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

THIS AGREEMENT, entered into this 1st day of July 2015, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ARBOR E & T, LLC, DBA RESCARE WORKFORCE SERVICES, a Kentucky for-profit corporation, qualified to transact interstate business in the State of California, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 1. TERM

2 The term of this Agreement shall commence on July 1, 2015, and terminate
3 on June 30, 2016, unless earlier terminated pursuant to the provisions of
4 Paragraph 45 of this Agreement; however, CONTRACTOR shall be obligated to
5 perform such duties as would normally extend beyond this term, including but
6 not limited to obligations with respect to indemnification, audits, reporting
7 and accounting.

8 2. ALTERATION OF TERMS

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

16 3. DEFINITIONS

17 3.1 Barriers to Employment: Circumstances that interfere with Welfare-
18 To-Work (WTW) participation, employment, or job search.

19 3.2 CalWORKs: California Work Opportunity and Responsibility to Kids
20 Act of 1997 as described in California WIC Section 11200 et seq.

21 3.3 CalWORKs Assistance: The CalWORKs financial assistance payment.

22 3.4 CalWORKs (Federal) Activities: WTW activities outside of the
23 CalWORKs (State) WTW 24-Month Time Clock that meet Federal work requirements
24 and must conform to Federal core and non-core hourly requirements as described
25 in WIC Sections 11322.8(b) and 11322.85(a)(3).

26 3.5 CalWORKs (State) Activities: The full range of CalWORKs WTW
27 activities during the CalWORKs (State) WTW 24-Month Time Clock with no core
28 hourly requirement.

1 3.6 CalWORKs (State) WTW 24-Month Time Clock: A twenty-four (24) month
2 period of WTW eligibility applicable to all individuals who are required to
3 participate in the CalWORKs/WTW Program pursuant to State regulations. Months
4 that count are cumulative during an individual's lifetime on CalWORKs
5 assistance.

6 3.7 Career Consultant: An employee of CONTRACTOR who is responsible
7 for accepting all Employment Support Services referrals, and is responsible
8 for documentation, service delivery, outcomes, action plans, and provides
9 ongoing support to all Participants, as referred by WTW Staff.

10 3.8 Cause Determination: A process conducted between the Participant
11 and the Case Manager, to determine if a noncompliant Participant has good
12 cause for failing or refusing to meet program requirements.

13 3.9 Compliance Plan: A written plan developed by the Case Manager
14 during the Cause Determination interview to correct Participant non-compliance
15 with CalWORKs/WTW Program requirements.

16 3.10 Computer Information System: ADMINISTRATOR's on-line system that
17 records Participant activities, participation, progress, and payments for
18 Supportive Services.

19 3.11 COUNTY Policy: Orange County CalWORKs/WTW Policies and
20 Procedures 100 Series through 600 Series, and any other direction or
21 instructions provided in writing by ADMINISTRATOR, including, but not limited
22 to, emails and FSS Program Summaries as defined in Subparagraph 3.233 below.

23 3.12 Domestic Abuse Services Unit (DASU): Employees of ADMINISTRATOR
24 assigned to provide domestic abuse services to Participants.

25 3.13 Earned Income Tax Credit (EITC): A tax credit available to people
26 who have earned income and meet the eligibility criteria as outlined in the
27 Department of the Treasury, Internal Revenue Service Publication 596.

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1 3.14 Employment Support Services: Services provided to Participants to
2 increase the likelihood of securing employment, retaining employment, and
3 increasing income, thereby reducing assistance payments and recidivism, while
4 promoting family stability and economic self-sufficiency.

5 3.15 Job Developers: Specially trained staff at CalWORKs offices
6 employed by CONTRACTOR who network with employers and assist Participants in
7 seeking and securing employment.

8 3.16 Job Placement: Employment of WTW Participants during their
9 assignment to Job Services, as defined by COUNTY Policy.

10 3.17 Job Services: A four (4) week WTW Program that consists of open-
11 entry group workshops and active job search.

12 3.18 One-Stop Career Centers: Employment-based facilities, established
13 statewide, that integrate COUNTY and other service providers into single
14 workforce centers which provide comprehensive career services and labor market
15 information to Participants seeking jobs under various Federal and State
16 funded programs.

17 3.19 Orange County CalWORKs Plan: A list of major program goals and
18 objectives; and a description of major program elements which contribute to
19 those goals and objectives.

20 3.20 Participants: An individual who is required to participate, or
21 has voluntarily enrolled, in the CalWORKs WTW Program pursuant to State
22 regulations.

23 3.21 Personal Empowerment Program (PEP): A ten (10) week class for
24 domestic abuse victims and their families, as well as for perpetrators of
25 domestic abuse. Classes are offered at domestic abuse shelters.

26 3.22 Post-placement Participants: Participants who are currently
27 meeting required WTW participation hours through unsubsidized employment and
28 remain on aid.

1 3.23 FSS Program Summary (ies): Monthly summary of updates, reminders,
2 clarifications, and/or new information that may replace or enhance program,
3 operational and computer information systems policies, procedures and/or
4 guidelines.

5 3.24 Recipient: An individual receiving CalWORKs financial assistance.

6 3.25 Supportive Services: Payments provided to or on behalf of
7 Participants for ancillary, child care, and transportation expense costs.

8 3.26 Unsubsidized Employment: Employment without government subsidy.

9 3.27 Vocational Assessment: An evaluation of employability and the need
10 for Employment Support Services which considers work history, employment
11 knowledge, skills, and abilities, education; educational competency level,
12 local labor market conditions, physical limitations, and mental conditions.
13 Vocational Assessments are conducted through another COUNTY contracted service
14 provider.

15 3.28 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act
16 administered in the Social Services Agency of Orange County, which requires
17 non-exempt parents or caretakers in families on CalWORKs assistance to meet
18 work requirements by participating in WTW activities, with a goal of
19 unsubsidized employment leading to self-sufficiency.

20 3.29 Workforce Investment Act (WIA)/Workforce Innovation and
21 Opportunity Act (WIOA): Established under the Federal Workforce Investment Act
22 (WIA) of 1998 to provide activities designed to increase the employment,
23 retention, and earnings of Participants, and increase attainment of
24 occupational skills by Participants. Activities authorized by WIA are
25 provided at the local level via the One-Stop Centers to individuals in need of
26 those services, including job seekers, dislocated workers, youth, incumbent
27 workers, new entrants to the workforce, veterans, persons with disabilities
28 and employers. The Federal WIA of 1998 provides the framework for a national

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

12 3.30 WTW Activities: Allowable activities to which a Participant may
13 be assigned as specified in the WIC and the Orange County CalWORKs Plan.

14 3.31 Welfare-To-Work (WTW) Case Manager: An employee of ADMINISTRATOR
15 or other COUNTY contractor who provides case management services to
16 Participants.

17 3.32 Welfare-To-Work (WTW) Staff: ADMINISTRATOR's staff and other
18 contracted staff with the authority to refer Participants for services as
19 defined by COUNTY Policy.

20 3.33 Work Participation: The number of hours per week a Participant is
21 required to engage in WTW activities, based on Federal and State requirements.

22 3.32 Worksite Provider: Public, non-profit and for-profit
23 businesses where Participants may perform their WTW activity. The Worksite
24 Provider may or may not be the employer of record in the subsidized employment
25 program.

26 4. STATUS OF CONTRACTOR

27 CONTRACTOR is and shall at all times be deemed to be, an independent
28 CONTRACTOR and shall be wholly responsible for the manner in which it performs

1 the services required of it by the terms of this Agreement. Nothing herein
2 contained shall be construed as creating the relationship of employer and
3 employee, or principal and agent, between COUNTY and CONTRACTOR or any of
4 CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the
5 responsibility for the acts of its employees or agents as they relate to
6 services to be provided during the course and scope of their employment.

7 CONTRACTOR, its agents, employees and volunteers, shall not be entitled
8 to any rights and/or privileges of COUNTY employees, and shall not be
9 considered in any manner to be COUNTY employees.

10 5. DESCRIPTION OF SERVICES, STAFFING

11 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
12 and supplies as described in the Exhibits to the Agreement Between County of
13 Orange and ARBOR E & T, LLC, DBA RESCARE WORKFORCE SERVICES, for the Provision
14 of Job Services and Employment Support Services, attached hereto and
15 incorporated herein by reference: Exhibit "A" relating to Job Services,
16 Exhibit "B" relating to Employment Support Services, Exhibit "C" relating to
17 Service Conditions and Exhibit "D" relating to Agreement to Comply with the
18 County of Orange Social Services Agency Information Technology Security and
19 Usage Policy. CONTRACTOR shall operate continuously throughout the term of
20 this Agreement with the number and type of staff described and as required for
21 provision of services hereunder.

22 5.2 Subject to thirty (30) days advance notice, ADMINISTRATOR may
23 require changes in staffing allocations to reflect current workload demands or
24 service needs as long as COUNTY's maximum obligation as set forth in this
25 Agreement is not exceeded.

26 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
27 appropriate staff to attend an orientation session and subsequent training
28 sessions given by COUNTY.

1 6. LICENSES AND STANDARDS

2 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
3 required by the laws of the United States, State of California, County of
4 Orange and all other appropriate governmental agencies to perform the services
5 described in this Agreement, and agrees to maintain these licenses and permits
6 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
7 that its employees shall conduct themselves in compliance with such laws and
8 licensure requirements including, without limitation, compliance with laws
9 applicable to sexual harassment and ethical behavior.

10 6.2 In the performance of this Agreement, CONTRACTOR shall comply,
11 unless waived in whole or in part by ADMINISTRATOR, with all applicable
12 provisions of the WIC; Title 45 of the Code of Federal Regulations (CFR);
13 Federal Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87;
14 Title 48 CFR 31.2; and all applicable laws and regulations of the United
15 States, State of California, County of Orange Social Services Agency and all
16 administrative regulations, rules and policies adopted thereunder as each and
17 all may now exist or be hereafter amended.

18 6.3 For federally funded Agreements in the amount of \$25,000.00 or
19 more, CONTRACTOR certifies that its officers and/or principles are not
20 debarred or suspended from federal financial assistance programs and/or
21 activities.

22 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

23 7.1 Delegation and Assignment:

24 In the performance of this Agreement, CONTRACTOR may neither
25 delegate its duties or obligations nor assign its rights, either in whole or
26 in part, without the prior written consent of COUNTY. Any attempted
27 delegation or assignment without prior written consent shall be void. The
28 transfer of assets in excess of ten percent (10%) of the total assets of

1 CONTRACTOR, or any change in the corporate structure, the governing body, or
2 the management of CONTRACTOR, which occurs as a result of such transfer, shall
3 be deemed an assignment of benefits under the terms of this Agreement
4 requiring COUNTY approval.

5 7.2 Subcontracts:

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

13 7.2.1 Subcontracts of \$25,000.00 or less:

14 CONTRACTOR shall develop a standard form Purchase Order,
15 subject to prior written approval of ADMINISTRATOR, to be utilized for the
16 purchase of services by CONTRACTOR when the cumulative total cost of the
17 services to be provided by any organization is anticipated to be twenty-five
18 thousand dollars (\$25,000.00) or less during the term of this Agreement. The
19 basis for costs incurred by any such Purchase Order(s) shall be the actual
20 cost of providing services or the usual and customary charges established by
21 the organization(s) providing the services.

22 7.2.2 Subcontracts in excess of \$25,000.00:

23 CONTRACTOR shall develop and submit for approval to
24 ADMINISTRATOR a system for the procurement of subcontracts with any
25 organization in which the total cumulative cost of services provided by any
26 single organization is anticipated to exceed twenty-five thousand dollars
27 (\$25,000.00) during the term of this Agreement. CONTRACTOR's proposed
28 procurement system shall take into consideration such factors as: degree of

1 price competition; pricing policies and techniques; experience and quality of
2 service; methods of evaluating subcontractor responsibility; relationship of
3 subcontractor to CONTRACTOR; planning, award, and post award management of
4 subcontracts, including internal audit procedures and monitoring of
5 subcontractor's performance until completion of services.

6 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
7 procurement system, CONTRACTOR shall comply with such procurement system in
8 obtaining subcontracts with a total cost in excess of twenty-five thousand
9 dollars (\$25,000.00) during the term of this Agreement. In addition,
10 CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into
11 a subcontract with any organization when the total cumulative cost of services
12 to be provided by that organization is anticipated to exceed twenty-five
13 thousand dollars (\$25,000.00) during the term of this Agreement.

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

20 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

21 8.1 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 8.1.1 The form of CONTRACTOR's business organization, e.g.,
27 proprietorship, partnership, corporation, etc.

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1 8.1.2 A detailed statement indicating the relationship of
2 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
3 individual.

4 8.1.3 A detailed statement indicating the relationship of
5 CONTRACTOR to any subsidiary business organization or to any individual who
6 may be providing services, supplies, material or equipment to CONTRACTOR or in
7 any manner does business with CONTRACTOR under this Agreement.

8 8.2 Change in Form of Business Organization:

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

16 8.3 Real Property Disclosure:

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

22 8.3.1 The location by street address and city of any such real
23 property.

24 8.3.2 The fair market value of any such real property as such
25 value is reflected on the most recently issued County Tax Collector's tax
26 bill.

27 8.3.3 A detailed description of all existing and pending
28 agreements, with respect to the use or occupation of any such real property.

1 Such description shall include, but not be limited to:

2 8.3.3.1 The term duration of any rental, lease or
3 license agreement;

4 8.3.3.2 The amount of monetary consideration to be paid
5 to the lessor or licensor over the term of the rental, lease or license
6 agreement;

7 8.3.3.3 The type and dollar value of any other
8 consideration to be paid to the lessor or licensor; and

9 8.3.3.4 The full names and addresses of all parties to
10 any agreement concerning the real property and a listing of liens (if any)
11 thereof, together with a listing by full names and addresses of all officers,
12 directors and stockholders of any private corporation and a similar listing of
13 all general and limited partners of any partnership which is a party.

14 8.3.4 A listing by full names of all of CONTRACTOR's officers,
15 directors and/or partners, members of its administrative and advisory boards,
16 staff and consultants, who have any family relationship by marriage or blood
17 with a party to any agreement concerning real property referred to in
18 Subparagraph 8.3.3, immediately above, or who have any present or future
19 financial interest in such person's business, whether the entity concerned is
20 a corporation or partnership. Such listing shall also include the full names
21 of all of CONTRACTOR's officers, directors, partners and those holding a
22 financial interest. Included are members of its advisory boards, members of
23 its staff and consultants, who have any family relationship by marriage or
24 blood, to an officer, director, or stockholder of the corporation or to any
25 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
26 also indicate the names of the officers, directors, stockholders, or
27 partner(s), as appropriate, and the family relationship which exists between
28 such person(s) and CONTRACTOR's representatives listed.

1 8.3.5 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 9. USE OF COUNTY PROPERTY

8 9.1 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 9.2, 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 9.2 CONTRACTOR shall enter into a rent-free lease or license agreement
17 with ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall 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 10. NON-DISCRIMINATION

22 10.1 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 Participants, 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 or any other protected group in accordance with the
2 requirements of all applicable Federal or State laws.

3 10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
4 meets the lawful and applicable requirements of the Department of Health and
5 Human Services.

6 10.3 CONTRACTOR shall furnish any and all information requested by
7 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
8 books, records and accounts in order to ascertain CONTRACTOR's compliance with
9 Paragraph 10 et seq.

10 10.4 CONTRACTOR shall comply with Executive Order 11246, entitled
11 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
12 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

13 10.5 Non-Discrimination in Employment

14 10.5.1 All solicitations or advertisements for employees
15 placed by or on behalf of CONTRACTOR shall state that all qualified applicants
16 will receive consideration for employment without regard to sex, race, color,
17 ethnicity, national origin, ancestry, religion, age, marital status, medical
18 condition, sexual orientation, sexual preference, physical or mental
19 disability or any other protected group in accordance with the requirements of
20 all applicable Federal or State laws. Notices describing the provisions of the
21 equal opportunity clause shall be posted in a conspicuous place for employees
22 and job applicants.

23 10.5.2 CONTRACTOR shall refer any and all employees desirous
24 of filing a formal discrimination complaint to:

25 California Department of Social Services

26 Public Inquiry and Response Bureau

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

28 Sacramento, California 94244-2430

1 Telephone: 1-800-952-5253

2 1-800-952-8349 (For the hard of hearing)

3 10.6 Non-Discrimination in Service Delivery

4 10.6.1 CONTRACTOR shall comply with Title VI and VII of the
5 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
6 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
7 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
8 the Americans with Disabilities Act of 1990; California Civil Code Section 51
9 et seq., as amended; California Government Code Sections (CGC) 11135-11139.5,
10 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
11 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
12 CCR Section 3105A(e); the Dymally-Allatorre Bilingual Services Act (CGC
13 Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic
14 Adoption Act of 1996; and other applicable Federal and State laws, as well as
15 their implementing regulations (including Title 45 Code of Federal Regulations
16 (CFR) Parts 80, 84, and 91, Title 7 CFR Part 15, and Title 28 CFR Part 42),
17 and any other law pertaining to Equal Employment Opportunity, Affirmative
18 Action and Nondiscrimination as each may now exist or be hereafter amended.
19 CONTRACTOR shall not implement any administrative methods or procedures which
20 would have a discriminatory effect or which would violate the California
21 Department of Social Services (CDSS) Manual of Policies and Procedures (MPP)
22 Division 21, Chapter 21-100. If there are any violations of this Paragraph,
23 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
24 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
25 other laws, or the issue may be referred to the appropriate Federal agency for
26 further compliance action and enforcement of Subparagraph 10.6 et seq.

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1 10.6.2 CONTRACTOR shall provide any and all Participants
2 desirous of filing a formal complaint any and all information as appropriate:

3 10.6.2.1 Pamphlet: "Your Rights Under California Welfare
4 Programs" (PUB 13)

5 10.6.2.2 Discrimination Complaint Form

6 10.6.2.3 Civil Rights Contacts:

7 County Civil Rights Contact:

8 Orange County Social Services Agency

9 Program Integrity

10 Attn: Civil Rights Coordinator

11 P.O. Box 22001

12 Santa Ana, CA 92702-2001

13 Telephone: (714) 438-8877

14 State Civil Rights Contact:

15 California Department of Social Services

16 Civil Rights Bureau

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

18 Sacramento, CA 94244-2430

19 Federal Civil Rights Contact:

20 U.S. Department of Health and Human Services

21 Office of Civil Rights

22 50 U.N. Plaza, Room 322

23 San Francisco, CA 94102

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11. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
500 N. State College Blvd.
Orange, CA 92868-1600

CONTRACTOR: Arbor E & T, LLC
9901 Linn Station Road
Louisville, KY 40223
Attn: Executive Vice President

With copy to:

ResCare, Inc.
9901 Linn Station Road
Louisville, KY 40223
Attn: General Counsel

And

Arbor E & T, LLC
100 S. Anaheim Blvd., Suite 220
Anaheim, CA 92805

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.

12. 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.

1 13. INDEMNIFICATION

2 13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
3 writing by COUNTY, which approval shall not be unreasonably withheld, and hold
4 U.S. Department of Health and Human Services, the State, COUNTY, and their
5 elected and appointed officials, officers, employees, agents and those special
6 districts and agencies which COUNTY's Board of Supervisors acts as the
7 governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or
8 liability of any kind or nature, including but not limited to personal injury
9 or property damage, arising from or related to the services, products or other
10 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
11 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
12 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
13 CONTRACTOR and COUNTY agree that liability will be apportioned as determined
14 by the court. Neither party shall request a jury apportionment.

15 14. INSURANCE

16 14.1 Prior to the provision of services under this Agreement,
17 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
18 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
19 endorsements required herein, necessary to satisfy COUNTY that the insurance
20 provisions of this Agreement have been complied with, and to keep such
21 insurance coverage and the certificates therefore on deposit with
22 ADMINISTRATOR during the entire term of this Agreement.

23 14.2 CONTRACTOR shall ensure that all subcontractors performing work on
24 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
25 to the same terms and conditions as set forth herein for CONTRACTOR.

26 14.3 All self-insured retentions (SIRs) and deductibles shall be
27 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
28 apply, indicate this on the Certificate of Insurance with a "0" by the

1 appropriate line of coverage. Any SIR or deductible in an amount in excess of
 2 \$25,000.00 (\$5,000.00 for automobile liability), shall specifically be
 3 approved by the County Executive Office (CEO)/Office of Risk Management.

4 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
 5 the full term of this Agreement, COUNTY may terminate this Agreement.

6 14.5 Qualified Insurer

7 14.5.1 Minimum insurance company ratings as determined by the
 8 most current edition of the Best's Key Rating Guide/Property-Casualty/United
 9 States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII
 10 (Financial Size Category).

11 14.5.2 The policy or policies of insurance required herein
 12 must be issued by an insurer licensed to do business in the State of
 13 California (California Admitted Carrier). If the insurer is a non-admitted
 14 carrier in the State of California and does not meet or exceed an A.M. Best
 15 rating of A-/VIII, CEO/Office of Risk Management retains the right to approve
 16 or reject carrier after a review of the company's performance and financial
 17 ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best
 18 rating of A-/VIII, ADMINISTRATOR can accept the insurance.

19 14.6 The policy or policies of insurance maintained by CONTRACTOR shall
 20 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

1	Employer's Liability Insurance	\$1,000,000 per occurrence
2	Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
3		
4	Sexual Misconduct Liability	\$1,000,000 per occurrence

5 14.7 Required Coverage Forms

6 14.7.1 Commercial General Liability coverage shall be written
7 on Insurance Services Office (ISO) form CG 00 01, or a substitute form
8 providing liability coverage at least as broad.

9 14.7.2 Business Auto Liability coverage shall be written on
10 ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
11 coverage at least as broad.

12 14.8 Required Endorsements

13 14.8.1 Commercial General Liability policy shall contain the
14 following endorsements, which shall accompany the Certificate of insurance:

15 14.8.1.1 An Additional Insured endorsement using ISO form
16 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
17 its elected and appointed officials, officers, employees, agents as Additional
18 Insureds.

19 14.8.1.2 A primary non-contributing endorsement
20 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
21 insurance maintained by the County of Orange shall be excess and non-
22 contributing.

23 14.9 All insurance policies required by this Agreement shall waive all
24 rights of subrogation against the County of Orange, its elected and appointed
25 officials, officers, agents and employees when acting within the scope of
26 their appointment or employment.

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1 14.10 The Workers' Compensation policy shall contain a waiver of
2 subrogation endorsement waiving all rights of subrogation against the County
3 of Orange, its elected and appointed officials, officers, agents and
4 employees.

5 14.11 All insurance policies required by this Agreement shall give the
6 County of Orange thirty (30) days' notice in the event of cancellation and ten
7 (10) days for non-payment of premium. This shall be evidenced by policy
8 provisions or an endorsement separate from the Certificate of Insurance.

9 14.12 If CONTRACTOR's Professional Liability policy is a "claims made"
10 policy, CONTRACTOR shall agree to maintain professional liability coverage for
11 two (2) years following completion of this Agreement.

12 14.13 The Commercial General Liability policy shall contain a
13 severability of interests clause also known as a "separation of insureds"
14 clause (standard in the ISO CG 00 01 policy)

15 14.14 Insurance certificates should be mailed to COUNTY at the address
16 indicated in Paragraph 11 of this Agreement.

17 14.15 If CONTRACTOR fails to provide the insurance certificates and
18 endorsements within seven (7) days of notification by CEO/County Procurement
19 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

20 14.16 COUNTY expressly retains the right to require CONTRACTOR to
21 increase or decrease insurance of any of the above insurance types throughout
22 the term of this Agreement. Any increase or decrease in insurance will be as
23 deemed by County of Orange Risk Manager as appropriate to adequately protect
24 COUNTY.

25 14.17 COUNTY shall notify CONTRACTOR in writing of changes in the
26 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
27 certificates of insurance and endorsements with COUNTY incorporating such
28 changes within thirty (30) days of receipt of such notice, this Agreement may

1 be in breach without further notice to CONTRACTOR, and COUNTY shall be
2 entitled to all legal remedies.

3 14.18 The procuring of such required policy or policies of insurance
4 shall not be construed to limit CONTRACTOR's liability hereunder nor to
5 fulfill the indemnification provisions and requirements of this Agreement, nor
6 act in any way to reduce the policy coverage and limits available from the
7 insurer.

8 15. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

9 CONTRACTOR shall report to COUNTY:

10 15.1 Any accident or incident relating to services performed under this
11 Agreement which involves injury or property damage which may result in the
12 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
13 shall be made in writing within twenty-four (24) hours of occurrence.

14 15.2 Any third party claim or lawsuit filed against CONTRACTOR arising
15 from or related to services performed by CONTRACTOR under this Agreement.
16 Such report shall be submitted to COUNTY within twenty-four (24) hours of
17 occurrence.

18 15.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
19 property. Such report shall be submitted to COUNTY within twenty-four (24)
20 hours of occurrence.

21 15.4 Any loss, disappearance, destruction, misuse, or theft of any kind
22 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
23 under the term of this Agreement. Such report shall be submitted to COUNTY
24 within twenty-four (24) hours of occurrence.

25 16. CONFLICT OF INTEREST

26 CONTRACTOR shall exercise reasonable care and diligence to prevent any
27 actions or conditions that could result in a conflict with the best interests
28 of COUNTY. This obligation shall apply to CONTRACTOR's employees, agents,

1 relatives, subcontractors, and third parties associated with accomplishing the
2 work hereunder.

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

8 17. ANTI-PROSELYTISM PROVISION

9 No funds provided directly to institutions or organizations to provide
10 services and administer programs under Title 42 U.S.C. Section 604(a)(1)(A)
11 shall be expended for sectarian worship, instruction, or proselytization,
12 except as otherwise permitted by law.

13 18. SUPPLANTING GOVERNMENT FUNDS

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

23 19. EQUIPMENT

24 19.1 All items purchased with funds provided under this Agreement, or
25 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
26 at least five thousand dollars (\$5,000.00), including sales tax, shall be
27 considered Capital Equipment. Title to all items of Capital Equipment
28 purchased vests and will remain in COUNTY as such shall be designated by

1 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
2 performance of this Agreement. Upon the termination of this Agreement,
3 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
4 or its representatives, or dispose of them in accordance with the directions
5 of ADMINISTRATOR.

6 CONTRACTOR further agrees to the following:

7 19.1.1 To maintain all items of Capital Equipment in good
8 working order and condition, normal wear and tear excepted.

9 19.1.2 To label all items of Capital Equipment, do periodic
10 inventories as required by ADMINISTRATOR and to maintain an inventory list
11 showing where and how the Capital Equipment is being used, in accordance with
12 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
13 ADMINISTRATOR within ten (10) days of any request therefor.

14 19.1.3 To report in writing to ADMINISTRATOR immediately
15 after discovery, the loss or theft of any items of Capital Equipment. For
16 stolen items, the local law enforcement agency must be contacted and a copy of
17 the police report submitted to ADMINISTRATOR.

18 19.1.4 To purchase a policy or policies of insurance covering
19 loss or damage to any and all Capital Equipment purchased under this
20 Agreement, in the amount of the full replacement value thereof, providing
21 protection against the classification of fire, extended coverage, vandalism,
22 malicious mischief and special extended perils (all risks) covering the
23 parties' interests as they appear.

24 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be
25 requested in writing, shall require the prior written approval of
26 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
27 appropriate and directly related to CONTRACTOR's service or activity under the
28 terms of this Agreement. COUNTY may refuse reimbursement for any costs

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

3 19.3 Personal Computer Equipment:

4 No personal computers and/or personal electronic devices, such as
5 tablets and laptop computers, or any component thereof may be purchased with
6 funds provided under this Agreement, regardless of purchase price, without
7 prior written approval of ADMINISTRATOR. Any such purchase thereof purchased
8 shall be in accordance with specifications provided by ADMINISTRATOR, be
9 subject to the same inventory control conditions specified in Subparagraphs
10 19.1.1 to 19.1.4 and, at the sole discretion of ADMINISTRATOR, become the
11 property of COUNTY upon termination of this Agreement.

12 19.4 Use of COUNTY Personal Computer Equipment:

13 19.4.1 COUNTY intends to permit CONTRACTOR the use of
14 computer equipment provided by ADMINISTRATOR. Said computer equipment shall
15 be used solely by employees of CONTRACTOR while performing their assigned
16 duties pursuant to this Agreement and shall remain the property of COUNTY.
17 CONTRACTOR shall ensure that each of its employees that has access to COUNTY
18 facilities and/or data contained in ADMINISTRATOR's Computer Information
19 System completes information security and computer usage training provided by
20 ADMINISTRATOR, signs and adheres to the provisions in Exhibit D to this
21 Agreement, and signs and adheres to any subsequent agreements required by
22 Federal, State or other organizations. CONTRACTOR's failure to have all
23 CONTRACTOR employees that have access to COUNTY's facilities and/or data
24 execute the agreement and/or complete training shall constitute a breach of
25 this Agreement.

26 20. BREACH SANCTIONS

27 Failure by CONTRACTOR to comply with any of the provisions, covenants,
28 or conditions of this Agreement shall be a material breach of this Agreement.

1 In such event ADMINISTRATOR may and in addition to immediate termination and
2 any other remedies available at law, in equity, or otherwise specified in this
3 Agreement:

4 20.1 Afford CONTRACTOR a time period within which to cure the breach,
5 which period shall be established by ADMINISTRATOR; and/or

6 20.2 Discontinue reimbursement to CONTRACTOR for and during the period
7 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
8 later recovery; and/or

9 20.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
10 COUNTY those monies disallowed pursuant to Subparagraph 20.2, above.

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

13 21. PAYMENTS

14 21.1 Maximum Contractual Obligation:

15 The maximum obligation of COUNTY under this Agreement shall not
16 exceed the amount of \$11,786,712.00, or actual allowable costs, whichever is
17 less.

18 21.2 Allowable Costs:

19 During the term of this Agreement, COUNTY shall pay CONTRACTOR
20 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
21 pursuant to this Agreement. Allowable costs shall be determined pursuant to
22 Subpart 31.2 of Title 48 of the Code of Federal Regulations, commencing with
23 Section 31.201, or as approved by ADMINISTRATOR. However, COUNTY, in its sole
24 discretion, may pay CONTRACTOR for anticipated allowable costs that will be
25 incurred by CONTRACTOR for June 2015 during the months of such anticipated
26 expenditure.

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1 21.3 CONTRACTOR's Fees:

2 In addition to reimbursement for actual allowable costs pursuant
3 to Subparagraph 21.2, CONTRACTOR shall be paid \$159,624.25 monthly in arrears,
4 for each month or any portion thereof that this Agreement is in effect for a
5 total aggregate of \$1,915,491.00. It is agreed that the fee specified in this
6 Subparagraph shall fully compensate CONTRACTOR for general and administrative
7 and/or overhead costs, and/or any other indirect costs incurred as a result of
8 performance of this Agreement, and that any such costs in excess of this
9 amount shall not be allowed, paid or reimbursed. CONTRACTOR's Fees are part of
10 and not in addition to the maximum obligation of COUNTY as stated in
11 Subparagraph 21.1 above.

12 21.4 Claims:

13 21.4.1 CONTRACTOR shall submit monthly claims to be received
14 by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month
15 for expenses incurred in the preceding month. In the event the twentieth
16 (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall
17 submit the claim the next business day. COUNTY holidays include New Year's
18 Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day,
19 Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,
20 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

21 21.4.2 All claims must be submitted on a form approved by
22 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
23 source documents with the monthly claims, including, inter alia, a monthly
24 statement of services, general ledgers, supporting journals, time sheets,
25 invoices, canceled checks, receipts, and receiving records, some of which may
26 be required to be copied. Source documents that CONTRACTOR must submit shall
27 be determined by ADMINISTRATOR and/or County's Auditor-Controller. CONTRACTOR
28 shall retain all financial records in accordance with Paragraph 28 (Records,

1 Inspections, and Audits) of this Agreement.

2 21.4.3 Payments should be released by COUNTY within a
3 reasonable time period of approximately thirty (30) days after receipt of a
4 correctly completed claim form and required supporting documentation.

5 21.4.4 Final Claim/Settlement:

6 21.4.4.1 Final claims for the term of July 1, 2015
7 through June 30, 2016, must be received no later than August 30, 2016 at 5:00
8 p.m.

9 21.4.4.2 Claims received after the date specified in
10 Subparagraph 21.4.4.1 may not be reimbursed. ADMINISTRATOR may, in its sole
11 discretion, modify the date upon which the final claim must be received, upon
12 notice to CONTRACTOR.

13 21.4.5 The basis for final settlement shall be the actual
14 allowable costs pursuant to Subpart 31.2 of Title 48 of the Code of Federal
15 Regulations, commencing with Section 31.201, incurred and paid by CONTRACTOR
16 pursuant to the budget in Subparagraph 21.2 of Exhibit C of this Agreement;
17 limited, however, to the maximum obligation of COUNTY. In the event that any
18 overpayment has been made, COUNTY may offset the amount of the overpayment
19 against the final payment. In the event overpayment exceeds the final
20 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) days of
21 notice from COUNTY. Nothing herein shall be construed as limiting the
22 remedies of COUNTY in the event an overpayment has been made.

23 21.4.6 Seventy-Five Percent Expenditure Notification:

24 CONTRACTOR shall maintain a system of record keeping that
25 will allow CONTRACTOR to determine when it has incurred seventy-five percent
26 (75%) of the total contract authorizations under this Agreement.

27 Upon occurrence of this event, CONTRACTOR shall send
28 written notification to ADMINISTRATOR.

21.4.7 Financial Penalties for Underperformance

21.4.7.1 CONTRACTOR shall be assessed financial penalties for each quarterly period of underperformance per Subparagraph 21.4.7.2, with respect to Placement Rates and Average Starting Wage.

21.4.7.2 Quarterly periods are defined as: July 1 through September 30; October 1 through December 31; January 1 through March 31; and April 1 through June 30. The financial penalties will be assessed for each quarterly period in which the average is less than the percentage specified in Table 1 below of Job Services Participants that are placed in employment; or the average starting wage is less than the amount specified in Table 2 below of those placed in employment. The amount of financial penalty assessed for any quarter of underperformance shall be calculated by taking the applicable percentage, from Tables 1 and 2, below of \$2,946,678.00 (one quarter of the maximum obligation amount specified in Subparagraph 21.1). One or both penalties may be levied in a single quarter. Any penalty levied will be deducted from the next payment due by COUNTY after the penalty is calculated.

Table 1

Quarterly Average of Job Services Participants That Are Placed in Employment	Penalty Percentage of Quarterly Maximum Obligation
Less than fifty percent (50%)	Two percent (2%)
Less than forty percent (40%)	Four percent (4%)
Less than thirty percent (30%)	Eight percent (8%)

Table 2

Quarterly Average Starting Wage of Job Services Participants That Are Placed in Employment	Penalty Percentage of Quarterly Maximum Obligation
Less than twenty percent (20%) above prevailing California minimum wage	Two percent (2%)
Less than fifteen percent (15%) above	Four percent (4%)

1	prevailing California minimum wage	
2	Less than ten percent (10%) above prevailing California minimum wage	Eight percent (8%)

3 22. OVERPAYMENTS

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

17 23. OUTSTANDING DEBT

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

21 24. REVENUE

22 Whenever CONTRACTOR receives any money specifically designated for use
23 in programs funded through this Agreement, such monies shall be considered to
24 be a cost off-set and treated as a reduction against the amount claimed by
25 CONTRACTOR, except for Program Income as defined in Title 45 CFR, Section
26 92.25 as that section currently exists or may be hereafter amended. The
27 procedure for designating money as Program Income is set forth in Paragraph 25
28 of this Agreement.

1 25. PROGRAM INCOME

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

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

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

11 25.3 Report to ADMINISTRATOR any and all Program Income received no
12 later than thirty (30) days from the date of receipt; record the amount
13 received on internal financial records; and indicate the amount received on
14 the monthly claim submitted to ADMINISTRATOR.

15 25.4 ADMINISTRATOR will then forward the plan for the requested use of
16 the proposed Program Income to the appropriate State and/or Federal agencies
17 for approval.

18 25.5 CONTRACTOR shall not spend any of the proposed Program Income
19 unless or until such time as ADMINISTRATOR obtains authorization for the use
20 of the Program Income from the responsible State and/or Federal agency and
21 provides CONTRACTOR with prior written approval for the use of the funds.

22 25.6 ADMINISTRATOR may issue future policy statements and/or
23 instructions with respect to Program Income. CONTRACTOR shall immediately
24 comply with such policy statements and/or instructions.

25 26. FINAL REPORT

26 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report
27 within sixty (60) days after the termination of this Agreement, which shall
28 summarize the activities and services provided by CONTRACTOR during the term

1 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing
2 to modify the date upon which the final report must be submitted.

3 27. INDEPENDENT AUDIT

4 27.1 CONTRACTOR shall employ a licensed certified public accountant who
5 shall prepare and file with ADMINISTRATOR, a compliance audit in accordance
6 with CDSS MPP Section 23-640.2. The audit must be performed in accordance
7 with generally accepted government auditing standards. CONTRACTOR shall
8 cooperate with COUNTY, State and/or Federal agencies to ensure that corrective
9 action is taken within six (6) months after issuance of all audit reports with
10 regard to audit exceptions.

11 27.2 It is mutually understood that CONTRACTOR's review periods cover
12 fiscal years beginning January 1 through December 31. CONTRACTOR shall
13 provide ADMINISTRATOR its organization-wide audits within fourteen calendar
14 (14) days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this
15 Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under
16 this or any other subsequent Agreement with CONTRACTOR until such time as the
17 required audits are provided to ADMINISTRATOR. ADMINISTRATOR may modify the
18 date upon which the independent audits must be received, upon notice to
19 CONTRACTOR.

20 28. RECORDS, INSPECTIONS AND AUDITS

21 28.1 Financial Records:

22 28.1.1 CONTRACTOR shall prepare and maintain accurate and
23 complete financial records. Financial records shall be retained, by
24 CONTRACTOR, for a minimum of five (5) years from the date of final payment
25 under this Agreement or until all pending ADMINISTRATOR, State and Federal
26 audits are completed, whichever is later.

27 28.1.2 CONTRACTOR shall establish and maintain reasonable
28 accounting, internal control and financial reporting standards in conformity

1 with generally accepted accounting principles established by the American
2 Institute of Certified Public Accountants and to the satisfaction of
3 ADMINISTRATOR.

4 28.2 Participant Records:

5 28.2.1 CONTRACTOR shall prepare and maintain accurate and
6 complete records of Participants, and dates and type of services provided
7 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

8 28.2.2 All Participant records related to services provided
9 under the terms of this Agreement shall be retained by CONTRACTOR for a
10 minimum of five (5) years from the date of final payment under this Agreement
11 or until all pending COUNTY, State and Federal audits are completed, whichever
12 is later. Notwithstanding anything to the contrary, upon termination of this
13 Agreement, CONTRACTOR shall relinquish control with respect to Participant
14 records to COUNTY in accordance with Subparagraph 45.2.

15 28.2.3 COUNTY may refuse payment for a claim if Participant
16 records are determined by COUNTY to be incomplete or inaccurate. In the event
17 Participant records are determined to be incomplete or inaccurate after
18 payment has been made, COUNTY may treat such payment as an overpayment within
19 the provisions of this Agreement.

20 28.3 Public Records:

21 With the exception of Participant records or other records
22 referenced in Paragraph 34, entitled Confidentiality, all records, including
23 but not limited to, reports, audits, notices, claims, statements and
24 correspondence, required by this Agreement may be subject to public
25 disclosure. COUNTY shall not be liable for any such disclosure.

26 28.4 Inspections and Audits:

27 28.4.1 The Department of Health and Human Services,
28 Comptroller General of the United States, Director of the California

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

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

13 28.4.3 In the event CONTRACTOR does not make available its
14 books and financial records within the borders of Orange County, CONTRACTOR
15 agrees to pay all necessary and reasonable expenses incurred by COUNTY, or
16 COUNTY's designee, necessary to obtain CONTRACTOR's books and financial
17 records.

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

23 28.5 Evaluation Studies:

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

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1 29. PERSONNEL DISCLOSURE

2 29.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
3 all personnel providing services hereunder, including resumes and job
4 applications. Changes to the list will be immediately provided to
5 ADMINISTRATOR in writing, along with a copy of a resume and/or job
6 application. The list shall include:

7 29.1.1 Names of all full or part-time personnel by title,
8 including volunteer personnel, whose direct services are required to provide
9 the programs described herein;

10 29.1.2 A brief description of the functions of each position
11 and the hours each person works each week, or for part-time personnel each day
12 or month, as appropriate;

13 29.1.3 The professional degree, if applicable, and experience
14 required for each position; and

15 29.1.4 The language skill, if applicable, for all personnel.

16 29.2 CONTRACTOR's employment applications shall require applicants to
17 provide detailed information regarding the conviction of a crime by any court,
18 for offenses other than minor traffic offenses. Information not disclosed in
19 the employment application discovered subsequent to the hiring or promotion of
20 any applicant shall be cause for termination of that employee from the
21 performance of service under this Agreement. Candidates and/or volunteers
22 will satisfy background checks consistent with and compatible to those
23 required for COUNTY employees and other representatives working in WTW
24 Programs.

25 29.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
26 COUNTY, criminal record background checks on all employees and/or volunteers
27 who will provide services under this Agreement. Candidates and/or volunteers
28 will satisfy background checks consistent and comparable with those required

1 for COUNTY employees and other representatives working in WTW Programs.

2 29.4 CONTRACTOR warrants that all persons employed or otherwise
3 assigned by CONTRACTOR to provide services under this Agreement have
4 satisfactory past work records and/or reference checks indicating their
5 ability to perform the required duties and accept the kind of responsibility
6 anticipated under this Agreement. CONTRACTOR shall maintain records of
7 background investigations and reference checks undertaken and coordinated by
8 CONTRACTOR for each employee and/or volunteer assigned to provide services
9 under this Agreement for a minimum of five (5) years from the date of final
10 payment under this Agreement or until all pending County, State and Federal
11 audits are completed, whichever is later, in compliance with all applicable
12 laws.

13 29.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
14 arrest and/or subsequent conviction, for offenses other than minor traffic
15 offenses, of any paid employee and/or volunteer staff performing services
16 under this Agreement, when such information becomes known to CONTRACTOR.
17 ADMINISTRATOR may determine whether such employee and/or volunteer may
18 continue to provide services under this Agreement and shall provide notice of
19 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
20 with ADMINISTRATOR's decision shall be deemed a material breach of this
21 Agreement, pursuant to Paragraph 20, above.

22 29.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
23 staff performing work hereunder and any proposed changes in CONTRACTOR's
24 staff.

25 29.7 COUNTY shall have the right to require CONTRACTOR to remove any
26 employee from the performance of services under this Agreement. At the
27 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

28 ///

1 29.8 CONTRACTOR shall notify the COUNTY immediately when staff is
2 terminated for cause from working on this Agreement.

3 29.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
4 Paragraph 29, shall not relieve CONTRACTOR of its obligation to complete all
5 work in accordance with the term and conditions of this Agreement.

6 30. EMPLOYMENT ELIGIBILITY VERIFICATION

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

24 31. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

28 (a) in the case of an individual contractor, his/her name, date of

1 birth, Social Security number, and residence address;

2 (b) in the case of a contractor doing business in a form other than as
3 an individual, the name, date of birth, Social Security number,
4 and residence address of each individual who owns an interest of
5 ten (10) percent or more in the contracting entity;

6 (c) a certification that CONTRACTOR has fully complied with all
7 applicable Federal and State reporting requirements regarding its
8 employees; and

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

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

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

22 32. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

23 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
24 ensure that all employees, volunteers, consultants, or agents performing
25 services under this Agreement report child abuse or neglect to one of the
26 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
27 abuse as defined in Section 15610.07 of the WIC to one of the agencies
28 specified in WIC Section 15630. CONTRACTOR shall require such employee,

1 volunteer, consultant or agent to sign a statement acknowledging the child
2 abuse reporting requirements as set forth in Sections 11166 and 11166.05 of
3 the Penal Code and the dependent adult and elder abuse reporting requirements
4 as set forth in Section 15630 of the WIC and will comply with the provisions
5 of these code sections as they now exists or as they may hereafter be amended.

6 33. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

13 34. CONFIDENTIALITY

14 34.1 CONTRACTOR agrees to maintain the confidentiality of its records
15 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
16 and all other provisions of law, and regulations promulgated thereunder
17 relating to privacy and confidentiality, as each may now exist or be hereafter
18 amended.

19 34.2 All records and information concerning any and all persons
20 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
21 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
22 volunteers. CONTRACTOR shall require all of its employees, agents,
23 subcontractors and volunteer staff who may provide services for CONTRACTOR
24 under this Agreement to sign an agreement with CONTRACTOR before commencing
25 the provision of any such services, to maintain the confidentiality of any and
26 all materials and information with which they may come into contact, or the
27 identities or any identifying characteristics or information with respect to
28 any and all Participants referred to CONTRACTOR by COUNTY, except as may be

1 required to provide services under this Agreement or to those specified in
2 this Agreement as having the capacity to audit CONTRACTOR, and as to the
3 latter, only during such audit. CONTRACTOR shall comply with any audits
4 specified in Paragraph 28, provide reports and any other information required
5 by COUNTY in the administration of this Agreement, and as otherwise permitted
6 by law.

7 34.3 CONTRACTOR shall inform all of its employees, agents,
8 subcontractors, volunteers and partners of this provision and that any person
9 violating the provisions of said State law may be guilty of a crime.

10 34.4 CONTRACTOR agrees that any and all subcontracts entered into shall
11 be subject to the confidentiality requirements of this Agreement.

12 35. COPYRIGHT ACCESS

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

17 36. WAIVER

18 No delay or omission by either party hereto to exercise any right or
19 power accruing upon any noncompliance or default by the other party with
20 respect to any of the terms of this Agreement shall impair any such right or
21 power or be construed to be a waiver thereof. A waiver by either of the
22 parties hereto of any of the covenants, conditions, or agreements to be
23 performed by the other shall not be construed to be a waiver of any succeeding
24 breach thereof or of any other covenant, condition or agreement herein
25 contained.

26 37. PETTY CASH

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

1 38. PUBLICITY

2 38.1 Information and solicitations, prepared and released by
3 CONTRACTOR, concerning the services provided under this Agreement, shall state
4 that the program, wholly or in part, is funded through County, State and
5 Federal government funds.

6 38.2 CONTRACTOR shall not disclose any details in connection with this
7 Agreement to any person or entity except as may be otherwise provided
8 hereunder or required by law. However, in recognizing CONTRACTOR's need to
9 identify its services and related Participants to sustain itself, COUNTY shall
10 not inhibit CONTRACTOR from publishing its role under this Agreement within
11 the following conditions:

12 38.2.1 CONTRACTOR shall develop all publicity material in a
13 professional manner; and

14 38.2.2 During the term of this Agreement, CONTRACTOR shall
15 not, and shall not authorize another to, publish or disseminate any commercial
16 advertisements, press releases, feature articles, or other materials using the
17 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
18 unreasonably withhold written consent.

19 39. COUNTY RESPONSIBILITIES

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

22 40. REPORTS

23 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR
24 to complete any State-required reports related to the services provided under
25 this Agreement.

26 CONTRACTOR shall maintain records and submit reports containing such
27 data and information regarding the performance of CONTRACTOR's services, costs
28 or other data relating to this Agreement as may be requested by ADMINISTRATOR,

1 upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the
2 provisions of this Paragraph upon written notice to CONTRACTOR.

3 41. ENERGY EFFICIENCY STANDARDS

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

7 42. ENVIRONMENTAL PROTECTION STANDARDS

8 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
9 [Title 42 USC 1857(h)], Section 508 of the Clean Water Act (Title 33 USC
10 1368), Executive Order 11738 and Environmental Protection Agency, hereinafter
11 referred to as "EPA," regulations (Title 40 CFR, Part 15) as any may now exist
12 or be hereafter amended. Under these laws and regulations, CONTRACTOR assures
13 that:

14 42.1 No facility to be utilized in the performance of the proposed
15 grant has been listed on the EPA List of Violating Facilities;

16 42.2 It will notify COUNTY prior to award, of the receipt of any
17 communication from the Director, Office of Federal Activities, U.S. EPA,
18 indicating that a facility to be utilized for the grant is under consideration
19 to be listed on the EPA List of Violating Facilities; and

20 42.3 It will notify COUNTY and the EPA about any known violation of the
21 above laws and regulations.

22 43. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
23 CERTAIN FEDERAL TRANSACTIONS

24 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
25 pursuant to Title 31 USC 1352 and the guidelines with respect to those
26 provisions set down by the Federal OMB and published in the Federal Register
27 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these
28 laws and regulations, it is mutually understood that any contract which

1 utilizes Federal monies in excess of \$100,000.00 must contain and CONTRACTOR
2 certify compliance utilizing a form provided by ADMINISTRATOR that cites the
3 following:

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

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

10 1) No Federal appropriated funds have been paid or will
11 be paid to any person for influencing or attempting to influence an officer or
12 employee of any agency, a Member of Congress, an officer or employee of
13 Congress, or an employee of a Member of Congress on his or her behalf in
14 connection with the awarding of any Federal contract, the making of any
15 Federal grant, the making of any Federal loan, the entering into of any
16 cooperative agreement, and the extension, continuation, renewal, amendment or
17 modification of any Federal contract, grant, loan, or cooperative agreement;

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

26 3) He or she will include the language of this
27 certification in all subcontract awards at any tier and require that all
28 recipients of subcontract awards in excess of \$100,000.00 shall certify and

1 disclose accordingly.

2 C. Submission of this certification and disclosure is a
3 prerequisite for making or entering into this Agreement imposed by Section
4 1352, Title 31, USC. Any person who makes expenditure prohibited under this
5 provision or who fails to file or amend the disclosure form to be filed or
6 amended by this provision, shall be subject to a civil penalty of not less
7 than \$10,000.00, and not more than \$100,000.00, for each such failure.

8 44. POLITICAL ACTIVITY

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

12 45. TERMINATION PROVISIONS

13 45.1 ADMINISTRATOR may terminate this Agreement without penalty
14 immediately with cause or after thirty (30) days' written notice without
15 cause, unless otherwise specified. Notice shall be deemed served on the date
16 of mailing. Cause shall be defined as any breach of contract, any
17 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
18 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
19 all further obligations under this Agreement.

20 45.2 Upon termination, or notice thereof, CONTRACTOR agrees to
21 cooperate with ADMINISTRATOR in the orderly transfer of service
22 responsibilities, active case records, and pertinent documents.

23 45.3 The obligations of COUNTY under this Agreement are contingent upon
24 the availability of Federal and/or State funds, as applicable, for the
25 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
26 for the services hereunder in the budget approved by the Orange County Board
27 of Supervisors each fiscal year this Agreement remains in effect or operation.
28 In the event that such funding is terminated or reduced, ADMINISTRATOR may

1 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
2 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
3 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
4 notification of such determination. CONTRACTOR shall immediately comply with
5 ADMINISTRATOR's decision.

6 45.4 If any provision of this Agreement or the application thereof is
7 held invalid, the remainder of this Agreement shall not be affected thereby.

8 46. GOVERNING LAW AND VENUE

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

18 47. SIGNATURE IN COUNTERPARTS

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

22 ///
23 ///
24 ///
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WHEREFORE, the parties hereto have executed this Agreement.

By: _____
MICHAEL B. HOUGH
EXECUTIVE VICE PRESIDENT AND MANAGER
ARBOR E & T, LLC
DBA RESCARE WORKFORCE SERVICES

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

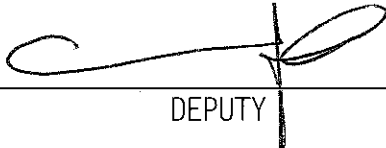
Dated: _____

Dated: _____

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

ROBIN STIELER
Interim Clerk of the Board
County of Orange, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: 

DEPUTY

Dated: 3/10/15

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

1. PROGRAM GOALS AND OBJECTIVE

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

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

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

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1 1.4 CONTRACTOR shall meet each of the following goals for Job
2 Services;

3 1.4.1 Placement Rate: a minimum of fifty percent (50%) of Job
4 Services Participants referred to CONTRACTOR shall be placed in employment.

5 1.4.2 Completion Rate: a minimum of fifty percent (50%) of
6 Participants referred to CONTRACTOR shall fully complete Job Services as
7 directed by WTW Staff; and

8 1.4.3 Average Starting Wage: a minimum of twenty percent (20%)
9 above the California minimum wage for Job Services Participants.

10 1.5 CONTRACTOR shall adhere to ADMINISTRATOR's established Policy and
11 Procedures for CalWORKs WTW Case Management when calculating Placement Rates,
12 Completion Rates, and Average Starting Wage.

13 2. REFERRALS

14 2.1 CONTRACTOR shall accept and provide Job Services to all
15 Participants referred by WTW Staff.

16 2.1.1 CONTRACTOR shall not refuse Participants based on non-
17 cooperation without discussion and concurrence by WTW Staff. WTW Staff shall
18 discuss and concur prior to any action to minimize issues that impede
19 Participants' ability to complete Job Services.

20 2.2 CONTRACTOR shall ensure referred Participants are scheduled to
21 begin Job Services within seven (7) calendar days from the date of referral,
22 unless otherwise directed by ADMINISTRATOR.

23 3. ORIENTATION

24 3.1 CONTRACTOR shall provide an orientation that is conducted either
25 individually or in a group setting during which Participants are informed
26 about the CalWORKs Program, including information about cash aid, the WTW
27 Program, Supportive Services, and other benefits available to them.

28 ///

1 3.2 CONTRACTOR shall provide a thirty (30) to forty-five (45) minute
2 group motivational presentation during the orientation.

3 3.3 CONTRACTOR's orientation shall be enhanced by visual aids,
4 audience participation, and a question and answer period. Topics include, but
5 are not limited to:

6 3.3.1 CalWORKs Program information;

7 3.3.2 CalWORKs Staff Functions and Responsibilities;

8 3.3.3 WTW services available to Participants; and

9 3.3.4 Services provided by CONTRACTOR.

10 3.4 CONTRACTOR shall establish a daily schedule of orientations, as
11 approved by ADMINISTRATOR, to accommodate attendance by all referred
12 Participants. The orientation will be presented in English, Spanish and
13 Vietnamese on an as needed basis.

14 3.5 ADMINISTRATOR will provide an orientation script for groups.
15 Groups shall be as small as one (1) and no larger than twenty-five (25)
16 attendees.

17 3.6 CONTRACTOR shall provide an orientation that includes visual aids
18 to enhance the interactive nature of the presentation.

19 3.7 CONTRACTOR shall, at such time as determined by ADMINISTRATOR,
20 develop and implement an online web-based orientation.

21 3.8 CONTRACTOR shall modify or adjust the orientation per instruction
22 by ADMINISTRATOR, within the time frame specified by ADMINISTRATOR.

23 4. JOB SERVICES

24 4.1 CONTRACTOR shall provide Job Services to each participant that
25 consist of up to four (4) consecutive weeks of the services indicated in
26 Subparagraphs 4.5 through 4.8 below.

27 4.2 One (1) week of Job Services is five (5) full business days of
28 participation as defined by COUNTY Policy. A Participant employed part-time

1 and/or participating in an approved WTW activity for fewer than the required
2 participation hours specified in Paragraph 6 of this Exhibit A of this
3 Agreement will be required to concurrently attend Job Services, as determined
4 by WTW Staff.

5 4.3 Job Services in excess of four (4) weeks may be allowed as
6 determined by WTW Staff. However, Participants will not have more than six
7 (6) weeks of Job Services in any twelve (12) month period, unless requested
8 and/or approved by WTW Staff.

9 4.4 CONTRACTOR shall provide a detailed curriculum outline to
10 ADMINISTRATOR for approval prior to commencing services. Additional or
11 modified services may be required due to changes in State and Federal
12 regulations or at the request of ADMINISTRATOR.

13 4.5 Job Search and Job Readiness Assistance (JSR):

14 4.5.1 CONTRACTOR shall provide Job Search and Job Readiness
15 Assistance to Participants with training that includes learning basic job
16 seeking and interviewing skills, understanding employer expectations, changing
17 demands of the workplace, and learning skills designed to enhance the
18 Participants' capacity to move toward self-sufficiency.

19 4.5.2 JSR workshops shall include, but are not limited to the
20 following:

21 4.5.2.1 Resolving attitudinal barriers toward obtaining
22 and keeping employment, such as fear of going to work, anger and resentment
23 from being required to participate, low self-esteem/motivation, problems with
24 public transportation, and child care concerns.

25 4.5.2.2 Employer requirements and expectations; job
26 retention techniques such as attendance and punctuality; social etiquette;
27 personal hygiene; appropriate dress; productivity; common reasons for
28 promotion and dismissal; job problem-solving skills; and planning for and/or

1 handling common problems new employees face.

2 4.5.2.3 Understanding job search techniques such as the
3 hidden job market (jobs that are never advertised or made known to the
4 public); the various avenues for reaching employers; using social media; the
5 employer's perspective in the hiring process; establishing a network of
6 individuals who are willing to assist the Participant in obtaining employment;
7 the value of planning and organizing job search activities; and the purpose of
8 the job interview.

9 4.5.2.4 How to complete a paper and online job
10 application and a personal résumé. CONTRACTOR shall develop a master job
11 application that is to be completed by each Participant and provide a
12 completed résumé for each Participant, subject to the needs of the
13 Participant. The résumé shall be completed by the end of the fifth (5th)
14 business day of the Participant's attendance in Job Services.

15 4.5.2.5 Explanation and distribution of information to
16 Participants on any employment incentive programs, such as EITC, which
17 ADMINISTRATOR may deem appropriate.

18 4.6 Active Job Search:

19 4.6.1 CONTRACTOR shall provide Active Job Search which is an
20 intensive job search and job development program that builds on the
21 Participant's knowledge and skills acquired during JSR activities. This
22 program runs concurrently with the JSR activities described in Subparagraph
23 4.5 above.

24 4.6.2 CONTRACTOR shall provide organized methods of seeking work
25 that shall include, but are not limited to, the following:

26 4.6.2.1 Group or individual meetings regarding job
27 search;

28 4.6.2.2 Access to phone banks and computers with

1 Internet access in a clean, well-lit location;

2 4.6.2.3 Job leads;

3 4.6.2.4 Individual counseling;

4 4.6.2.5 Motivational activities;

5 4.6.2.6 Active job development and job searches,
6 including face-to-face contacts with potential employers and submission of job
7 applications; and

8 4.6.2.7 Direct referrals to employers.

9 4.6.3 CONTRACTOR shall provide referrals during Job Search that
10 include, but are not limited to, jobs that are listed by employers with the
11 Employment Development Department's (EDD) State Job Service or on CalJOBS or
12 other online job search resources; listed in local newspaper want ads; and
13 developed by CONTRACTOR.

14 4.6.4 CONTRACTOR shall consider the employer's needs and the
15 Participant's skills, abilities, education, work experience, and job
16 interests, including how the Participant can meet the needs of the employer.

17 4.6.5 CONTRACTOR shall develop varying levels of services targeted
18 to diverse populations as identified and approved by ADMINISTRATOR.

19 4.6.6 CONTRACTOR and the Participant shall mutually develop and
20 agree on a Self-Sufficiency Action Plan outlining Job Search related
21 activities, goals and objectives, as well as the scheduled dates and times for
22 the Participant's attendance.

23 4.6.6.1 Self-Sufficiency Action Plans shall be prepared
24 for the four (4) week term of the Participants' Job Services activities.

25 4.6.6.2 Participants are required to report to
26 CONTRACTOR's site daily (Monday through Friday, COUNTY holidays excluded)
27 unless CONTRACTOR receives approval from WTW Staff to change this requirement,
28 or the Participant has a scheduled job interview at the time(s) he/she is to

1 report. Under consultation with WTW Staff, this requirement may change
2 according to the individual's circumstances for those Participants who are
3 assigned part-time to this activity.

4 4.6.6.3 Self-Sufficiency Action Plans are to be updated
5 to outline the activities and goals as appropriate.

6 4.6.7 On a daily basis, full-time Job Search Participants shall
7 complete and submit to CONTRACTOR a Job Search Report Form that shall include
8 a minimum of three (3) job applications for each day the Participant is not
9 involved with an employment activity such as a workshop or job interview.

10 4.7 Job Placement:

11 CONTRACTOR shall provide job placement activities which are
12 services leading to employment that is anticipated to be permanent, and
13 secured during a Participant's assignment to JSR. Temporary jobs (as defined
14 by the work site) are only suitable for placement when the entity the employee
15 is placed with has a history or a commitment to hire the Participant at the
16 end of the temporary placement. Temporary employment shall not constitute a
17 job placement for the purposes of this Agreement. CONTRACTOR shall adhere to
18 ADMINISTRATOR's established Policy and Procedures for CalWORKs WTW Case
19 Management when determining job placements.

20 4.8 Employment Counseling:

21 CONTRACTOR shall provide employment counseling, as needed, and in
22 conjunction with WTW Staff, at any time during the Participant's involvement
23 in Job Services. Employment counseling shall include, assisting the
24 Participant to identify appropriate employment alternatives; and addressing
25 barriers to employment, such as a criminal record; a mental, emotional or
26 physical disability; an age or language barrier; or a lack of work history.

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

28 4.8.1 Guide the Participant through the decision making process in

1 selecting/identifying appropriate job interviews;

2 4.8.2 Mentor Participants with Internet related job searches;

3 4.8.3 Apply Participant information, such as values, interests,
4 transferable skills, abilities, and education and employment history to
5 exploration of possible job openings;

6 4.8.4 Match Participants with potential employment opportunities;

7 4.8.5 Develop positive, supportive, and effective working
8 relationships with Participants from a variety of backgrounds; and

9 4.8.6 Provide Participants who are non-English speaking or have
10 limited English skills with individual instruction of the English language,
11 which includes basic rudimentary employment related phrases.

12 4.9 Job Development:

13 4.9.1 Job development services shall include seeking and
14 developing job opportunities in the community appropriate to the skills and
15 experience of the pool of Participants.

16 4.9.2 CONTRACTOR shall contact employers to identify job openings.
17 Training programs shall not be considered; however, employer sponsored/funded
18 training specific to a job may be allowed, with prior approval from
19 ADMINISTRATOR. Group and individual job development shall be provided,
20 including an analysis of transferable skills.

21 4.9.3 CONTRACTOR shall provide WTW Staff and other contracted
22 agencies with job development information/job openings as directed by
23 ADMINISTRATOR.

24 4.9.4 CONTRACTOR shall seek out employment opportunities for
25 Participants with the ultimate goal of Participants' achieving self-
26 sufficiency. The development of job leads includes, but is not limited to,
27 the following activities:

28 4.9.4.1 Develop employer and community contacts to

1 facilitate seeking job leads:

2 4.9.4.2 Seek out leads for entry-level jobs for
3 Participants with the potential for promotional opportunities and wage
4 increases;

5 4.9.4.3 Recruit employers with job opportunities that
6 meet the current Participant profile including job growth opportunities with
7 employers who are willing to hire job-ready Participants. The Participant
8 shall be considered to be job-ready when the Participant's barriers to
9 employment and Supportive Services needs have been addressed and the
10 individual is ready to seek or begin employment or a job training program;

11 4.9.4.4 Inform prospective private employers of Federal
12 tax credits as an incentive to hire Participants. More information can be
13 found at: www.dol.gov;

14 4.9.4.5 Collaborate with One-Stop Career Centers, the
15 EDD, Workforce Investment Act (WIA) Programs and other workforce development
16 programs;

17 4.9.4.6 Maintain current job listings that are updated
18 daily and are readily available to ADMINISTRATOR, WTW Staff, and Participants;

19 4.9.4.7 Maintain a current list of Participants skills
20 and experience to make available to potential employers; and

21 4.9.4.8 Participate in, as well as host, job fairs in
22 coordination with WTW Staff, other COUNTY contracted agencies, and community
23 partners.

24 4.10 Resource Rooms

25 Resource Rooms are located in each of the facilities provided by
26 ADMINISTRATOR identified in Subparagraph 17.2.1 of Exhibit C to this
27 Agreement. Resource Rooms provide individuals with access to computers, fax
28 machines, phones, current job leads, and other community resources. CONTRACTOR

1 shall provide staff at the Resource Rooms at each facility as determined by
2 ADMINISTRATOR and provide general services to the public such as assistance
3 with job search, and basic résumé writing. Resource Rooms shall be open
4 during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.,
5 and are open to the public.

6 4.11 COUNTY Defined WTW Activities

7 4.11.1 CONTRACTOR shall provide WTW activities as defined by
8 ADMINISTRATOR. Such activities will be provided according to applicable
9 COUNTY Policy, and State and Federal regulations.

10 Examples of WTW activities include, but are not limited to:

11 4.11.1.1 Bridging Activities: Short-term activities that
12 satisfy WTW Program requirements between other activities made available to
13 Participants when there is a planned or unplanned break in assigned WTW
14 activities, such as school breaks.

15 4.11.1.2 Life Skills Workshops: Workshops focusing on
16 building skills that will assist Participants in handling daily issues such as
17 career advancement strategies, money management, and customer service; and are
18 not JSR workshops or intended to be a full-time WTW activity.

19 4.11.1.3 On-the-job Training: Training in the public or
20 private sector that is given to a paid employee while he or she is engaged in
21 productive work.

22 4.11.1.4 Subsidized Employment: Subsidized public or
23 private sector employment for which the employer receives a subsidy to offset
24 some or all of the wages and costs of employing a work-eligible Participant.

25 4.11.1.5 Work Experience: Training activity performed in
26 the public or private sector, including a nonprofit, community- or faith-based
27 setting, that helps provide basic job skills, enhances existing job skills in
28 a position related to the Participant's experience, or provides a needed

1 community service that shall lead to unsubsidized employment.

2 4.11.2 CONTRACTOR shall develop appropriate placement sites
3 in the community, monitor attendance, and communicate with WTW Staff regarding
4 participation and attendance as determined by ADMINISTRATOR.

5 5. MOTIVATION TECHNIQUES AND PROGRAM INFORMATION

6 5.1 CONTRACTOR shall provide services individually and in groups that
7 employ motivational strategies and encourage a positive attitude. Services
8 shall teach a sense of personal value, an appreciation of the advantages of
9 self-support, and an understanding of the many opportunities offered by the
10 WTW Program.

11 5.2 ADMINISTRATOR will approve all training and workshop material
12 prior to implementation. This shall include any and all changes made during
13 the term of this Agreement.

14 5.3 CONTRACTOR shall provide information about the CalWORKs Program,
15 which will make it understandable, accessible and useful to individual
16 Participants, by explaining program requirements, identifying barriers, and
17 assisting Participants in resolving conflicts.

18 5.4 CONTRACTOR's staff shall have knowledge of the CalWORKs (State)
19 WTW 24-Month Time Clock, State and Federal work requirements, and allowable
20 WTW activities for Recipients of cash assistance in order to appropriately
21 inform Participants of the need for urgency in obtaining employment and
22 becoming self-sufficient.

23 5.5 CONTRACTOR's staff shall clearly explain the positive impacts of
24 employment to Participants, both in terms of impact to CalWORKs grants as well
25 as non-financial benefits.

26 5.6 CONTRACTOR shall provide motivational skills workshops for WTW
27 Staff and contracted and community partners, as required by ADMINISTRATOR.

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1 6. WORK PARTICIPATION REQUIREMENTS

2 CONTRACTOR shall ensure that Participants taking part in Job Services
3 are actively participating for the number of hours as referred by WTW Staff,
4 as required by COUNTY Policy.

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

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

13 6.2 Individual participation requirements are as follows:

14 6.2.1 One (1) Parent Assistance Unit with at least one (1) child
15 under six (6) years old shall participate a minimum average of twenty-two (22)
16 hours per week.

17 6.2.2 One-Parent Assistance Unit with no child under six (6) years
18 old shall participate a minimum average of thirty-two (32) hours per week.

19 6.2.3 Thirty-eight (38) hours per week are required in approved
20 WTW activities for Two-Parent Assistance Units. One (1) parent can satisfy
21 the total thirty-eight (38) hour requirement.

22 7. REPORTING REQUIREMENTS

23 CONTRACTOR shall maintain records, collect data, and provide reports
24 mandated by Federal and State governments and as may be required by COUNTY.
25 Data elements shall include, but are not limited to, the following:

26 7.1 Report of First Day Attendance:

27 CONTRACTOR shall report the first day's attendance for those
28 Participants scheduled to attend Job Services, in a format approved by

1 ADMINISTRATOR. Attendance shall be provided to all appropriate WTW Staff
2 within three (3) business days of the first day of the Job Services activity.

3 7.2 Participant Attendance/Performance/Employment:

4 CONTRACTOR shall provide the following required Participant
5 information to WTW Staff in a format approved by ADMINISTRATOR:

6 7.2.1 On a monthly basis, each Participant's daily record of
7 attendance for the report month including problems with attendance. CONTRACTOR
8 shall submit the monthly attendance by the third business day following the
9 report month.

10 7.2.2 By the next business day, information on any occurrence that
11 may include, but is not limited to, failure to cooperate, family crisis,
12 health problems, substance abuse, and absenteeism.

13 7.2.3 Within three (3) business days, information of the
14 Participant's termination or drop from the service component, and any problem
15 occurrences that may include, but are not limited to, failure to cooperate,
16 family crisis, health problems, substance abuse and absenteeism.

17 7.2.4 By the next business day, employment information on
18 Participants who obtain employment. At a minimum, the employment information
19 shall include the employer's name, address, telephone number, job title,
20 number of hours to be worked per week, starting wage, hiring date, employee
21 benefits and referral source, e.g., CONTRACTOR, newspaper advertisement, etc.

22 7.3 Monthly Status Reports

23 CONTRACTOR shall provide a monthly status report by the tenth
24 (10th) calendar day of the following month for the preceding month, in a format
25 approved by ADMINISTRATOR. Data elements shall include, but are not limited
26 to, the following:

27 7.3.1 Referrals received and referral outcomes;

28 7.3.2 Referrals initiated and referral outcomes;

1 7.3.3 Placements out of activities facilitated by CONTRACTOR;

2 7.3.4 Completion rate;

3 7.3.5 Pay rate;

4 7.3.6 Percentage of post-placement Participants who continue to
5 receive CalWORKs assistance and who have retained employment for ninety (90)
6 days;

7 7.3.7 Percentage of post-placement Participants who continue to
8 receive CalWORKs assistance and who have retained employment for one hundred
9 eighty (180) days;

10 7.3.8 Percentage of post-placement Participants who continue to
11 receive CalWORKs assistance and who increase their income within twelve (12)
12 months of the date of employment;

13 7.3.9 A summary of interactions with community based organizations
14 (CBOs) and faith based organizations (FBOs) during the previous month, which
15 shall include the date(s), contact names(s), and purpose of contact;

16 7.3.10 A summary of all complaints received. Complaints
17 include, but are not limited to, complaints from Participants, other contract
18 service providers, community organizations, and the public; and

19 7.3.11 A report of corrective actions taken in response to
20 errors cited by SSA during SSA case reviews and on-going evaluations.

21 ADMINISTRATOR and CONTRACTOR may mutually agree in writing to
22 modify the data elements required in this Subparagraph.

23 7.4 Job Development Report:

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

28 7.4.1 Date of contact with prospective employer;

- 1 7.4.2 Name and address of the prospective employer;
- 2 7.4.3 Name of contact person;
- 3 7.4.4 Positions available/salary/hours/duties;
- 4 7.4.5 Whether the contact resulted in an interview;
- 5 7.4.6 Total number of contacts in the month;
- 6 7.4.7 Total number of positions identified; and
- 7 7.4.8 Total number of Participants obtaining employment in these
- 8 positions.

9 7.5 Special Activities:

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

14 7.6 Miscellaneous Reports:

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

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

1. PROGRAM GOALS

1.1 The goal of Employment Support Services is that ninety percent (90%) of all Participants receiving Employment Support Services shall indicate that these services assisted them in satisfactorily addressing barriers to self-sufficiency. This shall be evidenced by a Participant satisfaction survey. A summary of all survey shall be completed by CONTRACTOR, and submitted to ADMINISTRATOR on a quarterly basis. Summaries are due on the thirtieth (30th) of the following month for the preceding quarter.

1.2 CONTRACTOR shall place a minimum of forty (40) new Participants per month, on average, into subsidized employment, as described in Subparagraph 2.5 of Exhibit B to this Agreement, throughout the term of this Agreement.

1.3 ADMINISTRATOR will modify job placement requirements if WTW Staff does not refer an adequate number of Participants for CONTRACTOR to meet the requirements identified in Subparagraph 1.2 of Exhibit B to this Agreement.

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1 2. SERVICES TO BE PROVIDED

2 2.1 Employment Support Services;

3 2.1.1 CONTRACTOR shall provide Employment Support Services to all
4 Participants actively participating in an approved WTW activity when a
5 specific need is identified and agreed upon by the WTW Staff and the
6 Participant.

7 2.1.1.1 Participants who are not fully engaged in a WTW
8 activity may only be referred to CONTRACTOR for Employment Support Services on
9 a case-by-case basis, with approval from a Regional Manager.

10 2.1.1.2 Participants may receive services if they are in
11 the referral phase or active participation phase of the activity.

12 2.1.2 WTW Staff responsibilities include the removal of barriers
13 to WTW participation and employment. WTW Staff will be responsible to
14 identify and make specific referrals to CONTRACTOR for services needed to
15 remove those barriers. Receipt of Employment Support Services is voluntary.
16 CONTRACTOR, through direct service or subcontracts with established community
17 resources, shall provide service to Participants to remove barriers to self-
18 sufficiency. The types of barriers to employment common among the CalWORKs
19 WTW population include:

20 2.1.2.1 Basic Needs: Food, clothing, utilities, etc;

21 2.1.2.2 Transportation: Lack of access to public
22 transportation, unreliable personal vehicles;

23 2.1.2.3 Housing: Homelessness, lack of stable housing;

24 2.1.2.4 Life Skills: Budgeting and credit counseling,
25 time and household management, nutrition and healthy lifestyle;

26 2.1.2.5 Work Behavior: Work ethic, interacting with
27 coworkers, problem/dispute resolution;

28 2.1.2.6 Domestic Abuse: Dependence, anger management,

1 shelter services:

2 2.1.2.7 Family Issues: Parenting skills, family
3 relations, school problems; and/or

4 2.1.2.8 Child Care: Confirmation of stable and
5 consistent care and plan for emergencies, e.g., a sick child.

6 2.1.3 To motivate and enhance Participants' success in becoming
7 self-sufficient, CONTRACTOR shall provide services to Participants who are
8 full-time employed and remain on aid, to address the barriers listed above.

9 2.1.4 CONTRACTOR shall provide the following services to full-
10 timed employed Participants who remain on aid:

11 2.1.4.1 Promotion of Life-Long Learning: Utilize
12 opportunities for formal and informal training and education throughout life;

13 2.1.4.2 Job Skills Enhancement: Identify and assist
14 Participants in accessing training and educational opportunities available
15 through community resources;

16 2.1.4.3 Job Progression: Assist with advancement
17 opportunities and educating Participants that the job search skills they
18 acquired during Job Services can also be used to locate a better, higher-
19 paying job;

20 2.1.4.4 Job Search Assistance: Find better paying jobs,
21 replacing lost jobs; and

22 2.1.4.5 Tax Assistance: Assist Participants to
23 understand the benefits and importance of the EITC, filing tax returns, and
24 child care tax credits.

25 2.1.5 Employment Support Services shall be readily accessible to
26 Participants, as required by ADMINISTRATOR. This shall include providing
27 services in the evenings and on the weekends, as mutually agreed by CONTRACTOR
28 and ADMINISTRATOR, taking into consideration child care needs, and the limited

1 transportation available to many Participants.

2 2.1.6 WTW Staff may refer employed Participants, who still receive
3 cash assistance, when serious problems occur that jeopardize the continued
4 employment of the Participants.

5 2.1.7 CONTRACTOR shall be available for consultation with
6 ADMINISTRATOR and other contracted partners when there are extraordinary
7 circumstances, such as homelessness, the family is without local support, and
8 the parent's and/or children's physical health and safety are at risk.

9 2.1.8 CONTRACTOR shall pay directly to the appropriate
10 creditor/payee for the Employment Support Services.

11 2.2 Additional Services:

12 CONTRACTOR shall coordinate additional Employment Support Services
13 through direct service or subcontracts. Additional services are to
14 include, but are not limited to, the following:

15 2.2.1 Coordinate child care slots with existing resources near
16 Participants' place of employment and/or residence, whichever location will
17 best meet the Participants' needs;

18 2.2.2 Coordinate on-the-job training with employers to ensure that
19 Participants receive training that is not only skill-focused, but also
20 addresses enhancement of daily life skills;

21 2.2.3 Coordinate with educational providers to provide skill
22 enhancement classes in the community;

23 2.2.4 Coordinate with local CBOs and FBOs to develop support
24 groups for Participants. At such time as is mutually agreed upon by
25 CONTRACTOR and ADMINISTRATOR, CONTRACTOR shall offer support groups that also
26 provide child care on Saturday mornings. CONTRACTOR shall also coordinate
27 with CBOs and FBOs to provide resources, such as food, clothing, and other
28 donations that will assist Participants as they progress towards self-

1 sufficiency;

2 2.2.5 Develop child care alternatives for children who become sick
3 or are otherwise unable to attend traditional child care or schools;

4 2.2.6 Identify CalWORKs families that are isolated in the
5 community and encourage them to participate in community groups to re-
6 integrate them into a healthier lifestyle;

7 2.2.7 Establish an emergency telephone number during non-business
8 hours so Participants can access resources if a situation arises that
9 jeopardizes their employment;

10 2.2.8 Coordinate counseling services with community organizations
11 already providing these or similar services and subcontracting for additional
12 services that are currently unavailable or too limited to meet Participant
13 population needs. For example, several community organizations are receiving
14 grants for domestic abuse counseling and those services can be used by
15 Participants;

16 2.2.9 Coordinate with organizations that provide free clothing to
17 the needy for job interviews and employment purposes;

18 2.2.10 Coordinate scholarship awards with community colleges
19 or trade schools for Participants who complete a GED or have high school
20 diplomas and retain employment for twelve (12) months;

21 2.2.11 Coordinate money-management assistance through
22 financial institutions or other organizations interested in providing these
23 services;

24 2.2.12 Coordinate a low-interest loan program for successful
25 Participants interested in buying cars or homes;

26 2.2.13 Refer Participants to parenting classes, dispute
27 resolution, household management, counseling services, etc. when appropriate.

28 2.2.14 Assist Participants in finding housing or temporary

1 shelter as appropriate;

2 2.2.15 Provide information concerning EITC to Participants
3 and potential employers; and

4 2.2.16 Assist Participants in finding low cost car repairs as
5 appropriate.

6 2.3 Domestic Abuse Assistance Services:

7 2.3.1 CONTRACTOR shall provide domestic abuse assistance services
8 to Participants and families who have evidenced domestic abuse issues.
9 Services shall be provided to Participants that meet the following criteria:

10 2.3.1.1 The Participant is eligible for and
11 participating in WTW; and

12 2.3.1.2 The Participant receives domestic abuse
13 services; or

14 2.3.1.3 The Participant has a Domestic Abuse Waiver,
15 which is a waiver of certain program requirements due to the Participant's
16 obligations related to a domestic abuse case.

17 2.3.2 CONTRACTOR shall provide services to include assistance to
18 Participants to give them a safe haven, counseling, education, and Supportive
19 Services in order to obtain employment and become self-sufficient without
20 putting them at further risk.

21 2.3.3 CONTRACTOR shall also provide services to the perpetrator
22 who is in the home in order to address domestic abuse issues as some families
23 in the CalWORKs population consist of the victim and the perpetrator, who is
24 also a CalWORKs Recipient.

25 2.3.4 CONTRACTOR shall provide children's programs to children who
26 are the witnesses to or victims of abuse, and are likely to experience Post
27 Traumatic Stress Disorder, depression, anxiety, developmental issues or engage
28 in inter-generational transmission of domestic abuse.

1 2.3.5 CONTRACTOR shall coordinate delivery of services with the
2 COUNTY DASU, and shall provide, at a minimum, access to the following services
3 with established community domestic abuse resources:

4 2.3.5.1 Twenty-four (24) hour hotline crisis
5 intervention;

6 2.3.5.2 Peer counseling and support and/or psychological
7 counseling services;

8 2.3.5.3 Personal Empowerment Program (PEP), or other
9 comparable services, for domestic abuse victims and their families, as well as
10 for perpetrators of domestic abuse;

11 2.3.5.4 An established walk-in center in the areas to be
12 served, to accommodate the service needs of victims of domestic abuse;

13 2.3.5.5 Emergency services, such as food, clothing,
14 transportation, and shelter;

15 2.3.5.6 Twenty-four (24) hour response to local law
16 enforcement agencies in the provision of services to victims of domestic
17 abuse;

18 2.3.5.7 Hospital emergency room protocol and assistance
19 on a twenty-four (24) hour basis;

20 2.3.5.8 Assistance with temporary restraining orders and
21 custody disputes; and

22 2.3.5.9 Court and social advocacy programs providing
23 assistance to victims of domestic abuse and their families.

24 2.4 Housing Assistance Services:

25 2.4.1 CONTRACTOR shall provide Participants with assistance in
26 locating temporary and transitional housing, and work with Participants to
27 obtain stable, affordable housing.

28 2.4.2 CONTRACTOR shall provide services to CalWORKs Participants

1 referred by WTW Staff, including but not limited to, the following:

2 2.4.2.1 Develop marketing strategies and conduct special
3 outreach activities with area landlords to increase available housing options;

4 2.4.2.2 Assist Participants with preparatory coaching
5 and suggestions in shopping for a rental unit;

6 2.4.2.3 Provide immediate response and intervention in
7 the rental process, and assistance with move-in and utility arrangements;

8 2.4.2.4 Provide consumer credit and financial management
9 counseling, including assistance with remedies for adverse credit
10 reports/history;

11 2.4.2.5 Act as an advocate for the family regarding
12 stabilization of housing;

13 2.4.2.6 Act as an advocate for the family regarding
14 eviction prevention/intervention; and

15 2.4.2.7 Ensure that funds are allocated for direct
16 Participant services and pay the appropriate creditor/payee directly for
17 services.

18 2.4.3 CONTRACTOR shall network and subcontract as necessary with
19 CBOs and FBOs to maximize available resources for temporary and transitional
20 housing, as well as facilitating the location and retention of permanent
21 housing.

22 2.4.4 CONTRACTOR shall maintain a central listing of availability
23 of housing resources within Orange County, and update this information on a
24 quarterly basis.

25 2.5 Subsidized Employment Program:

26 CONTRACTOR shall coordinate a subsidized employment program and
27 outreach to worksites to ensure that Participants are placed at appropriate
28 worksites and receive employment skills and experience that will lead to

1 unsubsidized employment and self-sufficiency.

2 2.5.1 CONTRACTOR shall assume the duties and responsibilities
3 associated with being the employer of record for Participants within the
4 program or oversee Worksite Providers that may also assume the role of
5 employer of record. If the Worksite Provider is the employer of record,
6 CONTRACTOR shall ensure that the Worksite Provider adheres to all aspects of
7 the program including human resources processes and payroll requirements.

8 2.5.1.1 COUNTY will reimburse CONTRACTOR up to fifteen
9 dollars (\$15.00) per hour for each Participant, for up to six (6) months, and
10 for all hours worked at the assigned worksite. Wages paid by CONTRACTOR or the
11 worksite to a Participant shall not be less than the prevailing California
12 minimum wage. CONTRACTOR shall provide details to ADMINISTRATOR on positions
13 where the Participant's wage is between thirteen (\$13.00) and fifteen dollars
14 (\$15.00) per hour, inclusive, for approval by ADMINISTRATOR prior to placing
15 Participants at the worksite. Such details may include, but are not limited
16 to, documentation indicating the employer's standard wage for the position, or
17 data obtained from a credible source on the prevailing wage for the position.
18 Overtime pay will not be permitted without prior approval from ADMINISTRATOR.
19 Participants may be paid for COUNTY holidays as identified in Subparagraph
20 21.2 of Exhibit C to this Agreement, with prior approval from ADMINITRATOR.

21 2.5.2 Participants shall be offered workplace and job search
22 readiness assistance to ensure that they are ready to begin a successful
23 subsidized employment program.

24 2.5.3 CONTRACTOR shall address Participant barriers to
25 participation as identified by the WTW Case Manager, and review employer
26 expectations.

27 2.5.4 After a Participant is placed at the worksite, CONTRACTOR
28 shall track attendance and progress in their assigned placement, and

1 collaborate with the worksite to conduct Participant evaluations. CONTRACTOR
2 shall meet twice monthly with the work site supervisor to discuss the
3 Participant's progress and performance in the program. CONTRACTOR shall meet
4 every two (2) weeks, or as needed, with the Participant to discuss action
5 steps needed to successfully complete the program.

6 2.5.5 CONTRACTOR shall develop a plan for worksites to offer
7 supervision and training to Participants, along with the opportunity of full -
8 time permanent employment with advancement opportunities at the end of the
9 subsidized period.

10 2.5.6 CONTRACTOR shall work closely with Participants and encourage
11 them to overcome individual barriers in order to successfully complete the
12 program and obtain unsubsidized employment, either at the worksite or with
13 another employer. As an incentive to encourage participation and to assist in
14 the transition to employment, after a Participant completes the program,
15 obtains unsubsidized employment, and retains employment for thirty (30) days,
16 CONTRACTOR shall provide the Participant with a two-hundred dollar (\$200.00)
17 voucher to obtain items that support the Participant's continuous employment.
18 CONTRACTOR shall inform the Participant that after thirty (30) days of
19 employment he/she must submit employment documentation verifying job retention
20 to receive the voucher. The voucher shall be for an establishment where items
21 that support the Participant's employment and household stability, such as
22 food, gas or work clothes can be purchased. CONTRACTOR shall keep a record of
23 every voucher provided to a Participant that includes the name of the
24 establishment for which the voucher was provided, the name of the Participant,
25 the date the voucher was provided, the amount of the voucher, the name of
26 CONTRACTOR's employee providing the voucher, and whether the Participant
27 provided appropriate documentation to verify his/her job retention.
28 CONTRACTOR shall provide ADMINISTRATOR access to inspect CONTRACTOR's records

1 concerning the provision of vouchers to Participants and/or upon request.
2 CONTRACTOR shall provide ADMINISTRATOR with a copy of such records.

3 3. REFERRALS

4 3.1 CONTRACTOR shall accept and evaluate Employment Support Services
5 referrals from WTW Staff in accordance with policies established by
6 ADMINISTRATOR.

7 3.1.1 Although services may end if there is a participation
8 problem due to non-cooperation, Participants shall not be refused services by
9 CONTRACTOR without discussion and concurrence with WTW Staff. WTW Staff shall
10 discuss and concur prior to any action taken by CONTRACTOR to minimize issues
11 that impede the provision of Employment Support Services.

12 3.2 CONTRACTOR shall ensure that the number of days elapsing between
13 the day Participants are referred to CONTRACTOR for Employment Support
14 Services under this Agreement, and the date contact is made with Participants
15 shall not exceed seven (7) calendar days. CONTRACTOR shall communicate with
16 WTW Staff on any action taken.

17 3.2.1 CONTRACTOR shall evaluate and provide services within
18 twenty-four (24) hours from the time the referral is received when emergency
19 service needs have been identified, e.g., lack of food or housing, or a
20 situation that would have an immediate detrimental impact on Participants'
21 ability to maintain employment in accordance with limitations established by
22 CONTRACTOR and ADMINISTRATOR as identified and defined in COUNTY Policy.

23 4. REPORTING REQUIREMENTS

24 4.1 CONTRACTOR shall maintain records, collect data, and provide
25 reports mandated by Federal and State governments and as may be required by
26 ADMINISTRATOR. Reporting requirements shall include all reports and data
27 collection that is required to track and report progress on goals as stated in
28 Paragraph 1 of this Exhibit B to this Agreement.

1 4.2 CONTRACTOR shall report to ADMINISTRATOR Participants' WTW
2 participation in Employment Support Services in a format approved by
3 ADMINISTRATOR.

4 5. MONTHLY REPORTS

5 5.1 CONTRACTOR shall provide ADMINISTRATOR with a monthly status
6 report, by the tenth (10th) calendar day of the following month, for the
7 preceding month, in a format approved by ADMINISTRATOR, which includes, but is
8 not limited to, the following:

9 5.1.1 Referrals received and referral outcomes;

10 5.1.2 Referrals initiated and referral outcomes;

11 5.1.3 Summary of interactions with CBOs and FBOs during the
12 previous month, which shall include the date(s), contact names(s), and purpose
13 of contact. Report will only be generated at the request of ADMINISTRATOR;

14 5.1.4 Summary of all complaints received, which include, but are
15 not limited to, complaints from Participants, other contract service
16 providers, community organizations, and the public; and

17 5.1.5 Corrective actions taken against cited errors.

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EXHIBIT C

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

ARBOR E & T, LLC

DBA RESCARE WORKFORCE SERVICES

FOR THE PROVISION OF JOB SERVICES

AND EMPLOYMENT SUPPORT SERVICES

SERVICE CONDITIONS

1. POPULATION TO BE SERVED

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

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

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

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

1 prevailing State statutes and program regulations, as required by
2 ADMINISTRATOR.

3 2. PRINCIPLES

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

6 2.1 The provision of services shall be conducted in a manner
7 responsive to literacy, language, and socio-cultural issues that may impact
8 Participants. CONTRACTOR's staff shall be trained in cultural differences to
9 ensure their ability to recognize and assist Participants who demonstrate
10 language or cultural barriers to employment, including resistance to pursuing
11 employment in occupations that may be perceived as nontraditional;

12 2.2 Barriers relating to mental health and/or substance abuse issues
13 shall be identified and Participants shall be provided the appropriate
14 referral;

15 2.3 Participants shall be actively referred to needed services and
16 follow-up shall occur to ensure that the referral was successful;

17 2.4 Opportunities shall be maximized to provide integrated,
18 coordinated and easily accessible resources for Participants;

19 2.5 Services shall be family-friendly and family-centered;

20 2.6 Services shall be community-based and provide integrated services
21 that coordinate Federal, State and community funding opportunities;

22 2.7 Participants' strengths shall be identified, utilizing
23 motivational and strength-based techniques; and

24 2.8 Services shall be outcome-driven and identify indicators that
25 accurately reflect progress towards stated contract goals.

26 3. ENGAGEMENT/RE-ENGAGEMENT OUTREACH AND STRATEGIES

27 3.1 CONTRACTOR shall develop and provide engagement/re-engagement
28 activities to Participants referred by WTW Staff. Participants may include

1 those meeting the following criteria:

2 3.1.1 Unemployed or underemployed;

3 3.1.2 Not participating due to expiration of exempt status;

4 3.1.3 Not participating in assigned activity(ies) (non-
5 cooperation); and

6 3.1.4 Sanctioned.

7 3.2 Engagement/re-engagement activities shall include, but are not
8 limited to, the following:

9 3.2.1 Telephone contacts;

10 3.2.2 Home visits;

11 3.2.3 Mailers; or

12 3.2.4 Appointment setting during flexible office hours.

13 3.3 CONTRACTOR shall provide specialized support services to address
14 barriers including, but not limited to, attitude, parenting skills, behavioral
15 health, domestic abuse, cultural and language issues, unstable housing, and
16 lack of access to flexible child care and employment opportunities. Services
17 shall include, but shall not be limited to, the following:

18 3.3.1 Identify attitudinal barriers, domestic abuse and/or
19 behavioral health issues that negatively affect participation and provide
20 immediate resources.

21 3.3.2 Provide information on flexible child care and employment
22 options.

23 3.3.3 Develop a network of child care providers that offer
24 services during traditional and non-traditional hours and on short notice.

25 3.3.4 Use of the CalWORKs orientation for educational and
26 motivational purposes and to discuss the realities of the CalWORKs time
27 limits.

28 3.3.5 Completion of a Self-Sufficiency Action Plan that helps each

1 parent to identify barriers, roles, responsibilities, individual and family
2 goals for the future.

3 3.3.6 Translation services as needed.

4 3.3.7 Referrals to CBOs and FBOs that are culturally responsive to
5 the needs of Participants.

6 3.4 CONTRACTOR shall work together with each Participant to identify
7 barriers to participation and the need for specific Employment Support
8 Services, as described in Exhibit B to this Agreement, in order to engage the
9 Participant in approved WTW activities.

10 3.5 Activities of engagement/re-engagement outreach and strategies
11 shall include, but are not limited to, the following:

12 3.5.1 Participants will attend an office appointment or CONTRACTOR
13 will conduct a home visit if an office visit cannot be made.

14 3.5.2 CONTRACTOR shall educate and motivate Participants to return
15 to the program with full participation.

16 4. QUALITY CONTROL

17 4.1 CONTRACTOR shall be required to establish and maintain a complete
18 internal Quality Control Plan to ensure that all requirements of this
19 Agreement are met.

20 4.2 CONTRACTOR shall develop and maintain an inspection system that
21 shall cover the monitoring and control of Employment Support Services payment
22 issuance (including petty cash, bus tickets/passes or transportation costs).
23 The quality control plan approved by ADMINISTRATOR shall include:

24 4.2.1 Activities to be inspected on either a scheduled or
25 unscheduled basis, how often inspections will be accomplished, and the title
26 of the individual(s) who will perform the inspections;

27 4.2.2 Specific methods to identify and prevent deficiencies in the
28 quality of service performed, prior to unacceptable performance levels;

1 4.2.3 Method for continuing services in the event of a strike of
2 CONTRACTOR's employees or a natural disaster; and

3 4.2.4 Maintenance of all inspection files and, if necessary, the
4 corrective action taken.

5 4.3 CONTRACTOR shall cooperate with any third party audit or
6 inspections as required by ADMINISTRATOR or other COUNTY, State or Federal
7 agency.

8 5. CASE RECORDS

9 5.1 CONTRACTOR shall maintain a current and complete electronic case
10 record on COUNTY's computer information system for each Participant referred.
11 ADMINISTRATOR will provide sufficient training regarding use and maintenance
12 of electronic case records on the computer information system, track cases,
13 generate reports, etc., to CONTRACTOR's staff. CONTRACTOR shall conduct
14 future training for its staff and also provide this training to any partner
15 agencies that will have on-line access.

16 5.2 CONTRACTOR may also be required to maintain a physical case record
17 (hard copy), as required by ADMINISTRATOR. The content of the physical case
18 records shall be in a format approved by ADMINISTRATOR and shall be uniform
19 for each subcontractor. The physical case record shall contain any
20 documentation not included in the electronic case record, as requested by
21 ADMINISTRATOR.

22 5.3 Information in case records shall be treated as confidential and
23 released only to ADMINISTRATOR as required, or to others upon the approval of
24 ADMINISTRATOR.

25 5.4 CONTRACTOR shall include, but not be limited to, the following
26 items in the physical case record file:

27 5.4.1 Documentation of referrals;

28 5.4.2 Documentation of services provided, including contacts with

1 and on behalf of Participants, general observations, etc.;

2 5.4.3 Documentation of subcontractors and service providers
3 working with Participants or members of the Participants' families, including
4 payments made to the service provider;

5 5.4.4 Documentation/justification for Supportive Services;

6 5.4.5 Documentation of hours of participation;

7 5.4.6 Documentation regarding any cooperation issues;

8 5.4.7 Attendance and progress reports, including those from
9 subcontractors and service providers;

10 5.4.8 Employment information and employment retention tracking;

11 5.4.9 Documentation of increases in earnings;

12 5.4.10 Standard release forms as needed for collateral
13 contacts;

14 5.4.11 Documentation of language needs and how they were
15 resolved, as applicable; and

16 5.4.12 Medical verifications, as applicable.

17 6. COORDINATION

18 6.1 CONTRACTOR shall jointly host regular coordination meetings with
19 ADMINISTRATOR, WTW Staff, and other contract partners to coordinate procedures
20 and problem resolution.

21 6.2 CONTRACTOR shall provide a contact to accept calls from WTW Staff
22 to verify space availability for the next appropriate Job Services opening,
23 using a format approved by ADMINISTRATOR.

24 6.3 CONTRACTOR shall coordinate with the Vocational Assessment
25 Contractor(s), as directed by ADMINISTRATOR, for referral of Participants to
26 Vocational Assessment following Job Services.

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1 7. FORMS

2 7.1 ADMINISTRATOR will provide a camera-ready copy of all mandatory
3 State and COUNTY forms.

4 7.2 CONTRACTOR shall be responsible for duplication and distribution
5 of the forms to its staff and any partner agencies or subcontractors and
6 providers in the region, as needed per its function in the regional network
7 and the usage in the region.

8 7.3 CONTRACTOR shall develop its own internal forms that are not
9 mandated by ADMINISTRATOR or by program requirements. Internal forms shall be
10 reviewed and approved by ADMINISTRATOR prior to implementation.

11 8. STATEMENT OF NEED

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

17 9. COMMUNITY OUTREACH

18 9.1 CONTRACTOR shall secure the cooperation of CBOs and FBOs in order
19 to coordinate their efforts and the efforts of local educational institutions
20 for services. This shall be accomplished by establishing a network of
21 available resources, and providing a forum to exchange employment service
22 related ideas and to develop avenues to implement them. The ultimate goal is
23 to involve as many organizations as possible in a coordinated effort to
24 provide services designed to remove barriers to employment and increase
25 economic self-sufficiency.

26 9.2 CONTRACTOR shall provide services as required in this Agreement
27 through direct service or subcontracts with established community resources.

28 9.3 CONTRACTOR shall meet regularly with CBOs and FBOs to inform them

1 of funding availability for services provided under this Agreement, coordinate
2 the provision of services, and provide them with technical assistance as
3 needed.

4 9.4 CONTRACTOR shall call upon ADMINISTRATOR for assistance with
5 coordination of community outreach activities.

6 10. FAITH-BASED ORGANIZATIONS (FBO)

7 10.1 CONTRACTOR shall respect the wishes of those Participants who do
8 not want to receive services from an FBO. CONTRACTOR shall make available the
9 same type of services from non-faith-based organizations. These services
10 shall be at least equal to the FBO's services and be made available within the
11 time frame as specified in Paragraph 3.2 of Exhibit B.

12 10.2 CONTRACTOR shall respond to Participant Advocate concerns within
13 five (5) business days or as directed by ADMINISTRATOR, but in no event later
14 than thirty (30) days. CONTRACTOR shall involve ADMINISTRATOR in resolving
15 disputes between CONTRACTOR and community organizations. A Participant
16 Advocate is a party or organization separate from CONTRACTOR and COUNTY who
17 advocates on behalf of a Participant.

18 11. PROGRAMMATIC PARTICIPATION

19 CONTRACTOR shall submit any information and assistance necessary for WTW
20 Staff to conduct cause determinations and monitor compliance plans, and for
21 ADMINISTRATOR to make presentations at hearings or formal grievances.

22 12. PERFORMANCE MONITORING AND REVIEWS

23 12.1 CONTRACTOR's performance will be monitored and reviewed by
24 ADMINISTRATOR. CONTRACTOR shall cooperate and assist ADMINISTRATOR in
25 monitoring performance. ADMINISTRATOR will conduct case reviews as part of an
26 on-going evaluation of CONTRACTOR's performance.

27 12.2 ADMINISTRATOR may use a variety of inspection methods to evaluate
28 CONTRACTOR's performance, including but not limited to:

1 12.2.1 Random sampling of program activities including a
2 review of case files each month;

3 12.2.2 Activity checklists and random observations;

4 12.2.3 Inspect output items on a periodic basis as deemed
5 necessary;

6 12.2.4 Computer Information System reported results;

7 12.2.5 Participants' complaints and/or Participants'
8 questionnaires; and

9 12.2.6 Service provider complaints or reports.

10 12.3 When it is determined that services were not performed in
11 accordance with this Agreement and/or COUNTY policies during the review
12 period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR shall,
13 within the time period specified in any such corrective action plan, remedy
14 the performance defects.

15 12.4 Performance evaluation meetings will be conducted by ADMINISTRATOR
16 as necessary.

17 12.5 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
18 information necessary for monitoring this Agreement, and with authorized State
19 or Federal representatives who may audit WTW Program services.

20 13. HANDLING COMPLAINTS

21 CONTRACTOR shall develop, operate and maintain procedures for receiving,
22 investigating and responding to service providers and Participant complaints,
23 including Civil Rights complaints against direct service providers made by
24 Participants, requests for State Hearings and formal grievances, requests for
25 COUNTY reviews, and other complaints relating to Job Services and Employment
26 Support Services.

27 13.1 CONTRACTOR staff shall maintain a log for identification and
28 response to Participants' complaints. When complaints cannot be resolved

1 informally, a system of follow-through shall be instituted which adheres to
2 formal plans for specific actions and response to complaints within two (2)
3 business days.

4 13.2 When CONTRACTOR believes any complaint may have legal implications
5 for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately
6 to ADMINISTRATOR prior to responding to the complaint.

7 13.3 CONTRACTOR shall provide, in a format approved by ADMINISTRATOR,
8 information pertaining to complaints, as well as CONTRACTOR's response to any
9 complaints to ADMINISTRATOR, as described above, within ten (10) business days
10 of the complaint.

11 13.4 CONTRACTOR shall include a summary of all complaints received in
12 the Monthly Status Reports submitted to COUNTY.

13 14. FORMAL GRIEVANCE PROCESS AND STATE HEARING

14 14.1 CONTRACTOR shall post Grievance Rights and Civil Rights notices,
15 and any other notices as may be required by ADMINISTRATOR, in all office(s)
16 where all Participants can easily see them and as required by COUNTY, State
17 and Federal Regulations.

18 14.2 CONTRACTOR shall attend COUNTY Formal Grievance Hearings and State
19 Hearings as needed, and comply with the decisions of the Hearing Officers. All
20 actions involving the Formal Grievance Process and State Hearings shall be
21 properly documented.

22 15. WELFARE FRAUD INVESTIGATION REFERRALS

23 CONTRACTOR staff shall report to the appropriate WTW Staff when
24 eligibility or Supportive Services payment fraud is suspected, either by
25 Participants or service providers.

26 16. OUTSIDE CONTACTS

27 CONTRACTOR shall:

28 16.1 Immediately inform ADMINISTRATOR of any inquiry from an elected

1 official, their representative, Participant Advocate, or the press, and
2 immediately provide information in order for ADMINISTRATOR to respond.

3 16.2 Consult with ADMINISTRATOR prior to initiating contact with a
4 Participant Advocate or the press.

5 16.3 Inform ADMINISTRATOR prior to initiating contact with an elected
6 official or their representative.

7 17. FACILITIES

8 17.1 CONTRACTOR shall collocate to existing ADMINISTRATOR facilities
9 and locate additional space in regions of Orange County designated by
10 ADMINISTRATOR.

11 17.2 Collocated Facilities:

12 17.2.1 CONTRACTOR shall enter into a rent-free lease or
13 license agreement when collocating at a site provided by ADMINISTRATOR, as
14 referenced in Subparagraph 9.2 of this Agreement. CONTRACTOR shall cooperate
15 with all conditions of said agreement. CONTRACTOR shall collocate at the
16 following facilities provided by ADMINISTRATOR:

17 6100 Chip Ave., Cypress, CA 90630

18 1928 S. Grand Ave., Santa Ana, CA 92705

19 23340 Moulton Parkway, Laguna Hills, CA 92653

20 3320 E. La Palma, Anaheim, CA 92806

21 1240 State College Blvd., Anaheim, CA 92806

22 17.3 Contractor Provided Facilities:

23 17.3.1 CONTRACTOR shall provide ADMINISTRATOR with a copy of
24 the lease for review and approval, at least thirty (30) days prior to leasing
25 a facility. CONTRACTOR shall make all changes to the lease as requested by
26 ADMINISTRATOR.

27 17.3.2 CONTRACTOR shall provide parking spaces for
28 Participants' free and exclusive use. CONTRACTOR shall also provide parking

1 for disabled persons in accordance with the Americans with Disabilities Act,
2 and any other rules or statutes relating to parking for disabled persons.

3 17.3.3 CONTRACTOR shall provide all repair, maintenance, and
4 janitorial services to all premises on a five (5) day per week basis, subject
5 to the satisfaction of ADMINISTRATOR. If CONTRACTOR fails to provide
6 satisfactory repair, and janitorial services to the premises, ADMINISTRATOR
7 may notify CONTRACTOR in writing. CONTRACTOR shall initiate measures to
8 provide satisfactory service and/or remedy the unsatisfactory conditions. If
9 CONTRACTOR has not provided satisfactory repairs within ten (10) calendar
10 days, ADMINISTRATOR may provide the repair, maintenance, and/or janitorial
11 service necessary to remedy the unsatisfactory condition, and deduct the cost
12 of those services from any reimbursable claim by CONTRACTOR.

13 17.3.4 CONTRACTOR shall maintain any facilities in compliance
14 with all applicable laws, rules, regulations, building codes, statutes and
15 orders, as they now exist or may be subsequently amended.

16 17.3.5 CONTRACTOR provided sites shall be in safe, clean
17 structures that are centrally located to the population to be served, located
18 conveniently to public transportation facilities, accessible to individuals
19 with disabilities, and provide adequate parking at no cost to Participants.

20 17.3.6 CONTRACTOR shall not require Participants to travel
21 more than two (2) hours round trip to obtain services.

22 17.3.7 CONTRACTOR shall maintain an Accessibility Plan that
23 describes how Participants located throughout Orange County can easily get to
24 the sites.

25 17.3.8 CONTRACTOR shall provide adequate security for the
26 facilities, and all facilities shall be adequately lighted at night.

27 17.3.9 CONTRACTOR shall secure the work area to maintain
28 Participant confidentiality.

1 17.3.10 CONTRACTOR shall maintain the security of the work
2 area in an up-to-date manner and shall designate an in-house management level
3 position to be responsible for maintenance and access level assignments. Work
4 area security shall include a master key override lock.

5 17.3.11 CONTRACTOR shall provide an alarm or security system
6 for after-hours security in locations where ADMINISTRATOR has provided
7 furniture and equipment.

8 17.3.12 CONTRACTOR shall provide space for the provision of
9 services under this Agreement at the following sites:

10 100 South Anaheim Blvd., Anaheim, CA 92805

11 16842 Von Karman Ave., Irvine, CA 92606

12 17.4 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add,
13 change, modify, or delete locations, as necessary, to best serve the needs of
14 ADMINISTRATOR and Participants.

15 18. EQUIPMENT AND FURNISHINGS

16 18.1 ADMINISTRATOR will purchase and install all necessary data
17 processing equipment, including personal computers.

18 18.2 ADMINISTRATOR will provide sufficient training to CONTRACTOR's
19 staff regarding use and maintenance of electronic case records on the computer
20 information system.

21 18.3 CONTRACTOR shall use the computer information system(s) provided
22 by ADMINISTRATOR for entering and viewing electronic data as required by
23 ADMINISTRATOR. CONTRACTOR shall ensure that their personnel understand the
24 uses of the computer information system(s) and will follow the related
25 procedures as evidenced by supervisory reviews and case audits.

26 18.4 CONTRACTOR shall be responsible for providing all the necessary
27 (ergonomically proper) furnishings for its staff in non-collocated facilities,
28 and jointly coordinate the office layouts with ADMINISTRATOR's Facilities

1 Management staff.

2 18.5 CONTRACTOR shall inform ADMINISTRATOR of any employment
 3 terminations or new hires in order for ADMINISTRATOR's Information Technology
 4 Services to take appropriate action within specified timeframes.

5 18.6 CONTRACTOR shall comply with confidentiality requirements as
 6 stated in Paragraph 34 of this Agreement and shall use the computer
 7 information system(s) provided by ADMINISTRATOR for entering and retrieving
 8 data, monthly reporting of Work Participation hours, updating the status and
 9 end dates of Participant activities, and any other information as required by
 10 ADMINISTRATOR. CONTRACTOR shall be responsible for any loss, theft, or damage
 11 to the computer systems provided by ADMINISTRATOR. Further, CONTRACTOR shall
 12 provide training to staff that uses such equipment related to the sensitivity
 13 of Participant personal information contained within the hardware of these
 14 systems.

15 18.7 CONTRACTOR shall provide ADMINISTRATOR with a written plan
 16 describing safeguards that shall be taken to ensure the security of both the
 17 computer information systems hardware and the personal data contained therein.
 18 This plan shall include action steps that CONTRACTOR shall take to immediately
 19 report and mitigate damages resulting from loss of equipment and unauthorized
 20 dissemination of personal information. CONTRACTOR shall submit this plan no
 21 later than July 31, 2015, and shall make all changes to the plan as requested
 22 by ADMINISTRATOR.

23 19. BUDGET

24 The budgets for Job Services and Employment Support Services pursuant to
 25 Exhibits A, B, and C of this Agreement are set forth as follows:

26 **Budget period for July 1, 2015 - June 30, 2016**

	Max Hourly		
<u>Salaries and Benefits:</u>	<u>Rate⁽¹⁾</u>	<u>FTE⁽²⁾</u>	<u>Annual Budget</u>

1	Program Director	50.49	1.00	105,019
2	Project Manager	35.09	1.00	72,987
3	Finance Manager	33.17	1.00	68,994
4	Training Manager	33.17	1.00	68,994
5	Program Manager	33.17	1.00	68,994
6	Subcontract Manager	33.17	1.00	68,994
7	Quality Assurance Manager	33.17	1.00	68,994
8	Supervisors	26.00	10.00	511,779
9	Career Consultants	22.01	44.00	1,734,931
10	Lead Career Consultant	22.01	9.00	375,168
11	Job Developers	22.01	4.00	164,299
12	Account Specialists	22.18	5.00	194,942
13	Administrative Assistants	16.35	6.00	<u>194,487</u>
14	Subtotal Salaries ⁽³⁾⁽⁴⁾⁽⁵⁾			\$3,698,582
15	Benefits ⁽⁶⁾			<u>\$822,786</u>
16	Total Salaries and Benefits			\$4,521,368
17	<u>Services</u>			
18	Basic Needs			45,000
19	Professional Clothing			358,000
20	Domestic Abuse Services			530,088
21	Housing			735,265
22	Transportation			530,000
23	Purchase of Services			3,000
24	Subsidized Employment Salary ⁽⁷⁾			<u>2,350,000</u>
25	Total Services			\$4,551,353
26	<u>Operating Expenses</u>			
27	Office Expense			85,000
28	Program Expense			42,000

1	Telephone (Communication Costs)	60,000
2	Mileage ⁽⁸⁾	40,000
3	Staff Development	6,000
4	Travel (Transportation/Lodging) ⁽⁹⁾	5,000
5	Advertising/Promotions/Printing	20,000
6	Facility Lease/Rental	440,000
7	Equipment Lease/Rental	30,000
8	Maintenance	6,000
9	Insurance	50,000
10	Independent Audit	13,000
11	Miscellaneous ⁽¹⁰⁾	<u>1,500</u>
12	Total Operating Expenses	\$798,500
13	Contractor's Fee	<u>\$1,915,491</u>
14	MAXIMUM OBLIGATION 7/1/14-6/30/15	\$11,786,712
15	CONTRACT MAXIMUM OBLIGATION	
16	TOTAL JULY 1, 2015 THROUGH JUNE 30, 2016	\$11,786,712

17
18 (1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.

19 (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the
20 maximum amount of time (stated as a percentage) each position will be
21 providing services under the terms of this Agreement. This percentage is
22 based upon a 40-hour workweek. For salaried employees, FTE is defined as
23 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.

24 (3) Total salaries are calculated on average hourly rates for positions with
25 average hourly rates and on maximum hourly rates for positions with no
average hourly rates.

26 (4) Each staff position line item is inclusive of potential staff incentives.
27 Staff incentives will be granted as approved by ADMINISTRATOR. Staff
incentives are based on each employee's performance and are not to exceed
28 5% of the employee's annual salary. Staff incentives may be in the form
of either a salary increase or lump sum; however, the total compensation

1 consisting of base pay plus incentives shall not exceed the maximum
2 hourly rate for the position.

- 3 (5) Bilingual staff payments are 55% of Direct Services Staff FTEs at \$0.83
4 per hour.
- 5 (6) Employee Benefits include contributions to 401k or retirement plans;
6 health insurance; dental insurance; life insurance; long-term disability
7 insurance; payroll taxes such as FICA, Federal Unemployment Tax, State
8 Unemployment Tax, and Worker's Compensation Tax, based on the currently
9 prevailing rates; and vacation accrual limited to the amount of vacation
10 time earned during the fiscal year in which such expense is claimed.
- 11 (7) Subsidized Employment line includes both salary wages and benefits cost
12 associated with Participants placed into subsidized employment positions.
13 Benefits costs included are payroll taxes such as FICA, Federal
14 Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax,
15 based on the currently prevailing rates.
- 16 (8) Mileage is limited to the amount allowed by the IRS.
- 17 (9) Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel
18 Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved
19 in advance by ADMINISTRATOR. CONTRACTOR shall be reimbursed for actual
20 expenses of lodging, up to the maximum allowed in CFR Title 41 Chapter
21 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate
22 paid to employees for meals and incidental expenses incurred during
23 travel, up to the maximum allowed in CFR 41 Chapter 301, Travel
24 Allowances.
- 25 (10) Other includes costs of customary ongoing recruiting costs; Trade,
26 Business and Professional activities; and other allowable and necessary
27 costs that cannot be practically classified into a separate category.
28 The amount assigned to this category is based upon past experience with
the CalWORKs Program.

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
notice to add, delete, or modify line items and/or amounts without changing
COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Agreement
or reducing the level of service to be provided by CONTRACTOR. Further, in
accordance with Subparagraph 45.3 of this Agreement, in the event
ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 21.1,
CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately
reduce the program goals as set forth in Subparagraphs 1.4.1 and 1.4.2 of

1 Exhibit A and Subparagraph 1.3 of Exhibit B and penalties as set forth in
2 Subparagraph 21.4.7 of this Agreement. For the purposes of this Agreement,
3 proportionately shall be defined as follows: the amount of the reduction
4 divided by the remaining funds in the budget, at the time of the reduction,
5 after the reduction is applied.

6 20. STAFF

7 20.1 Language Diversity:

8 CONTRACTOR shall employ staff with experience in placing Participants
9 with a limited English vocabulary in an environment that facilitates the
10 development of the English language. CONTRACTOR's staff shall be able to
11 read, write, speak and understand English. CONTRACTOR shall provide bilingual
12 staff to serve Participants who speak Spanish or Vietnamese. The ratio of
13 bilingual staff shall be consistent with and proportional to the target
14 population in each region, as determined by ADMINISTRATOR. In addition,
15 CONTRACTOR shall be required to provide translation services for all other
16 languages as needed to ensure all Participants are provided services in the
17 language they speak.

18 CONTRACTOR shall comply with all COUNTY, State, and Federal regulations
19 regarding Limited English Proficiency (LEP). LEP regulations affect anyone who
20 participates in a Federally funded program, and who has English as his or her
21 second language and is limited in his or her English language proficiency.

22 20.2 Recruitment and Hiring Practices:

23 20.2.1 CONTRACTOR shall use a formal recruitment plan, which
24 is in compliance with Federal and State employment and labor regulations.

25 20.2.2 CONTRACTOR shall hire staff with the education and
26 experience necessary to appropriately perform all functions as described in
27 this Agreement.

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1 20.2.3 CONTRACTOR shall give priority consideration to
2 qualified job-ready Participants in filling vacancies in positions funded by
3 this Agreement.

4 20.3 Staff Training:

5 20.3.1 CONTRACTOR staff directly serving Participants, or
6 supervising those who do, shall be thoroughly familiar with WTW requirements
7 and procedures contained in the Orange County CalWORKs Plan and subsequent
8 updates, the CDSS regulations, COUNTY Policy, the computer information system
9 and related instructions, CalWORKs eligibility requirements, ADMINISTRATOR's
10 service delivery and payment systems, welfare fraud and child abuse/elder
11 abuse reporting requirements, the State Hearing process, and Civil Rights
12 compliance requirements. ADMINISTRATOR will provide program requirements,
13 policies, and general procedures to CONTRACTOR during start-up and
14 subsequently as these materials are revised or new policies are developed.

15 20.3.2 ADMINISTRATOR will provide initial training to a
16 limited number of select CONTRACTOR staff with respect to WTW regulations, and
17 COUNTY Policy. CONTRACTOR shall attend training(s) that ADMINISTRATOR
18 determines to be mandatory. CONTRACTOR shall conduct subsequent training(s).

19 20.3.3 CONTRACTOR shall develop a COUNTY approved training
20 manual to be distributed to CONTRACTOR staff regarding motivational
21 strategies.

22 20.3.4 ADMINISTRATOR will also provide CONTRACTOR personnel
23 with initial training in the use of computer information systems as necessary
24 to comply with the requirements of the CalWORKs Program. ADMINISTRATOR will
25 provide technical information to CONTRACTOR on these requirements, but it will
26 be CONTRACTOR's sole responsibility to assure that CONTRACTOR staff understand
27 and correctly implement the requirements cited when providing services
28 pursuant to this Agreement.

1 20.3.5 CONTRACTOR shall provide ongoing staff training and
2 assist its staff to ensure that all assignments are completed.

3 20.3.6 CONTRACTOR shall ensure that its staff receives
4 training in understanding cultural differences among groups of Participants,
5 and recognize and effectively intervene to overcome any language and/or
6 cultural barriers to employment.

7 20.3.7 CONTRACTOR shall maintain a log of in-house training
8 activities completed by its staff. This log shall be made available to
9 ADMINISTRATOR upon request.

10 20.4 Time Studies:

11 20.4.1 CONTRACTOR shall adhere to COUNTY time study
12 procedures by identifying and reporting time devoted to the delivery of
13 services pursuant to this Agreement.

14 20.4.2 Time studies must be completed by CONTRACTOR's staff
15 in the months of February, May, August and November of each year. Completed
16 time studies shall be made available to ADMINISTRATOR by the first business
17 day of the month following each month in which the time study is to be
18 completed.

19 20.4.3 Supervisory staff do not complete detailed time study
20 form sheets, but must record the total hours worked per day in a time study
21 month. CONTRACTOR's supervisors shall review the staff time study detail
22 report for accuracy and ensure consistency with reported work hours for the
23 same period.

24 20.5 Staff Duties and Qualifications

25 CONTRACTOR shall provide the following Full-Time Equivalent (FTE) described
26 staff positions:

27 ///

28 ///

20.5.1 One (1) Program Director:

Duties:

20.5.1.1 Manage the implementation of contracted services, assuring all contractual commitments are met.

20.5.1.2 Responsible for proper utilization of project funding.

20.5.1.3 Establish and maintain working relationships with ADMINISTRATOR and all partners to optimize funding, customer satisfaction and community relations.

20.5.1.4 Facilitate project accomplishments and ensure that management decisions and contractual goals are understood and supported by CONTRACTOR staff.

20.5.1.5 Make decisions that facilitate program accomplishments and meet goals and objectives on time and within budget.

20.5.1.6 Analyze and evaluate program operations and implement actions to meet designed plans.

20.5.1.7 Assign priorities and scheduling to meet planned program goals and objectives.

20.5.1.8 Assure all CONTRACTOR staff are trained and meet performance standards as outlined in this Agreement.

20.5.1.9 Evaluate CONTRACTOR staff performance and authorize CONTRACTOR staff development and training activities.

20.5.1.10 Direct CONTRACTOR staff performance and all Human Resources (HR) responsibilities.

20.5.1.11 Maintain existing linkages to community resources and develop new linkages to further program goals and enhance the success of Participants.

20.5.1.12 Directly supervises the Project Manager, and

1 Finance Manager.

2 Qualifications:

3 20.5.1.13 Bachelor's Degree, preferably in a human
4 services related field.

5 20.5.1.14 A minimum of five (5) years experience
6 organizing, planning and developing programs and services at a management
7 level.

8 20.5.1.15 Three (3) years CalWORKs and/or WTW experience,
9 which may be concurrent with the requirement in Subparagraph 20.5.1.14 above.

10 20.5.2 One (1) Project Manager:

11 Duties:

12 20.5.2.1 Assists the Program Director in oversight
13 functions.

14 20.5.2.2 Responsible for the overall performance in all
15 regional offices.

16 20.5.2.3 Assist Program Director in designing and
17 implementing new service components and strategies approved by ADMINISTRATOR.

18 20.5.2.4 Assist Program Director in regularly reviewing
19 all newly developed service components.

20 20.5.2.5 Supervise Quality Assurance Manager, Training
21 Manager, Program Manager, and Subcontract Manager; provide support, guidance
22 and accountability.

23 20.5.2.6 Responsible for statistical reports.

24 20.5.2.7 Implements corrective action plans, when
25 necessary, with the assistance of the Program Director.

26 Qualifications:

27 20.5.2.8 Bachelor's Degree, preferably in a human
28 services related field.

1 20.5.2.9 A minimum of four (4) years experience in
2 management or supervision.

3 20.5.2.10 Two (2) years CalWORKs and/or WTW experience,
4 which may be concurrent with the requirement in Subparagraph 20.5.2.9.

5 20.5.3 One (1) Finance Manager:

6 Duties:

7 20.5.3.1 Oversee the project's fiscal operations.

8 20.5.3.2 Responsible for tracking, analyzing and
9 reporting project financial status.

10 20.5.3.3 Supervise CONTRACTOR support staff and plan
11 activities to meet project deadlines.

12 20.5.3.4 Ensure procedures and policies are in place to
13 facilitate effective and efficient financial reporting compliance with local,
14 State, and CONTRACTOR policies.

15 20.5.3.5 Direct fiscal operations relating to financial
16 planning, funds management, accounting, reporting and disbursement.

17 20.5.3.6 Assist in preparing and maintaining the budget
18 for this Agreement.

19 20.5.3.7 Develop reporting mechanisms to track
20 expenditures and obligations.

21 20.5.3.8 Analyze CONTRACTOR's financial information as it
22 relates to project revenue and balance sheets.

23 20.5.3.9 Review project expenditures to ensure compliance
24 with applicable regulations and program requirements.

25 20.5.3.10 Forecast expenditures used in planning project-
26 wide operations and program specific activities.

27 20.5.3.11 Communicate with ADMINISTRATOR regarding
28 budgets, billing, and financial related matters.

1 20.5.3.12 Prepare billing for ADMINISTRATOR.

2 20.5.3.13 Assist during financial review of program
3 expenditures, and prepares responses to monitoring reports.

4 20.5.3.14 Train CONTRACTOR staff on changes in funding
5 regulations, corporate policies, local operating procedures and contract
6 policies.

7 Qualifications:

8 20.5.3.15 Bachelor's Degree, preferably in a related
9 field.

10 20.5.3.16 A minimum of four (4) years experience in
11 management or supervision.

12 20.5.3.17 Two (2) years CalWORKs and/or WTW experience,
13 which may be concurrent with the requirement in Subparagraph 20.5.3.16 above.

14 20.5.4 One (1) Training Manager:

15 Duties:

16 20.5.4.1 Responsible for the training and development of
17 all CONTRACTOR staff participating under this Agreement.

18 20.5.4.2 Develops all training required by CONTRACTOR.

19 20.5.4.3 Conduct and monitor all CONTRACTOR required
20 training such as compliance training and HR reports.

21 20.5.4.4 Manage new hire orientation and process new hire
22 paperwork.

23 20.5.4.5 Assist Program Director and Supervisors in the
24 development of procedures based on local, State, and federal guidelines and
25 requirements of this Agreement.

26 20.5.4.6 Responsible for all HR functions.

27 20.5.4.7 Motivate CONTRACTOR staff and tailor learning
28 activities to meet group and individual needs.

1 20.5.4.8 Develop and implement a feedback and improvement
2 system to ensure training meets the needs of ADMINISTRATOR.

3 Qualifications:

4 20.5.4.9 Bachelor's Degree, preferably in a human
5 services related field or a minimum of three (3) years experience in
6 management or supervision.

7 20.5.4.10 Two (2) years CalWORKs and/or WTW experience,
8 which may be concurrent with the requirement in Subparagraph 20.5.4.9 above.

9 20.5.5 One (1) Program Manager:

10 Duties:

11 20.5.5.1 Monitor and assist with the implementation of
12 project goals and objectives.

13 20.5.5.2 Observe and implement actions to meet designed
14 plans.

15 20.5.5.3 Delegate and monitor work progress, and manage
16 CONTRACTOR staff performance.

17 20.5.5.4 Ensure staff training is conducted when
18 appropriate and implement cross training for staff development and operational
19 strength.

20 20.5.5.5 Make decisions to facilitate project
21 accomplishments and ensure they are understood and supported by CONTRACTOR
22 staff.

23 20.5.5.6 Responsible for overseeing functional
24 operations.

25 20.5.5.7 Maintain quality and accountability in all
26 program activities.

27 20.5.5.8 Implements corrective action plans, when
28 necessary, with the assistance of the Program Director.

1 Qualifications:

2 20.5.5.9 Bachelor's Degree, preferably in a human
3 services related field, or a minimum of three (3) years experience in
4 management or supervision.

5 20.5.5.10 Two (2) years CalWORKs and/or WTW experience,
6 which may be concurrent with the requirement in Subparagraph 20.5.5.9 above.

7 20.5.6 One (1) Quality Assurance Manager:

8 Duties:

9 20.5.6.1 Manage CONTRACTOR's quality assurance program.

10 20.5.6.2 Provide performance feedback and assessment.

11 20.5.6.3 Assist in developing project goals and
12 objectives.

13 20.5.6.4 Responsible for communication and administration
14 of policies and procedures and CONTRACTOR staff development.

15 20.5.6.5 Ensure CONTRACTOR staff training is conducted
16 when appropriate and implement cross training for CONTRACTOR staff development
17 and operational strength.

18 20.5.6.6 Develop and apply methods to monitor, review,
19 and improve work quality.

20 20.5.6.7 Monitor work progress and CONTRACTOR staff
21 performance.

22 20.5.6.8 Oversees County error reports to ensure program
23 integrity.

24 20.5.6.9 Implement corrective action as needed.

25 Qualifications:

26 20.5.6.10 Bachelor's Degree, preferably in a human
27 services related field or a minimum of three (3) years experience in
28 management or supervision.

1 20.5.6.11 Two (2) years CalWORKs and/or WTW experience,
2 which may be concurrent with the requirement in Subparagraph 20.5.6.10 above.

3 20.5.7 One (1) Subcontract Manager:

4 Duties:

5 20.5.7.1 Responsible for implementing, managing, and
6 monitoring subcontracts for goal attainment, billing and invoice procedures.

7 20.5.7.2 Oversee monthly statistical reports,
8 documentation, receipt records, and expenditure reports.

9 20.5.7.3 Conduct subcontractor site visits.

10 20.5.7.4 Implement corrective action plans as needed.

11 20.5.7.5 Manage customer complaint processes and
12 reporting.

13 20.5.7.6 Attend community meetings and participate in
14 community activities.

15 Qualifications:

16 20.5.7.7 Bachelor's Degree, preferably in a human
17 services related field, or a minimum of two (2) years experience in management
18 or supervision.

19 20.5.7.8 Two (2) years CalWORKs and/or WTW experience,
20 which may be concurrent with the requirement in Subparagraph 20.5.7.7 above.

21 20.5.8 Ten (10) Supervisors:

22 Duties:

23 20.5.8.1 Supervise CONTRACTOR staff; provide performance
24 feedback and assessment.

25 20.5.8.2 Assist in developing and defining project goals
26 and objectives.

27 20.5.8.3 Prioritize assignments, train and develop
28 CONTRACTOR staff while implementing policies and procedures.

1 20.5.8.4 Ensure training is conducted when appropriate
2 and implement cross training for CONTRACTOR staff development and operational
3 strength.

4 20.5.8.5 Develop and apply methods to monitor, review and
5 improve work quality.

6 20.5.8.6 Implement corrective action plans as needed.

7 20.5.8.7 Oversee monthly statistical reports.

8 20.5.8.8 Ensure program quality and integrity.

9 20.5.8.9 Recruit and hire new CONTRACTOR staff.

10 Qualifications:

11 20.5.8.10 Bachelor's Degree, preferably in a human
12 services related field or a minimum of one (1) year experience in CalWORKs or
13 WTW.

14 20.5.8.11 Supervisory experience is preferred.

15 20.5.9 Four (4) Job Developers

16 Duties:

17 20.5.9.1 Responsible for developing relationships with
18 employers and local businesses.

19 20.5.9.2 Make direct contact with employers to establish
20 job leads for Participants, and to learn specific employer requirements and
21 expectations.

22 20.5.9.3 Develop working relationships with employers to
23 ensure that employers will hire and promote CalWORKs Participants.

24 20.5.9.4 Use special efforts to create job opportunities
25 for Participants with learning disabilities, English as a second language, or
26 other barriers to employment.

27 20.5.9.5 Develop a system for communicating job
28 opportunities to Participants.

1 20.5.9.6 Work cooperatively with community job
2 developers.

3 Qualifications:

4 20.5.9.7 Bachelor's Degree, preferably in a human
5 services related field, or one (1) years human services related experience.

6 20.5.9.8 Experience working with the CalWORKs or WTW
7 programs is required.

8 20.5.9.9 Experience in job recruitment.

9 20.5.10 Forty-Four (44) Career Consultants:

10 Duties:

11 20.5.10.1 Facilitate job search and life skills workshops
12 in a motivational, professional, educational, and cooperative environment to
13 maximize employment success.

14 20.5.10.2 Create, update, and maintain Participant file.

15 20.5.10.3 Responsible for documentation, service delivery,
16 outcomes and action plans.

17 20.5.10.4 Communicate with WTW Staff via completed
18 referral forms, emails, and phone calls.

19 20.5.10.5 Conduct Participant outreach through phone
20 calls, mailings, or home visits.

21 20.5.10.6 Responsible for ensuring the consistency of
22 service delivery to the Participant.

23 20.5.10.7 Compile monthly service delivery reports.

24 20.5.10.8 Assist in establishing employment and
25 educational goals and provides services which assist Participants in
26 overcoming barriers.

27 20.5.10.9 Meet with community employers to develop
28 employment opportunities.

1 20.5.10.10 Maintain attendance records by documenting
2 mandatory participation hours and progress.

3 20.5.10.11 Facilitate educational and motivational
4 CalWORKs orientations.

5 20.5.10.12 Responsible for providing support services and
6 consultations to referred Participants.

7 Qualifications:

8 20.5.10.13 Bachelor's Degree, preferably in a human
9 services related field or one (1) year human services related experience.

10 20.5.10.14 Experience working with the CalWORKs or WTW
11 Programs is required.

12 20.5.11 Nine (9) Lead Career Consultants:

13 Duties:

14 20.5.11.1 Facilitate job search and life skills workshops
15 in a motivational, professional, educational, and cooperative environment to
16 maximize employment success.

17 20.5.11.2 Create, update, and maintain Participant file.

18 20.5.11.3 Responsible for documentation, service delivery,
19 outcomes and action plans.

20 20.5.11.4 Communicate with WTW Staff via completed
21 referral forms, emails, and phone calls.

22 20.5.11.5 Conduct Participant outreach through phone
23 calls, mailings, or home visits.

24 20.5.11.6 Responsible for ensuring the consistency of
25 service delivery to the Participant.

26 20.5.11.7 Compile monthly service delivery reports.

27 20.5.11.8 Assist in establishing employment and
28 educational goals and provides services which assist Participants in

1 overcoming barriers.

2 20.5.11.9 Meet with community employers to develop
3 employment opportunities.

4 20.5.11.10 Maintain attendance records by documenting
5 mandatory participation hours and progress.

6 20.5.11.11 Facilitate educational and motivational
7 CalWORKs orientations.

8 20.5.11.12 Responsible for providing support services and
9 consultations to referred Participants.

10 20.5.11.13 Ensure training is conducted when appropriate
11 and implement cross training for CONTRACTOR staff development and operational
12 strength.

13 20.5.11.14 Ensure program quality and integrity.

14 20.5.11.15 Prioritize assignments, train, and develop
15 CONTRACTOR staff while implementing policies and procedures.

16 Qualifications:

17 20.5.11.16 Bachelor's Degree, preferably in a human
18 services related field or one (1) year human services related experience.

19 20.5.11.17 Experience working with the CalWORKs or WTW
20 Programs is required.

21 20.5.12 Five (5) Account Specialists:

22 Duties:

23 20.5.12.1 Develop, monitor, and compile all required
24 statistical monthly reports.

25 20.5.12.2 Measure contract performance and present
26 statistical reports to managers and supervisors.

27 20.5.12.3 Ensure statistical reporting integrity through
28 review and oversight.

1 20.5.12.4 Prepare and compile back-up documentation for
2 file and audit purposes.

3 20.5.12.5 Prepare and/or verify invoices for accuracy and
4 completeness.

5 20.5.12.6 Assist in preparing and maintaining the budgets
6 for this Agreement.

7 20.5.12.7 Implement policies and procedures to ensure
8 quality financial systems are in place.

9 20.5.12.8 Develop reporting mechanisms to track
10 expenditures.

11 20.5.12.9 Forecast expenditures used in planning
12 project-wide operations and program specific activities.

13 20.5.12.10 Communicate with Program Director and Finance
14 Manager regarding budgets, billing, and financial related matters.

15 20.5.12.11 Prepare billing for ADMINISTRATOR.

16 20.5.12.12 Assist during financial review of program
17 expenditures, and prepare responses to monitoring reports.

18 20.5.12.13 Perform additional duties as assigned.

19 Qualifications:

20 20.5.12.14 Bachelor's Degree, preferably in a related
21 field or a minimum of one (1) year experience in CalWORKs or WTW.

22 20.5.12.15 Financial and statistical analysis background
23 experience is preferred.

24 20.5.13 Six (6) Administrative Assistants:

25 Duties:

26 20.5.13.1 Receive incoming calls, faxes and referrals and
27 disseminate information to appropriate staff.

28 20.5.13.2 Provide general information regarding services

1 provided, locations, directions, and other miscellaneous information to
2 callers and walk-ins.

3 20.5.13.3 Greet Participants and on-site visitors, monitor
4 visitor access, and guide visitors to the appropriate personnel or location.

5 20.5.13.4 Perform clerical duties, assist with various
6 tasks, and record information in appropriate files.

7 20.5.13.5 Provide administrative support to program
8 supervisors.

9 Qualifications:

10 20.5.13.6 High school diploma and/or General Education
11 Diploma (GED); or six (6) months related experience in a human services field
12 or office setting.

13 20.6 ADMINISTRATOR may approve modifications to minimum qualifications
14 for any staff position set forth in this Paragraph 20 on a case-by-case basis,
15 if modification is deemed by ADMINISTRATOR to be in the best interests of
16 COUNTY.

17 21. HOURS OF OPERATION

18 21.1 CONTRACTOR shall provide service hours that are responsive to the
19 needs of the target population in the region, as determined by ADMINISTRATOR.
20 At a minimum, CONTRACTOR shall provide services during business days Monday
21 through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as
22 established by the Orange County Board of Supervisors. In addition,
23 CONTRACTOR shall address the expanded work hours of operation during the
24 evening and on weekends that may be required to provide services to
25 Participants.

26 21.2 COUNTY's holiday schedule is as follows: New Year's Day, Martin
27 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
28 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,

1 Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior,
2 written approval from ADMINISTRATOR for any closure outside of COUNTY's
3 holiday schedule. Any unauthorized closure shall be deemed a material breach
4 of this Agreement, pursuant to Paragraph 20, and shall not be reimbursed.

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EXHIBIT D

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

ARBOR E & T, LLC

DBA RESCARE WORKFORCE SERVICES

FOR THE PROVISION OF JOB SERVICES

AND EMPLOYMENT SUPPORT 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 34 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

1 programs as set forth in the California Welfare and Institutions Code, or pursuant to an order of a
2 judge of the Juvenile Court.

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

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

12 _____
13 Employee's Printed Name

14 _____
15 Employee's Signature

16 _____
17 Date

18 _____
19 Supervisor's Printed Name

20 _____
21 Supervisor's Signature

22 _____
23 Date