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

THIS AGREEMENT, entered into this 1st day of July 2014⁵, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "ADMINISTRATOR COUNTY," and ARBOR E & T, LLC, ~~a subsidiary of ResCare, Inc.~~ 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 ~~contracts~~ 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.

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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, 2014⁵, and
3 terminate on June 30, 2015⁶, unless earlier terminated pursuant to the
4 provisions of Paragraph 45 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to obligations with respect to indemnification,
7 audits, reporting and accounting. ~~CONTRACTOR and ADMINISTRATOR may mutually~~
8 ~~agree in writing to extend the term of this Agreement, for up to twelve (12)~~
9 ~~additional months upon the same terms and conditions, provided that COUNTY's~~
10 ~~maximum obligation as stated in Subparagraph 21.1 of this Agreement does not~~
11 ~~increase as a result.~~

12 2. ALTERATION OF TERMS

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

20 3. DEFINITIONS

21 3.1 Barriers to Employment: Circumstances that interfere with Welfare-
22 To-Work (WTW) participation, employment, or job search.

23 3.2 CalWORKs: California Work Opportunity and Responsibility to Kids
24 Act of 1997 as described in California WIC Section 11200 et seq.

25 3.3 CalWORKs Assistance: The CalWORKs financial assistance payment.

26 3.4 CalWORKs (Federal) Activities: WTW activities outside of the
27 CalWORKs (State) WTW 24-Month Time Clock that meet Federal work requirements
28 and must conform to Federal core and non-core hourly requirements as described

1 in WIC Sections 11322.8(b) and 11322.85(a)(3).

2 3.5 CalWORKs (State) Activities: The full range of CalWORKs WTW
3 activities during the CalWORKs (State) WTW 24-Month Time Clock with no core
4 hourly requirement.

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

10 3.7 Career Consultant: An employee of CONTRACTOR who is responsible
11 for accepting all Employment Support Services referrals, and is responsible
12 for documentation, service delivery, outcomes, action plans, and provides
13 ongoing support to all Participants, as referred by WTW Staff.

14 3.8 Cause Determination: ~~A determination of good cause that is~~
15 ~~conducted when a participant fails or refuses~~ A process conducted between the
16 Participant and the Case Manager, to determine if a noncompliant Participant
17 has good cause for failing or refusing to meet WTW program requirements.

18 3.9 Compliance Plan: A written plan developed by the Case Manager
19 during the Cause Determination interview to correct Participant non-compliance
20 with CalWORKs/WTW Program requirements.

21 3.10 Computer Information System: ADMINISTRATOR's on-line system that
22 records Participant activities, participation, progress, and payments for
23 Supportive Services.

24 3.11 COUNTY Policy: Orange County CalWORKs/WTW Policies and
25 Procedures 100 Series through 600 Series, and any other direction or
26 instructions provided in writing by ADMINISTRATOR, including, but not limited
27 to, emails and FSS Program Summaries as defined in Subparagraph 3.243 below.

28 ///

1 3.12 Domestic Abuse Services Unit (DASU): Employees of ADMINISTRATOR
2 assigned to provide domestic abuse services to Participants, ~~consisting of WTW~~
3 ~~staff and Senior Social Workers.~~

4 3.13 Earned Income Tax Credit (EITC): A tax credit available to people
5 who have earned income and meet the eligibility criteria as outlined in the
6 Department of the Treasury, Internal Revenue Service Publication 596.

7 3.14 Employment Support Services: Services provided to Participants to
8 increase the likelihood of securing employment, retaining employment, and
9 increasing income, thereby reducing assistance payments and recidivism, while
10 promoting family stability and economic self-sufficiency.

11 3.15 Job Developers: Specially trained staff at CalWORKs offices
12 employed by CONTRACTOR who network with employers and assist Participants in
13 seeking and securing employment.

14 3.16 Job Placement: Employment of WTW Participants during their
15 assignment to Job Services, as defined by COUNTY Policy.

16 3.17 Job Services: A four (4) week WTW Program that consists of open-
17 entry group workshops and active job search.

18 3.18 One-Stop Career Centers: Employment-based facilities, established
19 statewide, that integrate COUNTY and other service providers into single
20 workforce centers which provide comprehensive career services and labor market
21 information to Participants seeking jobs under various Federal and State
22 funded programs.

23 3.19 Orange County CalWORKs Plan: A list of major program goals and
24 objectives; and a description of major program elements which contribute to
25 those goals and objectives.

26 3.20 Participants: ~~Recipients of CalWORKs financial assistance~~
27 ~~benefits~~ An individual who ~~are~~is required to participate, or ~~have~~has
28 voluntarily enrolled, in the CalWORKs WTW Program pursuant to State

1 regulations.

2 3.21 Personal Empowerment Program (PEP): A ten (10) week class for
3 domestic abuse victims and their families, as well as for perpetrators of
4 domestic abuse. Classes are offered at domestic abuse shelters.

5 3.22 Post-placement Participants: Participants who are currently
6 ~~employed at least thirty-two (32) hours per week for all other assistance~~
7 ~~units or thirty five (35) hours per week for Two (2) Parent Assistance Units,~~
8 meeting required WTW participation hours through unsubsidized employment and
9 remain on aid.

10 3.23 Pre-placement Participants: ~~Those Participants who are not employed~~
11 ~~at least thirty two (32) hours per week for all other assistance units or~~
12 ~~thirty five (35) hours per week for Two (2) Parent Assistance Units.~~

13 3.24 FSS Program Summary (ies): Monthly summary of updates, reminders,
14 clarifications, and/or new information that may replace or enhance program,
15 operational and computer information systems policies, procedures and/or
16 guidelines.

17 3.25 Recipients: ~~Persons~~ An individual receiving CalWORKs financial
18 assistance.

19 3.26 Supportive Services: Payments provided to or on behalf of WTW
20 Participants for ancillary, child care, and transportation expense costs.

21 3.27 Unsubsidized Employment: Employment without government subsidy.

22 3.28 Vocational Assessment: An evaluation of employability and the need
23 for ~~Employment~~ Support Services ~~which~~ ~~considering~~ work history, employment
24 knowledge, skills, and abilities, education; educational competency level, ~~and~~
25 local labor market conditions, physical limitations, ~~and~~ ~~behavioral~~
26 conditions. Vocational Assessments are conducted through another COUNTY
27 contracted service provider.

28 ///

1 3.29 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act
2 administered in the Social Services Agency of Orange County, which requires
3 non-exempt parents or caretakers in families on CalWORKs assistance, unless
4 exempted, to meet work requirements by participating in WTW activities, with a
5 goal of unsubsidized employment leading to self-sufficiency.

6 3.30 Workforce Investment Act (WIA)/Workforce Innovation and
7 Opportunity Act (WIOA): Established under the Federal Workforce Investment Act
8 (WIA) of 1998 to provide activities designed to increase the employment,
9 retention, and earnings of Participants, and increase attainment of
10 occupational skills by Participants. Activities authorized by WIA are
11 provided at the local level via the One-Stop Centers to individuals in need of
12 those services, including job seekers, dislocated workers, youth, incumbent
13 workers, new entrants to the workforce, veterans, persons with disabilities
14 and employers. The Federal WIA of 1998 provides the framework for a national
15 workforce preparation and employment system. Title I of WIA authorizes and
16 funds a number of employment and training programs in California. Workforce
17 investment activities authorized by WIA are provided at the local level via
18 One-Stop Career Centers, to Participants in need of those services. These
19 Participants may include job seekers, dislocated workers, youth, incumbent
20 workers, new entrants to the workforce, veterans, persons with disabilities,
21 and employers. The WIA's primary purpose is to provide workforce investment
22 activities that increase the employment, retention, and earnings of
23 Participants, and increase occupational skill attainment by Participants. WIA
24 programs were reauthorized by the enactment of the Federal Workforce
25 Innovation and Opportunity Act on July 22, 2014.

26 3.31 WTW Activities: Allowable activities to which a Participant may
27 be assigned as specified in the WIC and the Orange County CalWORKs Plan.

28 3.32 Welfare-To-Work (WTW) Case Manager: An employee of ADMINISTRATOR

1 or other COUNTY contractor who provides case management services to
2 ~~ongoing program~~ Participants.

3 3.33 Welfare-To-Work (WTW) Staff: ADMINISTRATOR's staff and other
4 contracted staff with the authority to refer Participants for services as
5 defined by COUNTY Policy.

6 3.34 Work Participation: The number of hours per week a Participant is
7 required to engage in WTW activities, based on Federal and State requirements.

8 3.32 Worksite Provider: Public, non-profit and for-profit
9 businesses where Participants may perform their WTW activity. The Worksite
10 Provider may or may not be the employer of record in the subsidized employment
11 program.

12 4. STATUS OF CONTRACTOR

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

21 CONTRACTOR, its agents, employees and volunteers, shall not be entitled
22 to any rights and/or privileges of COUNTY employees, and shall not be
23 considered in any manner to be COUNTY employees.

24 5. DESCRIPTION OF SERVICES, STAFFING

25 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
26 and supplies as described in the Exhibits to the Agreement Between County of
27 Orange and ARBOR E & T, LLC, ~~a subsidiary of ResCare, Inc.~~ DBA RESCARE
28 WORKFORCE SERVICES, for the Provision of Job Services and Employment Support

1 Services, attached hereto and incorporated herein by reference: Exhibit "A"
2 relating to Job Services, Exhibit "B" relating to Employment Support Services,
3 Exhibit "C" relating to Service Conditions and Exhibit "D" relating to
4 Agreement to Comply with the County of Orange Social Services Agency
5 Information Technology Security and Usage Policy. CONTRACTOR shall operate
6 continuously throughout the term of this Agreement with the number and type of
7 staff described and as required for provision of services hereunder.

8 5.2 Subject to thirty (30) days advance notice, ADMINISTRATOR may
9 require changes in staffing allocations to reflect current workload demands or
10 service needs as long as COUNTY's maximum obligation as set forth in this
11 Agreement is not exceeded.

12 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
13 appropriate staff to attend an orientation session and subsequent training
14 sessions given by COUNTY.

15 6. LICENSES AND STANDARDS

16 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
17 required by the laws of the United States, State of California, County of
18 Orange and all other appropriate governmental agencies to perform the services
19 described in this Agreement, and agrees to maintain these licenses and permits
20 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
21 that its employees shall conduct themselves in compliance with such laws and
22 licensure requirements including, without limitation, compliance with laws
23 applicable to sexual harassment and ethical behavior.

24 6.2 In the performance of this Agreement, CONTRACTOR shall comply,
25 unless waived in whole or in part by ADMINISTRATOR, with all applicable
26 provisions of the WIC; Title 45 of the Code of Federal Regulations (CFR);
27 Federal Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87;
28 Title 48 CFR 31.2; and all applicable laws and regulations of the United

1 States, State of California, County of Orange Social Services Agency and all
2 administrative regulations, rules and policies adopted thereunder as each and
3 all may now exist or be hereafter amended.

4 6.3 For federally funded Agreements in the amount of \$25,000.00 or
5 more, CONTRACTOR certifies that its officers and/or principles are not
6 debarred or suspended from federal financial assistance programs and/or
7 activities.

8 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

9 7.1 Delegation and Assignment:

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

19 7.2 Subcontracts:

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

27 7.2.1 Subcontracts of \$25,000.00 or less:

28 CONTRACTOR shall develop a standard form Purchase Order,

1 subject to prior written approval of ADMINISTRATOR, to be utilized for the
2 purchase of services by CONTRACTOR when the cumulative total cost of the
3 services to be provided by any organization is anticipated to be twenty-five
4 thousand dollars (\$25,000.00) or less during the term of this Agreement. The
5 basis for costs incurred by any such Purchase Order(s) shall be the actual
6 cost of providing services or the usual and customary charges established by
7 the organization(s) providing the services.

8 7.2.2 Subcontracts in excess of \$25,000.00:

9 CONTRACTOR shall develop and submit for approval to
10 ADMINISTRATOR a system for the procurement of subcontracts with any
11 organization in which the total cumulative cost of services provided by any
12 single organization is anticipated to exceed twenty-five thousand dollars
13 (\$25,000.00) during the term of this Agreement. CONTRACTOR's proposed
14 procurement system shall take into consideration such factors as: degree of
15 price competition; pricing policies and techniques; experience and quality of
16 service; methods of evaluating subcontractor responsibility; relationship of
17 subcontractor to CONTRACTOR; planning, award, and post award management of
18 subcontracts, including internal audit procedures and monitoring of
19 subcontractor's performance until completion of services.

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

28 CONTRACTOR and its subcontractor(s) shall establish and

1 maintain accurate and complete financial records related to services provided
2 under the terms of this Agreement. Such records may be subject to the
3 satisfaction of ADMINISTRATOR, and to the examination and audit by
4 ADMINISTRATOR or designee, for a period of five (5) years after the date of
5 final payment under this Agreement, or until any pending audit is completed.

6 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

7 8.1 Form of Business Organization:

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

12 8.1.1 The form of CONTRACTOR's business organization, e.g.,
13 proprietorship, partnership, corporation, etc.

14 8.1.2 A detailed statement indicating the relationship of
15 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
16 individual.

17 8.1.3 A detailed statement indicating the relationship of
18 CONTRACTOR to any subsidiary business organization or to any individual who
19 may be providing services, supplies, material or equipment to CONTRACTOR or in
20 any manner does business with CONTRACTOR under this Agreement.

21 8.2 Change in Form of Business Organization:

22 If during the term of this Agreement the form of CONTRACTOR's
23 business organization changes, or the ownership of CONTRACTOR changes, or
24 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
25 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
26 writing, detailing such changes. A change in the form of business
27 organization may, at ADMINISTRATOR's sole discretion, be treated as an
28 attempted assignment of rights or delegation of duties of this Agreement.

1 8.3 Real Property Disclosure:

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

7 8.3.1 The location by street address and city of any such real
8 property.

9 8.3.2 The fair market value of any such real property as such
10 value is reflected on the most recently issued County Tax Collector's tax
11 bill.

12 8.3.3 A detailed description of all existing and pending
13 agreements, with respect to the use or occupation of any such real property.
14 Such description shall include, but not be limited to:

15 8.3.3.1 The term duration of any rental, lease or
16 license agreement;

17 8.3.3.2 The amount of monetary consideration to be paid
18 to the lessor or licensor over the term of the rental, lease or license
19 agreement;

20 8.3.3.3 The type and dollar value of any other
21 consideration to be paid to the lessor or licensor; and

22 8.3.3.4 The full names and addresses of all parties to
23 any agreement concerning the real property and a listing of liens (if any)
24 thereof, together with a listing by full names and addresses of all officers,
25 directors and stockholders of any private corporation and a similar listing of
26 all general and limited partners of any partnership which is a party.

27 8.3.4 A listing by full names of all of CONTRACTOR's officers,
28 directors and/or partners, members of its administrative and advisory boards,

1 staff and consultants, who have any family relationship by marriage or blood
2 with a party to any agreement concerning real property referred to in
3 Subparagraph 8.3.3, immediately above, or who have any present or future
4 financial interest in such person's business, whether the entity concerned is
5 a corporation or partnership. Such listing shall also include the full names
6 of all of CONTRACTOR's officers, directors, partners and those holding a
7 financial interest. Included are members of its advisory boards, members of
8 its staff and consultants, who have any family relationship by marriage or
9 blood, to an officer, director, or stockholder of the corporation or to any
10 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
11 also indicate the names of the officers, directors, stockholders, or
12 partner(s), as appropriate, and the family relationship which exists between
13 such person(s) and CONTRACTOR's representatives listed.

14 8.3.5 True and correct copies of all agreements with respect to
15 any such real property shall be appended to the affidavit described above and
16 made a part thereof. If, during the term of this Agreement, there is a change
17 in the agreement(s) with respect to real property where persons receive
18 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
19 describing such changes.

20 9. USE OF COUNTY PROPERTY

21 9.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
22 space, office furniture, and office equipment located in any and all offices
23 and COUNTY facilities at which CONTRACTOR shall be collocated with COUNTY
24 staff pursuant to this Agreement, as is more particularly set forth in that
25 certain real estate agreement described in Subparagraph 9.2, below. As stated
26 in the lease or license agreement, said office space, office furniture, and
27 equipment shall be used solely by employees of CONTRACTOR while performing
28 their assigned duties pursuant to this Agreement.

1 9.2 CONTRACTOR shall enter into a rent-free lease or license agreement
2 with ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall execute
3 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
4 of said document to CONTRACTOR. Failure to execute the lease or license
5 agreement will result in a breach of this Agreement.

6 10. NON-DISCRIMINATION

7 10.1 In the performance of this Agreement, CONTRACTOR agrees that it
8 shall not engage nor employ any unlawful discriminatory practices in the
9 admission of Participants, provision of services or benefits, assignment of
10 accommodations, treatment, evaluation, employment of personnel or in any other
11 respect on the basis of sex, race, color, ethnicity, national origin,
12 ancestry, religion, age, marital status, medical condition, sexual
13 orientation, sexual preference, gender identity or expression, physical or
14 mental disability or any other protected group in accordance with the
15 requirements of all applicable Federal or State laws.

16 10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
17 meets the lawful and applicable requirements of the Department of Health and
18 Human Services.

19 10.3 CONTRACTOR shall furnish any and all information requested by
20 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
21 books, records and accounts in order to ascertain CONTRACTOR's compliance with
22 Paragraph 10 et seq.

23 10.4 CONTRACTOR shall comply with Executive Order 11246, entitled
24 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
25 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

26 10.5 Non-Discrimination in Employment

27 10.5.1 All solicitations or advertisements for employees
28 placed by or on behalf of CONTRACTOR shall state that all qualified applicants

1 will receive consideration for employment without regard to sex, race, color,
2 ethnicity, national origin, ancestry, religion, age, marital status, medical
3 condition, sexual orientation, sexual preference, physical or mental
4 disability or any other protected group in accordance with the requirements of
5 all applicable Federal or State laws. Notices describing the provisions of the
6 equal opportunity clause shall be posted in a conspicuous place for employees
7 and job applicants.

8 10.5.2 CONTRACTOR shall refer any and all employees desirous
9 of filing a formal discrimination complaint to:

10 California Department of Social Services

11 Public Inquiry and Response Bureau

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

13 Sacramento, California 94244-2430

14 Telephone: 1-800-952-5253

15 1-800-952-8349 (For the hard of hearing)

16 10.6 Non-Discrimination in Service Delivery

17 10.6.1 CONTRACTOR shall comply with Title VI and VII of the
18 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
19 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
20 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
21 the Americans with Disabilities Act of 1990; California Civil Code Section 51
22 et seq., as amended; California Government Code Sections (CGC) 11135-11139.5,
23 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
24 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
25 CCR Section 3105A(e); the Dymally-Allatorre Bilingual Services Act (CGC
26 Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic
27 Adoption Act of 1996; and other applicable Federal and State laws, as well as
28 their implementing regulations (including Title 45 Code of Federal Regulations

1 (CFR) Parts 80, 84, and 91, Title 7 CFR Part 15, and Title 28 CFR Part 42),
 2 and any other law pertaining to Equal Employment Opportunity, Affirmative
 3 Action and Nondiscrimination as each may now exist or be hereafter amended.
 4 CONTRACTOR shall not implement any administrative methods or procedures which
 5 would have a discriminatory effect or which would violate the California
 6 Department of Social Services (CDSS) Manual of Policies and Procedures (MPP)
 7 Division 21, Chapter 21-100. If there are any violations of this Paragraph,
 8 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
 9 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
 10 other laws, or the issue may be referred to the appropriate Federal agency for
 11 further compliance action and enforcement of Subparagraph 10.6 et seq.

12 10.6.2 CONTRACTOR shall provide any and all Participants
 13 desirous of filing a formal complaint any and all information as appropriate:

14 10.6.2.1 Pamphlet: "Your Rights Under California Welfare
 15 Programs" (PUB 13)

16 10.6.2.2 Discrimination Complaint Form

17 10.6.2.3 Civil Rights Contacts:

18 County Civil Rights Contact:

19 Orange County Social Services Agency

20 Program Integrity

21 Attn: Civil Rights Coordinator

22 P.O. Box 22001

23 Santa Ana, CA 92702-2001

24 Telephone: (714) 438-8877

25 State Civil Rights Contact:

26 California Department of Social Services

27 Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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
~~888 N. Main Street~~500 N. State College Blvd.
~~Santa Ana, CA 92701~~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.

1 12. NOTICE OF DELAYS

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

7 13. INDEMNIFICATION

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

21 14. INSURANCE

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

1 14.2 CONTRACTOR shall ensure that all subcontractors performing work on
2 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
3 to the same terms and conditions as set forth herein for CONTRACTOR.

4 14.3 All self-insured retentions (SIRs) and deductibles shall be
5 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
6 apply, indicate this on the Certificate of Insurance with a "0" by the
7 appropriate line of coverage. Any self-insured retention (SIR) or deductible
8 in an amount in excess of \$25,000.00 (\$5,000.00 for automobile liability),
9 shall specifically be approved by the County Executive Office (CEO)/Office of
10 Risk Management.

11 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
12 the full term of this Agreement, COUNTY may terminate this Agreement.

13 14.5 Qualified Insurer

14 14.5.1 Minimum insurance company ratings as determined by the
15 most current edition of the Best's Key Rating Guide/Property-Casualty/United
16 States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII
17 (Financial Size Category).

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

26 14.6 The policy or policies of insurance maintained by CONTRACTOR shall
27 provide the minimum limits and coverage as set forth below:

28 ///

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

14.7 Required Coverage Forms

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

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

14.8 Required Endorsements

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

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

14.8.1.2 A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-

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

3 14.9 All insurance policies required by this Agreement shall waive all
4 rights of subrogation against the County of Orange ~~and members of the Board of~~
5 ~~Supervisors~~, its elected and appointed officials, officers, agents and
6 employees when acting within the scope of their appointment or employment.

7 14.10 The Workers' Compensation policy shall contain a waiver of
8 subrogation endorsement waiving all rights of subrogation against the County
9 of Orange, ~~and members of the Board of Supervisors~~, its elected and appointed
10 officials, officers, agents and employees.

11 14.11 All insurance policies required by this Agreement shall give the
12 County of Orange thirty (30) days' notice in the event of cancellation and ten
13 (10) days for non-payment of premium. This shall be evidenced by policy
14 provisions or an endorsement separate from the Certificate of Insurance.

15 14.12 If CONTRACTOR's Professional Liability policy is a "claims made"
16 policy, CONTRACTOR shall agree to maintain professional liability coverage for
17 two (2) years following completion of this Agreement.

18 14.13 The Commercial General Liability policy shall contain a
19 severability of interests clause also known as a "separation of insureds"
20 clause (standard in the ISO CG 00 01 policy)

21 14.14 Insurance certificates should be mailed to COUNTY at the address
22 indicated in Paragraph 11 of this Agreement.

23 14.15 If CONTRACTOR fails to provide the insurance certificates and
24 endorsements within seven (7) days of notification by CEO/County Procurement
25 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

26 14.16 COUNTY expressly retains the right to require CONTRACTOR to
27 increase or decrease insurance of any of the above insurance types throughout
28 the term of this Agreement. Any increase or decrease in insurance will be as

1 deemed by County of Orange Risk Manager as appropriate to adequately protect
2 COUNTY.

3 14.17 COUNTY shall notify CONTRACTOR in writing of changes in the
4 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
5 certificates of insurance and endorsements with COUNTY incorporating such
6 changes within thirty (30) days of receipt of such notice, this Agreement may
7 be in breach without further notice to CONTRACTOR, and COUNTY shall be
8 entitled to all legal remedies.

9 14.18 The procuring of such required policy or policies of insurance
10 shall not be construed to limit CONTRACTOR's liability hereunder nor to
11 fulfill the indemnification provisions and requirements of this Agreement, nor
12 act in any way to reduce the policy coverage and limits available from the
13 insurer.

14 15. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

15 CONTRACTOR shall report to COUNTY:

16 15.1 Any accident or incident relating to services performed under this
17 Agreement which involves injury or property damage which may result in the
18 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
19 shall be made in writing within twenty-four (24) hours of occurrence.

20 15.2 Any third party claim or lawsuit filed against CONTRACTOR arising
21 from or related to services performed by CONTRACTOR under this Agreement.
22 Such report shall be submitted to COUNTY within twenty-four (24) hours of
23 occurrence.

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

27 15.4 Any loss, disappearance, destruction, misuse, or theft of any kind
28 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR

1 under the term of this Agreement. Such report shall be submitted to COUNTY
2 within twenty-four (24) hours of occurrence.

3 16. CONFLICT OF INTEREST

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

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

14 17. ANTI-PROSELYTISM PROVISION

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

19 18. SUPPLANTING GOVERNMENT FUNDS

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

1 19. EQUIPMENT

2 19.1 All items purchased with funds provided under this Agreement, or
3 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
4 at least five thousand dollars (\$5,000.00), including sales tax, shall be
5 considered Capital Equipment. Title to all items of Capital Equipment
6 purchased vests and will remain in COUNTY as such shall be designated by
7 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
8 performance of this Agreement. Upon the termination of this Agreement,
9 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
10 or its representatives, or dispose of them in accordance with the directions
11 of ADMINISTRATOR.

12 CONTRACTOR further agrees to the following:

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

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

20 19.1.3 To report in writing to ADMINISTRATOR immediately
21 after discovery, the loss or theft of any items of Capital Equipment. For
22 stolen items, the local law enforcement agency must be contacted and a copy of
23 the police report submitted to ADMINISTRATOR.

24 19.1.4 To purchase a policy or policies of insurance covering
25 loss or damage to any and all Capital Equipment purchased under this
26 Agreement, in the amount of the full replacement value thereof, providing
27 protection against the classification of fire, extended coverage, vandalism,
28 malicious mischief and special extended perils (all risks) covering the

1 parties' interests as they appear.

2 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be
3 requested in writing, shall require the prior written approval of
4 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
5 appropriate and directly related to CONTRACTOR's service or activity under the
6 terms of this Agreement. COUNTY may refuse reimbursement for any costs
7 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
8 if prior written approval has not been obtained from ADMINISTRATOR.

9 19.3 Personal Computer Equipment:

10 No personal computers and/or personal electronic devices, such as
11 tablets and laptop computers, or any component thereof may be purchased with
12 funds provided under this Agreement, regardless of purchase price, without
13 prior written approval of ADMINISTRATOR. Any such purchase thereof purchased
14 shall be in accordance with specifications provided by ADMINISTRATOR, be
15 subject to the same inventory control conditions specified in Subparagraphs
16 19.1.1 to 19.1.4 and, at the sole discretion of ADMINISTRATOR, become the
17 property of COUNTY upon termination of this Agreement.

18 19.4 Use of COUNTY Personal Computer Equipment:

19 19.4.1 COUNTY intends to permit CONTRACTOR the use of
20 computer equipment provided by ADMINISTRATOR. Said computer equipment shall
21 be used solely by employees of CONTRACTOR while performing their assigned
22 duties pursuant to this Agreement and shall remain the property of COUNTY.
23 ~~Upon request, CONTRACTOR shall enter into a separate computer usage agreement~~
24 ~~with ADMINISTRATOR, attached hereto as Exhibit D, regarding information~~
25 ~~security and use of computer equipment provided by ADMINISTRATOR, and will~~
26 ~~execute all terms and conditions of said agreement upon ADMINISTRATOR's~~
27 ~~presentation of said document to CONTRACTOR. Upon execution, the terms of the~~
28 ~~computer usage agreement shall be incorporated into this Agreement. CONTRACTOR~~

1 ~~shall be required to complete information security and computer usage training~~
2 ~~provided by ADMINISTRATOR.~~ CONTRACTOR shall be required to ensure that each
3 of its employees that has access to COUNTY facilities and/or data contained in
4 ADMINISTRATOR's Computer Information System completes information security and
5 computer usage training provided by ADMINISTRATOR, signs and adheres to
6 ~~ADMINISTRATOR's information technology usage policy~~ to the provisions in
7 Exhibit D to this Agreement, and signs and adheres to ~~the required~~
8 ~~confidentiality agreements from ADMINISTRATOR~~ included in Administrative
9 ~~Information Technology Usage Policy~~ any subsequent agreements required by
10 Federal, State or other organizations. CONTRACTOR's failure to have all
11 CONTRACTOR employees that have access to COUNTY's facilities and/or data
12 execute the agreement and/or complete training shall constitute ~~result in~~ a
13 breach of this Agreement.

14 20. BREACH SANCTIONS

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

20 20.1 Afford CONTRACTOR a time period within which to cure the breach,
21 which period shall be established by ADMINISTRATOR; and/or

22 20.2 Discontinue reimbursement to CONTRACTOR for and during the period
23 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
24 later recovery; and/or

25 20.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
26 COUNTY those monies disallowed pursuant to Subparagraph 20.2, above.

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

21. PAYMENTS

21.1 Maximum Contractual Obligation:

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

21.2 Allowable Costs:

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

21.3 CONTRACTOR's Fees:

In addition to reimbursement for actual allowable costs pursuant to Subparagraph 21.2, CONTRACTOR shall be paid \$156,787,159,624.25 monthly in arrears, for each month or any portion thereof that this Agreement is in effect for a total aggregate of \$1,881,446,915,491.00. It is mutually understood that the fees specified in this Subparagraph shall fully compensate CONTRACTOR for general and administrative and/or overhead costs, and/or any other indirect costs incurred as a result of performance of this Agreement, and that any such costs in excess of this amount shall not be allowed, paid or reimbursed. not specified in Paragraph 19 of Exhibit C to this Agreement at the time this Agreement is entered into shall not be reimbursed under this Agreement. CONTRACTOR's Fees are part of and not in addition to the maximum obligation of COUNTY as stated in Subparagraph 21.1 above.

1 ///

2 21.4 Claims:

3 21.4.1 CONTRACTOR shall submit monthly claims to be received
4 by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month
5 for expenses incurred in the preceding month. In the event the twentieth
6 (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall
7 submit the claim the next business day. COUNTY holidays include New Year's
8 Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day,
9 Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,
10 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

11 21.4.2 All claims must be submitted on a form approved by
12 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
13 source documents with the monthly claims, including, inter alia, a monthly
14 statement of services, general ledgers, supporting journals, time sheets,
15 invoices, canceled checks, receipts, and receiving records, some of which may
16 be required to be copied. Source documents that CONTRACTOR must submit shall
17 be determined by ADMINISTRATOR and/or County's Auditor-Controller. CONTRACTOR
18 shall retain all financial records in accordance with Paragraph 28 (Records,
19 Inspections, and Audits) of this Agreement.

20 21.4.3 Payments should be released by COUNTY within a
21 reasonable time period of approximately thirty (30) days after receipt of a
22 correctly completed claim form and required supporting documentation.

23 21.4.4 Final Claim/Settlement:

24 21.4.4.1 Final claims for the term of July 1, 2014⁴⁵
25 through June 30, 2015⁵⁶, must be received no later than August 30, 2015⁵⁶ at
26 5:00 p.m.

27 21.4.4.2 Claims received after the date specified in
28 Subparagraph 21.4.4.1 may not be reimbursed. ADMINISTRATOR may, in its sole

1 discretion, modify the date upon which the final claim must be received, upon
2 notice to CONTRACTOR.

3 21.4.5 The basis for final settlement shall be the actual
4 allowable costs pursuant to Subpart 31.2 of Title 48 of the Code of Federal
5 Regulations, commencing with Section 31.201, ~~as defined in Title 48 CFR~~
6 ~~Section 31.2~~, incurred and paid by CONTRACTOR pursuant to the budget in
7 Subparagraph 21.2 of Exhibit C of this Agreement; limited, however, to the
8 maximum obligation of COUNTY. In the event that any overpayment has been
9 made, COUNTY may offset the amount of the overpayment against the final
10 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
11 pay COUNTY all such sums within five (5) days of notice from COUNTY. Nothing
12 herein shall be construed as limiting the remedies of COUNTY in the event an
13 overpayment has been made.

14 21.4.6 Seventy-Five Percent Expenditure Notification:

15 CONTRACTOR shall maintain a system of record keeping that
16 will allow CONTRACTOR to determine when it has incurred seventy-five percent
17 (75%) of the total contract authorizations under this Agreement.

18 Upon occurrence of this event, CONTRACTOR shall send
19 written notification to ADMINISTRATOR.

20 21.4.7 Financial Penalties for Underperformance

21 21.4.7.1 CONTRACTOR shall be assessed financial penalties
22 for each quarterly period of underperformance per Subparagraph 21.4.7.2, with
23 respect to Placement Rates and Average Starting Wage.

24 21.4.7.2 Quarterly periods are defined as: July 1
25 through September 30; October 1 through December 31; January 1 through March
26 31; and April 1 through June 30. The financial penalties will be assessed for
27 each quarterly period in which the average is less than the percentage
28 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 the any quarter of underperformance will shall be equal to thecalculated by taking the applicable percentage, specified in the from Tables 1 and 2, below of \$2,946,678.00 (one quarter of the maximum obligation amount specified in Subparagraph 21.1). the quarterly maximum obligation amount; 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 prevailing California minimum wage	Four percent (4%)
Less than ten percent (10%) above prevailing California minimum wage	Eight percent (8%)

22. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, or as established by COUNTY procedure. Any

1 overpayments made by COUNTY which result from a payment by any other funding
2 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the
3 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
4 thirty (30) days after the date of the final audit findings report, and prior
5 to any administrative appeal process. In the event an overpayment owing by
6 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
7 shall reimburse COUNTY within thirty (30) days thereafter, and prior to any
8 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
9 COUNTY necessary to enforce the provisions set forth in this paragraph.

10 23. OUTSTANDING DEBT

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

14 24. REVENUE

15 Whenever CONTRACTOR receives any money specifically designated for use
16 in programs funded through this Agreement, such monies shall be considered to
17 be a cost off-set and treated as a reduction against the amount claimed by
18 CONTRACTOR, except for Program Income as defined in Title 45 CFR, Section
19 92.25 as that section currently exists or may be hereafter amended. The
20 procedure for designating money as Program Income is set forth in Paragraph 25
21 of this Agreement.

22 25. PROGRAM INCOME

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

28 25.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed

1 Program Income;

2 25.2 Set up and maintain a separate bank account for any proposed
3 Program Income and account for any and all such income received; and

4 25.3 Report to ADMINISTRATOR any and all Program Income received no
5 later than thirty (30) days from the date of receipt; record the amount
6 received on internal financial records; and indicate the amount received on
7 the monthly claim submitted to ADMINISTRATOR.

8 25.4 ADMINISTRATOR will then forward the plan for the requested use of
9 the proposed Program Income to the appropriate State and/or Federal agencies
10 for approval.

11 25.5 CONTRACTOR shall not spend any of the proposed Program Income
12 unless or until such time as ADMINISTRATOR obtains authorization for the use
13 of the Program Income from the responsible State and/or Federal agency and
14 provides CONTRACTOR with prior written approval for the use of the funds.

15 25.6 ADMINISTRATOR may issue future policy statements and/or
16 instructions with respect to Program Income. CONTRACTOR shall immediately
17 comply with such policy statements and/or instructions.

18 26. FINAL REPORT

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

24 27. INDEPENDENT AUDIT

25 27.1 CONTRACTOR shall employ a licensed certified public accountant who
26 shall prepare and file with ADMINISTRATOR, a compliance audit in accordance
27 with CDSS MPP Section 23-640.2. The audit must be performed in accordance
28 with generally accepted government auditing standards. CONTRACTOR shall

1 cooperate with COUNTY, State and/or Federal agencies to ensure that corrective
2 action is taken within six (6) months after issuance of all audit reports with
3 regard to audit exceptions.

4 27.2 It is mutually understood that CONTRACTOR's review periods cover
5 fiscal years beginning January 1 through December 31. CONTRACTOR shall
6 provide ADMINISTRATOR its organization-wide audits within fourteen calendar
7 (14) days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this
8 Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under
9 this or any other subsequent Agreement with CONTRACTOR until such time as the
10 required audits are provided to ADMINISTRATOR. ADMINISTRATOR may modify the
11 date upon which the independent audits must be received, upon notice to
12 CONTRACTOR.

13 28. RECORDS, INSPECTIONS AND AUDITS

14 28.1 Financial Records:

15 28.1.1 CONTRACTOR shall prepare and maintain accurate and
16 complete financial records. Financial records shall be retained, by
17 CONTRACTOR, for a minimum of five (5) years from the date of final payment
18 under this Agreement or until all pending ADMINISTRATOR, State and Federal
19 audits are completed, whichever is later.

20 28.1.2 CONTRACTOR shall establish and maintain reasonable
21 accounting, internal control and financial reporting standards in conformity
22 with generally accepted accounting principles established by the American
23 Institute of Certified Public Accountants and to the satisfaction of
24 ADMINISTRATOR.

25 28.2 Participant Records:

26 28.2.1 CONTRACTOR shall prepare and maintain accurate and
27 complete records of Participants, and dates and type of services provided
28 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

1 28.2.2 All Participant records related to services provided
2 under the terms of this Agreement shall be retained by CONTRACTOR for a
3 minimum of five (5) years from the date of final payment under this Agreement
4 or until all pending COUNTY, State and Federal audits are completed, whichever
5 is later. Notwithstanding anything to the contrary, upon termination of this
6 Agreement, CONTRACTOR shall relinquish control with respect to Participant
7 records to COUNTY in accordance with Subparagraph 45.2.

8 28.2.3 COUNTY may refuse payment for a claim if Participant
9 records are determined by COUNTY to be incomplete or inaccurate. In the event
10 Participant records are determined to be incomplete or inaccurate after
11 payment has been made, COUNTY may treat such payment as an overpayment within
12 the provisions of this Agreement.

13 28.3 Public Records:

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

19 28.4 Inspections and Audits:

20 28.4.1 The Department of Health and Human Services,
21 Comptroller General of the United States, Director of the California
22 Department of Social Services, State Auditor-General, ADMINISTRATOR, COUNTY'S
23 Auditor-Controller and Internal Audit Department, or any of their authorized
24 representatives, shall have access to any books, documents, papers and
25 records, including medical records, of CONTRACTOR which any of them may
26 determine to be pertinent to this Agreement for the purpose of financial
27 monitoring. Further, all the above mentioned persons have the right at all
28 reasonable times to inspect or otherwise evaluate the work performed or being

1 performed under this Agreement and the premises in which it is being
2 performed.

3 28.4.2 CONTRACTOR shall make available its books and
4 financial records available within the borders of Orange County within ten
5 (10) days after of receipt of written demand by ADMINISTRATOR.

6 28.4.3 In the event CONTRACTOR does not make available its
7 books and financial records within the borders of Orange County, CONTRACTOR
8 agrees to pay all necessary and reasonable expenses incurred by COUNTY, or
9 COUNTY's designee, necessary to obtain CONTRACTOR's books and financial
10 records.

11 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
12 liability to the State or Federal government or any agency thereof resulting
13 from any disallowances or other audit exceptions to the extent that such
14 liability is attributable to CONTRACTOR's failure to perform under this
15 Agreement.

16 28.5 Evaluation Studies:

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

20 29. PERSONNEL DISCLOSURE

21 29.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
22 all personnel providing services hereunder, including resumes and job
23 applications. Changes to the list will be immediately provided to
24 ADMINISTRATOR in writing, along with a copy of a resume and/or job
25 application. The list shall include:

26 29.1.1 Names of all full or part-time personnel by title,
27 including volunteer personnel, whose direct services are required to provide
28 the programs described herein;

1 29.1.2 A brief description of the functions of each position
2 and the hours each person works each week, or for part-time personnel each day
3 or month, as appropriate;

4 29.1.3 The professional degree, if applicable, and experience
5 required for each position; and

6 29.1.4 The language skill, if applicable, for all personnel.

7 29.2 CONTRACTOR's employment applications shall require applicants to
8 provide detailed information regarding the conviction of a crime by any court,
9 for offenses other than minor traffic offenses. Information not disclosed in
10 the employment application discovered subsequent to the hiring or promotion of
11 any applicant shall be cause for termination of that employee from the
12 performance of service under this Agreement. Candidates and/or volunteers
13 will satisfy background checks consistent with and compatible with those
14 required for COUNTY employees and other representatives working in WTW
15 Programs.

16 29.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
17 ADMINISTRATOR COUNTY, criminal record background checks on all employees and/or
18 volunteers who will provide services under this Agreement. Candidates and/or
19 volunteers will satisfy background checks consistent and comparable with those
20 required for COUNTY employees and other representatives working in WTW
21 Programs.

22 29.4 CONTRACTOR warrants that all persons employed or otherwise
23 assigned by CONTRACTOR to provide services under this Agreement have
24 satisfactory past work records and/or reference checks indicating their
25 ability to perform the required duties and accept the kind of responsibility
26 anticipated under this Agreement. CONTRACTOR shall maintain records of
27 background investigations and reference checks undertaken and coordinated by
28 CONTRACTOR for each employee and/or volunteer assigned to provide services

1 under this Agreement for a minimum of five (5) years from the date of final
2 payment under this Agreement or until all pending County, State and Federal
3 audits are completed, whichever is later, in compliance with all applicable
4 laws.

5 29.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
6 arrest and/or subsequent conviction, for offenses other than minor traffic
7 offenses, of any paid employee and/or volunteer staff performing services
8 under this Agreement, when such information becomes known to CONTRACTOR.
9 ADMINISTRATOR may determine whether such employee and/or volunteer may
10 continue to provide services under this Agreement and shall provide notice of
11 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
12 with ADMINISTRATOR's decision shall be deemed a material breach of this
13 Agreement, pursuant to Paragraph 20, above.

14 29.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
15 staff performing work hereunder and any proposed changes in CONTRACTOR's
16 staff.

17 29.7 COUNTY shall have the right to require CONTRACTOR to remove any
18 employee from the performance of services under this Agreement. At the
19 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

20 29.8 CONTRACTOR shall notify the COUNTY immediately when staff is
21 terminated for cause from working on this Agreement.

22 29.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
23 Paragraph 29, shall not relieve CONTRACTOR of its obligation to complete all
24 work in accordance with the term and conditions of this Agreement.

25 30. EMPLOYMENT ELIGIBILITY VERIFICATION

26 As applicable, CONTRACTOR warrants that it fully complies with all
27 Federal and State statutes and regulations regarding the employment of aliens
28 and others and that all its employees performing work under this Agreement

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

15 31. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

- 19 (a) in the case of an individual contractor, his/her name, date of
20 birth, Social Security number, and residence address;
- 21 (b) in the case of a contractor doing business in a form other than as
22 an individual, the name, date of birth, Social Security number,
23 and residence address of each individual who owns an interest of
24 ten (10) percent or more in the contracting entity;
- 25 (c) a certification that CONTRACTOR has fully complied with all
26 applicable Federal and State reporting requirements regarding its
27 employees; and
- 28 (d) a certification that CONTRACTOR has fully complied with all

1 lawfully served Wage and Earnings Assignment Orders and Notices of
2 Assignment, and will continue to so comply.

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

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

13 32. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

14 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
15 ensure that all employees, volunteers, consultants, or agents performing
16 services under this Agreement report child abuse or neglect to one of the
17 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
18 abuse as defined in Section 15610.07 of the WIC to one of the agencies
19 specified in WIC Section 15630. CONTRACTOR shall require such employee,
20 volunteer, consultant or agent to sign a statement acknowledging the child
21 abuse reporting requirements as set forth in Sections 11166 and 11166.05 of
22 the Penal Code and the dependent adult and elder abuse reporting requirements
23 as set forth in Section 15630 of the WIC and will comply with the provisions
24 of these code sections as they now exists or as they may hereafter be amended.

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

26 CONTRACTOR shall notify and provide to its employees, a fact sheet
27 regarding the Safely Surrendered Baby Law, its implementation in Orange
28 County, and where and how to safely surrender a baby. The fact sheet is

1 available on the Internet at www.babysafe.ca.gov for printing purposes. The
2 information shall be posted in all reception areas where Participants are
3 served.

4 34. CONFIDENTIALITY

5 34.1 CONTRACTOR agrees to maintain the confidentiality of its records
6 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
7 and all other provisions of law, and regulations promulgated thereunder
8 relating to privacy and confidentiality, as each may now exist or be hereafter
9 amended.

10 34.2 All records and information concerning any and all persons
11 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
12 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
13 volunteers. CONTRACTOR shall require all of its employees, agents,
14 subcontractors and volunteer staff who may provide services for CONTRACTOR
15 under this Agreement to sign an agreement with CONTRACTOR before commencing
16 the provision of any such services, to maintain the confidentiality of any and
17 all materials and information with which they may come into contact, or the
18 identities or any identifying characteristics or information with respect to
19 any and all Participants referred to CONTRACTOR by COUNTY, except as may be
20 required to provide services under this Agreement or to those specified in
21 this Agreement as having the capacity to audit CONTRACTOR, and as to the
22 latter, only during such audit. CONTRACTOR shall comply with any audits
23 specified in Paragraph 28, provide reports and any other information required
24 by COUNTY in the administration of this Agreement, and as otherwise permitted
25 by law.

26 34.3 CONTRACTOR shall inform all of its employees, agents,
27 subcontractors, volunteers and partners of this provision and that any person
28 ~~knowingly and intentionally~~ violating the provisions of said State law may be

1 guilty of a crime.

2 34.4 CONTRACTOR agrees that any and all subcontracts entered into shall
3 be subject to the confidentiality requirements of this Agreement.

4 35. COPYRIGHT ACCESS

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

9 36. WAIVER

10 No delay or omission by either party hereto to exercise any right or
11 power accruing upon any noncompliance or default by the other party with
12 respect to any of the terms of this Agreement shall impair any such right or
13 power or be construed to be a waiver thereof. A waiver by either of the
14 parties hereto of any of the covenants, conditions, or agreements to be
15 performed by the other shall not be construed to be a waiver of any succeeding
16 breach thereof or of any other covenant, condition or agreement herein
17 contained.

18 37. PETTY CASH

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

21 38. PUBLICITY

22 38.1 Information and solicitations, prepared and released by
23 CONTRACTOR, concerning the services provided under this Agreement, shall state
24 that the program, wholly or in part, is funded through County, State and
25 Federal government funds.

26 38.2 CONTRACTOR shall not disclose any details in connection with this
27 Agreement to any person or entity except as may be otherwise provided
28 hereunder or required by law. However, in recognizing CONTRACTOR's need to

1 identify its services and related Participants to sustain itself, COUNTY shall
2 not inhibit CONTRACTOR from publishing its role under this Agreement within
3 the following conditions:

4 38.2.1 CONTRACTOR shall develop all publicity material in a
5 professional manner; and

6 38.2.2 During the term of this Agreement, CONTRACTOR shall
7 not, and shall not authorize another to, publish or disseminate any commercial
8 advertisements, press releases, feature articles, or other materials using the
9 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
10 unreasonably withhold written consent.

11 39. COUNTY RESPONSIBILITIES

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

14 40. REPORTS

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

18 CONTRACTOR shall maintain records and submit reports containing such
19 data and information regarding the performance of CONTRACTOR's services, costs
20 or other data relating to this Agreement as may be requested by ADMINISTRATOR,
21 upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the
22 provisions of this Paragraph upon written notice to CONTRACTOR.

23 41. ENERGY EFFICIENCY STANDARDS

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

27 42. ENVIRONMENTAL PROTECTION STANDARDS

28 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act

1 [Title 42 USC 1857(h)], Section 508 of the Clean Water Act (Title 33 USC
2 1368), Executive Order 11738 and Environmental Protection Agency, hereinafter
3 referred to as "EPA," regulations (Title 40 CFR, Part 15) as any may now exist
4 or be hereafter amended. Under these laws and regulations, CONTRACTOR assures
5 that:

6 42.1 No facility to be utilized in the performance of the proposed
7 grant has been listed on the EPA List of Violating Facilities;

8 42.2 It will notify COUNTY prior to award, of the receipt of any
9 communication from the Director, Office of Federal Activities, U.S. EPA,
10 indicating that a facility to be utilized for the grant is under consideration
11 to be listed on the EPA List of Violating Facilities; and

12 42.3 It will notify COUNTY and the EPA about any known violation of the
13 above laws and regulations.

14 43. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
15 CERTAIN FEDERAL TRANSACTIONS

16 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
17 pursuant to Title 31 USC 1352 and the guidelines with respect to those
18 provisions set down by the Federal OMB and published in the Federal Register
19 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these
20 laws and regulations, it is mutually understood that any contract which
21 utilizes Federal monies in excess of \$100,000.00 must contain and CONTRACTOR
22 certify compliance utilizing a form provided by ADMINISTRATOR that cites the
23 following:

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

28 B. The offeror, by signing its offer, hereby certifies to the

1 best of his or her knowledge and belief as of December 23, 1989 that

2 1) No Federal appropriated funds have been paid or will
3 be paid to any person for influencing or attempting to influence an officer or
4 employee of any agency, a Member of Congress, an officer or employee of
5 Congress, or an employee of a Member of Congress on his or her behalf in
6 connection with the awarding of any Federal contract, the making of any
7 Federal grant, the making of any Federal loan, the entering into of any
8 cooperative agreement, and the extension, continuation, renewal, amendment or
9 modification of any Federal contract, grant, loan, or cooperative agreement;

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

18 3) He or she will include the language of this
19 certification in all subcontract awards at any tier and require that all
20 recipients of subcontract awards in excess of \$100,000.00 shall certify and
21 disclose accordingly.

22 C. Submission of this certification and disclosure is a
23 prerequisite for making or entering into this Agreement imposed by Section
24 1352, Title 31, USC. Any person who makes expenditure prohibited under this
25 provision or who fails to file or amend the disclosure form to be filed or
26 amended by this provision, shall be subject to a civil penalty of not less
27 than \$10,000.00, and not more than \$100,000.00, for each such failure.

1 44. POLITICAL ACTIVITY

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

5 45. TERMINATION PROVISIONS

6 45.1 ADMINISTRATOR may terminate this Agreement without penalty
7 immediately with cause or after thirty (30) days' written notice without
8 cause, unless otherwise specified. Notice shall be deemed served on the date
9 of mailing. Cause shall be defined as any breach of contract, any
10 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
11 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
12 all further obligations under this Agreement.

13 45.2 Upon termination, or notice thereof, CONTRACTOR agrees to
14 cooperate with ADMINISTRATOR in the orderly transfer of service
15 responsibilities, active case records, and pertinent documents.

16 45.3 The obligations of COUNTY under this Agreement are contingent upon
17 the availability of Federal and/or State funds, as applicable, for the
18 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
19 for the services hereunder in the budget approved by the Orange County Board
20 of Supervisors each fiscal year this Agreement remains in effect or operation.
21 In the event that such funding is terminated or reduced, ADMINISTRATOR may
22 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
23 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
24 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
25 notification of such determination. CONTRACTOR shall immediately comply with
26 ADMINISTRATOR's decision.

27 45.4 If any provision of this Agreement or the application thereof is
28 held invalid, the remainder of this Agreement shall not be affected thereby.

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3 46. GOVERNING LAW AND VENUE

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

13 47. SIGNATURE IN COUNTERPARTS

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

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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
A SUBSIDIARY OF RESCARE, INC.
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
DOCUMENT AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

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

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

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

1. PROGRAM GOALS AND OBJECTIVE

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

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

5 1.4 CONTRACTOR shall meet each of the following goals for Job
6 Services;

7 1.4.1 Placement Rate: a minimum of fifty percent (50%) of Job
8 Services Participants referred to CONTRACTOR shall be placed in employment.

9 1.4.2 Engagement Completion Rate: a minimum of fifty percent (50%)
10 of Participants referred to CONTRACTOR shall fully complete Job Services as
11 directed by WTW Staff; and

12 1.4.3 Average Starting Wage: a minimum of twenty percent (20%)
13 above the California minimum wage for Job Services Participants.

14 1.5 CONTRACTOR shall adhere to ADMINISTRATOR's established Policy and
15 Procedures for CalWORKs WTW Case Management when calculating Placement Rates,
16 Engagement Completion Rates, and Average Starting Wage.

17 2. REFERRALS

18 2.1 CONTRACTOR shall accept and provide Job Services to all
19 Participants referred by WTW Staff.

20 2.1.1 CONTRACTOR shall not refuse Participants based on non-
21 cooperation without discussion and concurrence by WTW Staff. WTW Staff shall
22 discuss and concur prior to any action to minimize issues that impede
23 Participants' ability to complete Job Services.

24 2.2 CONTRACTOR shall ensure referred Participants are scheduled to
25 begin Job Services within seven (7) calendar days from the date of referral,
26 unless otherwise directed by ADMINISTRATOR.

27 3. ORIENTATION

28 3.1 CONTRACTOR shall provide an orientation that is conducted either

1 individually or in a group setting during which Participants are informed
2 about the CalWORKs Program, including information about cash aid, the WTW
3 Program, Supportive Services, and other benefits available to them.

4 3.2 CONTRACTOR shall provide a thirty (30) to forty-five (45) minute
5 group motivational presentation during the orientation.

6 3.3 CONTRACTOR's orientation shall be enhanced by visual aids,
7 audience participation, and a question and answer period. Topics include, but
8 are not limited to:

9 3.3.1 CalWORKs Program information;

10 3.3.2 CalWORKs Staff Functions and Responsibilities;

11 3.3.3 WTW services available to Participants; and

12 3.3.4 Services provided by CONTRACTOR.

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

17 3.5 ADMINISTRATOR will provide an orientation script for groups.
18 Groups shall be as small as one (1) and no larger than twenty-five (25)
19 attendees.

20 3.6 CONTRACTOR shall provide an orientation that includes visual aids
21 to enhance the interactive nature of the presentation.

22 3.7 CONTRACTOR shall, at such time as determined by ADMINISTRATOR,
23 develop and implement an online web-based orientation.

24 3.8 CONTRACTOR shall modify or adjust the orientation per instruction
25 by ADMINISTRATOR, within the time frame specified by ADMINISTRATOR.

26 4. JOB SERVICES

27 4.1 CONTRACTOR shall provide Job Services to each participant that
28 consist of up to four (4) consecutive weeks of the services indicated in

1 Subparagraphs 4.5 through 4.8 below.

2 4.2 One (1) week of Job Services is five (5) full business days of
3 participation as defined by COUNTY Policy. A Participant employed part-time
4 and/or participating in an approved WTW activity for fewer than the required
5 participation hours as specified in Paragraph 6 of this Exhibit A of this
6 Agreement will be required to concurrently attend Job Services, as determined
7 by WTW Staff.

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

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

16 4.5 Job Search and Job Readiness Assistance (JSR):

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

22 4.5.2 JSR workshops shall include, but are not limited to the
23 following:

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

28 4.5.2.2 Employer requirements and expectations; job

1 retention techniques such as attendance and punctuality; social etiquette;
2 personal hygiene; appropriate dress; productivity; common reasons for
3 promotion and dismissal; job problem-solving skills; and planning for and/or
4 handling common problems new employees face.

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

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

18 4.5.2.5 Explanation and distribution of information to
19 Participants on any employment incentive programs, such as EITC, which
20 ADMINISTRATOR may deem appropriate.

21 4.6 Active Job Search:

22 4.6.1 CONTRACTOR shall provide Active Job Search which is an
23 intensive job search and job development program that builds on the
24 Participant's knowledge and skills acquired during JSR activities. This
25 program runs concurrently with the JSR activities described in Subparagraph
26 4.5 above.

27 4.6.2 CONTRACTOR shall provide organized methods of seeking work
28 that shall include, but are not limited to, the following;

1 4.6.2.1 Group or individual meetings regarding job
2 search;

3 4.6.2.2 Access to phone banks and computers with
4 Internet access in a clean, well-lit location;

5 4.6.2.3 Job orders leads;

6 4.6.2.4 Individual counseling;

7 4.6.2.5 Motivational activities;

8 4.6.2.6 Active job development and job searches,
9 including face-to-face contacts with potential employers and submission of job
10 applications; and

11 4.6.2.7 Direct referrals to employers.

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

17 4.6.4 CONTRACTOR shall consider the employer's needs and the
18 Participant's skills, abilities, education, work experience, and job
19 interests, including how the Participant can meet the needs of the employer.

20 4.6.5 CONTRACTOR shall develop varying levels of services targeted
21 to diverse populations as identified and approved by ADMINISTRATOR.

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

26 4.6.6.1 Self-Sufficiency Action Plans shall be prepared
27 for the four (4) week term of the Participants' Job Services activities.

28 4.6.6.2 Participants are required to report to

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

7 4.6.6.3 Self-Sufficiency Action Plans are to be updated
8 to outline the activities and goals as appropriate.

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

13 4.7 Job Placement:

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

23 4.8 Employment Counseling:

24 CONTRACTOR shall provide employment counseling, as needed, and in
25 conjunction with WTW Staff, at any time during the Participant's involvement
26 in Job Services. Employment counseling shall include, assisting the
27 Participant to identify appropriate employment alternatives; and addressing
28 barriers to employment, such as a criminal record; a mental, emotional or

1 physical disability; an age or language barrier; or a lack of work history.

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

3 4.8.1 Guide the Participant through the decision making process in
4 selecting/identifying appropriate job interviews;

5 4.8.2 Mentor Participants with Internet related job searches;

6 4.8.3 Apply Participant information, such as values, interests,
7 transferable skills, abilities, and education and employment history to
8 exploration of possible job openings;

9 4.8.4 Match Participants with potential employment opportunities;

10 4.8.5 Develop positive, supportive, and effective working
11 relationships with Participants from a variety of backgrounds; and

12 4.8.6 Provide Participants who are non-English speaking or have
13 limited English skills with individual ~~or classroom~~ instruction of the English
14 language, which includes basic rudimentary employment related phrases.

15 4.9 Job Development:

16 4.9.1 Job development services shall include seeking and
17 developing job opportunities in the community appropriate to the skills and
18 experience of the pool of Participants.

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

24 4.9.3 CONTRACTOR shall provide WTW Staff and other contracted
25 agencies with job development information/job openings as directed by
26 ADMINISTRATOR.

27 4.9.4 CONTRACTOR shall seek out employment opportunities for
28 Participants with the ultimate goal of Participants' achieving self-

1 sufficiency. The development of job leads includes, but is not limited to,
2 the following activities:

3 4.9.4.1 Develop employer and community contacts to
4 facilitate seeking job leads;

5 4.9.4.2 Seek out leads for entry-level jobs for
6 Participants with the potential for promotional opportunities and wage
7 increases;

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

14 4.9.4.4 Inform prospective private employers of Federal
15 tax credits as an incentive to hire Participants. More information can be
16 found at: www.dol.gov;

17 4.9.4.5 Collaborate with One-Stop Career Centers, the
18 EDD, Workforce Investment Act (WIA) Programs and other workforce development
19 programs;

20 4.9.4.6 Maintain current job listings that are updated
21 daily and are readily available to ADMINISTRATOR, WTW Staff, and Participants;

22 4.9.4.7 Maintain a current list of Participants skills
23 and experience to make available to potential employers; and

24 4.9.4.8 Participate in, as well as host, job fairs in
25 coordination with WTW Staff, other COUNTY contracted agencies, and community
26 partners.

27 4.10 Resource Rooms

28 Resource Rooms are located in each of the facilities provided by

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

9 4.11 COUNTY Defined WTW Activities

10 4.11.1 CONTRACTOR shall provide WTW activities as defined by
11 ADMINISTRATOR. Such activities will be provided according to applicable
12 COUNTY Policy ~~and Procedures~~, and State and Federal regulations.

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

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

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

22 4.11.1.3 On-the-job Training: Training in the public or
23 private sector that is given to a paid employee while he or she is engaged in
24 productive work.

25 4.11.1.4 Subsidized Employment: Subsidized public or
26 private sector employment for which the employer receives a subsidy to offset
27 some or all of the wages and costs of employing a work-eligible Participant.

28 4.11.1.5 Work Experience: Training activity performed in

1 the public or private sector, including a nonprofit, community- or faith-based
2 setting, that helps provide basic job skills, enhances existing job skills in
3 a position related to the Participant's experience, or provides a needed
4 community service that shall lead to unsubsidized employment.

5 4.11.2 CONTRACTOR shall develop appropriate placement sites
6 in the community, monitor attendance, and communicate with WTW Staff regarding
7 participation and attendance as determined by ADMINISTRATOR.

8 5. MOTIVATION TECHNIQUES AND PROGRAM INFORMATION

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

14 5.2 ADMINISTRATOR will approve all training and workshop material
15 prior to implementation. This shall include any and all changes made during
16 the term of this Agreement.

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

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

26 5.5 CONTRACTOR's staff shall clearly explain the positive impacts of
27 employment to Participants, both in terms of impact to CalWORKs grants as well
28 as non-financial benefits.

1 5.6 CONTRACTOR shall provide motivational skills workshops for WTW
2 Staff and contracted and community partners, as required by ADMINISTRATOR.

3 6. WORK PARTICIPATION REQUIREMENTS

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

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

11 6.2 Two-Parent Assistance Unit: Assistance Unit that includes two
12 (2) aided non-disabled, natural, or adoptive parents of the same aided or
13 Supplemental Security Income/State Supplementary Program (SSI/SSP) minor child
14 living in the home.

15 6.3 Individual participation requirements are as follows:

16 6.3.1 ~~Thirty-two (32) hours per week in approved WTW activities~~
17 ~~for a One (1) Parent Assistance Unit and a Two (2) Parent Assistance Unit in~~
18 ~~which deprivation is based on the disability of one (1) parent with at least~~
19 ~~one (1) child under six (6) years old shall participate a minimum average of~~
20 ~~twenty-two (2022) hours per week.~~

21 6.3.2 ~~Thirty five (35) hours per week are required in approved WTW~~
22 ~~activities for Two (2) Parent Assistance Units. One (1) parent can satisfy~~
23 ~~the total thirty-five (35) hour requirement. If both parents contribute to~~
24 ~~the thirty-five (35) hour requirement, at least one parent~~ One-Parent
25 Assistance Unit with no child under six (6) years old shall participate a
26 minimum average of ~~twenty (20)~~ ~~thirty-two (3032)~~ hours per week.

27 6.3.3 ~~Thirty-fiveeight (3538) hours per week are required in~~
28 approved WTW activities for Two-Parent Assistance Units. One (1) parent can

1 satisfy the total thirty-fiveeight (3538) hour requirement. If both parents
2 contribute to the thirty five (35) hour requirement, at least one parent shall
3 participate a minimum of twenty (20) hours per week.

4 7. REPORTING REQUIREMENTS

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

8 7.1 Report of First Day Attendance:

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

13 7.2 Participant Attendance/Performance/Employment:

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

16 7.2.1 On a monthly basis, each Participant's daily record of
17 attendance for the report weekmonth including problems with attendance.
18 CONTRACTOR shall submit the monthly attendance by the third business day
19 following the report month.

20 7.2.2 By the next business day, information on of any occurrence
21 that may include, but is not limited to, failure to cooperate, family crisis,
22 health problems, substance abuse, and absenteeism.

23 7.2.3 Within three (3) business days, information of the
24 Participant's termination or drop from the service component, and any problem
25 occurrences that may include, but are not limited to, failure to cooperate,
26 family crisis, health problems, substance abuse and absenteeism.

27 7.2.4 By the next business day, employment information on
28 Participants who obtain employment. At a minimum, the employment information

1 shall include the employer's name, address, telephone number, job title,
2 number of hours to be worked per week, starting wage, hiring date, employee
3 benefits and referral source, e.g., CONTRACTOR, newspaper advertisement, etc.

4 7.3 Monthly Status Reports

5 CONTRACTOR shall provide a monthly status report by the tenth
6 (10th) calendar day of the following month for the preceding month, in a format
7 approved by ADMINISTRATOR. Data elements ~~may~~ shall include, but are not
8 limited to, the following:

9 7.3.1 Referrals received and referral outcomes;

10 7.3.2 Referrals initiated and referral outcomes;

11 7.3.3 Placements out of activities facilitated by CONTRACTOR;

12 7.3.4 ~~Engagement~~Completion rate;

13 7.3.5 Pay rate;

14 7.3.6 Percentage of post-placement Participants who continue to
15 receive CalWORKs assistance and who have retained employment for ninety (90)
16 days;

17 7.3.7 Percentage of post-placement Participants who continue to
18 receive CalWORKs assistance and who have retained employment for one hundred
19 eighty (180) days;

20 7.3.8 Percentage of post-placement Participants who continue to
21 receive CalWORKs assistance and who increase their income within twelve (12)
22 months of the date of employment;

23 7.3.9 A summary of interactions with community based organizations
24 (CBOs) and faith based organizations (FBOs) during the previous month, which
25 shall include the date(s), contact names(s), and purpose of contact;

26 7.3.10 A summary of all complaints received. Complaints
27 include, but are not limited to, complaints from Participants, other contract
28 service providers, community organizations, and the public; and

1 7.3.11 A report of corrective actions taken against in
2 response to errors cited by SSA during SSA case reviews and on-going
3 evaluations cited errors.

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

6 7.4 Job Development Report:

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

11 7.4.1 Date of contact with prospective employer;

12 7.4.2 Name and address of the prospective employer;

13 7.4.3 Name of contact person;

14 7.4.4 Positions available/salary/hours/duties;

15 7.4.5 Whether the contact resulted in an interview;

16 7.4.6 Total number of contacts in the month;

17 7.4.7 Total number of positions identified; and

18 7.4.8 Total number of Participants obtaining employment in these
19 positions.

20 7.5 Special Activities:

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

25 7.6 Miscellaneous Reports:

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

1 requested by ADMINISTRATOR.

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

1. PROGRAM GOALS AND OBJECTIVE

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

1.2 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 ~~the~~ 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.

1.3 CONTRACTOR shall place a minimum ~~between~~ of forty (40) ~~and fifty~~

1 ~~(50)~~ new Participants per month, on average, into subsidized employment, and
2 ~~maintain a cumulative monthly total of up to 300 job placements per month,~~ as
3 described in Subparagraph 2.5 of Exhibit B to this Agreement, throughout the
4 term of this Agreement.

5 1.4 ADMINISTRATOR will modify job placement requirements if WTW Staff
6 does not refer an adequate number of Participants for CONTRACTOR to meet the
7 requirements identified in Subparagraph 1.3 of Exhibit B to this Agreement.

8 2. SERVICES TO BE PROVIDED

9 2.1 Employment Support Services;

10 2.1.1 CONTRACTOR shall provide Employment Support Services to all
11 Participants actively participating in an approved WTW activity when a
12 specific need is identified and agreed upon by the ~~worker~~ WTW Staff and the
13 Participant.

14 2.1.1.1 Participants who are not fully engaged in a WTW
15 activity may only be referred to CONTRACTOR for Employment Support Services on
16 a case-by-case basis, with approval from a Regional Manager.

17 2.1.1.2 Participants may receive services if they are in
18 the referral phase or active participation phase of the activity.

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

27 2.1.2.1 Basic Needs: Food, clothing, utilities, etc;

28 2.1.2.2 Transportation: Lack of access to public

1 transportation, unreliable personal vehicles;

2 2.1.2.3 Housing: Homelessness, lack of stable housing;

3 2.1.2.4 Life Skills: Budgeting and credit counseling,
4 time and household management, nutrition and healthy lifestyle;

5 2.1.2.5 Work Behavior: Work ethic, interacting with
6 coworkers, problem/dispute resolution;

7 2.1.2.6 Domestic Abuse: Dependence, anger management,
8 shelter services;

9 2.1.2.7 Family Issues: Parenting skills, family
10 relations, school problems; and/or

11 2.1.2.8 Child Care: Confirmation of stable and
12 consistent care and plan for emergencies, e.g., a sick child.

13 ~~2.1.3 To motivate and enhance Participants' success in becoming~~
14 ~~self-sufficient, CONTRACTOR shall provide services to Participants who are~~
15 ~~full-time employed and remain on aid, to address the barriers listed above. in~~
16 ~~addition to the services required to address the barriers listed above.~~
17 ~~Services shall include, but are not limited to, the following:~~

18 2.1.4 CONTRACTOR shall provide the following services to full-
19 timed employed Participants who remain on aid:

20 2.1.4.1 Promotion of Life-Long Learning: Utilize
21 opportunities for formal and informal training and education throughout life;

22 2.1.4.2 Job Skills Enhancement: Identify and assist
23 Participants in accessing training and educational opportunities available
24 through community resources;

25 2.1.4.3 Job Progression: Assist with advancement
26 opportunities and educating Participants that the job search skills they
27 acquired during Job Services can also be used to locate a better, higher-
28 paying job;

1 2.1.4.4 Job Search Assistance: Find better paying jobs,
2 replacing lost jobs; and

3 2.1.4.5 Tax Assistance: Assist Participants to
4 understand the benefits and importance of the EITC, filing tax returns, and
5 child care tax credits.

6 2.1.5 Employment Support Services shall be readily accessible to
7 Participants, as required by ADMINISTRATOR. This shall include providing
8 services in the evenings and on the weekends, as mutually agreed by CONTRACTOR
9 and ADMINISTRATOR, taking into consideration child care needs, and the limited
10 transportation available to many Participants.

11 2.1.6 WTW Staff may refer employed Participants, who still receive
12 cash assistance, when serious problems occur that jeopardize the continued
13 employment of the Participants.

14 2.1.7 CONTRACTOR shall be available for consultation with
15 ADMINISTRATOR and other contracted partners when there are extraordinary
16 circumstances, such as homelessness, the family is without local support, and
17 the parent's and/or children's physical health and safety are at risk.

18 2.1.8 CONTRACTOR shall pay directly to the appropriate
19 creditor/payee for the Employment Support Services.

20 2.2 Additional Services:

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

24 2.2.1 Coordinate child care slots with existing resources near
25 Participants' place of employment and/or residence, whichever location will
26 best meet the Participants' needs;

27 2.2.2 Coordinate on-the-job training with employers to ensure that
28 Participants receive training that is not only skill-focused, but also

1 addresses enhancement of daily life skills;

2 2.2.3 Coordinate with educational providers to provide skill
3 enhancement classes in the community;

4 2.2.4 Coordinate with local CBOs and FBOs to develop support
5 groups for Participants. At such time as is mutually agreed upon by
6 CONTRACTOR and ADMINISTRATOR, CONTRACTOR shall offer support groups that also
7 provide child care on Saturday mornings. CONTRACTOR shall also coordinate
8 with CBOs and FBOs to provide resources, such as food, clothing, and other
9 donations that will assist Participants as they progress towards self-
10 sufficiency;

11 2.2.5 Develop child care alternatives for children who become sick
12 or are otherwise unable to attend traditional child care or schools;

13 2.2.6 Identify CalWORKs families that are isolated in the
14 community and encourage them to participate in community groups to re-
15 integrate them into a healthier lifestyle;

16 2.2.7 Establish an emergency telephone number during non-business
17 hours so Participants can access resources if a situation arises that
18 jeopardizes their employment;

19 2.2.8 Coordinate counseling services with community organizations
20 already providing these or similar services and subcontracting for additional
21 services that are currently unavailable or too limited to meet Participant
22 population needs. For example, several community organizations are receiving
23 grants for domestic abuse counseling and those services, which can be used by
24 other Participants;

25 2.2.9 Coordinate with organizations that provide free clothing to
26 the needy for job interviews and employment purposes;

27 2.2.10 Coordinate scholarship awards with community colleges
28 or trade schools for Participants who complete a GED or have high school

1 diplomas and retain employment for twelve (12) months;

2 2.2.11 Coordinate money-management assistance through
3 financial institutions or other organizations interested in providing these
4 services;

5 2.2.12 Coordinate a low-interest loan program for successful
6 Participants interested in buying cars or homes;

7 2.2.13 Refer Participants to parenting classes, dispute
8 resolution, household management, counseling services, etc. when appropriate.

9 2.2.14 Assist Participants in finding housing or temporary
10 shelter as appropriate;

11 2.2.15 Provide information concerning EITC to Participants
12 and potential employers; and

13 2.2.16 Assist Participants in finding low cost car repairs as
14 appropriate.

15 2.3 Domestic Abuse Assistance Services:

16 2.3.1 CONTRACTOR shall provide domestic abuse assistance services
17 to ~~that include assisting~~ Participants and families who have evidenced
18 domestic abuse issues. Services shall be provided to Participants that meet
19 the following criteria:

20 2.3.1.1 The Participant is Eligible for and
21 participating in WTW; and

22 2.3.1.2 The Participant Receiving domestic abuse
23 services; or

24 2.3.1.3 The Participant has On a Domestic Abuse
25 Waiver, which is a waiver of certain program requirements due to the
26 Participant's obligations related to a domestic abuse case.

27 2.3.2 CONTRACTOR shall provide services to include assistance to
28 Participants to give them a safe haven, counseling, education, and Supportive

1 Services in order to obtain employment and become self-sufficient without
2 putting them at further risk.

3 2.3.3 CONTRACTOR shall also provide services to the perpetrator
4 who is in the home in order to address domestic abuse issues as some families
5 in the CalWORKs population consist of the victim and the perpetrator, who is
6 also a CalWORKs Recipient.

7 2.3.4 CONTRACTOR shall provide children's programs to children who
8 are the witnesses to or victims of abuse, and are likely to experience Post
9 Traumatic Stress Disorder, depression, anxiety, developmental issues or engage
10 in inter-generational transmission of domestic abuse.

11 2.3.5 CONTRACTOR shall coordinate delivery of services with the
12 COUNTY DASU, and shall provide, at a minimum, access to the following services
13 with established community domestic abuse resources:

14 2.3.5.1 Twenty-four (24) hour hotline crisis
15 intervention;

16 2.3.5.2 Peer counseling and support and/or psychological
17 counseling services;

18 2.3.5.3 Personal Empowerment Program (PEP), or other
19 comparable services, for domestic abuse victims and their families, as well as
20 for perpetrators of domestic abuse;

21 2.3.5.4 An established walk-in center in the areas to be
22 served, to accommodate the service needs of victims of domestic abuse;

23 2.3.5.5 Emergency services, such as food, clothing,
24 transportation, and shelter;

25 2.3.5.6 Twenty-four (24) hour response to local law
26 enforcement agencies in the provision of services to victims of domestic
27 abuse;

28 2.3.5.7 Hospital emergency room protocol and assistance

1 on a twenty-four (24) hour basis;

2 2.3.5.8 Assistance with temporary restraining orders and
3 custody disputes; and

4 2.3.5.9 Court and social advocacy programs providing
5 assistance to victims of domestic abuse and their families.

6 2.4 Housing Assistance Services:

7 2.4.1 CONTRACTOR shall provide Participants with assistance in
8 locating temporary and transitional housing, and work with Participants to
9 obtain stable, affordable housing.

10 2.4.2 CONTRACTOR shall provide services to CalWORKs Participants
11 referred by WTW Staff, including but not limited to, the following:

12 2.4.2.1 Develop marketing strategies and conduct special
13 outreach activities with area landlords to increase available housing options;

14 2.4.2.2 Assist Participants with preparatory coaching
15 and suggestions in shopping for a rental unit;

16 2.4.2.3 Provide immediate response and intervention in
17 the rental process, and assistance with move-in and utility arrangements;

18 2.4.2.4 Provide consumer credit and financial management
19 counseling, including assistance with remedies for adverse credit
20 reports/history;

21 2.4.2.5 Act as an advocate for the family regarding
22 stabilization of housing;

23 2.4.2.6 Act as an advocate for the family regarding
24 eviction prevention/intervention; and

25 2.4.2.7 Ensure that funds are allocated for direct
26 Participant services and pay the appropriate creditor/payee directly for
27 services.

28 2.4.3 CONTRACTOR shall network and subcontract as necessary with

1 CBOs and FBOs to maximize available resources for temporary and transitional
2 housing, as well as facilitating the location and retention of permanent
3 housing.

4 2.4.4 CONTRACTOR shall maintain a central listing of availability
5 of housing resources within Orange County, and update this information on a
6 quarterly basis.

7 2.5 Subsidized Employment Program:

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

12 2.5.1 CONTRACTOR shall assume the duties and responsibilities
13 associated with being the employer of record for Participants within the
14 program or oversee ~~the~~ Worksite Providers ~~who~~ that may also assume the role of
15 employer of record. If the Worksite Provider is the employer of record,
16 CONTRACTOR shall ~~oversee and~~ ensure that the Worksite Provider adheres to all
17 aspects of the program including human resources processes and payroll
18 requirements.

19 2.5.1.1 COUNTY will reimburse CONTRACTOR up to fifteen
20 dollars (\$15.00) per hour for each Participant, for up to six (6) months, and
21 for all hours worked at the assigned worksite. Wages paid by CONTRACTOR or the
22 worksite to a Participant shall not be less than the prevailing California
23 minimum wage. CONTRACTOR shall provide details to ADMINISTRATOR on positions
24 where the Participant's wage is between thirteen (\$13.00) and fifteen dollars
25 (\$15.00) per hour, inclusive, for approval by ADMINISTRATOR prior to placing
26 Participants at the worksite. Such details may include, but are not limited
27 to, documentation indicating the employer's standard wage for the position, or
28 data obtained from a credible source on the prevailing wage for the position.

1 Overtime pay will not be permitted without prior approval from ADMINISTRATOR.
2 Participants may be paid for COUNTY holidays as identified in Subparagraph
3 21.2 of Exhibit C to this Agreement, with prior approval from ADMINITRATOR.

4 2.5.2 Participants shall be offered workplace and job search
5 readiness assistance to ensure that they are ready to begin a successful
6 subsidized employment program.

7 2.5.3 CONTRACTOR shall address Participant barriers to
8 participation as identified by the WTW Case Manager, and review employer
9 expectations.

10 2.5.4 After a Participant is placed at the worksite, CONTRACTOR
11 shall track attendance and progress in their assigned placement, and
12 collaborate with the worksite to conduct Participant evaluations. CONTRACTOR
13 shall meet twice monthly with the work site supervisor to discuss the
14 Participant's progress and performance in the program. CONTRACTOR shall meet
15 every two (2) weeks, or as needed, with the Participant to discuss action
16 steps needed to successfully complete the program.

17 2.5.5 CONTRACTOR shall develop a plan for worksites to offer
18 supervision and training to Participants, along with the opportunity of full -
19 time permanent employment with advancement opportunities at the end of the
20 subsidized period.

21 2.5.6 CONTRACTOR shall work closely with Participants and encourage
22 them to overcome individual barriers in order to successfully complete the
23 program and obtain unsubsidized employment, either at the worksite or with
24 another employer. As an incentive to encourage participation and to assist in
25 the transition to employment, after a Participant completes the program,
26 obtains unsubsidized employment, and retains employment for thirty (30) days,
27 CONTRACTOR shall provide the Participant with a two-hundred dollar (\$200.00)
28 voucher to obtain items that support the Participant's continuous employment.

1 CONTRACTOR shall inform the Participant that after thirty (30) days of
2 employment he/she must submit employment documentation verifying job retention
3 to receive the voucher. The voucher shall be for an establishment where items
4 that support the Participant's employment and household stability, such as
5 food, gas or work clothes can be purchased. CONTRACTOR shall keep a record of
6 every voucher provided to a Participant that includes the name of the
7 establishment for which the voucher was provided, the name of the Participant,
8 the date the voucher was provided, the amount of the voucher, the name of
9 CONTRACTOR's employee providing the voucher, and whether the Participant
10 provided appropriate documentation to verify his/her job retention.
11 CONTRACTOR shall provide ADMINISTRATOR access to inspect CONTRACTOR's records
12 concerning the provision of vouchers to Participants and/or upon request,
13 CONTRACTOR shall provide ADMINISTRATOR with a copy of such records.

14 3. REFERRALS

15 3.1 CONTRACTOR shall accept and evaluate Employment Support Services
16 referrals from WTW Staff in accordance with ~~limitations~~ policies established by
17 ~~CONTRACTOR and by ADMINISTRATOR as identified and defined in COUNTY Policy.~~

18 3.1.1 Although services may end if there is a participation
19 problem due to non-cooperation, Participants shall not be refused services by
20 CONTRACTOR without discussion and concurrence with WTW Staff. WTW Staff shall
21 discuss and concur prior to any action taken by CONTRACTOR to minimize issues
22 that impede the provision of Employment Support Services.

23 3.2 CONTRACTOR shall ensure that the number of days elapsing between
24 the day Participants are referred to CONTRACTOR for Employment Support
25 Services under this Agreement, and the date contact is made with Participants
26 shall not exceed seven (7) calendar days. CONTRACTOR shall communicate with
27 WTW Staff on any action taken.

28 3.2.1 CONTRACTOR shall evaluate and provide services within

1 twenty-four (24) hours from the time the referral is received when emergency
2 service needs have been identified, e.g., lack of food or housing, or a
3 situation that would have an immediate detrimental impact on Participants'
4 ability to maintain employment in accordance with limitations established by
5 CONTRACTOR and ADMINISTRATOR as identified and defined in COUNTY Policy.

6 4. REPORTING REQUIREMENTS

7 4.1 CONTRACTOR shall maintain records, collect data, and provide
8 reports mandated by Federal and State governments and as may be required by
9 ADMINISTRATOR. Reporting requirements shall include all reports and data
10 collection that is required to track goals and report progress on goals as
11 noted stated in Paragraph 1 of this Exhibit B to this Agreement.

12 4.2 CONTRACTOR shall report to ADMINISTRATOR Participants' WTW
13 participation in Employment Support Services in a format approved by
14 ADMINISTRATOR.

15 5. MONTHLY REPORTS

16 5.1 CONTRACTOR shall provide ADMINISTRATOR with a monthly status
17 report, by the tenth (10th) calendar day of the following month, for the
18 preceding month, in a format approved by ADMINISTRATOR, which includes, but is
19 not limited to, the following:

20 5.1.1 Referrals received and referral outcomes;

21 5.1.2 Referrals initiated and referral outcomes;

22 5.1.3 Summary of interactions with CBOs and FBOs during the
23 previous month, which shall include the date(s), contact names(s), and purpose
24 of contact. Report will only be generated at the request of ADMINISTRATOR;

25 5.1.4 Summary of all complaints received, which include, but are
26 not limited to, complaints from Participants, other contract service
27 providers, community organizations, and the public; and

28 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

~~A SUBSIDIARY OF RESCARE, INC.~~

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

1 not be limited to, safety net child-only cases, which is consistent with
2 prevailing State statutes and program regulations, as required by
3 ADMINISTRATOR.

4 2. PRINCIPLES

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

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

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

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

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

20 2.5 Services shall be family-friendly and family-centered;

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

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

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

27 3. ENGAGEMENT/RE-ENGAGEMENT OUTREACH AND STRATEGIES

28 3.1 CONTRACTOR shall develop and provide engagement/re-engagement

1 activities to Participants referred by WTW Staff. Participants may include
2 those meeting the following criteria:

3 3.1.1 Unemployed or underemployed;

4 3.1.2 Not participating due to expiration of exempt status;

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

7 3.1.4 Sanctioned.

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

10 3.2.1 Telephone contacts;

11 3.2.2 Home visits;

12 3.2.3 Mailers; ~~and~~ ~~or~~

13 3.2.4 Appointment setting during flexible office hours.

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

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

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

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

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

1 3.3.5 Completion of a Self-Sufficiency Action Plan that helps each
2 parent to identify barriers, roles, responsibilities, individual and family
3 goals for the future.

4 3.3.6 Translation services as needed.

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

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

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

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

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

17 4. QUALITY CONTROL

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

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

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

28 4.2.2 Specific methods to identify and prevent deficiencies in the

1 quality of service performed, prior to unacceptable performance levels;

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

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

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

9 5. CASE RECORDS

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

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

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

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

28 5.4.1 Documentation of referrals;

1 5.4.2 Documentation of services provided, including contacts with
2 and on behalf of Participants, general observations, etc.;

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

6 5.4.4 Documentation/justification for Supportive Services;

7 5.4.5 Documentation of hours of participation;

8 5.4.6 Documentation regarding any cooperation issues;

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

11 5.4.8 Employment information and employment retention tracking;

12 5.4.9 Documentation of increases in earnings;

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

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

17 5.4.12 Medical verifications, as applicable.

18 6. COORDINATION

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

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

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

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 and
17 Procedures.

18 9. COMMUNITY OUTREACH

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

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

1 9.3 CONTRACTOR shall meet regularly with CBOs and FBOs to inform them
2 of funding availability for services provided under this Agreement, coordinate
3 the provision of services, and provide them with technical assistance as
4 needed.

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

7 10. FAITH-BASED ORGANIZATIONS (FBO)

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

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

19 11. PROGRAMMATIC PARTICIPATION

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

23 12. PERFORMANCE MONITORING AND REVIEWS

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

28 12.2 ADMINISTRATOR may use a variety of inspection methods to evaluate

1 CONTRACTOR's performance, including but not limited to:

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

4 12.2.2 Activity checklists and random observations;

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

7 12.2.4 Computer Information System reported results;

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

10 12.2.6 Service provider complaints or reports.

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

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

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

21 13. HANDLING COMPLAINTS

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

28 13.1 CONTRACTOR staff shall maintain a log for identification and

1 response to Participants' complaints. When complaints cannot be resolved
2 informally, a system of follow-through shall be instituted which adheres to
3 formal plans for specific actions and response to complaints within two (2)
4 business days.

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

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

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

14 14. FORMAL GRIEVANCE PROCESS AND STATE HEARING

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

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

23 15. WELFARE FRAUD INVESTIGATION REFERRALS

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

27 16. OUTSIDE CONTACTS

28 CONTRACTOR shall:

1 16.1 Immediately inform ADMINISTRATOR of any inquiry from an elected
2 official, their representative, Participant Advocate, or the press, and
3 immediately provide information in order for ADMINISTRATOR to respond.

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

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

8 ~~16.4 CONTRACTOR shall immediately inform ADMINISTRATOR of any inquiry~~
9 ~~from an elected official, their representative, Participant advocate, or the~~
10 ~~press, and upon approval from ADMINISTRATOR, immediately respond to the~~
11 ~~inquiry~~

12 ~~16.5 CONTRACTOR shall consult with ADMINISTRATOR prior to initiating~~
13 ~~contact with an elected official, their representative, Participant advocate,~~
14 ~~or the press.~~

15 17. FACILITIES

16 17.1 CONTRACTOR shall collocate to existing ADMINISTRATOR facilities
17 and locate additional space in regions of Orange County designated by
18 ADMINISTRATOR.

19 17.2 Collocated Facilities:

20 17.2.1 CONTRACTOR shall enter into a rent-free lease or
21 license agreement when collocating at a site provided by ADMINISTRATOR, as
22 referenced in Subparagraph 9.2 of this Agreement. CONTRACTOR shall cooperate
23 with all conditions of said agreement. CONTRACTOR shall collocate at the
24 following facilities provided by ADMINISTRATOR:

25 6100 Chip Ave., Cypress, CA 90630

26 1928 S. Grand Ave., Santa Ana, CA 92705

27 23340 Moulton Parkway, Laguna Hills, CA 92653

28 3320 E. La Palma, Anaheim, CA 92806

1 1240 State College Blvd., Anaheim, CA 92806

2 17.3 Contractor Provided Facilities:

3 17.3.1 CONTRACTOR shall provide ADMINISTRATOR with a copy of
4 the lease for review and approval, at least thirty (30) days prior to leasing
5 a facility. CONTRACTOR shall make all changes to the lease as requested by
6 ADMINISTRATOR.

7 17.3.2 CONTRACTOR shall provide parking spaces for
8 Participants' free and exclusive use. CONTRACTOR shall also provide parking
9 for disabled persons in accordance with the Americans with Disabilities Act,
10 and any other rules or statutes relating to parking for disabled persons.

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

21 17.3.4 CONTRACTOR shall maintain any facilities in compliance
22 with all applicable laws, rules, regulations, building codes, statutes and
23 orders, as they now exist or may be subsequently amended.

24 17.3.5 CONTRACTOR provided sites shall be in safe, clean
25 structures that are centrally located to the population to be served, located
26 conveniently to public transportation facilities, accessible to individuals
27 with disabilities, and provide adequate parking at no cost to Participants.

28 17.3.6 CONTRACTOR shall not require Participants to travel

1 more than two (2) hours round trip to obtain services.

2 17.3.7 CONTRACTOR shall maintain an Accessibility Plan that
3 describes how Participants located throughout Orange County can easily get to
4 the sites.

5 17.3.8 CONTRACTOR shall provide adequate security for the
6 facilities, and all facilities shall be adequately lighted at night.

7 17.3.9 CONTRACTOR shall secure the work area to maintain
8 Participant confidentiality.

9 17.3.10 CONTRACTOR shall maintain the security of the work
10 area in an up-to-date manner and shall designate an in-house management level
11 position to be responsible for maintenance and access level assignments. Work
12 area security shall include a master key override lock.

13 17.3.11 CONTRACTOR shall provide an alarm or security system
14 for after-hours security in locations where ADMINISTRATOR has provided
15 furniture and equipment.

16 17.3.12 CONTRACTOR shall provide space for the provision of
17 services under this Agreement at the following sites:

18 100 South Anaheim Blvd., Anaheim, CA 92805

19 16842 Von Karman Ave., Irvine, CA 92606

20 17.4 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add,
21 change, modify, or delete locations, as necessary, to best serve the needs of
22 ADMINISTRATOR and Participants.

23 18. EQUIPMENT AND FURNISHINGS

24 18.1 ADMINISTRATOR will purchase and install all necessary data
25 processing equipment, including personal computers.

26 18.2 ADMINISTRATOR will provide sufficient training to CONTRACTOR's
27 staff regarding use and maintenance of electronic case records on the computer
28 information system.

1 18.3 CONTRACTOR shall use the computer information system(s) provided
2 by ADMINISTRATOR for entering and viewing electronic data as required by
3 ADMINISTRATOR. CONTRACTOR shall ensure that their personnel understand the
4 uses of the computer information system(s) and will follow the related
5 procedures as evidenced by supervisory reviews and case audits.

6 18.4 CONTRACTOR shall be responsible for providing all the necessary
7 (ergonomically proper) furnishings for its staff in non-located facilities,
8 and jointly coordinate the office layouts with ADMINISTRATOR's Facilities
9 Management staff.

10 18.5 CONTRACTOR shall inform ADMINISTRATOR of any employment
11 terminations or new hires in order for ADMINISTRATOR's Information Technology
12 Services to take appropriate action within specified timeframes.

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

23 18.7 CONTRACTOR shall provide ADMINISTRATOR with a written plan
24 describing safeguards that shall be taken to ensure the security of both the
25 computer information systems hardware and the personal data contained therein.
26 This plan shall include action steps that CONTRACTOR shall take to immediately
27 report and mitigate damages resulting from loss of equipment and unauthorized
28 dissemination of personal information. CONTRACTOR shall submit this plan no

1 later than July 31, 2014⁵, and shall make all changes to the plan as requested
2 by ADMINISTRATOR.

3 19. BUDGET

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

6 **Budget period for July 1, 2014⁵ - June 30, 2015⁶**

Max Hourly			
<u>Salaries and Benefits:</u>	<u>Rate⁽¹⁾</u>	<u>FTE⁽²⁾</u>	<u>Annual Budget</u>
Program Director	50.49	1.00	105,019
Project Manager	35.09	1.00	72,987
Finance Manager	33.17	1.00	68,994
Training Manager	33.17	1.00	68,994
Program Manager	33.17	1.00	68,994
Subcontract Manager	33.17	1.00	68,994
Quality Assurance Manager	33.17	1.00	68,994
Supervisors	26.00	10.00	495,779
Career Consultants	22.01	404.00	1,734,931
Lead Career Consultant	22.01	9.00	355,213
Job Developers	22.01	4.00	164,299
Account Specialists	22.18	5.00	194,942
Administrative Assistants	16.35	6.00	194,487
Subtotal Salaries ⁽³⁾⁽⁴⁾⁽⁵⁾			\$3,667,326
Benefits ⁽⁶⁾			\$865,227
Total Salaries and Benefits			\$4,528,413
<u>Services</u>			
Basic Needs			645,000

1	Professional Clothing	358,000
2	Domestic Abuse Services	530,088
3	Housing	735,265
4	Transportation	5360,000
5	Purchase of Services	63,000
6	Subsidized Employment Salary ⁽⁷⁾	<u>2,350,000</u>
7	Total Services	<u>\$4,580,3534,551,3</u>
8		53
9	<u>Operating Expenses</u>	
10	Office Expense	9085,000
11	Program Expense	452,000
12	Telephone (Communication Costs)	60,000
13	Mileage ⁽⁸⁾	40,000
14	Staff Development	6,000
15	Travel (Transportation/Lodging) ⁽⁹⁾	5,000
16	Advertising/Promotions/Printing	320,000
17	Facility Lease/Rental	4240,000
18	Equipment Lease/Rental	30,000
19	Maintenance	6,000
20	Insurance	50,000
21	Independent Audit	13,000
22	Miscellaneous ⁽¹⁰⁾	<u>1,500</u>
23	Total Operating Expenses	<u>\$7968,500</u>
24	Contractor's Fee	<u>\$1,881,4461,915,4</u>
25		<u>91</u>
26	MAXIMUM OBLIGATION 7/1/14-6/30/15	\$11,786,712
27		
28		

1 CONTRACT MAXIMUM OBLIGATION

2 TOTAL JULY 1, 20145 THROUGH JUNE 30, 20156

\$11,786,712

- 3
- 4 (1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.
- 5 (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the
- 6 ~~maximum~~ amount of time (stated as a percentage) each position will be
- 7 providing services under the terms of this Agreement. This percentage is
- 8 based upon a 40-hour workweek. For salaried employees, FTE is defined as
- 9 the ~~maximum~~ amount of time (stated as a percentage) the position will be
- 10 paid for under the terms of this Agreement, regardless of the number of
- 11 hours actually worked.
- 12 (3) Total salaries are calculated on average hourly rates for positions with
- 13 average hourly rates and on maximum hourly rates for positions with no
- 14 average hourly rates.
- 15 (4) Each staff position line item is inclusive of potential staff incentives.
- 16 Staff incentives will be granted as approved by ADMINISTRATOR. Staff
- 17 incentives are based on each employee's performance and are not to exceed
- 18 5% of the employee's annual salary. Staff incentives may be in the form
- 19 of either a salary increase or lump sum; however, the total compensation
- 20 consisting of base pay plus incentives shall not exceed the maximum
- 21 hourly rate for the position.
- 22 (5) Bilingual staff payments are 55% of Direct Services Staff FTEs at \$0.83
- per hour.
- 23 (6) Employee Benefits include ~~contributions to 401k or retirement plans;~~
- 24 health insurance; dental insurance; life insurance; long-term disability
- 25 insurance; ~~Also included are payroll taxes such as FICA, Federal~~
- 26 Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax,
- 27 based on the currently prevailing rates; ~~and vacation accrual limited to~~
- 28 ~~the amount of vacation time earned during the fiscal year in which such~~
- ~~expense is claimed.~~
- (7) Subsidized Employment line includes both salary wages and benefits cost associated with Participants placed into subsidized employment positions. Benefits costs included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates.
- (8) Mileage is limited to the amount allowed by the IRS.
- (9) Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved in advance by ADMINISTRATOR. CONTRACTOR shall be reimbursed for actual

1 expenses of lodging, up to the maximum allowed in CFR Title 41 Chapter
2 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate
3 paid to employees for meals and incidental expenses incurred during
4 travel, up to the maximum allowed in CFR 41 Chapter 301, Travel
5 Allowances.

6 (10) Other includes costs of customary ongoing recruiting costs; Trade,
7 Business and Professional activities; and other allowable and necessary
8 costs that cannot be practically classified into a separate category.
9 The amount assigned to this category is based upon past experience with
10 the CalWORKs Program.

11 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
12 notice to add, delete, or modify line items and/or amounts without changing
13 COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Agreement
14 or reducing the level of service to be provided by CONTRACTOR. Further, in
15 accordance with Subparagraph 45.3 of this Agreement, in the event
16 ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 21.1,
17 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately
18 reduce the program goals as set forth in Subparagraphs 1.4.1 and 1.4.2 of
19 Exhibit A and Subparagraph 1.3 of Exhibit B and penalties as set forth in
20 Subparagraph 21.4.7 of this Agreement. For the purposes of this Agreement,
21 proportionately shall be defined as follows: the amount of the reduction
22 divided by the remaining funds in the budget, at the time of the reduction,
23 after the reduction is applied.

24 20. STAFF

25 20.1 Language Diversity:

26 CONTRACTOR shall employ staff with experience in placing Participants
27 with a limited English vocabulary in an environment that facilitates the
28 development of the English language. CONTRACTOR's staff shall be able to
read, write, speak and understand English. CONTRACTOR shall provide bilingual
staff to serve Participants who speak Spanish or Vietnamese. The ratio of
bilingual staff shall be consistent with and proportional to the target
population in each region, as determined by ADMINISTRATOR. In addition,

1 CONTRACTOR shall be required to provide translation services for all other
2 languages as needed to ensure all Participants are provided services in the
3 language they speak.

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

8 20.2 Recruitment and Hiring Practices:

9 20.2.1 CONTRACTOR shall use a formal recruitment plan, which
10 is in compliance with Federal and State employment and labor regulations.

11 20.2.2 CONTRACTOR shall hire staff with the education and
12 experience necessary to appropriately perform all functions as described in
13 this Agreement.

14 ~~20.2.3 CONTRACTOR's employment applications shall require~~
15 ~~applicants to provide detailed information regarding the conviction of a crime~~
16 ~~by any court, for offenses other than minor traffic offenses. Information not~~
17 ~~disclosed in the employment application discovered subsequent to the hiring of~~
18 ~~any applicant shall be cause for termination of that employee.~~

19 ~~20.2.4 CONTRACTOR shall conduct, at no cost to ADMINISTRATOR,~~
20 ~~criminal record background checks and clearance prior to hiring all employees~~
21 ~~and volunteers that will participate under this Agreement. Candidates will~~
22 ~~satisfy background checks consistent and compatible with those required for~~
23 ~~COUNTY employees and other representatives working in WTW programs.~~

24 20.2.5 CONTRACTOR shall give priority consideration to
25 qualified job-ready Participants in filling vacancies in positions funded by
26 this Agreement.

27 20.3 Staff Training:

28 20.3.1 CONTRACTOR staff directly serving Participants, or

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

11 20.3.2 ADMINISTRATOR will provide initial training to a
12 limited number of select CONTRACTOR staff with respect to WTW regulations, and
13 COUNTY Policy ~~policies and procedures~~. CONTRACTOR shall attend training(s)
14 that ADMINISTRATOR determines to be mandatory. CONTRACTOR shall conduct
15 subsequent training(s).

16 20.3.3 CONTRACTOR shall develop a COUNTY approved training
17 manual to be distributed to CONTRACTOR staff regarding motivational
18 strategies.

19 20.3.4 ADMINISTRATOR will also provide CONTRACTOR personnel
20 with initial training in the use of computer information systems as necessary
21 to comply with the requirements of the CalWORKs Program. ADMINISTRATOR will
22 provide technical information to CONTRACTOR on these requirements, but it will
23 be CONTRACTOR's sole responsibility to assure that CONTRACTOR staff understand
24 and correctly implement the requirements cited when providing services
25 pursuant to this Agreement.

26 20.3.5 CONTRACTOR shall provide ongoing staff training and
27 assist its staff to ensure that all assignments are completed.

28 20.3.6 CONTRACTOR shall ensure that its staff receives

1 training in understanding cultural differences among groups of Participants,
2 and recognize and effectively intervene to overcome any language and/or
3 cultural barriers to employment.

4 20.3.7 CONTRACTOR shall maintain a log of in-house training
5 activities completed by its staff. This log shall be made available to
6 ADMINISTRATOR upon request.

7 20.4 Time Studies:

8 20.4.1 CONTRACTOR shall adhere to COUNTY time study
9 procedures by identifying and reporting time devoted to the delivery of
10 services pursuant to this Agreement.

11 20.4.2 Time studies must be completed by CONTRACTOR's staff
12 in the months of February, May, August and November of each year. Completed
13 time studies shall be made available to ADMINISTRATOR by the first business
14 day of the month following each month in which the time study is to be
15 completed.

16 20.4.3 Supervisory staff do not complete detailed time study
17 form sheets, but must record the total hours worked per day in a time study
18 month. CONTRACTOR's supervisors shall review the staff time study detail
19 report for accuracy and ensure consistency with reported work hours for the
20 same period.

21 20.5 Staff Duties and Qualifications

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

24 20.5.1 One (1) Program Director:

25 Duties:

26 20.5.1.1 Manage the implementation of contracted
27 services, assuring all contractual commitments are met.

28 20.5.1.2 Responsible for proper utilization of project

1 funding.

2 20.5.1.3 Establish and maintain working relationships
3 with ADMINISTRATOR and all partners to optimize funding, customer satisfaction
4 and community relations.

5 20.5.1.4 Facilitate project accomplishments and ensure
6 that management decisions and contractual goals are understood and supported
7 by CONTRACTOR staff.

8 20.5.1.5 Make decisions that facilitate program
9 accomplishments and meet goals and objectives on time and within budget.

10 20.5.1.6 Analyze and evaluate program operations and
11 implement actions to meet designed plans.

12 20.5.1.7 Assign priorities and scheduling to meet planned
13 program goals and objectives.

14 20.5.1.8 Assure all CONTRACTOR staff are trained and meet
15 performance standards as outlined in this Agreement.

16 20.5.1.9 Evaluate CONTRACTOR staff performance and
17 authorize CONTRACTOR staff development and training activities.

18 20.5.1.10 Direct CONTRACTOR staff performance and all
19 Human Resources (HR) responsibilities.

20 20.5.1.11 Maintain existing linkages to community
21 resources and develop new ~~ones~~ linkages to further program goals and enhance
22 the success of Participants.

23 20.5.1.12 Directly supervises the Project Manager, and
24 Finance Manager.

25 Qualifications:

26 20.5.1.13 Bachelor's Degree, preferably in a human
27 services related field.

28 20.5.1.14 A minimum of five (5) years experience

1 organizing, planning and developing programs and services at a management
2 level.

3 20.5.1.15 Three (3) years CalWORKs and/or WTW experience,
4 ~~is required~~ which may be concurrent with the requirement in Subparagraph
5 20.5.1.14 above.

6 20.5.2 One (1) Project Manager:

7 Duties:

8 20.5.2.1 Assists the Program Director in oversight
9 functions.

10 20.5.2.2 Responsible for the overall performance in all
11 regional offices.

12 20.5.2.3 Assist Program Director in designing and
13 implementing new service components and strategies approved by ADMINISTRATOR.

14 20.5.2.4 Assist Program Director in regularly reviewing
15 all newly developed service components.

16 20.5.2.5 Supervise Quality Assurance Manager, Training
17 Manager, Program Manager, and Subcontract Manager; provide support, guidance
18 and accountability.

19 20.5.2.6 Responsible for statistical reports.

20 20.5.2.7 Implements corrective action plans, when
21 necessary, with the assistance of the Program Director.

22 Qualifications:

23 20.5.2.8 Bachelor's Degree, preferably in a human
24 services related field.

25 20.5.2.9 A minimum of four (4) years supervisory
26 experience in management or supervision ~~or equivalent~~.

27 20.5.2.10 Two (2) years CalWORKs and/or WTW experience, ~~is~~
28 ~~required~~ which may be concurrent with the requirement in Subparagraph 20.5.2.9.

20.5.3 One (1) Finance Manager:

Duties:

20.5.3.1 Oversee the project's fiscal operations.

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

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

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

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

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

20.5.3.7 Develop reporting mechanisms to track expenditures and obligations.

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

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

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

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

20.5.3.12 Prepare billing for ADMINISTRATOR.

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

20.5.3.14 Train CONTRACTOR staff on changes in funding

1 regulations, corporate policies, local operating procedures and contract
2 policies.

3 Qualifications:

4 20.5.3.15 Bachelor's Degree, preferably in a related
5 field.

6 20.5.3.16 A minimum of four (4) years supervisory
7 experience in management or supervision or equivalent.

8 20.5.3.17 Two (2) years CalWORKs and/or WTW experience, is
9 required which may be concurrent with the requirement in Subparagraph
10 20.5.3.16 above.

11 20.5.4 One (1) Training Manager:

12 Duties:

13 20.5.4.1 Responsible for the training and development of
14 all CONTRACTOR staff participating under this Agreement.

15 20.5.4.2 Develops all training required by CONTRACTOR.

16 20.5.4.3 Conduct and monitor all CONTRACTOR required
17 training such as compliance training and HR reports.

18 20.5.4.4 Manage new hire orientation and process new hire
19 paperwork.

20 20.5.4.5 Assist Program Director and Supervisors in the
21 development of procedures based on local, State, and federal guidelines and
22 requirements of this Agreement.

23 ~~20.5.4.6 Train all new Career Consultants and Job
24 Developers.~~

25 20.5.4.7 Responsible for all HR functions.

26 20.5.4.8 Motivate CONTRACTOR staff and tailor learning
27 activities to meet group and individual needs.

28 20.5.4.9 Develop and implement a feedback and improvement

1 system to ensure training meets the needs of ADMINISTRATOR.

2 Qualifications:

3 20.5.4.10 Bachelor's Degree, preferably in a human
4 services related field or a minimum of three (3) years training experience in
5 management or supervision or equivalent.

6 20.5.4.11 Two (2) years CalWORKs and/or WTW experience, is
7 required which may be concurrent with the requirement in Subparagraph
8 20.5.4.10 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 ~~supervisory~~
28 in management or supervision ~~or equivalent~~.

1 20.5.6.11 Two (2) years CalWORKs and/or WTW experience, is
2 required which may be concurrent with the requirement in Subparagraph
3 20.5.6.10 above.

4 20.5.7 One (1) Subcontract Manager:

5 Duties:

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

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

10 20.5.7.3 Conduct subcontractor site visits.

11 20.5.7.4 Implement corrective action plans as needed.

12 20.5.7.5 Manage customer complaint processes and
13 reporting.

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

16 Qualifications:

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

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

23 20.5.8 Ten (10) Supervisors:

24 Duties:

25 20.5.8.1 Supervise CONTRACTOR staff; provide performance
26 feedback and assessment.

27 20.5.8.2 Assist in developing and defining project goals
28 and objectives.

1 20.5.8.3 Prioritize assignments, train and develop
2 CONTRACTOR staff while implementing policies and procedures.

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

6 20.5.8.5 Develop and apply methods to monitor, review and
7 improve work quality.

8 20.5.8.6 Implement corrective action plans as needed.

9 20.5.8.7 Oversee monthly statistical reports.

10 20.5.8.8 Ensure program quality and integrity.

11 20.5.8.9 Recruit and hire new CONTRACTOR staff.

12 Qualifications:

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

16 20.5.8.11 Supervisory experience is preferred.

17 20.5.9 Four (4) Job Developers

18 Duties:

19 20.5.9.1 Responsible for developing relationships with
20 employers and local businesses.

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

24 20.5.9.3 Develop working relationships with employers to
25 ensure that employers will hire and promote CalWORKs Participants.

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

1 20.5.9.5 Develop a system for communicating job
2 opportunities to Participants.

3 20.5.9.6 Work cooperatively with community job
4 developers.

5 Qualifications:

6 20.5.9.7 Bachelor's Degree, preferably in a human
7 services related field, or equivalent and/or one (1) to three (3) years human
8 services related experience or equivalent.

9 20.5.9.8 Experience working with the CalWORKs or WTW
10 programs is required.

11 20.5.9.9 Experience in job recruitment preferred.

12 20.5.10 Forty-Four (4044) Career Consultants:

13 Duties:

14 20.5.10.1 Facilitate job search and life skills workshops
15 in a motivational, professional, educational, and cooperative environment to
16 maximize employment success.

17 20.5.10.2 Create, update, and maintain Participant file.

18 20.5.10.3 Responsible for documentation, service delivery,
19 outcomes and action plans.

20 20.5.10.4 Communicate with WTW Staff via completed
21 referral forms, emails, and phone calls.

22 20.5.10.5 Conducts Participant outreach through phone
23 calls, mailings, or home visits.

24 20.5.10.6 Responsible for ensuring the consistency of
25 service delivery to the Participant.

26 20.5.10.7 Compiles monthly service delivery reports.

27 20.5.10.8 Assists in establishing employment and
28 educational goals and provides services which assist Participants in

1 overcoming barriers.

2 20.5.10.9 Meets with community employers to develop
3 employment opportunities.

4 20.5.10.10 Maintain attendance records by documenting
5 mandatory participation hours and progress.

6 20.5.10.11 Facilitate educational and motivational
7 CalWORKs orientations.

8 20.5.10.12 Responsible for providing support services and
9 consultations to referred Participants.

10 Qualifications:

11 20.5.10.13 Bachelor's Degree, preferably in a human
12 services related field or equivalent and/or one (1) to three (3) years human
13 services related experience or equivalent.

14 20.5.10.14 Experience working with the CalWORKs or WTW
15 Programs is required.

16 20.5.11 Nine (9) Lead Career Consultants:

17 Duties:

18 20.5.11.1 Facilitate job search and life skills workshops
19 in a motivational, professional, educational, and cooperative environment to
20 maximize employment success.

21 20.5.11.2 Create, update, and maintain Participant file.

22 20.5.11.3 Responsible for documentation, service delivery,
23 outcomes and action plans.

24 20.5.11.4 Communicate with WTW Staff via completed
25 referral forms, emails, and phone calls.

26 20.5.11.5 Conducts Participant outreach through phone
27 calls, mailings, or home visits.

28 20.5.11.6 Responsible for ensuring the consistency of

1 service delivery to the Participant.

2 20.5.11.7 Compiles monthly service delivery reports.

3 20.5.11.8 Assists in establishing employment and
4 educational goals and provides services which assist Participants in
5 overcoming barriers.

6 20.5.11.9 Meets with community employers to develop
7 employment opportunities.

8 20.5.11.10 Maintain attendance records by documenting
9 mandatory participation hours and progress.

10 20.5.11.11 Facilitate educational and motivational
11 CalWORKs orientations.

12 20.5.11.12 Responsible for providing support services and
13 consultations to referred Participants.

14 20.5.11.13 Ensure training is conducted when appropriate
15 and implement cross training for CONTRACTOR staff development and operational
16 strength.

17 20.5.11.14 Ensure program quality and integrity.

18 20.5.11.15 Prioritize assignments, train, and develop
19 CONTRACTOR staff while implementing policies and procedures.

20 Qualifications:

21 20.5.11.16 Bachelor's Degree, preferably in a human
22 services related field or equivalent and/or one (1) to three (3) years human
23 services related experience or equivalent.

24 20.5.11.17 Experience working with the CalWORKs or WTW
25 Programs is required.

26 20.5.12 Five (5) Account Specialists:

27 Duties:

28 20.5.12.1 Develop, monitor, and compile all required

1 statistical monthly reports.

2 20.5.12.2 Measure contract performance and present
3 statistical reports to managers and supervisors.

4 20.5.12.3 Ensure statistical reporting integrity through
5 review and oversight.

6 20.5.12.4 Prepare and compile back-up documentation for
7 file and audit purposes.

8 20.5.12.5 Prepare and/or verify invoices for accuracy and
9 completeness.

10 20.5.12.6 Assist in preparing and maintaining the budgets
11 and maintaining for this Agreement.

12 20.5.12.7 Implement policies and procedures to ensure
13 quality financial systems are in place.

14 20.5.12.8 Develop reporting mechanisms to track
15 expenditures.

16 20.5.12.9 Forecast expenditures used in planning
17 project-wide operations and program specific activities.

18 20.5.12.10 Communicate with Program Director and Finance
19 Manager regarding budgets, billing, and financial related matters.

20 20.5.12.11 Prepare billing for ADMINISTRATOR.

21 20.5.12.12 Assist during financial review of program
22 expenditures, and prepare responses to monitoring reports.

23 20.5.12.13 Perform additional duties as assigned.

24 Qualifications:

25 20.5.12.14 Bachelor's Degree, preferably in a related
26 field or high school diploma or equivalent or a minimum of one (1) year
27 experience in CalWORKs or WTW.

28 20.5.12.15 Financial and statistical analysis background

1 experience is preferred.

2 20.5.13 Six (6) Administrative Assistants:

3 Duties:

4 20.5.13.1 Receive incoming calls, faxes and referrals and
5 disseminate information to appropriate staff.

6 20.5.13.2 Provide general information regarding services
7 provided, locations, directions, and other miscellaneous information to
8 callers and walk-ins.

9 20.5.13.3 Greet Participants and on-site visitors, monitor
10 visitor access, and guide visitors to the appropriate personnel or location.

11 20.5.13.4 Perform clerical duties, assist with various
12 tasks, and record information in appropriate files.

13 20.5.13.5 Provide administrative support to program
14 supervisors.

15 Qualifications:

16 20.5.13.6 High school diploma and/or General Education
17 Diploma (GED); or ~~three (3) to six (6) months~~ related experience in a human
18 services field ~~and/or training in an~~ office setting.

19 20.6 ADMINISTRATOR may approve modifications to minimum qualifications
20 for any staff position set forth in this Paragraph 20 on a case-by-case basis,
21 if modification is deemed by ADMINISTRATOR to be in the best interests of
22 COUNTY.

23 21. HOURS OF OPERATION

24 21.1 CONTRACTOR shall provide service hours that are responsive to the
25 needs of the target population in the region, as determined by ADMINISTRATOR.
26 At a minimum, CONTRACTOR shall provide services during business days Monday
27 through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as
28 established by the Orange County Board of Supervisors. In addition,

1 CONTRACTOR shall address the expanded work hours of operation during the
2 evening and on weekends that may be required to provide services to
3 Participants.

4 21.2 COUNTY's holiday schedule is as follows: New Year's Day, Martin
5 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
6 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
7 Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior,
8 written approval from ADMINISTRATOR for any closure outside of COUNTY's
9 holiday schedule. Any unauthorized closure shall be deemed a material breach
10 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

~~A SUBSIDIARY OF RESCARE, INC.~~

~~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

1 of the workplace, including other employees, nor shall it be published, or used by any employee,
2 except for purposes directly connected with the administration of ADMINISTRATOR's
3 programs as set forth in the California Welfare and Institutions Code, or pursuant to an order of a
4 judge of the Juvenile Court.

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

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

14 _____
15 Employee's Printed Name

16 _____
17 Employee's Signature

18 _____
19 Date

20 _____
21 Supervisor's Printed Name

22 _____
23 Supervisor's Signature

24 _____
25 Date