's current audited financial report.

12 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
13 the full term of this Agreement, COUNTY may terminate this Agreement.

14 13.5 Qualified Insurer:

15 13.5.1 ~~Minimum insurance company ratings as determined by the~~
16 ~~most current edition of the Best's Key Rating Guide/Property-Casualty/United~~
17 ~~States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size~~
18 ~~Category).~~

19 13.5.2 ~~The policy or policies of insurance required herein must~~
20 ~~be issued by an insurer licensed to do business in the State of California~~
21 ~~(California Admitted Carrier). If the insurer is a non-admitted carrier in the~~
22 ~~State of California and does not meet or exceed an A.M. Best rating of A-~~
23 ~~/VIII, CEO/Office of Risk Management retains the right to approve or reject~~
24 ~~carrier after a review of the company's performance and financial ratings. If~~
25 ~~the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-~~
26 ~~/VIII, ADMINISTRATOR can accept the insurance.~~The policy or policies of
27 insurance required herein must be issued by an insurer with a minimum rating
28 of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as

determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.8 Required Coverage Forms:

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

13.8.2 Business Auto Liability coverage shall be written on ISO

1 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
2 coverage at least as broad.

3 13.9 Required Endorsements:

4 13.9.1 Commercial General Liability policy shall contain the
5 following endorsements, which shall accompany the Certificate of Insurance:

6 13.9.1.1 An Additional Insured endorsement using
7 ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of
8 Orange, its elected and appointed officials, officers, employees, agents as
9 Additional Insureds.

10 13.9.1.2 A primary non-contributing endorsement
11 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
12 insurance maintained by the County of Orange shall be excess and non-
13 contributing.

14 13.10 All insurance policies required by this Agreement shall waive all
15 rights of subrogation against the County of Orange, ~~and members of the Board~~
16 ~~of Supervisors~~ its elected and appointed officials, officers, agents and
17 employees when acting within the scope of their appointment or employment.

18 13.11 The Workers' Compensation policy shall contain a waiver of
19 subrogation endorsement waiving all rights of subrogation against the County
20 of Orange, ~~and members of the Board of Supervisors~~, its elected and appointed
21 officials, officers, agents and employees.

22 13.12 ~~All insurance policies required by this Agreement shall give the~~
23 ~~County of Orange thirty (30) days' notice in the event of cancellation and ten~~
24 ~~(10) days for non-payment of premium. This shall be evidenced by policy~~
25 ~~provisions or an endorsement separate from the Certificate of Insurance.~~
26 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
27 policy cancellation and ten (10) days for non-payment of premium and provide a
28 copy of the cancellation notice to COUNTY. Failure to provide written notice

1 of cancellation may constitute a material breach of the contract, upon which
2 the COUNTY may suspend or terminate this Agreement.

3 13.13 If CONTRACTOR's Professional Liability policy is a "claims made"
4 policy, CONTRACTOR shall agree to maintain professional liability coverage for
5 two (2) years following completion of this Agreement.

6 13.14 The Commercial General Liability policy shall contain a
7 severability of interests clause also known as a "separation of insureds"
8 clause (standard in the ISO CG 0001 policy).

9 13.15 Insurance certificates should be mailed to COUNTY at the address
10 indicated in Paragraph 10 of this Agreement.

11 13.16 If CONTRACTOR fails to provide the insurance certificates and
12 endorsements within seven (7) days of notification by CEO/ COUNTY Procurement
13 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

14 13.17 COUNTY expressly retains the right to require CONTRACTOR to
15 increase or decrease insurance of any of the above insurance types throughout
16 the term of this Agreement. Any increase or decrease in insurance will be as
17 deemed by County of Orange Risk Manager as appropriate to adequately protect
18 COUNTY.

19 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
20 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
21 certificates of insurance and endorsements with COUNTY incorporating such
22 changes within thirty (30) days of receipt of such notice, this Agreement may
23 be in breach without further notice to CONTRACTOR, and COUNTY shall be
24 entitled to all legal remedies.

25 13.19 The procuring of such required policy or policies of insurance
26 shall not be construed to limit CONTRACTOR's liability hereunder nor to
27 fulfill the indemnification provisions and requirements of this Agreement, nor
28 act in any way to reduce the policy coverage and limits available from the

1 insurer.

2 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

3 CONTRACTOR shall report to COUNTY:

4 14.1 Any accident or incident relating to services performed under this
5 Agreement which involves injury or property damage which may result in the
6 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
7 shall be made in writing within twenty-four (24) hours of occurrence.

8 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
9 from or related to services performed by CONTRACTOR under this Agreement.
10 Such report shall be submitted to COUNTY within twenty-four (24) hours of
11 occurrence.

12 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
13 property. Such report shall be submitted to COUNTY within twenty-four (24)
14 hours of occurrence.

15 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind
16 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
17 under the term of this Agreement. Such report shall be submitted to COUNTY
18 within twenty-four (24) hours of occurrence.

19 15. CONFLICT OF INTEREST

20 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
21 any actions or conditions that could result in a conflict with the best
22 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
23 agents, relatives, subcontractors, and third parties associated with
24 accomplishing the work hereunder.

25 15.2 CONTRACTOR's efforts shall include, but not be limited to,
26 establishing precautions to prevent its employees or agents from making,
27 receiving, providing, or offering gifts, entertainment, payments, loans, or
28 other considerations which could be deemed to appear to influence individuals

1 to act contrary to the best interests of COUNTY.

2 16. ANTI-PROSELYTISM PROVISION

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

7 17. SUPPLANTING GOVERNMENT FUNDS

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

17 18. EQUIPMENT

18 18.1 All items purchased with funds provided under this Agreement, or
19 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
20 at least five thousand dollars (\$5,000), including sales tax, shall be
21 considered Capital Equipment. Title to all Capital Equipment shall, upon
22 purchase, vest and remain in COUNTY. The use of such items of Capital
23 Equipment is limited to the performance of this Agreement. Upon the
24 termination of this Agreement, CONTRACTOR shall immediately return any items
25 of Capital Equipment to COUNTY or its representatives, or dispose of them in
26 accordance with the directions of ADMINISTRATOR.

27 CONTRACTOR further agrees to the following:

28 18.1.1 To maintain all items of Capital Equipment in good working

1 order and condition, normal wear and tear excepted.

2 18.1.2 To label all items of Capital Equipment, do periodic
3 inventories as required by ADMINISTRATOR and to maintain an inventory list
4 showing where and how the Capital Equipment is being used, in accordance with
5 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
6 ADMINISTRATOR within ten (10) days of any request therefore.

7 18.1.3 To report in writing to ADMINISTRATOR immediately after
8 discovery, the loss or theft of any items of Capital Equipment. For stolen
9 items, the local law enforcement agency must be contacted and a copy of the
10 police report submitted to ADMINISTRATOR.

11 18.1.4 To purchase a policy or policies of insurance covering
12 loss or damage to any and all Capital Equipment purchased under this
13 Agreement, in the amount of the full replacement value thereof, providing
14 protection against the classification of fire, extended coverage, vandalism,
15 malicious mischief and special extended perils (all risks) covering the
16 parties' interests as they appear.

17 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be
18 requested in writing, shall require the prior written approval of
19 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
20 appropriate and directly related to CONTRACTOR's service or activity under the
21 terms of this Agreement. COUNTY may refuse reimbursement for any costs
22 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
23 if prior written approval has not been obtained from ADMINISTRATOR.

24 18.3 Personal Computer Equipment:

25 No personal computers and/or personal electronic devices, such as
26 tablets and laptop computers, or any component thereof may be purchased with
27 funds provided under this Agreement.

28 18.4 Use of COUNTY Personal Computer Equipment:

1 COUNTY intends to permit CONTRACTOR the use of computer equipment
2 provided by ADMINISTRATOR. Said computer equipment shall be used solely by
3 employees of CONTRACTOR while performing their assigned duties pursuant to
4 this Agreement and shall remain the property of COUNTY. ~~Upon request,~~
5 CONTRACTOR shall enter into a separate computer usage agreement with
6 ADMINISTRATOR, attached hereto as Exhibit B, regarding information security
7 and use of computer equipment provided by ADMINISTRATOR, and will execute all
8 terms and conditions of said agreement upon ADMINISTRATOR's presentation of
9 said document to CONTRACTOR. Upon execution, the terms of the computer usage
10 agreement shall be incorporated into this Agreement. ~~CONTRACTOR shall be~~
11 ~~required to complete information security and computer usage training provided~~
12 ~~by ADMINISTRATOR.~~ CONTRACTOR shall be required to ensure that each of its
13 employees that has access to COUNTY facilities and/or data contained in
14 ADMINISTRATOR's Computer Information System completes information security and
15 computer usage training provided by ADMINISTRATOR, signs and adheres to
16 ADMINISTRATOR's information technology usage policy, and signs and adheres to
17 the required confidentiality agreements from ADMINISTRATOR. Failure to execute
18 the agreement and/or complete training shall result in a breach of this
19 Agreement.

20 19. BREACH SANCTIONS

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

26 19.1 Afford CONTRACTOR a time period within which to cure the breach,
27 which period shall be established by ADMINISTRATOR; and/or

28 19.2 Discontinue reimbursement to CONTRACTOR for and during the period

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

3 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
4 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

7 20. PAYMENTS

8 20.1 Maximum Contractual Obligation:

9 The maximum obligation of COUNTY under this Agreement shall not
10 exceed \$6,312,661-00, or actual allowable costs, whichever is less.

11 20.2 Allowable Costs:

12 During the term of this Agreement, COUNTY shall pay CONTRACTOR
13 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
14 pursuant to this Agreement, as defined in Title 48 CFR Section 31.2 or as
15 approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay
16 CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR
17 for June ~~2015~~ 2016, during the month of such anticipated expenditure.

18 20.3 Contractor's Fees:

19 CONTRACTOR shall be paid \$34,415 ~~\$34,414.81~~ monthly in arrears,
20 for each month or any portion thereof that this Agreement is in effect for a
21 total aggregate of \$412,980 ~~412,977.82~~. CONTRACTOR's Fees are part of and not
22 in addition to the maximum obligation of COUNTY as stated in Subparagraph 20.1
23 above.

24 20.4 Claims:

25 20.4.1 CONTRACTOR shall submit monthly claims to be received by
26 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
27 expenses incurred in the preceding month. In the event the twentieth (20th)
28 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the

1 claim the next business day. COUNTY holidays include New Year's Day, Martin
2 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
3 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
4 Friday after Thanksgiving, and Christmas Day.

5 20.4.2 All claims must be submitted on a form approved by
6 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
7 source documents with the monthly claim, including, inter alia, a monthly
8 statement of services, general ledgers, supporting journals, time sheets,
9 invoices, canceled checks, receipts, and receiving records, some of which may
10 be required to be copied. Source documents that CONTRACTOR must submit shall
11 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
12 shall retain all financial records in accordance with Paragraph 25 (Records,
13 Inspections, and Audits) of this Agreement.

14 20.4.3 Payments should be released by COUNTY within a reasonable
15 time period of approximately thirty (30) days after receipt of a correctly
16 completed claim form and required supporting documentation.

17 20.4.4 Year End and Final Claims:

18 20.4.4.1 CONTRACTOR shall submit a final claim by
19 no later than May 31, 2016 2017. Claims received after May 31st may, at
20 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify
21 the date upon which the final claim must be received, upon written notice to
22 CONTRACTOR.

23 20.4.4.2 The basis for final settlement shall be
24 the actual allowable costs as defined in Title 48 CFR Section 31.2, incurred
25 and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the
26 maximum obligation of COUNTY. In the event that any overpayment has been
27 made, COUNTY may offset the amount of the overpayment against the final
28 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall

1 pay COUNTY all such sums within fifteen (15) business days of notice from
2 COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY
3 in the event an overpayment has been made.

4 20.4.5 Seventy-Five Percent Expenditure Notification:

5 20.4.5.1 CONTRACTOR shall maintain a system of
6 record keeping that will allow CONTRACTOR to determine when it has incurred
7 seventy-five percent (75%) of the total contract authorizations under this
8 Agreement. Upon occurrence of this event, CONTRACTOR shall send written
9 notification to ADMINISTRATOR.

10 21. OVERPAYMENTS

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

24 22. OUTSTANDING DEBT

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

28 23. FINAL REPORT

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

6 24. INDEPENDENT AUDIT

7 24.1 CONTRACTOR shall employ a licensed certified public accountant who
8 shall prepare and file with ADMINISTRATOR, a compliance audit in accordance
9 with the CDSS MPP Section 23-640.2. The audit must be performed in accordance
10 with generally accepted government auditing standards. CONTRACTOR shall
11 cooperate with COUNTY, State and/or Federal agencies to ensure that corrective
12 action is taken within six (6) months after issuance of all audit reports with
13 regard to audit exceptions.

14 24.2 It is mutually understood that CONTRACTOR's organization-wide
15 audit covers fiscal years beginning October 1 and ending September 30.
16 CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit within
17 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
18 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
19 payment under this or any subsequent Agreement with CONTRACTOR until such time
20 as the required audit is provided to ADMINISTRATOR. ADMINISTRATOR may modify
21 CONTRACTOR's audit submission deadline, but not before the organizational-wide
22 audit is filed annually with the Securities and Exchanges Commission, upon
23 notice to CONTRACTOR.

24 25. RECORDS, INSPECTIONS AND AUDITS

25 25.1 Financial Records:

26 25.1.1 CONTRACTOR shall prepare and maintain accurate and
27 complete financial records. Financial records shall be retained, by
28 CONTRACTOR, for a minimum of five (5) years from the date of final payment

1 under this Agreement or until all pending COUNTY, State and Federal audits are
2 completed, whichever is later.

3 25.1.2 CONTRACTOR shall establish and maintain reasonable
4 accounting, internal control and financial reporting standards in conformity
5 with generally accepted accounting principles established by the American
6 Institute of Certified Public Accountants and to the satisfaction of
7 ADMINISTRATOR.

8 25.2 Client Records:

9 25.2.1 CONTRACTOR shall prepare and maintain accurate and
10 complete records of clients served and dates and type of services provided
11 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

12 25.2.2 All client records related to services provided under the
13 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
14 (5) years from the date of final payment under this Agreement or until all
15 pending COUNTY, State and Federal audits are completed, whichever is later.
16 Notwithstanding anything to the contrary, upon termination of this Agreement,
17 CONTRACTOR shall relinquish control with respect to client records to COUNTY
18 in accordance with Subparagraph 42.2.

19 25.2.3 COUNTY may refuse payment for a claim if client records
20 are determined by COUNTY to be incomplete or inaccurate. In the event client
21 records are determined to be incomplete or inaccurate after payment has been
22 made, COUNTY may treat such payment as an overpayment within the provisions of
23 this Agreement.

24 25.3 Public Records:

25 With the exception of client records or other records referenced
26 in Paragraph 31, entitled Confidentiality, all records, including but not
27 limited to, reports, audits, notices, claims, statements and correspondence,
28 required by this Agreement may be subject to public disclosure. COUNTY will

1 not be liable for any such disclosure.

2 25.4 Inspections and Audits:

3 25.4.1 The U.S. Department of Health and Human Services,
4 Comptroller General of the United States, Director of CDSS, State Auditor-
5 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
6 Department, or any of their authorized representatives, shall have access to
7 any books, documents, papers and records, including medical records, of
8 CONTRACTOR which any of them may determine to be pertinent to this Agreement
9 for the purpose of financial monitoring. Further, all the above mentioned
10 persons have the right at all reasonable times to inspect or otherwise
11 evaluate the work performed or being performed under this Agreement and the
12 premises in which it is being performed.

13 25.4.2 CONTRACTOR shall make available its books and financial
14 records within the borders of Orange County within ten (10) days after receipt
15 of written demand by ADMINISTRATOR.

16 25.4.3 In the event CONTRACTOR does not make available its books
17 and financial records within the borders of Orange County, CONTRACTOR agrees
18 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
19 designee, necessary to obtain CONTRACTOR's books and financial records.

20 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
21 liability to the State or Federal government or any agency thereof resulting
22 from any disallowances or other audit exceptions to the extent that such
23 liability is attributable to CONTRACTOR's failure to perform under this
24 Agreement.

25 25.5 Evaluation Studies:

26 25.5.1 CONTRACTOR shall participate as requested by COUNTY in
27 research and/or evaluative studies designed to show the effectiveness and/or
28 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's

1 project.

2 26. PERSONNEL DISCLOSURE

3 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
4 all personnel providing services hereunder, including résumés and job
5 applications. Changes to the list will be immediately provided to
6 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
7 application. The list shall include:

8 26.1.1 Names of all full or part-time personnel by title,
9 including volunteer personnel, whose direct services are required to provide
10 the programs described herein;

11 26.1.2 A brief description of the functions of each position and
12 the hours each person works each week; or for part-time personnel, each day or
13 month, as appropriate;

14 26.1.3 The professional degree, if applicable, and experience
15 required for each position; and

16 26.1.4 The language skill, if applicable, for all personnel.

17 26.2 CONTRACTOR's employment applications shall require applicants to
18 provide detailed information regarding the conviction of a crime by any court,
19 for offenses other than minor traffic offenses. Information not disclosed in
20 the employment application discovered subsequent to the hiring or promotion of
21 any applicant shall be cause for termination of that employee from the
22 performance of services under this Agreement.

23 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
24 COUNTY, criminal record background checks on all employees and/or volunteers
25 who will provide services under this Agreement. Candidates will satisfy
26 background checks consistent with and comparable to those required for COUNTY
27 employees.

28 26.4 CONTRACTOR warrants that all persons employed or otherwise

ATTACHMENT B

1 assigned by CONTRACTOR to provide services under this Agreement have
2 satisfactory past work records and/or reference checks indicating their
3 ability to perform the required duties and accept the kind of responsibility
4 anticipated under this Agreement. CONTRACTOR shall maintain records of
5 background investigations and reference checks undertaken and coordinated by
6 CONTRACTOR for each employee and/or volunteer assigned to provide services
7 under this Agreement for a minimum of five (5) years from the date of final
8 payment under this Agreement or until all pending COUNTY, State and Federal
9 audits are completed, whichever is later, in compliance with all applicable
10 laws.

11 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
12 arrest and/or subsequent conviction, for offenses other than minor traffic
13 offenses, of any paid employee and/or volunteer staff performing services
14 under this Agreement, when such information becomes known to CONTRACTOR.
15 ADMINISTRATOR may determine whether such employee and/or volunteer may
16 continue to provide services under this Agreement and shall provide notice of
17 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
18 with ADMINISTRATOR's decision shall be deemed a material breach of this
19 Agreement, pursuant to Paragraph 19 above.

20 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
21 staff performing work hereunder and any proposed changes in CONTRACTOR's
22 staff.

23 26.7 COUNTY shall have the right to require CONTRACTOR to remove any
24 employee from the performance of services under this Agreement. At the
25 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

26 26.8 CONTRACTOR shall notify COUNTY immediately when staff is
27 terminated for cause from working on this Agreement.

28 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to

1 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
2 work in accordance with the terms and conditions of this Agreement.

3 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

21 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

22 In order to comply with child support enforcement requirements of
23 COUNTY, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days of
24 the award of this Agreement:

- 25 (a) in the case of an individual contractor, his/her name, date of
26 birth, Social Security number, and residence address;
- 27 (b) in the case of a contractor doing business in a form other than as
28 an individual, the name, date of birth, Social Security number,

1 and residence address of each individual who owns an interest of
2 ten percent (10%) or more in the contracting entity;

3 (c) a certification that CONTRACTOR has fully complied with all
4 applicable Federal and State reporting requirements regarding its
5 employees; and

6 (d) a certification that CONTRACTOR has fully complied with all
7 lawfully served Wage and Earnings Assignment Orders and Notices of
8 Assignment, and will continue to so comply.

9 28.1 The failure of CONTRACTOR to timely submit the data or
10 certifications required by subsections (a), (b), (c), or (d), or to comply
11 with all Federal and State employee reporting requirements for child support
12 enforcement or to comply with all lawfully served Wage and Earnings Assignment
13 Orders and Notices of Assignment shall constitute a material breach of this
14 Agreement, and failure to cure such breach within sixty (60) calendar days of
15 notice from COUNTY shall constitute grounds for termination of this Agreement.

16 28.2 It is expressly understood that this data will be transmitted to
17 governmental agencies charged with the establishment and enforcement of child
18 support orders, and for no other purpose.

19 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

20 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
21 ensure that all employees, volunteers, consultants, or agents performing
22 services under this Agreement report child abuse or neglect to one of the
23 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
24 abuse as defined in Section 15610.07 of the WIC to one of the agencies
25 specified in WIC Section 15630. CONTRACTOR shall require such employee,
26 volunteer, consultant or agent to sign a statement acknowledging the child
27 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
28 Penal Code and the dependent adult and elder abuse reporting requirements as

1 set forth in Section 15630 of the WIC and will comply with the provisions of
2 these code sections as they now exist or as they may hereafter be amended.

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

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

9 31. CONFIDENTIALITY

10 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
11 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
12 and all other provisions of law, and regulations promulgated thereunder
13 relating to privacy and confidentiality, as each may now exist or be hereafter
14 amended.

15 31.2 All records and information concerning any and all persons
16 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
17 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
18 volunteers. CONTRACTOR shall require all of its employees, agents,
19 subcontractors and volunteer staff who may provide services for CONTRACTOR
20 under this Agreement to sign an agreement with CONTRACTOR before commencing
21 the provision of any such services, to maintain the confidentiality of any and
22 all materials and information with which they may come into contact, or the
23 identities or any identifying characteristics or information with respect to
24 any and all participants referred to CONTRACTOR by COUNTY, except as may be
25 required to provide services under this Agreement or to those specified in
26 this Agreement as having the capacity to audit CONTRACTOR, and as to the
27 latter, only during such audit. CONTRACTOR shall comply with any audits
28 specified in Paragraph 25, provide reports and any other information required

1 by COUNTY in the administration of this Agreement, and as otherwise permitted
2 by law.

3 31.3 CONTRACTOR shall inform all of its employees, agents,
4 subcontractors, volunteers and partners of this provision and that any person
5 knowingly and intentionally violating the provisions of said State law may be
6 guilty of a crime.

7 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
8 be subject to the confidentiality requirements of this Agreement.

9 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
10 with respect to Juvenile Court matters, in accordance with WIC Section 827,
11 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
12 regarding Confidentiality, as it now exists or may hereafter be amended.

13 31.5.1 No access, disclosure or release of information regarding
14 a child who is the subject of Juvenile Court proceedings shall be permitted
15 except as authorized. If authorization is in doubt, no such information shall
16 be released without the written approval of a Judge of the Juvenile Court.

17 31.5.2 CONTRACTOR must receive prior written approval of the
18 Juvenile Court before allowing any child to be interviewed, photographed or
19 recorded by any publication or organization or to appear on any radio,
20 television or internet broadcast or make any other public appearance. Such
21 approval shall be requested through child's Social Worker.

22 32. COPYRIGHT ACCESS

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

27 33. WAIVER

28 No delay or omission by either party hereto to exercise any right or

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

8 34. PETTY CASH

9 CONTRACTOR is authorized to establish a petty cash fund in an amount not
10 to exceed one thousand dollars (\$1,000) ~~two hundred and fifty dollars (\$250)~~.

11 35. PUBLICITY

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

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

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

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

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. REPORTS

5 37.1 CONTRACTOR shall provide information deemed necessary by
6 ADMINISTRATOR to complete any State-required reports related to the services
7 provided under this Agreement.

8 37.2 CONTRACTOR shall maintain records and submit reports containing
9 such data and information regarding the performance of CONTRACTOR's services,
10 costs or other data relating to this Agreement, as may be requested by
11 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
12 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

13 38. ENERGY EFFICIENCY STANDARDS

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

17 39. ENVIRONMENTAL PROTECTION STANDARDS

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

24 39.1 No facility to be utilized in the performance of the proposed
25 grant has been listed on the EPA List of Violating Facilities;

26 39.2 It will notify COUNTY prior to award of the receipt of any
27 communication from the Director, Office of Federal Activities, U.S. EPA,
28 indicating that a facility to be utilized for the grant is under consideration

1 to be listed on the EPA List of Violating Facilities; and

2 39.3 It will notify COUNTY and EPA about any known violation of the
3 above laws and regulations.

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

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

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

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

20 1) No Federal appropriated funds have been paid or will
21 be paid to any person for influencing or attempting to influence an officer or
22 employee of any agency, a Member of Congress, an officer or employee of
23 Congress, or an employee of a Member of Congress on his or her behalf in
24 connection with the awarding of any Federal contract, the making of any
25 Federal grant, the making of any Federal loan, the entering into of any
26 cooperative agreement, and the extension, continuation, renewal, amendment or
27 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 41. 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 42. TERMINATION PROVISIONS

24 42.1 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

1 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
2 all further obligations under this Agreement.

3 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to
4 cooperate with ADMINISTRATOR in the orderly transfer of service
5 responsibilities, active case records, and pertinent documents.

6 42.3 The obligations of COUNTY under this Agreement are contingent upon
7 the availability of Federal and/or State funds, as applicable, for the
8 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
9 for the services hereunder in the budget approved by the Orange County Board
10 of Supervisors each fiscal year this Agreement remains in effect or operation.
11 In the event that such funding is terminated or reduced, ADMINISTRATOR may
12 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
13 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
14 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
15 notification of such determination. CONTRACTOR shall immediately comply with
16 ADMINISTRATOR's decision.

17 42.4 If any provision of this Agreement or the application thereof is
18 held invalid, the remainder of this Agreement shall not be affected thereby.

19 43. GOVERNING LAW AND VENUE

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

1 44. 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 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

WHEREFORE, the parties hereto have executed this Agreement.

By: _____
ADAM C. POLATNICK
VICE PRESIDENT
AND ASSISTANT GENERAL COUNSEL
MAXIMUS HUMAN SERVICES, INC.

By: _____
COUNTY OF ORANGE
CHAIR OF THE BOARD
OF SUPERVISORS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

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

SUSAN NOVAK ROBIN STIELER
Clerk of the Board of Supervisors Interim Clerk of the Board
Orange County, California County of Orange, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

MAXIMUS HUMAN SERVICES, INC.

A SUBSIDIARY OF MAXIMUS, INC.

FOR THE PROVISION OF CASE MANAGEMENT SERVICES

1. PROGRAM GOALS OBJECTIVE

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

2. POPULATION TO BE SERVED

CONTRACTOR shall:

2.1 Provide services to Welfare-to-Work (WTW) Participants referred by ADMINISTRATOR to CONTRACTOR for Case Management Services, in accordance with CalWORKs/WTW program requirements and COUNTY Policy. Referred individuals include Participants receiving CalWORKs aid payments, or non-aided adults with an aided CalWORKs child.

2.1.1 Referred individuals will not include CalWORKs timed-out adults, minor-parents who are not head of household, undocumented non-citizen adults, Supplemental Security Income (SSI) recipients, and other adults as defined by ADMINISTRATOR.

ATTACHMENT B

2.2 Work with and motivate difficult to place Participants who have multiple barriers, which may include a resistance to program participation.

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

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

2.5 Provide services in the North and West Regions of Orange County as described below:

2.5.1 North Orange County Service Area (CalWORKs/WTW North Region): The geographical service area, which may be subject to change, comprised of the following cities or unincorporated areas:

Anaheim	Featherly Park	Orange
Atwood	Fullerton	Placentia
Brea	La Habra	Villa Park
Buena Park	La Palma	Yorba Linda
El Modena	Modjeska Canyon	

2.5.2 West Orange County Service Area (CalWORKs/WTW West Region): The geographical service area, which may be subject to change, comprised of the following cities or unincorporated areas:

Cypress	Los Alamitos	Stanton
Fountain Valley	Midway City	Sunset Beach
Garden Grove	Rossmoor	Surfside

Huntington Beach

Seal Beach

Westminster

3. DEFINITIONS

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

3.2 All Other Families: An Assistance Unit that includes one (1) or two (2) aided parent(s) or caretaker(s), and does not meet the definition of a Two-Parent Family or Zero-Parent Family.

3.3 Assistance Unit (AU): A family that has been determined eligible for CalWORKs.

3.4 Barriers to Employment: Circumstances that interfere with WTW participation, employment, or Job Services as defined in Subparagraph 4.7.4 below.

3.5 Behavioral Health Services (BHS): Services provided by Orange County Health Care Agency (HCA) staff for Participants in need of treatment for mental health and/or substance abuse issues which pose barriers to employment.

~~3.6 Business Days: Monday through Friday from 7:00 a.m. to 5:00 p.m. except COUNTY holidays as established by the Orange County Board of Supervisors.~~

3.7 CalWIN: ADMINISTRATOR's electronic data system that records Participant activities and progress, payments for Supportive Services, and CalWORKs eligibility determination.

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

3.9 CalWORKs (Federal) Activities: WTW Activities outside of the CalWORKs (State) WTW 24-Month Time Clock that meet Federal work requirements and must conform to federal core and non-core hourly requirements as described in WIC Sections 11322.8(b) and 11322.85(a)(3).

ATTACHMENT B

1 3.10 CalWORKs (State) Activities: The full range of CalWORKs WTW
2 activities during the CalWORKs (State) WTW 24-Month Time Clock with no core
3 hourly requirement.

4 3.11 CalWORKs (State) WTW 24-Month Time Clock: A period of WTW
5 eligibility applicable to all individuals who are required to participate in
6 the CalWORKs/WTW program pursuant to State regulations. Months that count are
7 cumulative during an individual's lifetime on CalWORKs assistance.

8 3.12 CalWORKs/WTW Case Manager (CM): An employee of ADMINISTRATOR or
9 CONTRACTOR who provides case management services to program Participants.

10 3.13 Case Management Staff: Employees of CONTRACTOR in the Case
11 Manager or Lead Case Manager classification.

12 3.14 Caseload: The number of cases assigned to a CM.

13 3.15 Cause Determination: A process conducted between the Participant
14 and the CM, to determine if a noncompliant Participant has good cause for
15 failing or refusing to meet program requirements.

16 3.16 Child-Only Family: A CalWORKs AU in which all parents or
17 caretaker relatives are non-aided and excluded or ineligible to CalWORKs.

18 3.17 Compliance Plan: A written plan developed by the CM during Cause
19 Determination, to correct Participant noncompliance with CalWORKs/WTW program
20 requirements.

21 3.18 Core WTW Activities: Employment based activities described in WIC
22 sections 11322.8(b) and 11322.85(a) (3). The following are the minimum number
23 of hours a participant, depending on family composition, must spend each week
24 participating in Core WTW Activities. Of the required weekly participation
25 hours:

26 3.18.1 At least a minimum average of twenty (20) hours for single
27 parents with a child under six (6) years old;

28 3.18.2 A minimum average of thirty (30) hours for single parents

1 with no child under six (6) years old; or

2 3.18.3 A minimum average of thirty-five (35) hours for a Two-
3 Parent AU.

4 3.19 COUNTY Policy: Orange County CalWORKs/WTW Policies and Procedures
5 100 Series through 600 Series, and any other direction or instructions
6 provided in writing by ADMINISTRATOR, including, but not limited to, emails
7 and FSS Program Summaries as defined in Subparagraph 3.26 of Exhibit A.

8 3.20 Domestic Abuse Services Unit (DASU): Designated COUNTY staff, who
9 provide domestic abuse services to CalWORKs clients.

10 3.21 Earned Income Tax Credit: A tax credit for employed individuals
11 who have earned income under specified limits as outlined in the Department of
12 the Treasury, Internal Revenue Service, Publication 596.

13 3.22 Employment Support Services: Services provided to Participants to
14 increase the likelihood of securing employment, retaining employment, and
15 increasing income, thereby reducing assistance payments and recidivism, while
16 promoting family stability and economic self-sufficiency.

17 3.23 Engagement: The process of ensuring a Participant has a signed WTW
18 Plan and is assigned to appropriate WTW Activities.

19 3.24 Exemption: When a CalWORKs recipient is not required to
20 participate in the WTW program due to certain conditions(s) or
21 circumstance(s).

22 3.25 Family Stabilization: Services designed to ensure a basic level of
23 stability within a family prior to, or concurrently with, participation in WTW
24 Activities, with the goal of increasing client success in light of the
25 CalWORKs (State) WTW 24-Month Time Clock.

26 3.26 FSS Program Summary (ies): Monthly summary of updates, reminders,
27 clarifications, and/or new information that may replace or enhance program,
28 operational and computer information systems policies, procedures and/or

1 guidelines.

2 3.27 Full-Time Employed: A Participant in All Other Families who works
3 or is self-employed ~~at least~~ a minimum average of twenty (20) hours ~~averaged~~
4 weekly for single parents with a child under six (6) years old, a minimum
5 average of thirty (30) hours ~~averaged~~ weekly for single parents with no child
6 under six (6) years old, or a Participant in Two-Parent Families who works or
7 is self-employed ~~at least~~ a minimum average of thirty-five (35) hours ~~averaged~~
8 weekly.

9 3.28 Imaged Case Record: An electronic copy of the scanned case record.

10 3.29 Job Placement: Employment of a Participant who is earning at least
11 minimum wage, as referenced in COUNTY Policy.

12 3.30 Manual of Policies and Procedures (MPP): The California Department
13 of Social Services (CDSS) Manual of Policies and Procedures that outlines
14 requirements for the administration of CalWORKs/WTW and other assistance-
15 related programs.

16 3.31 Multi-Disciplinary Team (MDT): A team of individuals with diverse
17 expertise that meets to review case and family elements to optimize the WTW
18 Activities. MDT members may consist of the following: CM, Facilitator, BHS
19 staff, Public Health Nurse, educational providers, designated COUNTY staff,
20 DASU staff, ADMINISTRATOR's Children and Family Services Division (CFS) Senior
21 Social Worker, and all other relevant individuals per COUNTY Policy and/or as
22 approved by ADMINISTRATOR.

23 3.32 Mutual Client: A client who has both an open or pending CalWORKs
24 case and an open or pending CFS case.

25 3.33 Narrative: A record of contacts with the Participant and others.
26 The record may include, among other information, component activities, pending
27 and/or authorized Supportive Services, language needs, and cause
28 determinations.

ATTACHMENT B

1 3.34 Noncompliance: A failure or refusal by the Participant to comply
2 with WTW program requirements, or to meet satisfactory progress requirements,
3 without good cause.

4 3.35 Non-core WTW Activities: Non-core WTW activities are education
5 and self-improvement based, as described in WIC Sections 11322.8(b) and
6 11322.85(a) (3). The Participant may supplement Core WTW Activities with Non-
7 core WTW Activities for the additional number of hours needed to meet
8 participation requirements specified in Subparagraph 6.2.3 of this Exhibit A.

9 3.36 Notice of Action: A written notice sent to CalWORKs recipients
10 when there is an approval, change, discontinuance, or denial of request for
11 services or benefits.

12 3.37 One-Stop Career Centers: Employment-based facilities which
13 integrate community based service providers into single workforce centers, in
14 which COUNTY participates, which provide comprehensive career services and
15 labor market information to Participants seeking jobs under various Federal
16 and State funded programs. The centers are established statewide under S.B.
17 1417 (Chapter 819, Statutes of 1994), to implement a collaborative system of
18 employment, training and education programs and services, in support of
19 California's economic development.

20 3.38 Orange County CalWORKs Plan: A list of major program goals and
21 objectives; and a description of major program elements which contribute to
22 those goals and objectives.

23 3.39 Orientation: Presentation informing applicants about the CalWORKs
24 and WTW Programs, benefits and responsibilities, Supportive Services and
25 transitional benefits.

26 3.40 Participant: An individual who is required to participate, or has
27 voluntarily enrolled, in the CalWORKs/WTW program pursuant to State
28 regulations.

1 3.41 Participation Rates: Percentage of CONTRACTOR's caseload that
2 meets the minimum participation requirements as established by the Orange
3 COUNTY CalWORKs Plan. Until validated report data is available from
4 ADMINISTRATOR's computer information system, a statistically representative
5 random sample of CONTRACTOR's caseload will be used to complete manual case
6 reviews to determine CONTRACTOR's participation rate. It is mutually
7 understood that the State requires COUNTY to conduct a review of cases to
8 determine COUNTY's participation rate, and that the State determines which
9 cases will be included in this review. Any cases assigned to CONTRACTOR that
10 are included in the review directed by the State will be included as a subset
11 of the sample of CONTRACTOR's cases.

12 3.42 Recipient: An individual who is receiving CalWORKs cash aid
13 payments.

14 3.43 Refugees: Persons as defined in 8 USC 1101 (a) (42) (A). A
15 refugee is a "person who is outside any country of such person's nationality
16 or, in the case of a person having no nationality, is outside any country in
17 which such persons habitually resided, and who is unable or unwilling to
18 return to, and is unable or unwilling to avail himself or herself of the
19 protection of, that country because of persecution or a well-founded fear of
20 persecution on account of race, religion, nationality, membership of a
21 particular social group, or political opinion." Refugees must be at least
22 eighteen (18) years of age and not full-time students in primary or secondary
23 schools.

24 3.44 Rights and Responsibilities: A form that includes an explanation
25 of CalWORKs/WTW program Participant reporting responsibilities, and the
26 Participant's right to a fair hearing if he/she is dissatisfied with any
27 decision by COUNTY or CONTRACTOR concerning eligibility for benefits, amount
28 of benefits, or entitlement to services, including employment services.

ATTACHMENT B

1 3.45 Sanction: A penalty consisting of a reduction in the AU grant by
2 removing a noncompliant Participant from the AU. A sanction is imposed when
3 the Participant fails or refuses, without good cause, to sign a WTW plan or
4 participate in assigned WTW Activities.

5 3.46 Self-Initiated Program (SIP): An education or training program in
6 which the Participant has enrolled before or at the time he/she is initially
7 required to participate in WTW Activities and prior to the Appraisal process,
8 as defined in Subparagraph 4.4 of Exhibit A.

9 3.47 Senior Social Worker (SSW): An employee of ADMINISTRATOR who is
10 responsible for an assigned caseload in CFS and/or ADMINISTRATOR's Family
11 Self-Sufficiency Division (FSS).

12 3.48 Subsidized Employment: Employment in which a portion of the wage
13 is paid through a government subsidy.

14 3.49 Supportive Services: Payments provided to or on behalf of
15 Participants for ancillary, child care, and transportation expenses.

16 3.50 Team Decision Making (TDM): A team of individuals with diverse
17 expertise that meets when requested by Children and Family Services CFS staff.
18 The goal of TDM is to involve family and community members, along with
19 caregivers, service providers and agency staff in all decisions regarding
20 child removal, placement and reunification, and to ensure a network of support
21 for children and the adults who care for them.

22 3.51 Temporary Assistance for Needy Families (TANF): A Federal public
23 assistance program known as CalWORKs in California, under which needy families
24 receive financial assistance.

25 3.52 Two-Parent Family: An AU that includes two (2) aided non-disabled,
26 natural or adoptive parents of the same aided or Supplemental Security
27 Income/State Supplementary Program (SSI/SSP) minor child living in the home.

28 3.53 Unsubsidized Employment: Employment without government subsidy.

1 3.54 Vocational Assessment: An evaluation of employability and the need
2 for support services considering work history, employment skills, knowledge
3 and abilities, education, educational competency level, local labor market
4 conditions, physical limitations, or mental conditions. Vocational
5 Assessments are conducted through another COUNTY contracted service provider.

6 3.55 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act
7 which requires non-exempt parents or caretakers in families on CalWORKs
8 assistance to meet work requirements by participating in WTW Activities, with
9 a goal of unsubsidized employment leading to self-sufficiency.

10 3.56 WTW Activities: Allowable activities to which the Participant may
11 be assigned as specified in the WIC and the Orange County CalWORKs Plan.

12 3.57 WTW Plan: An agreement developed by the CM and Participant that
13 specifies which activities the Participant shall engage in, and the Supportive
14 Services to be provided that support participation in the assigned activities.

15 3.58 Work Participation Hours: The number of hours per week a
16 Participant is required to engage in WTW Activities, based on State
17 requirements.

18 3.59 Workforce Investment Act (WIA)/Workforce Innovation and
19 Opportunity Act (WIOA): The Federal WIA of 1998 provides the framework for a
20 national workforce preparation and employment system. Title I of WIA
21 authorizes and funds a number of employment and training programs in
22 California. Workforce investment activities authorized by WIA are provided at
23 the local level via One-Stop Career Centers, to Participants in need of those
24 services. These Participants may include job seekers, dislocated workers,
25 youth, incumbent workers, new entrants to the workforce, veterans, persons
26 with disabilities, and employers. The WIA's primary purpose is to provide
27 workforce investment activities that increase the employment, retention, and
28 earnings of Participants, and increase occupational skill attainment by

1 Participants. WIA programs were reauthorized by the enactment of the Federal
2 Workforce Innovation and Opportunity Act on July 22, 2014.

3 3.60 Zero Parent Family: A CalWORKs AU in which all parents/caretaker
4 relatives are non-aided and/or ineligible.

5 4. SERVICE DELIVERY MODEL

6 CONTRACTOR shall provide Case Management Services, as defined in
7 Subparagraph 5.2 of this Exhibit A, directly, in accordance with all
8 CalWORKs/WTW regulations, California legislation, and COUNTY Policy.
9 CONTRACTOR shall provide services in the following sequence:

10 4.1 Orientation

11 Group Orientations shall be provided by another COUNTY contracted
12 service provider. CONTRACTOR shall provide an Orientation to Participants on
13 an individual basis, as needed. The Orientation shall consist of an overview
14 of CalWORKs and WTW Programs, including benefits, responsibilities, Supportive
15 Services, and transitional benefits, per COUNTY Policy.

16 4.2 Appraisal

17 CONTRACTOR shall conduct an individualized interview with the
18 Participant to evaluate his/her skills, work history, education, and barriers
19 to employment, to appropriately assign WTW Activities and arrange necessary
20 Supportive Services. Participants who are required to participate in WTW are
21 also required to participate in approved activities as specified in
22 Subparagraph ~~6.2.3~~ 4.7 of Exhibit A.

23 4.3 Job Services

24 4.3.1 CONTRACTOR shall assign Participants to Job Services per
25 COUNTY Policy. Job Services is provided by a COUNTY contracted service
26 provider and is typically the first WTW Activity for most Participants.

27 4.3.2 Exceptions include, but are not limited to:

28 4.3.2.1 Participants employed the required number

1 of hours as set forth in Subparagraph 6.2.3 of Exhibit A:

2 4.3.2.2 Participants in the Cal-Learn Program as
3 defined in COUNTY Policy;

4 4.3.2.3 Victims of domestic abuse;

5 4.3.2.4 Participants in a Self-Initiated Program
6 (SIP).

7 4.3.2.5 Participants referred to special programs,
8 such as those offered by the State of California Department of Rehabilitation.

9 4.4 Self-Initiated Programs

10 4.4.1 SIP Participants will be referred to the CM to develop a
11 WTW Plan, as described in Subparagraph 4.6 of Exhibit A. CONTRACTOR shall
12 review each education or training program in which a Participant was enrolled
13 prior to the date of Appraisal, as defined in Subparagraph 4.2 of Exhibit A.

14 4.4.1.1 CONTRACTOR, with ADMINISTRATOR's approval
15 when appropriate, shall:

16 4.4.1.1.1 Approve or deny the SIP according
17 to WTW Program requirements.

18 4.4.1.1.2 Monitor the required number of
19 hours as set forth in Subparagraph 4.4.2 of Exhibit A.

20 4.4.1.1.3 Monitor attendance of
21 Participants, satisfactory progress in their approved SIPs, and ensure their
22 rapid transition to employment when they have completed those programs.

23 4.4.2 CONTRACTOR shall ensure Participants enrolled in an
24 education/training program resulting in less than the required number of
25 weekly hours per Subparagraph 6.2.3 of Exhibit A, are participating in
26 concurrent WTW Activities which, when combined with the education/training
27 program, result in the required number of weekly hours per Subparagraph 6.2.3
28 of Exhibit A.

1 4.4.3 CONTRACTOR shall ensure that in a two (2)-parent
2 household, consisting of two (2) SIPs, both parents are participating in WTW
3 Activities according to COUNTY Policy.

4 4.4.4 CONTRACTOR shall use the vocational goal in lieu of the
5 Vocational Assessment in developing the WTW Plan. Participants enrolled in a
6 SIP ~~will~~ may not have received a Vocational Assessment as described in
7 Subparagraph 4.5 of Exhibit A.

8 4.5 Vocational Assessment and Learning Disability Evaluation

9 4.5.1 CONTRACTOR shall refer Participant(s) to Vocational
10 Assessment per COUNTY Policy. Assessments are conducted by another COUNTY
11 contracted service provider. A Vocational Assessment is not completed for
12 individuals who are fully employed and/or SIP participants.

13 4.5.2 CONTRACTOR shall refer Participant(s) for a Learning
14 Disability Evaluation (LDE) when the CM administers a learning disability
15 screening that results in evidence of a learning disability.

16 4.5.2.1 The WTW Plan shall include appropriate
17 accommodations for an identified learning disability (ies); CONTRACTOR shall
18 take into account the agreement and cooperation of the Participant.

19 4.6 Welfare-To-Work Plan

20 CONTRACTOR shall develop a WTW Plan with Participants required to
21 participate in WTW Activities in accordance with COUNTY Policy. Participant's
22 individual needs and employment goal shall determine the type of services and
23 order in which they are offered. WTW Activities shall be selected from the
24 approved activities listed in Subparagraph 4.7 of Exhibit A. The WTW Plan
25 shall include the allowable WTW Activities for the required number of hours to
26 move the Participant into employment, per Subparagraph 6.2.3 of Exhibit A.
27 Concurrent WTW Activities may be needed to meet required participation hours.

28 4.6.1 CONTRACTOR shall:

1 4.6.1.1 Initiate monitoring Participant's
2 compliance in WTW Activities immediately upon transfer of the case to
3 CONTRACTOR.

4 4.6.1.2 Complete a written WTW Plan, signed by the
5 Participant, within specified timeframes, in accordance with COUNTY Policy.

6 4.6.1.3 Engage in timely, appropriate, and ongoing
7 communication with designated COUNTY staff, provide designated COUNTY staff
8 with a copy of the signed WTW Plan, review the WTW Plan with designated COUNTY
9 staff, notify designated COUNTY staff of any changes or problems, and request
10 assistance as needed.

11 4.7 WTW Activities

12 CONTRACTOR shall refer Participants to WTW Activities per COUNTY
13 Policy. Participants who are required to participate in WTW are also required
14 to participate continuously per COUNTY Policy. Failure of a Participant to
15 comply with WTW Program requirements may result in a reduction or loss of
16 CalWORKs benefits. Core activities for CalWORKs (Federal) Activities outside
17 of the CalWORKs (State) WTW 24-Month Time Clock are employment based. Non-
18 core activities for CalWORKs (Federal) Activities outside of the CalWORKs
19 (State) WTW 24-Month Time Clock are based on education and self-improvement.
20 CONTRACTOR shall assign the required number of hours of core and non-core
21 activities per COUNTY Policy. WTW Activities are offered to ensure
22 Participants' access to services that will facilitate and expedite their
23 ability to become self-sufficient. Allowable WTW Activities include:

24 4.7.1 Adult Basic Education

25 Adult Basic Education is provided by local public
26 educational agencies such as adult education programs, community colleges, and
27 the Regional Occupational Program (ROP). These services include reading,
28 writing, arithmetic, high school proficiency or General Educational

1 Development (GED) certificate of instruction, and English-as-a-Second-Language
2 (ESL). Adult Basic Education is typically not a stand-alone activity and
3 should be assigned in conjunction with another approved activity or
4 activities, with the noted exceptions of recommendation from the Vocational
5 Assessment to address language barriers or for WTW exempt or volunteer
6 Participants.

7 4.7.2 Community Service

8 Community Service is a training activity that is temporary
9 and transitional, and performed in the public or private non-profit sector
10 under close supervision. This activity provides Participants with job skills
11 that can lead to employment while also meeting a community need.

12 4.7.3 Employment

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

17 4.7.4 Job Services

18 Job Services are provided in accordance with Subparagraph
19 4.3 of Exhibit A.

20 4.7.5 HCA Behavioral Health Services (BHS)

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

27 4.7.5.1 Services provided by HCA include:

1 4.7.5.1.1 Evaluation to identify the level
2 of Participant's mental health, treatment, and rehabilitation needs;

3 4.7.5.1.2 Case Management of mental health
4 or substance abuse services; and

5 4.7.5.1.3 Treatment and rehabilitation
6 services with a focus on counseling to overcome barriers to obtaining and
7 retaining employment in coordination with a Participant's WTW Plan.

8 4.7.5.2 Hours spent in mental health and/or
9 substance abuse treatment activities, assigned as part of the Participant's
10 WTW Plan, shall count towards hourly participation requirements as set forth
11 in Subparagraph 6.2.3 of Exhibit A.

12 4.7.6 Domestic Abuse Services

13 CONTRACTOR shall offer a referral to DASU if domestic
14 abuse is suspected, or if a Participant self-discloses that she/he is a victim
15 of domestic abuse. WTW Activities are assigned, on a case-by-case basis,
16 according to the level of assessed risk and other pertinent case information,
17 including the individual's employment history, prospects for obtaining
18 employment, housing stability, and adequacy of child care arrangements.

19 4.7.7 Family Stabilization

20 CONTRACTOR shall offer a referral to designated COUNTY
21 staff for Family Stabilization services for an evaluation when a Participant
22 presents with a crisis or destabilizing situation that impairs the
23 Participant's ability to participate in WTW Activities. Services will include,
24 but not be limited to, homelessness, mental health, substance abuse, and
25 domestic violence.

26 4.7.8 On-the-Job Training (OJT)

27 OJT is subsidized employment in which a Participant
28 receives job skills training from a public or private sector employer. At the

1 end of this training, it is expected that the employer will retain the
2 Participant.

3 4.7.9 Vocational Training and Education

4 Vocational Training and Education is provided by various
5 community partners and includes training in specific job skills combining
6 classroom theory with practical laboratory exercises. This activity is
7 allowable as a core WTW activity for CalWORKs (Federal) activities outside of
8 the CalWORKs (State) WTW 24-Month Time Clock with time limits according to
9 CalWORKs regulations. Participants are responsible for providing
10 documentation of satisfactory progress from the Vocational Education or
11 Training provider.

12 4.7.10 Work Experience

13 Work Experience is a WTW Activity with a public or private
14 nonprofit agency or for-profit employer which provides the Participant with
15 basic job skills, enhances existing job skills in a position related to the
16 Participant's experience, or provides a needed community service that will
17 lead to employment.

18 4.7.11 Work Study

19 Work Study may be available to qualified students at local
20 community colleges and universities. This activity is used primarily to
21 supplement participation hours spent in Vocational Training and Education
22 activities, especially for Participants in SIPs.

23 4.7.12 Other Activities

24 Activities deemed necessary to assist the Participant in
25 obtaining and/or maintaining employment, which include, but are not limited
26 to, WTW bridging activities, literacy programs, child abuse prevention
27 services, parenting skills training, mentoring services, and parental
28 participation required by a school to ensure a child's attendance. Any

1 activity falling under this classification shall be approved in advance by
2 ADMINISTRATOR.

3 CONTRACTOR shall assign Participants to Interim Job Search
4 (IJS) or other appropriate activities, if the assigned WTW Activity(s) is not
5 immediately available, and will not start for seven (7) calendar days or more,
6 until the planned activity is available. IJS is intended to be short-term,
7 pending the start of another activity or employment.

8 4.8 Reappraisal

9 After completion of WTW Activities, if the Participant has not
10 obtained unsubsidized employment, CONTRACTOR shall conduct a Reappraisal and
11 develop a new WTW Plan in accordance with Subparagraph 4.6 of Exhibit A. The
12 Reappraisal shall evaluate whether there are extenuating circumstances that
13 prevent the Participant from obtaining employment within the local labor
14 market area.

15 5. PROVISION OF SERVICES

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

22 5.1 Principles

23 CONTRACTOR shall:

24 5.1.1 Identify barriers relating to mental health and/or
25 substance abuse issues and provide Participants the appropriate referral;

26 5.1.2 Ensure Participants with a limited English vocabulary are
27 placed in an environment that will facilitate their development of the English
28 language;

1 5.1.3 Refer Participants to needed services and follow-up to
2 ensure that the referral was successful;

3 5.1.4 Maximize opportunities to provide integrated, coordinated
4 and easily accessible resources for Participants;

5 5.1.5 Identify/Provide family-friendly and family-centered
6 services;

7 5.1.6 Identify/Provide community-based and integrated services
8 that coordinate Federal, State and community funding opportunities;

9 5.1.7 Identify Participant's strengths, utilizing motivational
10 and strength-based techniques; and

11 5.1.8 Ensure services are outcome-driven and identify indicators
12 that accurately reflect progress towards contract deliverables as set forth in
13 Subparagraph 7.1 of Exhibit A.

14 5.2 Case Management Services

15 CM(s) shall:

16 5.2.1 Work directly with Participant(s) to identify the
17 Participant's education, work experience, and vocational skills.

18 5.2.2 Determine the appropriate means for the Participant to
19 obtain employment.

20 5.2.3 Assist Participants in obtaining employment and removing
21 barriers that may prevent them from achieving or maintaining economic self-
22 sufficiency.

23 5.2.4 Identify/Utilize services to assist Participants in
24 overcoming barriers to self-sufficiency, in addition to those offered by other
25 service providers, community-based organizations or faith-based organizations
26 to which CONTRACTOR may refer the Participant. Services may include, but are
27 not limited to the following:

28 5.2.4.1 Workforce Investment Boards (WIB)

1 Job training programs offered under the
2 Workforce Investment Act as described in Subparagraph 3.59 of Exhibit A.
3 COUNTY, the City of Santa Ana, and the City of Anaheim WIBs currently
4 administer these programs.

5 5.2.4.2 Job Fairs

6 ~~Organized events held to increase the~~
7 ~~Participant's likelihood of obtaining employment.~~

8 5.2.4.3 Community Colleges, Adult Education and
9 Regional Occupational Programs

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

13 5.2.5 Develop a WTW Plan with Participants;

14 5.2.6 Ascertain that Supportive Services are in place in
15 accordance with Subparagraph ~~5.6~~ 5.5 of Exhibit A;

16 5.2.7 Provide efficient and prompt service to Participants, as
17 specified in Subparagraphs 5.3.7 and 5.3.9 of Exhibit A;

18 5.2.8 Identify barriers to employment and evaluate the need for
19 referrals to other service providers;

20 5.2.9 Provide job placement services;

21 5.2.10 Make referrals to local service providers to obtain job
22 placement services;

23 5.2.11 Monitor and document the Participant's attendance and
24 progress per COUNTY Policy.

25 5.2.12 Enter and maintain accurate information into CalWIN,
26 including Participants' hours of participation;

27 5.2.13 Ensure Participant is engaged in WTW Activities as
28 specified in Subparagraph 4.7 of Exhibit A;

ATTACHMENT B

1 5.2.14 Be cognizant of CalWORKs eligibility requirements,
2 including school attendance and immunization requirements for the
3 Participant's children;

4 5.2.15 Conduct home visits as necessary to ensure success of the
5 Participant's WTW Plan;

6 5.2.16 Utilize case management and outreach to engage
7 noncompliant or sanctioned Participants per COUNTY Policy;

8 5.2.17 Facilitate and/or participate in outreach activities that
9 the Participant and his/her family may benefit from;

10 5.2.18 Identify Mutual Clients with the CFS Division of SSA,
11 participate in Multidisciplinary Team (MDT) meetings and/or Team Decision
12 Making (TDM) meetings, communicate with the CFS Senior Social Worker (SSW),
13 and develop a coordinated service plan;

14 5.2.19 Initiate, coordinate, and/or attend MDT meetings to
15 address client WTW participation and cooperation, and assist with any family
16 needs that impede participation in WTW Activities.

17 5.2.20 Attend TDM meetings and provide services as requested by
18 CFS. The focus of the TDM meeting is to preserve the family and provide for
19 the child's safety and well-being. The goal of CFS TDM Meetings is to involve
20 family and community members, along with caregivers, service providers and
21 Agency staff in decisions regarding CFS issues such as child removal,
22 placement and reunification, and to ensure a network of support for vulnerable
23 children and the adults who care for them.

24 5.2.21 Attend all mandated trainings/meetings as requested by
25 ADMINISTRATOR;

26 5.2.22 Comply with all new Federal and/or State regulations
27 impacting the services provided under this Agreement; and

28 5.2.23 Track, monitor, and document the Participant's CalWORKs

(State) WTW 24-Month Time Clock per COUNTY Policy.

5.3 Communication

5.3.1 Ongoing Case Management Services

CONTRACTOR shall communicate with ADMINISTRATOR and service providers as needed and per COUNTY Policy. Frequency of communication will depend on the individual case and specific service needs and/or plan.

CONTRACTOR shall:

5.3.2 Complete follow-up communication within seven (7) working days after the initial referral to a service provider, to ensure the referral was successful.

5.3.3 Document written and verbal communication per COUNTY Policy.

5.3.4 Provide written communication to share case information or changes in a timely manner.

5.3.5 Maintain regular contact with all Participants per COUNTY Policy.

5.3.6 Ensure all contacts motivate and counsel Participants in the benefits of ongoing participation in WTW Activities and economic self-sufficiency.

5.3.6.1 Contacts include, but are not limited to:

5.3.6.1.1 Face-to-face at CONTRACTOR's office,

5.3.6.1.2 Home/site visits with Participants,

5.3.6.1.3 Letters/correspondence,

5.3.6.1.4 Telephone contact,

5.3.6.1.5 Gathering information needed to confirm WTW participation,

1 5.3.6.1.6 Inquiring as to needs, and/or
2 5.3.6.1.7 Addressing and resolving
3 identified Participant issues.

4 5.3.7 Initial Contact with Participants

5 CONTRACTOR shall schedule an initial face-to-face interview
6 with the Participant within ten (10) calendar days of receipt of the case from
7 ADMINISTRATOR. CONTRACTOR shall conduct this initial interview within thirty
8 (30) calendar days of receipt of the case from ADMINISTRATOR. If the
9 Participant is working full-time or enrolled in an education or training
10 program, CONTRACTOR shall schedule an interview time and place that does not
11 interfere with the Participant's activity.

12 5.3.8 CONTRACTOR shall provide services during the initial
13 interview which include but are not limited to the following:

14 5.3.8.1 Motivation and encouragement to facilitate
15 WTW participation that will result in employment and self-sufficiency;

16 5.3.8.2 Evaluation of the Participant's monthly
17 budget, and assistance to prepare one, if appropriate;

18 5.3.8.3 Information regarding the Participant's
19 rights and responsibilities, including good cause, compliance, grievance, and
20 appeals processes;

21 5.3.8.4 Information regarding the effects of
22 employment on the Participant's CalWORKs grant, CalFresh, and Medi-Cal
23 benefits per COUNTY Policy;

24 5.3.8.5 A discussion of job progression to assist
25 the Participant in understanding that his/her first job may not be ideal but
26 can be a stepping stone to a better job;

27 5.3.8.6 An evaluation of the Participant's need
28 for Supportive Services that will assist and/or enhance his/her ability to

1 obtain and retain employment, and an explanation of available Supportive
2 Services; and

3 5.3.8.7 A discussion of the CalWORKs (State) WTW
4 24-Month Time Clock per COUNTY Policy.

5 5.3.9 Frequency of Contacts

6 Monthly contact shall be made on every case to build
7 rapport and monitor required participation per COUNTY Policy.

8 5.4 Development of the Welfare-to-Work Plan

9 5.4.1 CONTRACTOR shall work with each Participant to develop and
10 document an employment goal and WTW Plan per COUNTY Policy. Activities in the
11 WTW Plan shall not interfere with obligations, such as mandated counseling,
12 court appearances, or CFS requirements, and shall be practical and achievable
13 by the Participant. CONTRACTOR shall coordinate development of the WTW Plan
14 with CFS in situations where the Participant is a Mutual Client. Time spent
15 at court-mandated appearances or CFS activities shall count toward hourly
16 participation requirements as set forth in Subparagraph 6.2.3 of Exhibit A.

17 5.4.2 CONTRACTOR shall develop the WTW Plan to include
18 participation requirements per COUNTY Policy. Participation requirements may
19 be modified pursuant to changes in CalWORKs WTW regulations. Current
20 participation requirements are as defined in Subparagraph 6.2.3 of Exhibit A.

21 5.4.3 The WTW Plan shall be developed in collaboration with the
22 Participant, and consider and evaluate the following:

- 23 5.4.3.1 Vocational Assessment results;
- 24 5.4.3.2 Utilization of family strengths;
- 25 5.4.3.3 Skills and abilities;
- 26 5.4.3.4 Educational background;
- 27 5.4.3.5 Employment history;
- 28 5.4.3.6 Physical and/or mental health limitations;

ATTACHMENT B

1 5.4.3.7 Family issues, such as housing,
2 transportation, child care, and domestic abuse;

3 5.4.3.8 Long-term and short-term employment goals
4 and desires;

5 5.4.3.9 Identification of perceived barriers
6 specific to the Participant's circumstances that, if not addressed, could
7 hinder his/her participation in the WTW Program; and

8 5.4.3.10 Identification of WTW Activities that will
9 facilitate and expedite the Participant's ability to become self-sufficient.
10 These activities shall be selected from those identified in Subparagraph 4.7
11 of Exhibit A, unless ADMINISTRATOR notifies CONTRACTOR of additional approved
12 activities.

13 5.4.4 CONTRACTOR shall obtain the Participant's signature upon
14 completion of development of the WTW Plan, ensure that he/she understands that
15 CONTRACTOR is available for assistance in all WTW matters, and provide a copy
16 of the completed and signed WTW Plan to the Participant. CONTRACTOR shall
17 also ensure the Participant understands all aspects of the plan, including the
18 following:

19 5.4.4.1 Program expectations and requirements;

20 5.4.4.2 WTW Activities and referrals including
21 start date, time, place, and contact person(s);

22 5.4.4.3 Supportive Services available to
23 facilitate full participation in approved WTW Activities; and

24 5.4.4.4 Available eEmployment sSupport sServices.

25 5.4.5 CONTRACTOR shall enter the WTW Plan and WTW aActivities
26 into CalWIN and establish controls for progress reviews and subsequent WTW
27 Activities.

28 5.5 Supportive Services

ATTACHMENT B

1 CONTRACTOR shall identify and explain available Supportive
2 Services to Participants. ADMINISTRATOR determines eligibility to, and issues
3 payment for, Supportive Services based on referrals made by CONTRACTOR.
4 Supportive Services are defined as payments provided to or on behalf of
5 Participants for ancillary, child care, and transportation expenses necessary
6 to participate in assigned WTW Activities. This process shall include
7 identification of barriers specific to a Participant's circumstances that if
8 not addressed could hinder participation in the WTW Program.

9 CONTRACTOR shall:

10 5.5.1 Identify barriers that may hinder an individual's
11 participation in assigned WTW Activities, complete a Supportive Services
12 referral per COUNTY Policy, and forward it to the designated COUNTY staff.

13 5.5.2 Maintain contact with the designated COUNTY staff for
14 follow-up regarding progress of the referral and offer assistance as needed.
15 Follow-up with the Participant is also required to ensure that his/her needs
16 have been addressed. CONTRACTOR shall maintain regular contact with the
17 Participant to address barriers identified subsequent to the referral that may
18 hinder participation. Information and actions related to Supportive Services
19 shall be clearly documented in the case record.

20 5.6 Employment Support Services

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

26 5.7 Monitoring Participation

27 CONTRACTOR shall continuously monitor the Participant's WTW
28 participation hours. This includes identifying and documenting participation

1 during monthly contacts and documenting reasons for deficient hours of
2 participation, at a minimum of once per month.

3 5.8 Noncompliance

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

8 5.8.1 Cause Determination:

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

21 5.8.1.1 If CONTRACTOR determines that the
22 Participant continues to be noncompliant, CONTRACTOR shall:

23 5.8.1.1.1 Refer the case to designated
24 COUNTY staff for review and approval prior to taking action that adversely
25 impacts the Participant's CalWORKs grant.

26 5.8.1.1.2 Notify the designated COUNTY
27 staff that the client is noncompliant so that eligibility to ongoing
28 Supportive Services may be evaluated.

1 5.8.1.1.3 Communicate with the
2 designated COUNTY staff regarding all noncompliance actions taken per COUNTY
3 Policy.

4 5.8.1.1.4 Document all actions taken per
5 COUNTY Policy.

6 5.9 Sanctions

7 CONTRACTOR shall provide case management and services for
8 sanctioned clients. CONTRACTOR shall communicate with the designated COUNTY
9 staff regarding all sanction actions. The designated COUNTY staff shall impose
10 and/or rescind financial sanctions, and issue related Notices of Action (NOA).

11 5.10 Termination of WTW Participation (Other than for Sanctions)

12 5.10.1 If the Participant meets a criterion for exemption from
13 participation, CONTRACTOR shall obtain necessary documentation to support the
14 exemption, and, if appropriate, recommend that the designated COUNTY staff
15 grant the exemption.

16 5.10.2 CONTRACTOR shall explore with the Participant whether
17 he/she wants to voluntarily participate in WTW Activities and provide
18 information on available services to encourage participation. If so,
19 CONTRACTOR shall change the Participant's status in CalWIN from mandatory to
20 voluntary and evaluate the need for a new WTW Plan and/or Supportive Services.

21 5.10.3 Upon learning that the Participant's CalWORKs case has
22 been closed, or that the Participant has been removed from the Assistance Unit
23 (AU), CONTRACTOR shall coordinate necessary case actions per COUNTY Policy and
24 procedures with the designated COUNTY staff. CONTRACTOR shall make
25 appropriate referrals for Employment Support Services, per COUNTY Policy and
26 procedures. CONTRACTOR shall comply with COUNTY Policy when closing
27 Participant case records.

28 5.11 Case Narratives

ATTACHMENT B

1 5.11.1 Narration is a vital part of the case record, and as such
2 CONTRACTOR shall accurately maintain and update the case narrative per COUNTY
3 Policy. Case narratives must be completed whenever action is taken by any WTW
4 staff person associated with the file. All entries by CONTRACTOR are to be
5 signed, dated, legible, and in a format approved by ADMINISTRATOR.

6 5.11.2 Case narratives shall include, but are not limited to, the
7 following items:

8 5.11.2.1 Date case is received;

9 5.11.2.2 Current status of the case, including
10 assessment of service needs, actions taken, and status of referrals;

11 5.11.2.3 Date, reason, and type of contact for all
12 communication, including required monthly contact(s);

13 5.11.2.4 Overall plan of Participant contact(s),
14 outcomes, and follow-up dates arranged during contact(s);

15 5.11.2.5 Weekly participation hours;

16 5.11.2.6 Complete an accurate description of the
17 case activity;

18 5.11.2.7 Issues related to the Participant's WTW
19 participation;

20 5.11.2.8 Identification of any missing information;
21 and

22 5.11.2.9 Closing narratives shall include date and
23 reason for the case being closed and/or transferred, pending and/or incomplete
24 actions and reasons.

25 5.12 ADMINISTRATOR, in its sole discretion, may require changes to the
26 provisions of this Paragraph 5, in accordance with any changes in caseload
27 size, funding, law, State regulations or COUNTY Policy.

28 6. PERFORMANCE REQUIREMENTS

1 6.1 Outcome Objectives

2 6.1.1 CONTRACTOR shall meet the following outcome objectives:

3 6.1.1.1 Ensure that at least seventy-five percent
4 (75%) of all Participants referred to CONTRACTOR are participating in the WTW
5 Activities listed in Subparagraph 4.7 of Exhibit A, for the minimum number of
6 required hours set forth in Subparagraph 6.2.3 of Exhibit A.

7 6.1.1.2 Ensure at least twenty-two percent (22%)
8 of Participants referred to CONTRACTOR, have a starting wage of at least
9 twenty percent (20%) above the prevailing California minimum wage, as defined
10 by COUNTY Policy.

11 6.1.1.3 Ensure at least twenty-seven percent (27%)
12 of Participants referred to CONTRACTOR retain employment for at least ninety
13 (90) days from the first day of work.

14 6.1.2 ADMINISTRATOR, in its sole discretion, may require changes
15 to the outcome objectives stated above, in accordance with any changes in law,
16 State regulations or COUNTY Policy.

17 6.2 Participation Requirements:

18 6.2.1 CONTRACTOR shall engage all Participants in WTW Activities
19 described in Subparagraph 4.7 of Exhibit A. CONTRACTOR shall ensure that each
20 Participant is meeting required participation hours in accordance with
21 Subparagraph 6.2.3. ~~CONTRACTOR shall be required to have a minimum percentage~~
22 ~~of Participants who meet the CalWORKs WTW participation requirements, as~~
23 ~~specified in Subparagraph 6.1.1 of this Exhibit A.~~

24 6.2.2 As a performance goal, CONTRACTOR shall achieve a minimum
25 of seventy percent (70%) of All Families meeting hourly participation
26 requirements in accordance with Subparagraph 6.2.3.

27 6.2.3 The individual CalWORKs WTW participation requirements are
28 currently:

1 6.2.3.1 A minimum average of twenty (20) hours per
2 week for single parents with a child under six (6) years old, or a minimum
3 average of thirty (30) hours per week for single parents with no child under
4 six (6) years old, in approved WTW Activities for a One-Parent AU and a Two-
5 Parent AU in which deprivation is based on the disability of one (1) parent.
6 A minimum average of twenty (20) hours of these WTW Activities shall consist
7 of participation in one (1) or more core WTW Activities for CalWORKs (Federal)
8 Activities outside of the CalWORKs (State) WTW 24-Month Time Clock; or

9 6.2.3.2 A minimum average of thirty-five (35)
10 hours per week in approved WTW Activities for Two-Parent Assistance Units. A
11 minimum average of thirty (30) hours of these approved WTW Activities shall
12 consist of participation in one (1) or more core WTW Activities for CalWORKs
13 (Federal) activities outside of the CalWORKs (State) WTW 24-Month Time Clock.
14 One (1) parent can satisfy the total minimum average of thirty-five (35) hour
15 requirement. If both parents contribute to the minimum average of thirty-five
16 (35) hour requirement, at least one (1) parent shall participate a minimum
17 average of twenty (20) hours per week for CalWORKs (Federal) activities
18 outside of the CalWORKs (State) WTW 24-Month Time Clock.

19 6.2.3.3 The participation requirements set forth
20 in Subparagraph 6.2 herein, are subject to change, according to State and
21 Federal mandates.

22 6.2.4 Calculation of participation rate shall be based upon the
23 following:

24 6.2.4.1 Data as entered into ADMINISTRATOR's
25 computer information system(s) by CONTRACTOR staff. CONTRACTOR shall assign
26 all cases to a CM and update the computer information system(s) with this
27 information within five (5) working days of receipt of the case.

28 6.2.4.2 Cases transferred to CONTRACTOR by

1 designated COUNTY staff, with the exception of existing WTW cases, will be
2 valid the first day of the month following the date of assignment, provided
3 the case was assigned prior to the 25th day of the month. Cases assigned on
4 the 25th day of the month or after shall be valid on the first day of the
5 second month following the date of assignment. Existing WTW cases will be
6 valid immediately upon transfer to CONTRACTOR.

7 6.2.4.3 Participation requirements as described in
8 Subparagraph 6.2.3.

9 7. REPORTING REQUIREMENTS

10 7.1 Contract Deliverables

11 CONTRACTOR shall maintain records, collect data, and provide
12 reports as required by COUNTY in order to track goals, progress and monitor
13 outcome objectives. Data elements may include, but are not limited to, the
14 following:

15 7.1.1 Percentage of Participants in compliance with the
16 participation requirements set forth in Subparagraph 6.2.3 of Exhibit A;

17 7.1.2 Percentage of job placements with a starting wage of at
18 least twenty percent (20%) above the prevailing California minimum wage;

19 7.1.3 Percentage of Participants who retain employment for at
20 least ninety (90) days;

21 7.1.4 Percentage of participants who retain employment for at
22 least thirty (30) days when ADMINISTRATOR's policy does not require CONTRACTOR
23 to manage full-time employed cases;

24 7.1.5 Referrals made and referral outcomes; including subsidized
25 child care and other Supportive Services;

26 7.1.6 Placement rates into unsubsidized employment;

27 7.1.7 Length of time in allowable WTW Activity (ies);

28 7.1.8 Pay rate and length of time of job retention;

1 7.1.9 Statistics regarding characteristics of identified
2 segments of the WTW population;

3 7.1.10 Summary of complaints received;

4 7.1.11 Outcomes of supervisory case reviews; and

5 7.1.12 Training activities and attendees.

6 7.2 Time Study Procedures

7 7.2.1 CONTRACTOR shall adhere to COUNTY time study procedures by
8 identifying and reporting time devoted to the delivery of services under this
9 Agreement.

10 7.2.2 WTW time studies shall be completed by Case Management
11 staff in the months of February, May, August and November of each year.
12 Completed time studies shall be made available to ADMINISTRATOR by the first
13 business day of the month following each month in which the time study is to
14 be completed.

15 7.2.3 Supervisory staff do not complete detailed time studies,
16 but shall record the total hours worked per day in a time study month.
17 CONTRACTOR's supervisors shall review the staff time study detail report for
18 accuracy and ensure consistency with reported work hours for the same period.

19 8. PERFORMANCE MONITORING

20 8.1 Quality Control

21 CONTRACTOR shall establish and utilize a comprehensive Quality
22 Control Plan, on a format approved by ADMINISTRATOR, to monitor contract
23 deliverables and the level of program service and quality, and submit to
24 ADMINISTRATOR by October 1, ~~2014~~ 2015. The Quality Control Plan shall be
25 effective throughout the term of this Agreement and will be updated as needed
26 and submitted to ADMINISTRATOR for approval before changes are implemented.

27 8.1.1 The Quality Control Plan shall include, but not be limited
28 to, the following:

ATTACHMENT B

1 8.1.1.1 The method for ensuring the services and,
2 deliverables are being provided in accordance with the requirements of this
3 Agreement;

4 8.1.1.2 The method for assuring that all staff
5 rendering services under this Agreement have the necessary qualifications;

6 8.1.1.3 Methods for preventing, identifying, and
7 correcting deficiencies in the quality of service;

8 8.1.1.4 The method for providing ADMINISTRATOR
9 with copies of CONTRACTOR case reviews, including a clear description of, and
10 corrective action taken, to resolve identified problems;

11 8.1.1.5 Items/areas to be inspected/reviewed on
12 either a scheduled or unscheduled basis, how often inspections will be
13 accomplished, and the title of the individual(s) who will perform the
14 inspections/reviews;

15 8.1.1.6 Specific methods for identifying,
16 correcting, and preventing deficiencies in the quality of service performed,
17 before levels of performance are below the standards established in this
18 Agreement;

19 8.1.1.7 The method for maintenance of a file of
20 all inspections conducted by CONTRACTOR and, if necessary, the corrective
21 action taken; and

22 8.1.1.8 The method for continuing services in the
23 event of a strike by CONTRACTOR'S employees or a natural disaster.

24 8.1.2 CONTRACTOR shall cooperate with any third-party audit or
25 inspections as required by ADMINISTRATOR or other COUNTY, State, or Federal
26 agency.

27 8.2 Supervisor Reviews

28 8.2.1 Case Manager Supervisors shall review a minimum of three

ATTACHMENT B

(3) active WTW cases per CM each month on a format approved by ADMINISTRATOR. Supervisor reviews shall include, but not be limited to:

8.2.1.1 Overall case management and application of COUNTY Policy,

8.2.1.2 Participant’s participation hours and efforts to keep Participant engaged and compliant,

8.2.1.3 Case discrepancies, and

8.2.1.4 Any other identified corrective actions required.

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

8.2.2 Case record shall include a narration summarizing the case review findings.

8.2.3 Cases shall be randomly selected per a method determined by ADMINISTRATOR.

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

8.3 WTW Participation Case Reviews and Audits

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

8.3.1.1 Mandated reviews to meet COUNTY, State,

1 and Federal reporting requirements and/or audits; and

2 8.3.1.2 Review and approval of actions that State
3 regulations require be performed by ADMINISTRATOR, such as imposition of
4 sanctions.

5 8.4 CONTRACTOR Performance Monitoring

6 8.4.1 CONTRACTOR's performance will be monitored and reviewed by
7 ADMINISTRATOR. CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
8 information necessary for monitoring contract deliverables and services, and
9 cooperate with authorized State and/or Federal representatives who may audit
10 WTW Program services.

11 8.4.2 ADMINISTRATOR will use a variety of inspection methods to
12 evaluate CONTRACTOR's performance, including, but not limited to, the
13 following:

14 8.4.2.1 Monthly reviews of CONTRACTOR's case
15 management performance. ADMINISTRATOR will inspect CONTRACTOR cases, related
16 COUNTY data system entries, and applicable data reports to ensure compliance
17 with Exhibit A;

18 8.4.2.2 Random sampling of program activities
19 including a review of case files each month;

20 8.4.2.3 Activity checklists and random
21 observations;

22 8.4.2.4 Inspection of output items on a periodic
23 basis as deemed necessary;

24 8.4.2.5 Computer data system reports;

25 8.4.2.6 Participant complaints and/or WTW
26 Participant questionnaires; and

27 8.4.2.7 Service provider complaints or reports.

28 8.4.3 When it is determined that services were not performed in

1 accordance with SSA's Policies and Procedures during the review period.
2 ADMINISTRATOR may, in its sole discretion, require corrective action plans.
3 CONTRACTOR shall validate, review, and respond to preliminary findings.
4 CONTRACTOR shall remedy the performance defects within the time period
5 specified in the corrective action plan.

6 8.4.4 Performance evaluation meetings will be conducted as
7 deemed necessary by ADMINISTRATOR.

8 9. PENALTIES

9 9.1 Financial Penalties for Underperformance:

10 9.1.1 CONTRACTOR shall be assessed financial penalties for each
11 quarterly period of underperformance in accordance with Subparagraph 9.1.3 of
12 Exhibit A provided all of the following occur: (a) ADMINISTRATOR fails to
13 achieve the Federal Work Participation Requirements in a Federal Fiscal Year
14 (FFY) as required by Federal law for All Families; and (b) as a result of such
15 failure, ADMINISTRATOR is assessed a fiscal penalty; and (c) CONTRACTOR fails
16 to meet the quarterly average percentage specified in the table in
17 Subparagraph 9.1.3 of Exhibit A of this Agreement, in the corresponding FFY.

18 9.1.2 Quarterly periods are defined as July 1, ~~2014~~ 2015 through
19 September 30, ~~2014~~ 2015; October 1, ~~2014~~ 2015 through December 31, ~~2014~~ 2015;
20 January 1, ~~2015~~ 2016 through March 31, ~~2015~~ 2016; and April 1, ~~2015~~ 2016
21 through June 30, ~~2015~~ 2016.

22 9.1.3 Financial penalties will be assessed for each quarterly
23 period in which the average of All Families who meet the hourly participation
24 requirements set forth in Subparagraph 6.2.3 of Exhibit A is less than the
25 percentage specified in the table below. The financial penalty for the quarter
26 of underperformance will be equal to the percentage specified in the table
27 below of the quarterly maximum obligation amount.

ATTACHMENT B

Quarterly Average of All Families Who Meet Hourly CalWORKs Participation Requirements	Penalty Percentage of Quarterly Maximum Obligation
Less than fifty-five percent (55%)	Two percent (2%)
Less than forty percent (40%)	Four percent (4%)
Less than twenty-five percent (25%)	Eight percent (8%)

9.1.4 At COUNTY’s discretion, financial penalties may be reduced or waived for any quarterly period due to significant changes outside CONTRACTOR’s control. Examples of significant changes include, but are not limited to:

9.1.4.1 Federal or State regulatory policy changes and/or funding that result in revised participation requirements immediately prior to or within the quarterly review period;

9.1.4.2 A ten percent (10%), or more, growth in CONTRACTOR's caseload, within the quarterly review period;

9.1.4.3 CONTRACTOR's caseload is maintained at a level of ninety-five (95) cases per CM, or more, within the quarterly review period; or

9.1.4.4 A ten percent (10%), or more, reduction in the Agreement budget immediately prior to or within the review period.

10. OTHER CONTRACTOR REQUIREMENTS

10.1 Case Manager Caseload Limits:

10.1.1 CONTRACTOR shall ensure case management activities can be performed effectively in accordance with caseload size. CONTRACTOR's CMs shall each carry a caseload of no less than fifty (50) active cases and no more than ninety (90) active cases, unless authorized by COUNTY. Lead Case

ATTACHMENT B

1 Manager caseload limits shall be seventy-five percent (75%) of CM caseload.
2 CONTRACTOR agrees to modify caseload limits as ADMINISTRATOR may require, and
3 as authorized by COUNTY, and within a mutually agreed upon time frame.

4 10.1.2 COUNTY will consider adjustments to requirements and/or
5 provisions of this Agreement, as necessary, in response to caseload growth
6 beyond the caseload size range identified in Subparagraph 10.1.1 above.
7 Adjustments to this Agreement may include, but are not limited to,
8 requirements identified in Paragraph 5 of Exhibit A and/or provisions
9 identified in Paragraph 9 of Exhibit A.

10 10.2 Case Manager Supervisor to CM Staff Ratio

11 Case Manager Supervisor to CM staff ratio shall be no more than
12 eight (8) CM to one (1) supervisor, unless authorized by ADMINISTRATOR.

13 10.3 Operational Changes

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

18 10.4 Coordination

19 CONTRACTOR shall jointly host at minimum quarterly coordination
20 meetings with ADMINISTRATOR to coordinate procedures and discuss CONTRACTOR's
21 performance, or as otherwise determined by ADMINISTRATOR.

22 10.5 Job Fairs

23 CONTRACTOR will work in partnership with WIBs, employers, other
24 COUNTY contracted service providers, and various COUNTY agencies to participate
25 in Job Fairs.

26 10.6 Forms and Publications

27 10.6.1 ADMINISTRATOR will provide a camera-ready copy of all
28 mandatory State and COUNTY forms. CONTRACTOR shall be responsible for

1 duplication and distribution of the forms to its staff. CONTRACTOR may
2 develop their own internal forms; however, internal forms must be reviewed and
3 approved by ADMINISTRATOR prior to implementation and/or distribution.

4 10.6.2 All publications developed under this Agreement, including
5 but not limited to fliers and newsletters, will be subject to written approval
6 of ADMINISTRATOR prior to distribution.

7 10.7 Case Records

8 10.7.1 CONTRACTOR shall maintain a current and complete
9 electronic case record on CalWIN for each Participant. ADMINISTRATOR will
10 provide CONTRACTOR staff with initial training in use of CalWIN or other
11 COUNTY data systems regarding use and maintenance of electronic case records
12 ~~on CalWIN~~. CONTRACTOR shall conduct future training for their staff.

13 10.7.2 CONTRACTOR shall maintain an imaged (electronic) case
14 record. The content of the case records shall be in a format approved by
15 ADMINISTRATOR. The case record shall contain any documentation not included
16 in CalWIN.

17 10.7.3 Information in case records shall be treated as
18 confidential and released only to ADMINISTRATOR as required, or to others upon
19 the approval of ADMINISTRATOR.

20 10.7.4 Items in the physical case records may include, but are
21 not limited to, the following:

- 22 10.7.4.1 Assessment report;
- 23 10.7.4.2 WTW Plans;
- 24 10.7.4.3 All Notices of Action;
- 25 10.7.4.4 Documentation of services provided,
26 including contacts with, and on behalf of, Participants, general observations
27 etc;
- 28 10.7.4.5 Documentation of service providers working

1 with the Participant or members of the Participant’s family, including
2 payments made to the provider;

3 10.7.4.6 Child care arrangements/documentation;
4 10.7.4.7 Documentation/justification for Supportive
5 Services;

6 10.7.4.8 Documentation of participation hours;
7 10.7.4.9 Documentation regarding any cooperation
8 issues, cause determinations, and recommended sanctions;

9 10.7.4.10 Attendance and progress reports, including
10 those from service providers;

11 10.7.4.11 Family composition;
12 10.7.4.12 Employment information and employment
13 retention tracking;

14 10.7.4.13 Documentation of increases in earnings;
15 10.7.4.14 Release forms required for collateral
16 contacts;

17 10.7.4.15 Documentation of language needs and how
18 they were resolved;

19 10.7.4.16 Copies of the Rights and Responsibilities
20 form, and other forms and documents required per COUNTY Policy; and
21 10.7.4.17 Medical verifications.

22 10.8 Hours of Operation

23 10.8.1 CONTRACTOR shall provide service hours that are responsive
24 to the needs of the target population in the region, as determined by
25 ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services during
26 business days Monday through Friday, from 8:00 a.m. to 5:00 p.m., except
27 COUNTY holidays as established by the Orange County Board of Supervisors. In
28 addition, CONTRACTOR shall address any expanded work hours of operation during

1 the evening and on weekends that may be required to provide services to
2 Participants.

3 10.8.2 CONTRACTOR shall maintain a holiday schedule consistent
4 with COUNTY's holiday schedule: New Year's Day, Martin Luther King Day,
5 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
6 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
7 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written
8 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
9 schedule. Any unauthorized closure shall be deemed a material breach of this
10 Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

11 10.9 Handling Complaints

12 10.9.1 CONTRACTOR shall develop, operate, and maintain procedures
13 for receiving, investigating and responding to provider and Participant
14 complaints, including Civil Rights complaints, requests for COUNTY reviews,
15 negative comments and other complaints relating to services provided under
16 this Agreement.

17 10.9.2 CONTRACTOR staff shall maintain a log for identification
18 and response to Participants' complaints. When complaints cannot be resolved
19 informally, a system of follow-through shall be instituted which adheres to
20 formal plans for specific actions and strict time deadlines. Responses to
21 complaints should occur within two (2) business days, unless otherwise
22 authorized by ADMINISTRATOR.

23 10.9.3 For Civil Rights complaints, refer to Subparagraph 9.6.2
24 of this Agreement.

25 10.9.4 When CONTRACTOR believes any complaint may have legal
26 implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint
27 immediately to ADMINISTRATOR prior to responding to the complaint. In the
28 event any such complaint pertains to an injury or property damage, CONTRACTOR

1 shall follow the provisions as set forth in Subparagraph 14.1 of this
2 Agreement.

3 10.9.5 CONTRACTOR shall provide to ADMINISTRATOR, in a form
4 approved by ADMINISTRATOR, information pertaining to complaints, as well as
5 CONTRACTOR's response to any complaints as described above within ten (10)
6 business days of the complaint. CONTRACTOR shall provide a summary of all
7 complaints and/or negative comments as prescribed and on a format approved by
8 ADMINISTRATOR. Complaints include, but are not limited to, complaints from
9 clients, other COUNTY contracted service providers, community organizations,
10 and the public.

11 10.10 Formal Grievance Process and State Hearing

12 10.10.1 CONTRACTOR shall inform each Participant of his/her
13 grievance, State Hearing and Civil Rights, and of his/her right to request a
14 review by a COUNTY worker should the Participant disagree with an action made
15 by CONTRACTOR.

16 10.10.2 Grievance Rights and Civil Rights notices, in multiple
17 languages, shall be posted in WTW office(s) where all Participants can easily
18 see them, in accordance with Subparagraph 9.6 of this Agreement.

19 10.10.3 CONTRACTOR shall attend COUNTY Formal Grievance Hearings
20 and State Hearings as needed, and comply with the decisions of the Hearing
21 Officers. All actions involving the Formal Grievance Process and State
22 Hearings shall be properly documented.

23 10.11 Welfare Fraud Investigation Referrals

24 If CalWORKs eligibility or Supportive Services payment fraud is
25 suspected, either by the Participant or a service provider, CONTRACTOR staff
26 shall inform the appropriate designated COUNTY staff to initiate the referral.

27 10.12 Outside Contacts

28 CONTRACTOR shall:

1 10.12.1 Immediately inform ADMINISTRATOR of any inquiry from an
2 elected official, their representative, participant advocate, or the press,
3 and immediately provide information in order for ADMINISTRATOR to respond.

4 10.12.2 Consult with ADMINISTRATOR prior to initiating contact
5 with a participant advocate or the press.

6 10.12.3 Inform ADMINISTRATOR prior to initiating contact with an
7 elected official or their representative.

8 10.13 Facilities

9 CONTRACTOR shall co-locate in office locations specified by
10 ADMINISTRATOR. CONTRACTOR shall enter into a rent-free lease or license
11 agreement, as referenced in Subparagraph 8.2 of this Agreement, and will
12 cooperate with all conditions of said agreement.

13 10.14 Equipment and Furnishings

14 10.14.1 ADMINISTRATOR will purchase and install all necessary data
15 processing equipment, including personal computers.

16 10.14.2 ADMINISTRATOR will provide sufficient training to
17 CONTRACTOR staff regarding use and maintenance of imaged and electronic case
18 records.

19 10.14.3 CONTRACTOR shall use computer information systems provided
20 by ADMINISTRATOR for entering and retrieving data, monthly reporting of work
21 participation hours, updating the status and end dates of Participant
22 activities, and any other information as required by ADMINISTRATOR.
23 CONTRACTOR shall ensure that their personnel understand the uses of the
24 computer information systems and will follow the related procedures to be
25 monitored through supervisory reviews and case audits.

26 10.14.4 CONTRACTOR must inform ADMINISTRATOR of any employment
27 terminations or new hires so that ADMINISTRATOR's Information Technology
28 Services may take appropriate action within specified timeframes.

ATTACHMENT B

11. BUDGET

The budget for services provided pursuant to Exhibit A of this Agreement shall span twelve (12) months and is set forth as follows:

Budget for Period of July 1, 2014 through June 30, 2015

<u>Line Items</u>			
<u>SALARIES AND EMPLOYEE BENEFITS:</u>			
	<u>Maximum Hourly Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount⁽³⁾</u>
<u>Direct Service Positions:</u>			
Supervisor	26.01	8.00	421,816.93
Lead Case Manager	25.25	8.00	370,596.19
Case Manager	21.89	51.00	1,908,701.81
Office Assistant	15.80	4.00	127,094.96
Vacancy Factor			<u>(141,410.49)</u>
Subtotal Direct Service Positions		71.00	2,686,799.40
Benefits ⁽⁴⁾ (30.28%)			<u>813,562.85</u>
Subtotal Direct Service Positions and Benefits			<u>\$3,500,362.25</u>
<u>Administrative Positions⁽⁵⁾</u>			
Performance Management and Oversight	101.44	.10	21,100.00
Project Director	51.77	1.00	107,676.00
Human Resources	34.90	.10	7,260.00
HR Specialist	21.30	1.00	43,660.00
Administrative and Performance Manager	34.15	1.00	70,000.00
Operations Manager II	37.28	1.00	75,744.00
Operations Manager I	37.28	1.00	69,684.00
Staff Development Specialist	25.78	3.00	137,002.32
Finance Manager	47.88	.25	24,900.00
Subtotal Administrative Salaries		8.45	557,026.32
Employee Benefits ⁽⁴⁾ (30.28%)			<u>168,667.56</u>
Subtotal Administrative Salaries and Benefits			<u>\$ 725,693.88</u>

1	_____ TOTAL SALARIES & EMPLOYEE BENEFITS	\$4,226,056.13
2		
3	<u>Services and Supplies</u>	
4	Independent Audit	0
5	Telephone	7,500.00
6	Travel Expense ⁽⁶⁾	12,250.00
7	Printing & Graphics	1,150.00
8	Express Mail	4,500.00
9	Postage	16,000.00
10	Office Supplies	46,500.00
11	Bilingual Bonus ⁽⁷⁾	25,250.00
12	Other Misc Expenses ⁽⁸⁾	27,300.00
13	Employee Bonuses ⁽⁹⁾	154,787.25
14	Service Delivery Innovations ⁽¹⁰⁾	<u>5,000.00</u>
15	TOTAL PROGRAM EXPENSES	300,237.25
16	<u>INDIRECT COSTS</u>	
17	Overhead (10.12%) ^{(11) (14)}	427,676.88
18	General & Administrative (19.09%) ^{(12) (14)}	945,712.92
19	Contractor's Fee ⁽¹³⁾	<u>412,977.82</u>
20	TOTAL INDIRECT COSTS	1,786,367.62
21		
22	Total Maximum Obligation for July 1, 2014 through June 30, 2015	\$6,312,661.00

Budget for Period of July 1, 2015 through June 30, 2016

23		<u>Line Items</u>		
24	<u>SALARIES AND EMPLOYEE BENEFITS:</u>			
25		<u>Maximum</u>		
26		<u>Hourly</u>		
27	<u>Direct Service Positions:</u>	<u>Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount⁽³⁾</u>
28	Supervisor	26.01	8.00	420,000
	Lead Case Manager	25.25	8.00	370,400

ATTACHMENT B

1	Case Manager	21.89	56.00	1,903,230
2	Office Assistant	15.80	5.00	157,500
3	Vacancy Factor			(142,557)
4	Subtotal Direct Service Positions		74.00	2,708,573
5	Benefits ⁽⁴⁾ (30.28%)			820,156
6	Subtotal Direct Service Positions and Benefits			\$3,528,729
7	Administrative Positions ⁽⁵⁾			
8	Performance Management and Oversight	101.44	.10	21,100
9	Project Director	51.77	1.00	105,000
10	Human Resources	34.90	.10	7,260
11	HR Specialist	21.30	1.00	43,660
12	Administrative and Performance Manager	34.15	1.00	63,000
13	Operations Manager II	37.28	1.00	73,000
14	Operations Manager I	37.28	1.00	68,000
15	Staff Development Specialist	25.78	3.00	135,000
16	Finance Manager	47.88	.25	19,200
17	Subtotal Administrative Salaries		8.45	535,220
18	Employee Benefits ⁽⁴⁾ (30.28%)			162,065
19	Subtotal Administrative Salaries and Benefits			\$ 697,285
20	TOTAL SALARIES & EMPLOYEE BENEFITS			\$4,226,014
21	Services and Supplies			
22	Independent Audit			0
23	Telephone			8,500
24	Travel Expense ⁽⁶⁾			14,250
25	Printing & Graphics			2,500
26	Express Mail			4,500
27	Postage			16,000
28	Office Supplies			46,500
29	Bilingual Bonus ⁽⁷⁾			25,250
30	Other Misc Expenses ⁽⁸⁾			27,300

ATTACHMENT B

1	Employee Bonuses ⁽⁹⁾	150,483
2	Service Delivery Innovations ⁽¹⁰⁾	5,000
3	TOTAL PROGRAM EXPENSES	300,283
4	<u>INDIRECT COSTS</u>	
5	Overhead (10.12%) ^{(11) (14)}	427,673
6	General & Administrative (19.09%) ^{(12) (14)}	945,713
7	Contractor's Fee ⁽¹³⁾	412,978
8	TOTAL INDIRECT COSTS	1,786,364
9	Total Maximum Obligation for	
10	July 1,2015 through June 30, 2016	\$6,312,661

- (1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.
- (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the maximum amount of time (stated as a percentage) each position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the maximum amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked. CONTRACTOR will not be reimbursed for overtime unless approved in advance by ADMINISTRATOR.
- (3) Total salaries are calculated ~~on average hourly rates for positions with average hourly rates and on~~ using the average salary for the positions where there are multiple FTEs; and using maximum hourly rates for positions where there are one or less FTE. ~~maximum hourly rates for positions with no average hourly rates.~~
- (4) Employee Benefits include ~~contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and vacation accrual limited to the amount of vacation time earned during the fiscal years in which such expense is claimed. The overall benefit rate shall not exceed 30.28% of the actual salary expense claimed. 401 contributions ; health, dental, life and disability insurance; and miscellaneous benefits. Also included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, not to exceed thirty point twenty eight percent (30.28%) of actual allowable costs of direct and administrative salaries.~~
- (5) Administrative positions are defined as all other classifications either higher than first line supervisors or positions not providing services to clients.

ATTACHMENT B

Administrative positions higher than first line supervisors must be specified as either salaried or hourly positions.

- (6) Mileage is limited to the amount allowed by the United States Internal Revenue Service.
- (7) Bilingual staff incentive payments are fifty-five percent (55%) of Direct Services Staff FTEs at \$0.38 per hour.
- (8) Other includes costs of customary ongoing recruiting costs; Trade, Business and Professional activities; and other allowable and necessary costs that cannot be practically classified into a separate category. The amount assigned to this category is based upon past experience with the CalWORKs Program.
- (9) Employee Bonuses are calculated at four point five percent (4.5%) of salaries. CONTRACTOR will utilize the performance bonus as reward and recognition for those employees who meet/exceed performance requirements or program objectives.
- (10) Service Delivery Innovations, which include MAX Job Search, Family Resource Forum, and Keep-in-Touch Kit, and must be pre-approved by ADMINISTRATOR.
- (11) Estimated Overhead not to exceed ten point twelve percent (10.12%) of actual allowable costs for salaries and employees benefits. CONTRACTOR shall provide supporting documentation upon request by ADMINISTRATOR.
- (12) Estimated General and Administrative Costs not to exceed nineteen point zero nine percent (19.09%) of actual allowable costs for the following: salaries, employee benefits, other program costs, and CONTRACTOR's fee.
- (13) CONTRACTOR's fee not to exceed ~~\$412,977.82~~ \$412,980 for the period of July 1, 2014 2015 through June 30, 2015 2016, to be reimbursed in arrears in twelve (12) equal payments, provided that the total amount paid, including actual allowable costs specified in Paragraph 11 of this Exhibit A does not exceed the Maximum Obligation specified in Paragraph 20.1.
- (14) In the event CONTRACTOR obtains a Federally approved indirect cost rate during the term of this Agreement, such cost rate shall be applied effective the date specified by the Federal government. If the Federal government specifies no effective date, then the rate shall apply retroactively to the amount expended under the Agreement subject to the limitations set forth in Paragraph 11 of this Exhibit A. In the event there is no Federally approved indirect cost rate during the term of this Agreement, the indirect rate established by the independent indirect rate audit for the periods of October 1, 2013 2014 through September 30, 2014 2015, and October 1, 2014 2015 through September 30, 2015 2016, shall be applied to the corresponding period for all funds expended under this Agreement.

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as

1 stated in Subparagraph 20.1 of this Agreement or reducing the level of service
2 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.3
3 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
4 as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually
5 agree in writing to proportionately reduce the service goals as set forth in
6 this Exhibit A.

7 12. CONTRACTOR STAFF

8 12.1 Recruitment and Hiring Practices

9 12.1.1 CONTRACTOR shall use a formal recruitment plan, which
10 complies with Federal and State employment and labor regulations. CONTRACTOR
11 shall hire staff with the education and experience necessary to appropriately
12 perform all functions required under this Agreement.

13 12.1.2 Should CONTRACTOR require additional or replacement
14 personnel after the effective date of this Agreement, CONTRACTOR shall give
15 priority consideration for such employment opening to laid-off or displaced
16 COUNTY employees who meet CONTRACTOR's minimum qualifications.

17 12.1.3 CONTRACTOR shall also give priority consideration to
18 qualified job-ready Participants when filling vacant positions funded by this
19 Agreement. Participants hired by CONTRACTOR shall be offered full employee
20 benefits, including participation in any applicable bonus plan(s).

21 12.2 Personnel Records:

22 CONTRACTOR shall maintain personnel files for each employee, and
23 make such files available at a centralized location in Orange County. The
24 personnel files shall contain at a minimum the following information:

25 12.2.1 A complete employment application;

26 12.2.2 Documentation of pre-employment reference checks;

27 12.2.3 Documentation of a California Department of Motor Vehicles
28 (DMV) identification;

1 12.2.4 Periodic written performance evaluations;

2 12.2.5 Documentation of attendance and content of in-service
3 training provided to employee;

4 12.2.6 Confidentiality statement; and

5 12.2.7 Child and elder abuse reporting requirements.

6 12.3 Staff Training:

7 12.3.1 CONTRACTOR's staff directly serving Participant, or
8 supervising those who do, shall be thoroughly familiar with the WTW service
9 delivery model contained in the current Orange COUNTY CalWORKs Plan,
10 incorporated herein by reference; CalWORKs/WTW eligibility requirements;
11 COUNTY policies and related instructions, COUNTY data systems, including
12 CalWIN; welfare fraud and child abuse/elder abuse reporting requirements, the
13 State Hearing process, and Civil Rights compliance requirements.

14 12.3.2 ADMINISTRATOR will provide program policies and
15 operational procedures to CONTRACTOR during start-up, and subsequently as
16 these materials are revised or new policies are developed. Program and
17 operational policies, procedures and forms provided by ADMINISTRATOR must be
18 used by CONTRACTOR when training its staff.

19 12.3.3 ADMINISTRATOR will provide initial training to a limited
20 number of select CONTRACTOR staff with respect to CalWORKs WTW regulations and
21 COUNTY policies and procedures. CONTRACTOR shall conduct subsequent
22 training(s). ADMINISTRATOR will also provide CONTRACTOR staff with initial
23 training in use of CalWIN or other COUNTY data systems. ADMINISTRATOR will
24 provide technical information to CONTRACTOR on these requirements, but it will
25 be CONTRACTOR's sole responsibility to ensure that CONTRACTOR's staff
26 understand and correctly implement the requirements cited when providing
27 services under this Agreement.

28 12.3.4 CONTRACTOR shall be required to attend training(s) and/or

1 meetings that ADMINISTRATOR determines to be mandatory, and provide CONTRACTOR
2 staff with ongoing training and assistance to ensure that contract
3 deliverables are met. Attendance at optional training opportunities provided
4 by ADMINISTRATOR will be at ADMINISTRATOR's discretion.

5 12.3.5 CONTRACTOR agrees that information shared at trainings
6 and/or meetings will be communicated to relevant staff so that appropriate
7 services are delivered within guidelines set forth in Orange County
8 CalWORKs/WTW Policies and Procedures, the Orange County CalWORKs Plan, and
9 Federal and State regulations, as they may now exist or be hereafter amended.
10 Any other written and/or verbal program instructions ensuing from trainings
11 and/or meetings shall also be shared with relevant staff. All training
12 materials developed by CONTRACTOR shall be approved by ADMINISTRATOR in
13 advance of training.

14 12.3.6 CONTRACTOR shall ensure that CONTRACTOR staff receives
15 training in understanding the cultural differences among groups of
16 Participants, and recognizes and effectively intervenes to overcome any
17 language and/or cultural barriers to employment.

18 12.3.7 CONTRTACTOR shall maintain a log of in-house training
19 activities and staff in attendance. This log shall be made available to
20 ADMINISTRATOR upon request.

21 13. STAFF POSITIONS

22 CONTRACTOR shall provide the following described staff positions:

23 13.1 Case Manager Supervisor

24 13.1.1 Duties:

25 13.1.1.1 Supervise Case Management staff; provide
26 administrative and technical supervision to CalWORKs direct services staff;
27 plan, assign, supervise, and evaluate Case Managers; and monitor interactions
28 between the Case Managers and Participants during interviews, group

1 Orientations, and other face-to-face contact.

2 13.1.1.2 Review case records and WTW Plans for
3 completeness, accuracy, consistency, conformity with COUNTY Policy and proper
4 case management practices; and discuss cases with the Case Managers to suggest
5 and recommend methods of resolving issues.

6 13.1.1.3 Meet and maintain relationships with
7 service providers to resolve difficulties; assist Case Managers in reconciling
8 Participants' disputes with service providers' and/or agency policies; and
9 participate in grievance hearings.

10 13.1.1.4 Utilize computer information system(s) to
11 monitor and evaluate staff performance; supervise the preparation of reports
12 by subordinate staff; and ensure that Case Managers meet their projected
13 participation goals and other requirements such as Participant contacts.

14 13.1.1.5 Perform other duties as may be assigned by
15 management.

16 13.1.2 Qualifications:

17 13.1.2.1 Bachelor's degree from an accredited
18 college or university, preferably in a human services related field, or four
19 (4) years of experience in employment services or human services.

20 13.1.2.2 Minimum of eighteen (18) months of work
21 experience in business, social services, education, community based
22 organizations, or related fields that demonstrates knowledge and abilities
23 required; of which a minimum of one (1) year must be in a supervisory or lead
24 role position.

25 13.1.2.3 Competent in the use of personal computers
26 and knowledgeable in the use of word processing and spreadsheet programs such
27 as Microsoft Word and Excel.

28 13.1.2.4 Possess excellent organizational,

1 interpersonal, written, and verbal communication skills; ability to perform
2 comfortably in a fast-paced, deadline-oriented work environment; ability to
3 successfully execute many complex tasks simultaneously; and ability to work as
4 a team member, as well as independently. Bilingual capabilities in Spanish or
5 Vietnamese preferred.

6 13.2 Lead Case Manager

7 13.2.1 Duties:

8 13.2.1.1 Manage a caseload of CalWORKs Participants
9 in working towards the goal of self-sufficiency and unsubsidized employment
10 under the Case Manager Supervisor's direction; provide Participants with a
11 clear understanding of the CalWORKs/WTW program and services; and provide
12 encouragement and support to Participants to ensure successful participation
13 in each step/component of the CalWORKs/WTW program.

14 13.2.1.2 Serve as the primary linkage between the
15 Participant and program services; provide continuous motivation to keep the
16 Participant moving toward employment goals; and interview Participants to
17 elicit basic information for entry into the computer information system(s).

18 13.2.1.3 Review Participant information for
19 exemption from the CalWORKs/WTW program and good cause for non-participation.

20 13.2.1.4 Advise the Participant of program choices
21 and refer them to the appropriate WTW Activity based on Participant
22 evaluation, and Orange County CalWORKs/WTW Policies and Procedures; and
23 authorize the appropriate level of Supportive Services after securing required
24 documentation.

25 13.2.1.5 Monitor progress of the Participant
26 through the CalWORKs/WTW program; conduct good cause determination; and
27 maintain accurate case records for the Participant, both hard copy and in the
28 computer information system(s).

ATTACHMENT B

1 13.2.1.6 Direct the unit in the Case Manager
2 Supervisor's absence; assist in performing case reviews; assist in training
3 new staff, including one-on-one training of new or under-performing staff;
4 attend meetings on behalf of the Case Manager Supervisor; and handle a
5 caseload including more difficult or complex cases.

6 13.2.1.7 Perform other duties as may be assigned by
7 management.

8 13.2.2 Qualifications:

9 13.2.2.1 Bachelor's degree from an accredited
10 college or university, preferably in a human services related field, or four
11 (4) years of experience in employment services, or human services.

12 13.2.2.2 Minimum of nine (9) months work experience
13 required in social services, business, education, community based
14 organizations, or related fields that demonstrates knowledge and abilities
15 required.

16 13.2.2.3 Competent in the use of personal computers
17 and knowledgeable in the use of word processing and spreadsheet programs such
18 as Microsoft Word and Excel. Bilingual capabilities in Spanish or Vietnamese
19 preferred.

20 13.2.2.4 Possess excellent organizational,
21 interpersonal, written, and verbal communication skills; ability to perform
22 comfortably in a fast-paced, deadline-oriented work environment; ability to
23 successfully execute many complex tasks simultaneously; and ability to work as
24 a team member, as well as independently.

25 13.3 Case Manager

26 13.3.1 Duties:

27 13.3.1.1 Manage a caseload of CalWORKs Participants
28 in working towards the goal of self-sufficiency and unsubsidized employment

1 under the general supervision of the Case Manager Supervisor; provide
2 Participants with a clear understanding of the CalWORKs/WTW program and
3 services; and provide encouragement and support to Participants to ensure
4 successful participation in each step/component of the CalWORKs/WTW program.

5 13.3.1.2 Serve as the primary linkage between the
6 Participant and program services; provide continuous motivation to keep the
7 Participant moving toward employment goals; and interview Participants to
8 elicit basic information for entry into the computer information system(s).

9 13.3.1.3 Review Participant information for
10 exemption from the CalWORKs/WTW program and good cause for non-participation.

11 13.3.1.4 Advise the Participant of program choices
12 and refer them to the appropriate CalWORKs/WTW Activity based on Participant
13 evaluation, and Orange County CalWORKs/WTW Policies and Procedures; and
14 authorize the appropriate level of Supportive Services after securing the
15 required documentation.

16 13.3.1.5 Monitor progress of the Participant
17 through the CalWORKs/WTW program; conduct good cause determination; and
18 maintain accurate case records for the Participant, both hard copy and in the
19 computer information system(s).

20 13.3.1.6 Perform other duties as may be assigned by
21 management.

22 13.3.2 Qualifications:

23 13.3.2.1 Bachelor's degree from an accredited
24 college or university, preferably in a human services related field, or four
25 (4) years of experience in employment services, or human services.

26 13.3.2.2 Competent in the use of personal computers
27 and knowledgeable in the use of word processing and spreadsheet programs such
28 as Microsoft Word and Excel. Bilingual capabilities in Spanish or Vietnamese

1 preferred.

2 13.3.2.3 Possess excellent organizational,
3 interpersonal, written, and verbal communication skills; ability to perform
4 comfortably in a fast-paced, deadline-oriented work environment; ability to
5 successfully execute many complex tasks simultaneously; and ability to work as
6 a team member, as well as independently.

7 13.4 Office Assistant

8 13.4.1 Duties:

9 13.4.1.1 Enter data into computer information
10 systems as required, and provide word processing support to Case Management
11 staff.

12 13.4.1.2 Handle all incoming and outgoing mail and
13 telephone correspondence.

14 13.4.1.3 Assist in establishing a Participant case
15 record, and forward the case record to the Case Manager Supervisor.

16 13.4.1.4 Process and distributes computer
17 information system(s) generated forms, notices, alerts, and printouts to Case
18 Management staff and file them as appropriate, in the Participant case record.

19 13.4.1.5 Provide clerical support to staff such as
20 word processing and making copies.

21 13.4.1.6 Perform other duties as may be assigned by
22 management.

23 13.4.2 Qualifications:

24 13.4.2.1 High School diploma, GED, or equivalent
25 certification, and two (2) years general clerical experience.

26 13.4.2.2 Competent in the use of personal computers
27 and knowledgeable in the use of word processing and spreadsheet programs such
28 as Microsoft Word and Excel; knowledge in the use of general office equipment;

1 typing speed of 40 wpm; experience working with culturally and linguistically
2 diverse and disadvantaged populations; ability to work with the public; and
3 ability to work as a team member, as well as independently.

4 13.4.2.3 Possess excellent organizational,
5 interpersonal, written and verbal skills; ability to perform comfortably in a
6 fast-paced, deadline oriented work environment; and ability to successfully
7 execute many complex tasks simultaneously.

8 13.5 Performance Management and Oversight

9 13.5.1 Duties:

10 13.5.1.1 Maintains up-to-date and accurate
11 knowledge of all applicable statutes, regulations and contractual
12 requirements.

13 13.5.1.2 Ensures CONTRACTOR is in compliance, at
14 all times, with all applicable statutes, regulations, and contractual
15 requirements.

16 13.5.1.3 Provides oversight of project operations
17 and deploys resources to address all operational needs; directly supervises
18 the Project Director; and assists in the creation and implementation of
19 innovative ideas to enhance WTW Case Manager service delivery.

20 13.5.1.4 Reviews statistical data and reports to
21 ensure adequate staffing and scheduling are maintained.

22 13.5.1.5 Ensures contract requirements are
23 delivered effectively and efficiently.

24 13.5.1.6 Performs other duties as assigned by
25 management.

26 13.5.2 Minimum Qualifications:

27 13.5.2.1 Bachelor's degree, Master's degree
28 preferred, from an accredited college or university in Social Welfare,

ATTACHMENT B

1 Business Administration, Public Administration, or in a human services related
2 field or four (4) years of experience in Social Welfare, Business
3 Administration, Public Administration, or in a human services related field.

4 13.5.2.2 A minimum of seven (7) years supervisory
5 experience; of which a minimum of three (3) years of project management
6 experience for public welfare programs is preferred; expanded knowledge of
7 health and human service programs; strong skills in managing similar projects
8 for performance and quality control; and proven experience managing budgets
9 for similar projects.

10 13.5.2.3 Experienced and articulate in public
11 speaking and presentation skills.

12 13.5.2.4 Must possess exceptional organizational,
13 interpersonal, written, and verbal communication skills; ability to
14 comfortably perform in a fast-paced, deadline-oriented work environment;
15 ability to successfully execute many complex tasks simultaneously; and ability
16 to work as a team member, as well as independently.

17 13.6 Project Director

18 13.6.1 Duties:

19 13.6.1.1 Oversee all segments of project operations
20 and deploy resources to address all operational needs; directly supervise the
21 Operations Manager I, Operations Manager II, Finance, Human Resources, and
22 Administrative and Performance Manager; and provide fiscal oversight.

23 13.6.1.2 Monitor the achievement of performance
24 goals and objectives; monitor all quality assurance and quality control
25 activities; and develop and maintain effective communication with
26 ADMINISTRATOR.

27 13.6.2 Minimum Qualifications:

28 13.6.2.1 Bachelor's degree, Master's degree

ATTACHMENT B

1 preferred, from an accredited college or university in Social Welfare,
2 Business Administration, Public Administration, or in a human services related
3 field or four (4) years of experience in Social Welfare, Business
4 Administration, Public Administration, or in a human services related field.

5 13.6.2.2 A minimum of five (5) years supervisory
6 experience; of which three (3) years of management experience for public
7 welfare programs is preferred; expanded knowledge of health and human service
8 programs; strong skills in managing similar projects for performance and
9 quality control; and proven experience managing budgets for similar projects.

10 13.6.2.3 Experienced and articulate in public
11 speaking and presentation skills.

12 13.6.2.4 Must possess exceptional organizational,
13 interpersonal, written, and verbal communication skills; ability to
14 comfortably perform in a fast-paced, deadline-oriented work environment;
15 ability to successfully execute many complex tasks simultaneously; and ability
16 to work as a team member, as well as independently.

17 13.7 Human Resources

18 13.7.1 Duties:

19 13.7.1.1 Provide direct supervision of the HR
20 Specialist;

21 13.7.1.2 Perform human resources activities and
22 internal office support functions under the general direction of the Project
23 Director;

24 13.7.1.3 Oversee the project's recruiting and
25 hiring efforts;

26 13.7.1.4 Ensure compliance with Equal Employment
27 Opportunity, Americans with Disability Act, and other applicable personnel
28 requirements;

ATTACHMENT B

1 13.7.1.5 Maintain the personnel records and filing
2 system; and conduct new employee orientation and employee exit interviews;

3 13.7.1.6 Process confidential documents; and

4 13.7.1.7 Perform employee benefits and payroll
5 functions.

6 13.7.2 Qualifications:

7 13.7.2.1 Bachelor's degree from an accredited
8 college or university in Business Administration, or four (4) years experience
9 in Human Resources or a related field; or four (4) years experience in a
10 highly responsible administrative or staff capacity in the analysis and
11 resolution of problems related to project management, organization, personnel,
12 or systems and procedures.

13 13.7.2.2 Possess personal computer skills and the
14 ability to quickly learn software applications, and knowledge in the use of
15 other general office equipment.

16 13.7.2.3 Highly developed organizational,
17 interpersonal, written, and verbal communication skills; ability to perform
18 comfortably in a fast-paced, deadline-oriented work environment; ability to
19 successfully execute many complex tasks simultaneously; and ability to work as
20 a team member, as well as independently.

21 13.8 Operations Manager II

22 13.8.1 Duties:

23 13.8.1.1 Provide management oversight and direct
24 supervision of Case Manager Supervisors.

25 13.8.1.2 Oversee the day-to-day management of all
26 aspects of program operation, daily project operations and monitor to make
27 certain compliance with project goals, including Work Participation Rates
28 (WPR), Employment, Sanction Reduction, and key performance measures.

1 13.8.1.3 Develop and maintain effective
2 communication with ADMINISTRATOR.

3 13.8.1.4 Ensure administration of the CalWORKs
4 program in compliance with COUNTY, State, and Federal requirements.

5 13.8.1.5 Recruit, supervise, and manage all WTW
6 Case Management staff.

7 13.8.1.6 Develop and monitor achievement of project
8 goals, objectives, and achievement of staff performance goals.

9 13.8.1.7 Assist and support staff training.

10 13.8.1.8 Develop relationships with community
11 organizations to strengthen CalWORKs WTW objectives.

12 13.8.2 Qualifications:

13 13.8.2.1 Bachelor's degree from an accredited
14 college or university, preferably in a human services related field, or four
15 (4) years of experience in employment services or human services.

16 13.8.2.2 Minimum of three (3) years of work
17 experience in business, social services, education, community based
18 organizations, or related fields that demonstrates knowledge and abilities
19 required; of which a minimum of two (2) years must be in a supervisory role.

20 13.8.2.3 Competent in the use of personal computers
21 and knowledgeable of all MS Office applications.

22 13.8.2.4 Possess excellent organizational,
23 interpersonal, written, and verbal communication skills; ability to perform
24 comfortably in a fast-paced, deadline-oriented work environment; ability to
25 successfully execute many complex tasks simultaneously; and ability to work as
26 a team member, as well as independently.

27 13.9 Operations Manager I

28 13.9.1 Duties:

ATTACHMENT B

1 13.9.1.1 Provide management oversight and direct
2 supervision of Case Manager Supervisors.

3 13.9.1.2 Oversee the day-to-day management of all
4 aspects of program operation, daily project operations and monitor to make
5 certain compliance with project goals, including Work Participation Rates
6 (WPR), Employment, Sanction Reduction, and key performance measures.

7 13.9.1.3 Develop and maintain effective
8 communication with ADMINISTRATOR.

9 13.9.1.4 Ensure administration of the CalWORKs
10 program in compliance with COUNTY, State, and Federal requirements.

11 13.9.1.5 Recruit, supervise, and manage all WTW
12 Case Management staff.

13 13.9.1.6 Develop and monitor achievement of project
14 goals, objectives, and achievement of staff performance goals.

15 13.9.1.7 Assist and support staff training.

16 13.9.1.8 Develop relationships with community
17 organizations to strengthen CalWORKs WTW objectives.

18 13.9.2 Qualifications:

19 13.9.2.1 Bachelor's degree from an accredited
20 college or university, preferably in a human services related field, or four
21 (4) years of experience in employment services or human services.

22 13.9.2.2 Minimum of three (3) years of work
23 experience in business, social services, education, community based
24 organizations, or related fields that demonstrates knowledge and abilities
25 required; of which a minimum of two (2) years must be in a supervisory role.

26 13.9.2.3 Competent in the use of personal computers
27 and knowledgeable of all MS Office applications.

28 13.9.2.4 Possess excellent organizational,

1 interpersonal, written, and verbal communication skills; ability to perform
2 comfortably in a fast-paced, deadline-oriented work environment; ability to
3 successfully execute many complex tasks simultaneously; and ability to work as
4 a team member, as well as independently.

5 13.10 Staff Development Specialist

6 13.10.1 Duties:

7 13.10.1.1 Conduct case reviews to ensure quality of
8 services and compliance with written policies and procedure;

9 13.10.1.2 Provide documentation, including computer
10 information system updates and service referrals;

11 13.10.1.3 Identify potential problems through case
12 reviews and CalWIN;

13 13.10.1.4 Provide monitoring, reviews, and data
14 collection for potential problem areas.

15 13.10.1.5 Collect and report data related to
16 contract goals and CONTRACTOR's corporate requirements for performance
17 measurement;

18 13.10.1.6 Monitor case transfers and case assignment
19 process;

20 13.10.1.7 Ensure case management reports are
21 reconciled in a timely and accurate manner.

22 13.10.1.8 Collect, analyze, and interpret
23 Participant surveys to ensure quality customer service;

24 13.10.1.9 Monitor Reception and Office Assistant
25 activities to ensure timeliness and accuracy of services; including answering
26 the telephone, assisting incoming Participants, processing mail and internal
27 distributions, maintenance of mail logs, correspondence logs, and Participant
28 sign in logs.

ATTACHMENT B

1 13.10.1.10 Assist with quality assurance reporting
2 and provide feedback to project staff;

3 13.10.1.11 Collect and analyze data for staff
4 evaluations;

5 13.10.1.12 Monitor and ensure Participant
6 confidentiality by signing off the computer system, locking cabinets, and
7 utilizing a paper shredder.

8 13.10.1.13 Assist with policy development and
9 implementation in response to Federal, State, and COUNTY legislative and
10 procedural updates.

11 13.10.1.14 Prepare materials for and conduct new hire
12 training.

13 13.10.1.15 Perform other duties as may be assigned by
14 management.

15 13.10.2 Qualifications:

16 13.10.2.1 Bachelor's degree from an accredited
17 college or university in a human services related field, or four (4) years of
18 human services experience; and one (1) year of case management experience in
19 welfare reform or employment support.

20 13.10.2.2 Ability to analyze data; clearly
21 communicate in verbal and written form; interact successfully with
22 ADMINISTRATOR's staff; and possess computer literacy in word processing and
23 spreadsheet programs such as MS Word, Excel, and other databases.

24 13.10.2.3 Excellent organizational skills; ability
25 to perform comfortably in a fast-paced, deadline-oriented work environment;
26 ability to successfully execute many complex tasks simultaneously; and ability
27 to work as a team member, as well as independently.

28 13.11 Finance

13.11.1 Duties:

13.11.1.1 Develop and prepare budget-tracking reports to assist the Project Director with the fiscal monitoring of this Agreement to ensure compliance with State and COUNTY requirements;

13.11.1.2 Implement internal controls to support and ensure the auditing of financial records.

13.11.1.3 Prepare, submit, and track the payment of project invoices to ADMINISTRATOR;

13.11.1.4 Maintain a requisition file of all contract-related purchases and expenditures.

13.11.1.5 Serve as liaison to ADMINISTRATOR regarding the submission of financial reports and back up documents; prepare requests to ADMINISTRATOR to modify budget line items, when instructed by the Project Director, and secure approval from ADMINISTRATOR for the expenditure of funds, as needed.

13.11.1.6 Prepare budgets and generate forecasts for financial and programmatic performance;

13.11.1.7 Analyze and summarize financial data as requested by the Project Director;

13.11.1.8 Troubleshoot problems identified in budget reports, and recommend corrective action to the Project Director.

13.11.1.9 Reconcile project financial records with CONTRACTOR's corporate financial records, and prepare, under direction, proposed budgets for contract renewal.

13.11.2 Qualifications:

13.11.2.1 Bachelor's degree from an accredited college or university in accounting, finance, or business administration, or four (4) years of experience in accounting, finance, or business

1 administration.

2 13.11.2.2 Minimum of four (4) years of work
3 experience in a similar accounting or financial position.

4 13.11.2.3 Ability to effectively analyze data and
5 clearly communicate in verbal and written form, contract and financial
6 details, and computer literacy with word processing and spreadsheet programs
7 such as MS Word, Excel, and other data base applications.

8 13.11.2.4 Ability to interact successfully with
9 COUNTY staff; excellent organizational, interpersonal, written, and verbal
10 communication skills; ability to perform comfortably in a fast-paced,
11 deadline-oriented work environment; ability to successfully execute many
12 complex tasks simultaneously; and ability to work as a team member, as well as
13 independently.

14 13.12 Administrative and Performance Manager

15 13.12.1 Duties:

16 13.12.1.1 Provide direct supervision of the Staff
17 Development Specialist.

18 13.12.1.2 Develops and implements planned or
19 systematic actions/tools necessary to ensure case management services are
20 performed effectively.

21 13.12.1.3 Oversees compliance with contractual
22 obligations, identifies program deficiencies and recommends any necessary
23 corrective actions to ensure consistent application of all project and COUNTY
24 policies and procedures pertinent to the project.

25 13.12.1.4 Ensures the quality of casework per the
26 quality standards required by Orange County CalWORKs/WTW Policies and
27 Procedures, and develops and implements internal systems and procedures.

28 13.12.1.5 Analyzes COUNTY performance audits and

ATTACHMENT B

1 provides feedback on findings; performs internal audits to ensure quality of
2 case management services; and identifies program deficiencies and makes
3 recommendations for solutions and corrective action.

4 13.12.1.6 Develops and maintains a training program
5 for Case Management staff and provides ongoing staff training and development.

6 13.12.1.7 Assists the Project Director with day-to-
7 day project operations, including but not limited to hiring staff; monitoring
8 of staff performance and recommendations for corrective actions; and
9 implementing project activities.

10 13.12.1.8 Assists with the day-to-day human resource
11 duties such as, but not limited to coordinating, scheduling and conducting of
12 interviews; processing and orientation of new hires; processing confidential
13 personnel documents; and communicating with CONTRACTOR's corporate offices to
14 ensure proper administration of human resources processes and procedures.

15 13.12.1.9 Assists with the day-to-day Finance duties
16 such as, but not limited to, preparing vendor invoices for review and
17 approval; and communicating with Finance to ensure proper administration of
18 Finance processes and procedures.

19 13.12.2 Qualifications:

20 13.12.2.1 Bachelor's degree, Master's degree
21 preferred, from an accredited college or university in Social Welfare,
22 Business Administration, Public Administration, or in a human services related
23 field; or four (4) years of experience in administrative or staff capacity in
24 the analysis and resolution of problems related to policies and procedures,
25 organization, personnel, or systems.

26 13.12.2.2 Competent in the use of personal computers
27 and knowledgeable of all MS Office applications.

28 13.12.2.3 Possess excellent organizational,

1 interpersonal, written, and verbal communication skills; ability to perform
2 comfortably in a fast-paced, deadline-oriented work environment; ability to
3 successfully execute many complex tasks simultaneously; and ability to work as
4 a team member, as well as independently.

5 13.13 Human Resources (HR) Specialist:

6 13.13.1 Duties:

7 13.13.1.1 Directs recruitment and hiring efforts to
8 ensure compliance with CONTRACTOR's policies and contract requirements under
9 the general direction of Human Resources;

10 13.13.1.2 Ensures compliance with Equal Employment
11 Opportunity, Americans with Disability Act, and other applicable personnel
12 requirements;

13 13.13.1.3 Establishes and oversees the employee
14 performance evaluation process;

15 13.13.1.4 Completes employment verifications;

16 13.13.1.5 Maintains monthly turnover tracking
17 information and reporting requirements;

18 13.13.1.6 Processes employee separation procedures;
19 and

20 13.13.1.7 Maintains and updates organizational
21 charts.

22 13.13.2 Qualifications:

23 13.13.2.1 Bachelor's degree from an accredited
24 college or university preferably in Human Resources, Business Administration,
25 or Psychology, or four (4) years experience in human resources.

26 13.13.2.2 Knowledge of Federal and State employment
27 laws.

28 13.13.2.3 Possess experience in conflict and

ATTACHMENT B

1 employee relations resolutions in a human resource context (e.g. grievances,
2 leading investigations and reporting.)

3 13.13.2.4 Possess personal computer skills and the
4 ability to quickly learn software applications, and knowledge in the use of
5 other general office equipment.

6 13.13.2.5 Possess excellent organizational,
7 interpersonal, written, and verbal communication skills; ability to perform
8 comfortably in a fast-paced, deadline-oriented work environment; ability to
9 successfully execute many complex tasks simultaneously; and ability to work as
10 a team member, as well as independently; ability to work with a culturally and
11 linguistically diverse population in a courteous and effective manner.

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

EXHIBIT B

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

MAXIMUS HUMAN SERVICES, INC.

A SUBSIDIARY OF MAXIMUS, INC.

FOR THE PROVISION OF CASE MANAGEMENT SERVICES

AGREEMENT TO COMPLY WITH THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY

INFORMATION TECHNOLOGY SECURITY AND USAGE POLICY

Use of E-mail, Personal Computers, and other Computer Resources Policy

I acknowledge that I have read, understand, and agree to abide by all provisions of the ADMINISTRATOR's Use of E-mail, Personal Computers, and other Computer Resources Policy (I-6) which is attached hereto and incorporated herein by reference. My signature on the aforementioned document shall serve as confirmation of my agreement to stipulations written therein.

Information Security Rules of the Road Training

I acknowledge that I have read and understand the Orange County Social Services Agency Information Security Rules of the Road training presentation which has been provided by ADMINISTRATOR.

Confidentiality Statement

I agree to the confidentiality provisions pursuant to Paragraph 31 of this Agreement. Further I acknowledge and agree to the following:

All written and oral information concerning clients of ADMINISTRATOR is confidential. The term client shall include former, current, and future applicants, recipients, and authorized representatives who have received, are currently receiving, are currently seeking, or in the future will receive services from ADMINISTRATOR. It shall also include all individuals who have been, who currently are, or who are pending potential future investigation in connection with the administration of ADMINISTRATOR's programs.

Information pertaining to ADMINISTRATOR's clients shall not be disclosed to anyone, in or out of the workplace, including other employees, nor shall it be published, or used by any employee, except for purposes directly connected with the administration of ADMINISTRATOR's programs as set forth in the California Welfare and Institutions Code, or pursuant to an order of a

judge of the Juvenile Court.

Information includes the names of persons, and all other personal or case-related information, including, but not limited to, client or case information in client case files; court reports; Juvenile Court records; internal agency memoranda, employee or agency reports, minutes and other documents; internal agency electronic mail and electronic messages; information contained in agency electronic data processing databases and systems; client or employee notes, documents, or correspondence; drafts of documents; and oral comments.

I affirm that if I encounter information which I cannot definitely determine as covered or not by the confidentiality provisions of this Exhibit B and Agreement, I shall confer with and obtain approval from my supervisor before releasing said information.

Employee's Printed Name

Employee's Signature

Date

Supervisor's Printed Name

Supervisor's Signature

Date