

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

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

THIS AGREEMENT, entered into this 1st day of July 2014, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "ADMINISTRATOR," and ARBOR E & T, LLC, a subsidiary of ResCare, Inc., 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 are authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Section 11200 et seq., also known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act of 1997.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

TABLE OF CONTENTS

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

Page

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

1	<u>Exhibit A</u>	
2	1. PROGRAM GOALS AND OBJECTIVE	1
3	2. REFERRALS	2
4	3. ORIENTATION	2
5	4. JOB SERVICES	3
6	5. MOTIVATION TECHNIQUES AND PROGRAM INFORMATION	10
7	6. WORK PARTICIPATION REQUIREMENTS	11
8	7. REPORTING REQUIREMENTS	12

9	<u>Exhibit B</u>	
10	1. PROGRAM GOALS AND OBJECTIVE	1
11	2. SERVICES TO BE PROVIDED	2
12	3. REFERRALS	11
13	4. REPORTING REQUIREMENTS	11
14	5. MONTHLY REPORTS	12

15	<u>Exhibit C</u>	
16	1. POPULATION TO BE SERVED	1
17	2. PRINCIPLES	2
18	3. ENGAGEMENT/RE-ENGAGEMENT OUTREACH AND STRATEGIES	2
19	4. QUALITY CONTROL	4
20	5. CASE RECORDS	5
21	6. COORDINATION	6
22	7. FORMS	6
23	8. STATEMENT OF NEED	7
24	9. COMMUNITY OUTREACH	7
25	10. FAITH-BASED ORGANIZATIONS (FBO)	8
26	11. PROGRAMMATIC PARTICIPATION	8
27	12. PERFORMANCE MONITORING AND REVIEWS	8
28	13. HANDLING COMPLAINTS	9
	14. FORMAL GRIEVANCE PROCESS AND STATE HEARING	10
	15. WELFARE FRAUD INVESTIGATION REFERRALS	10
	16. OUTSIDE CONTACTS	10
	17. FACILITIES	11
	18. EQUIPMENT AND FURNISHINGS	13
	19. BUDGET	14
	20. STAFF	18
	21. HOURS OF OPERATION	33

1 1. TERM

2 The term of this Agreement shall commence on July 1, 2014, and terminate
3 on June 30, 2015, unless earlier terminated pursuant to the provisions of
4 Paragraph 45 of this Agreement; however, CONTRACTOR shall be obligated to
5 perform such duties as would normally extend beyond this term, including but
6 not limited to obligations with respect to indemnification, audits, reporting
7 and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
8 extend the term of this Agreement, for up to twelve (12) additional months
9 upon the same terms and conditions, provided that COUNTY's maximum obligation
10 as stated in Subparagraph 21.1 of this Agreement does not increase as a
11 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 Assessment: An evaluation of employability and the need for
22 support services considering work history; employment knowledge, skills, and
23 abilities; education; educational competency level; and local labor market
24 conditions; physical limitations; or behavioral conditions.

25 3.2 Barriers to Employment: Circumstances that interfere with Welfare-
26 To-Work (WTW) participation, employment, or job search.

27 3.3 CalWORKs: California Work Opportunity and Responsibility to Kids
28 Act of 1997 as described in California WIC Section 11200 et seq.

1 3.4 CalWORKs Assistance: The CalWORKs financial assistance payment.

2 3.5 CalWORKs Federal: WTW activities outside of the CalWORKs (State)
3 WTW 24-Month Time Clock that meet Federal work requirements and must conform
4 to Federal core and non-core hourly requirements as described in WIC Sections
5 11322.8(b) and 11322.85(a)(3).

6 3.6 CalWORKs (State) Activities: The full range of CalWORKs WTW
7 activities during the CalWORKs (State) WTW 24-Month Time Clock with no core
8 hourly requirement.

9 3.7 CalWORKs (State) WTW 24-Month Time Clock: A WTW time clock
10 applicable to all individuals who are required to participate in the
11 CalWORKs/WTW program pursuant to State regulations.

12 3.8 Career Consultant: An employee of CONTRACTOR who is responsible
13 for accepting all Employment Support Services referrals, and is responsible
14 for documentation, service delivery, outcomes, action plans, and provides
15 ongoing support to all participants, as referred by WTW staff.

16 3.9 Cause Determination: A determination of good cause that is
17 conducted when a participant fails or refuses to meet WTW program
18 requirements.

19 3.10 Compliance Plan: A written plan developed by the Case Manager
20 during the Cause Determination interview to correct participant non-compliance
21 with CalWORKs/WTW program requirements.

22 3.11 Computer Information System: ADMINISTRATOR's on-line system that
23 records participant activities, participation, progress, and payments for
24 supportive services.

25 3.12 Domestic Abuse Services Unit (DASU): Employees of ADMINISTRATOR
26 assigned to provide domestic abuse services to participants, consisting of WTW
27 staff and Senior Social Workers.

28 3.13 Earned Income Tax Credit (EITC): A tax credit available to people

1 who have earned income and meet the eligibility criteria as outlined in the
2 Department of the Treasury, Internal Revenue Service Publication 596.

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

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

10 3.16 Job Placement: Employment of WTW participants during their
11 assignment to Job Services as defined by COUNTY policy.

12 3.17 Job Services: A four (4) week WTW program that consists of open-
13 entry group workshops and active job search.

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

19 3.19 Participants: Recipients of CalWORKs financial assistance
20 benefits who are required to participate, or have voluntarily enrolled, in the
21 WTW program pursuant to State regulations.

22 3.20 Personal Empowerment Program (PEP): A ten (10) week class for
23 domestic abuse victims and their families, as well as for perpetrators of
24 domestic abuse. Classes are offered at domestic abuse shelters.

25 3.21 Post-placement Participants: Participants who are currently
26 employed at least thirty-two (32) hours per week for all other assistance
27 units or thirty-five (35) hours per week for Two (2) Parent Assistance Units,
28 meeting required WTW participation hours through unsubsidized employment and

1 remain on aid.

2 3.22 Pre-placement Participants : Those participants who are not
3 employed at least thirty-two (32) hours per week for all other assistance
4 units or thirty-five (35) hours per week for Two (2) Parent Assistance Units.

5 3.23 Recipients: Persons receiving CalWORKs financial assistance.

6 3.24 Supportive Services: Payments provided to or on behalf of WTW
7 participants for ancillary, child care, and transportation expense costs.

8 3.25 Unsubsidized Employment: Employment without government subsidy.

9 3.26 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act
10 which requires parents or caretakers in families on CalWORKs assistance,
11 unless exempted, to meet work requirements by participating in WTW activities
12 with a goal of unsubsidized employment leading to self-sufficiency.

13 3.27 Workforce Investment Act (WIA): Established under the Federal
14 Workforce Investment Act (WIA) of 1998 to provide activities designed to
15 increase the employment, retention, and earnings of participants, and increase
16 attainment of occupational skills by participants. Activities authorized by
17 WIA are provided at the local level via the One-Stop Centers to individuals in
18 need of those services, including job seekers, dislocated workers, youth,
19 incumbent workers, new entrants to the workforce, veterans, persons with
20 disabilities and employers.

21 3.28 WTW Activities: Allowable activities to which a participant may
22 be assigned.

23 3.29 Welfare-To-Work (WTW) Case Manager: An employee of ADMINISTRATOR
24 or other COUNTY contractor who provides case management services to ongoing
25 participants.

26 3.30 Welfare-To-Work (WTW) Staff: ADMINISTRATOR's staff and other
27 contracted staff with the authority to refer participants for services as
28 defined by COUNTY policy.

1 3.31 Work-Participation: The number of hours per week a participant is
2 required to engage in WTW activities, based on Federal and State requirements.

3 3.32 Worksite Provider: Public, non-profit and for-profit
4 businesses where participants may perform their WTW activity. The Worksite
5 Provider may or may not be the employer of record in the subsidized employment
6 program.

7 4. STATUS OF CONTRACTOR

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

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

19 5. DESCRIPTION OF SERVICES, STAFFING

20 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
21 and supplies as described in the Exhibits to the Agreement Between County of
22 Orange and ARBOR E & T, LLC, a subsidiary of ResCare, Inc., for the Provision
23 of Job Services and Employment Support Services, attached hereto and
24 incorporated herein by reference: Exhibit "A" relating to Job Services,
25 Exhibit "B" relating to Employment Support Services, Exhibit "C" relating to
26 Service Conditions and Exhibit "D" relating to Agreement to Comply with the
27 County of Orange Social Services Agency Information Technology Security and
28 Usage Policy. CONTRACTOR shall operate continuously throughout the term of

1 this Agreement with the number and type of staff described and as required for
2 provision of services hereunder.

3 5.2 Subject to thirty (30) days advance notice, ADMINISTRATOR may
4 require changes in staffing allocations to reflect current workload demands or
5 service needs as long as COUNTY's maximum obligation as set forth in this
6 Agreement is not exceeded.

7 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
8 appropriate staff to attend an orientation session and subsequent training
9 sessions given by COUNTY.

10 6. LICENSES AND STANDARDS

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

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

27 6.3 For federally funded Agreements in the amount of \$25,000 or more,
28 CONTRACTOR certifies that its officers and/or principles are not debarred or

1 suspended from federal financial assistance programs and/or activities.

2 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

3 7.1 Delegation and Assignment:

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

13 7.2 Subcontracts:

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

21 7.2.1 Subcontracts of \$25,000 or less:

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

1 the organization(s) providing the services.

2 7.2.2 Subcontracts in excess of \$25,000:

3 CONTRACTOR shall develop and submit for approval to
4 ADMINISTRATOR a system for the procurement of subcontracts with any
5 organization in which the total cumulative cost of services provided by any
6 single organization is anticipated to exceed twenty-five thousand dollars
7 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed
8 procurement system shall take into consideration such factors as: degree of
9 price competition; pricing policies and techniques; experience and quality of
10 service; methods of evaluating subcontractor responsibility; relationship of
11 subcontractor to CONTRACTOR; planning, award, and post award management of
12 subcontracts, including internal audit procedures and monitoring of
13 subcontractor's performance until completion of services.

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

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

1 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

2 8.1 Form of Business Organization:

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

7 8.1.1 The form of CONTRACTOR's business organization, e.g.,
8 proprietorship, partnership, corporation, etc.

9 8.1.2 A detailed statement indicating the relationship of
10 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
11 individual.

12 8.1.3 A detailed statement indicating the relationship of
13 CONTRACTOR to any subsidiary business organization or to any individual who
14 may be providing services, supplies, material or equipment to CONTRACTOR or in
15 any manner does business with CONTRACTOR under this Agreement.

16 8.2 Change in Form of Business Organization:

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

24 8.3 Real Property Disclosure:

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

1 to the provision of services under this Agreement:

2 8.3.1 The location by street address and city of any such real
3 property.

4 8.3.2 The fair market value of any such real property as such
5 value is reflected on the most recently issued County Tax Collector's tax
6 bill.

7 8.3.3 A detailed description of all existing and pending
8 agreements, with respect to the use or occupation of any such real property.
9 Such description shall include, but not be limited to:

10 8.3.3.1 The term duration of any rental, lease or
11 license agreement;

12 8.3.3.2 The amount of monetary consideration to be paid
13 to the lessor or licensor over the term of the rental, lease or license
14 agreement;

15 8.3.3.3 The type and dollar value of any other
16 consideration to be paid to the lessor or licensor; and

17 8.3.3.4 The full names and addresses of all parties to
18 any agreement concerning the real property and a listing of liens (if any)
19 thereof, together with a listing by full names and addresses of all officers,
20 directors and stockholders of any private corporation and a similar listing of
21 all general and limited partners of any partnership which is a party.

22 8.3.4 A listing by full names of all of CONTRACTOR's officers,
23 directors and/or partners, members of its administrative and advisory boards,
24 staff and consultants, who have any family relationship by marriage or blood
25 with a party to any agreement concerning real property referred to in
26 Subparagraph 8.3.3, immediately above, or who have any present or future
27 financial interest in such person's business, whether the entity concerned is
28 a corporation or partnership. Such listing shall also include the full names

1 of all of CONTRACTOR's officers, directors, partners and those holding a
2 financial interest. Included are members of its advisory boards, members of
3 its staff and consultants, who have any family relationship by marriage or
4 blood, to an officer, director, or stockholder of the corporation or to any
5 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
6 also indicate the names of the officers, directors, stockholders, or
7 partner(s), as appropriate, and the family relationship which exists between
8 such person(s) and CONTRACTOR's representatives listed.

9 8.3.5 True and correct copies of all agreements with respect to
10 any such real property shall be appended to the affidavit described above and
11 made a part thereof. If, during the term of this Agreement, there is a change
12 in the agreement(s) with respect to real property where persons receive
13 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
14 describing such changes.

15 9. USE OF COUNTY PROPERTY

16 9.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
17 space, office furniture, and office equipment located in any and all offices
18 and COUNTY facilities at which CONTRACTOR shall be collocated with COUNTY
19 staff pursuant to this Agreement, as is more particularly set forth in that
20 certain real estate agreement described in Subparagraph 9.2, below. As stated
21 in the lease or license agreement, said office space, office furniture, and
22 equipment shall be used solely by employees of CONTRACTOR while performing
23 their assigned duties pursuant to this Agreement.

24 9.2 CONTRACTOR shall enter into a rent-free lease or license agreement
25 with ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall execute
26 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
27 of said document to CONTRACTOR. Failure to execute the lease or license
28 agreement will result in a breach of this Agreement.

1 10. NON-DISCRIMINATION

2 10.1 In the performance of this Agreement, CONTRACTOR agrees that it
3 shall not engage nor employ any unlawful discriminatory practices in the
4 admission of participants, provision of services or benefits, assignment of
5 accommodations, treatment, evaluation, employment of personnel or in any other
6 respect on the basis of sex, race, color, ethnicity, national origin,
7 ancestry, religion, age, marital status, medical condition, sexual
8 orientation, sexual preference, physical or mental disability or any other
9 protected group in accordance with the requirements of all applicable Federal
10 or State laws.

11 10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
12 meets the lawful and applicable requirements of the Department of Health and
13 Human Services.

14 10.3 CONTRACTOR shall furnish any and all information requested by
15 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
16 books, records and accounts in order to ascertain CONTRACTOR's compliance with
17 Paragraph 10 et seq.

18 10.4 CONTRACTOR shall comply with Executive Order 11246, entitled
19 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
20 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

21 10.5 Non-Discrimination in Employment

22 10.5.1 All solicitations or advertisements for employees placed
23 by or on behalf of CONTRACTOR shall state that all qualified applicants will
24 receive consideration for employment without regard to sex, race, color,
25 ethnicity, national origin, ancestry, religion, age, marital status, medical
26 condition, sexual orientation, sexual preference, physical or mental
27 disability or any other protected group in accordance with the requirements of
28 all applicable Federal or State laws. Notices describing the provisions of the

1 equal opportunity clause shall be posted in a conspicuous place for employees
2 and job applicants.

3 10.5.2 CONTRACTOR shall refer any and all employees desirous of
4 filing a formal discrimination complaint to:

5 California Department of Social Services

6 Public Inquiry and Response Bureau

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

8 Sacramento, California 94244-2430

9 Telephone: 1-800-952-5253

10 1-800-952-8349 (For the hard of hearing)

11 10.6 Non-Discrimination in Service Delivery

12 10.6.1 CONTRACTOR shall comply with Title VI and VII of the Civil
13 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973,
14 as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act
15 of 1977, as amended, and in particular Section 272.6; Title II of the
16 Americans with Disabilities Act of 1990; California Civil Code Section 51 et
17 seq., as amended; California Government Code Sections (CGC) 11135-11139.5, as
18 amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title
19 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR
20 Section 3105A(e); the Dymally-Allatorre Bilingual Services Act (CGC Section
21 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
22 Act of 1996; and other applicable Federal and State laws, as well as their
23 implementing regulations (including Title 45 Code of Federal Regulations (CFR)
24 Parts 80, 84, and 91, Title 7 CFR Part 15, and Title 28 CFR Part 42), and any
25 other law pertaining to Equal Employment Opportunity, Affirmative Action and
26 Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR
27 shall not implement any administrative methods or procedures which would have
28 a discriminatory effect or which would violate the California Department of

1 Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21,
2 Chapter 21-100. If there are any violations of this Paragraph, CDSS shall
3 have the right to invoke fiscal sanctions or other legal remedies in
4 accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other
5 laws, or the issue may be referred to the appropriate Federal agency for
6 further compliance action and enforcement of Subparagraph 10.6 et seq.

7 10.6.2 CONTRACTOR shall provide any and all participants desirous
8 of filing a formal complaint any and all information as appropriate:

9 10.6.2.1 Pamphlet: "Your Rights Under California Welfare
10 Programs" (PUB 13)

11 10.6.2.2 Discrimination Complaint Form

12 10.6.2.3 Civil Rights Contacts:

13 County Civil Rights Contact:

14 Orange County Social Services Agency

15 Program Integrity

16 Attn: Civil Rights Coordinator

17 P.O. Box 22001

18 Santa Ana, CA 92702-2001

19 Telephone: (714) 438-8877

20 State Civil Rights Contact:

21 California Department of Social Services

22 Civil Rights Bureau

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

24 Sacramento, CA 94244-2430

25 Federal Civil Rights Contact:

26 U.S. Department of Health and Human Services

27 Office of Civil Rights

28 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
Santa Ana, CA 92701

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

With copy to:

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

And

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

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

12. NOTICE OF DELAYS

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

1 13. INDEMNIFICATION

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

15 14. INSURANCE

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

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

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

1 appropriate line of coverage. Any self-insured retention (SIR) or deductible
2 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
3 specifically be approved by the County Executive Office (CEO)/Office of Risk
4 Management.

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

7 14.5 Qualified Insurer

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

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

20 14.6 The policy or policies of insurance maintained by CONTRACTOR shall
21 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory

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

6 14.7 Required Coverage Forms

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

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

13 14.8 Required Endorsements

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

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

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

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

28 14.10 The Workers' Compensation policy shall contain a waiver of

1 subrogation endorsement waiving all rights of subrogation against the County
2 of Orange, and members of the Board of Supervisors, its elected and appointed
3 officials, officers, agents and employees.

4 14.11 All insurance policies required by this Agreement shall give the
5 County of Orange thirty (30) days' notice in the event of cancellation and ten
6 (10) days for non-payment of premium. This shall be evidenced by policy
7 provisions or an endorsement separate from the Certificate of Insurance.

8 14.12 If CONTRACTOR's Professional Liability policy is a "claims made"
9 policy, CONTRACTOR shall agree to maintain professional liability coverage for
10 two (2) years following completion of this Agreement.

11 14.13 The Commercial General Liability policy shall contain a
12 severability of interests clause also known as a "separation of insureds"
13 clause (standard in the ISO CG 00 01 policy)

14 14.14 Insurance certificates should be mailed to COUNTY at the address
15 indicated in Paragraph 11 of this Agreement.

16 14.15 If CONTRACTOR fails to provide the insurance certificates and
17 endorsements within seven (7) days of notification by CEO/County Procurement
18 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

19 14.16 COUNTY expressly retains the right to require CONTRACTOR to
20 increase or decrease insurance of any of the above insurance types throughout
21 the term of this Agreement. Any increase or decrease in insurance will be as
22 deemed by County of Orange Risk Manager as appropriate to adequately protect
23 COUNTY.

24 14.17 COUNTY shall notify CONTRACTOR in writing of changes in the
25 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
26 certificates of insurance and endorsements with COUNTY incorporating such
27 changes within thirty (30) days of receipt of such notice, this Agreement may
28 be in breach without further notice to CONTRACTOR, and COUNTY shall be

1 entitled to all legal remedies.

2 14.18 The procuring of such required policy or policies of insurance
3 shall not be construed to limit CONTRACTOR's liability hereunder nor to
4 fulfill the indemnification provisions and requirements of this Agreement, nor
5 act in any way to reduce the policy coverage and limits available from the
6 insurer.

7 15. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

8 CONTRACTOR shall report to COUNTY:

9 15.1 Any accident or incident relating to services performed under this
10 Agreement which involves injury or property damage which may result in the
11 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
12 shall be made in writing within twenty-four (24) hours of occurrence.

13 15.2 Any third party claim or lawsuit filed against CONTRACTOR arising
14 from or related to services performed by CONTRACTOR under this Agreement.
15 Such report shall be submitted to COUNTY within twenty-four (24) hours of
16 occurrence.

17 15.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
18 property. Such report shall be submitted to COUNTY within twenty-four (24)
19 hours of occurrence.

20 15.4 Any loss, disappearance, destruction, misuse, or theft of any kind
21 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
22 under the term of this Agreement. Such report shall be submitted to COUNTY
23 within twenty-four (24) hours of occurrence.

24 16. CONFLICT OF INTEREST

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

1 work hereunder.

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

7 17. ANTI-PROSELYTISM PROVISION

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

12 18. SUPPLANTING GOVERNMENT FUNDS

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

22 19. EQUIPMENT

23 19.1 All items purchased with funds provided under this Agreement, or
24 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
25 at least five thousand dollars (\$5,000.00), including sales tax, shall be
26 considered Capital Equipment. Title to all items of Capital Equipment
27 purchased vests and will remain in COUNTY as such shall be designated by
28 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the

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

5 CONTRACTOR further agrees to the following:

6 19.1.1 To maintain all items of Capital Equipment in good working
7 order and condition, normal wear and tear excepted.

8 19.1.2 To label all items of Capital Equipment, do periodic
9 inventories as required by ADMINISTRATOR and to maintain an inventory list
10 showing where and how the Capital Equipment is being used, in accordance with
11 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
12 ADMINISTRATOR within ten (10) days of any request therefor.

13 19.1.3 To report in writing to ADMINISTRATOR immediately after
14 discovery, the loss or theft of any items of Capital Equipment. For stolen
15 items, the local law enforcement agency must be contacted and a copy of the
16 police report submitted to ADMINISTRATOR.

17 19.1.4 To purchase a policy or policies of insurance covering
18 loss or damage to any and all Capital Equipment purchased under this
19 Agreement, in the amount of the full replacement value thereof, providing
20 protection against the classification of fire, extended coverage, vandalism,
21 malicious mischief and special extended perils (all risks) covering the
22 parties' interests as they appear.

23 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be
24 requested in writing, shall require the prior written approval of
25 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
26 appropriate and directly related to CONTRACTOR's service or activity under the
27 terms of this Agreement. COUNTY may refuse reimbursement for any costs
28 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,

1 if prior written approval has not been obtained from ADMINISTRATOR.

2 19.3 Personal Computer Equipment:

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

11 19.4 COUNTY intends to permit CONTRACTOR the use of computer equipment
12 provided by ADMINISTRATOR. Said computer equipment shall be used solely by
13 employees of CONTRACTOR while performing their assigned duties pursuant to
14 this Agreement and shall remain the property of COUNTY. Upon request,
15 CONTRACTOR shall enter into a separate computer usage agreement with
16 ADMINISTRATOR, attached hereto as Exhibit D, regarding information security
17 and use of computer equipment provided by ADMINISTRATOR, and will execute all
18 terms and conditions of said agreement upon ADMINISTRATOR's presentation of
19 said document to CONTRACTOR. Upon execution, the terms of the computer usage
20 agreement shall be incorporated into this Agreement. CONTRACTOR shall be
21 required to complete information security and computer usage training provided
22 by ADMINISTRATOR. Failure to execute the agreement and/or complete training
23 shall result in a breach of this Agreement.

24 20. BREACH SANCTIONS

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

1 Agreement:

2 20.1 Afford CONTRACTOR a time period within which to cure the breach,
3 which period shall be established by ADMINISTRATOR; and/or

4 20.2 Discontinue reimbursement to CONTRACTOR for and during the period
5 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
6 later recovery; and/or

7 20.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
8 COUNTY those monies disallowed pursuant to Subparagraph 20.2, above.

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

11 21. PAYMENTS

12 21.1 Maximum Contractual Obligation:

13 The maximum obligation of COUNTY under this Agreement shall not
14 exceed the amount of \$11,786,712, or actual allowable costs, whichever is
15 less.

16 21.2 Allowable Costs:

17 During the term of this Agreement, COUNTY shall pay CONTRACTOR
18 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
19 pursuant to this Agreement, as defined in Title 48 CFR 31.2 or as approved by
20 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
21 for anticipated allowable costs that will be incurred by CONTRACTOR for June
22 2015 during the months of such anticipated expenditure.

23 21.3 CONTRACTOR's Fees:

24 CONTRACTOR shall be paid \$156,787.16 monthly in arrears, for each
25 month or any portion thereof that this Agreement is in effect for a total
26 aggregate of \$1,881,446. It is mutually understood that the fees specified in
27 this Paragraph shall fully compensate CONTRACTOR for general and
28 administrative and/or overhead costs, and/or any other indirect costs and that

1 any such costs not specified in Paragraph 19 of Exhibit C to this Agreement at
2 the time this Agreement is entered into shall not be reimbursed under this
3 Agreement. CONTRACTOR's Fees are part of and not in addition to the maximum
4 obligation of COUNTY as stated in Subparagraph 21.1 above.

5 21.4 Claims:

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

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

23 21.4.3 Payments should be released by COUNTY within a reasonable
24 time period of approximately thirty (30) days after receipt of a correctly
25 completed claim form and required supporting documentation.

26 21.4.4 Final Claim/Settlement:

27 21.4.4.1 Final claims for the term of July 1, 2014
28 through June 30, 2015, must be received no later than August 30, 2015 at 5:00

1 p.m.

2 21.4.4.2 Claims received after the date specified in
3 Subparagraph 21.4.4.1 may not be reimbursed. ADMINISTRATOR may, in its sole
4 discretion, modify the date upon which the final claim must be received, upon
5 notice to CONTRACTOR.

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

15 21.4.6 Seventy-Five Percent Expenditure Notification:

16 CONTRACTOR shall maintain a system of record keeping that
17 will allow CONTRACTOR to determine when it has incurred seventy-five percent
18 (75%) of the total contract authorizations under this Agreement.

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

21 21.4.7 Financial Penalties for Underperformance

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

25 21.4.7.2 Quarterly periods are defined as: July 1
26 through September 30; October 1 through December 31; January 1 through March
27 31; and April 1 through June 30. The financial penalties will be assessed for
28 each quarterly period in which the average is less than the percentage

specified in Table 1 below of Job Services participants that are placed in employment; or the average starting wage is less than the amount specified in Table 2 below of those placed in employment. The financial penalty for the quarter of underperformance will be equal to the percentage specified in the tables below of the quarterly maximum obligation amount; one or both penalties may be levied in a single quarter.

///

///

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 overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the

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

8 ///

9 23. OUTSTANDING DEBT

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

13 24. REVENUE

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

21 25. PROGRAM INCOME

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

27 25.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed
28 Program Income;

1 25.2 Set up and maintain a separate bank account for any proposed
2 Program Income and account for any and all such income received; and

3 25.3 Report to ADMINISTRATOR any and all Program Income received no
4 later than thirty (30) days from the date of receipt; record the amount
5 received on internal financial records; and indicate the amount received on
6 the monthly claim submitted to ADMINISTRATOR.

7 25.4 ADMINISTRATOR will then forward the plan for the requested use of
8 the proposed Program Income to the appropriate State and/or Federal agencies
9 for approval.

10 25.5 CONTRACTOR shall not spend any of the proposed Program Income
11 unless or until such time as ADMINISTRATOR obtains authorization for the use
12 of the Program Income from the responsible State and/or Federal agency and
13 provides CONTRACTOR with prior written approval for the use of the funds.

14 25.6 ADMINISTRATOR may issue future policy statements and/or
15 instructions with respect to Program Income. CONTRACTOR shall immediately
16 comply with such policy statements and/or instructions.

17 26. FINAL REPORT

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

23 27. INDEPENDENT AUDIT

24 27.1 CONTRACTOR shall employ a licensed certified public accountant who
25 shall prepare and file with ADMINISTRATOR, a compliance audit in accordance
26 with CDSS MPP Section 23-640.2. The audit must be performed in accordance
27 with generally accepted government auditing standards. CONTRACTOR shall
28 cooperate with COUNTY, State and/or Federal agencies to ensure that corrective

1 action is taken within six (6) months after issuance of all audit reports with
2 regard to audit exceptions.

3 27.2 It is mutually understood that CONTRACTOR's review periods cover
4 fiscal years beginning January 1 through December 31. CONTRACTOR shall
5 provide ADMINISTRATOR its organization-wide audits within fourteen calendar
6 (14) days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this
7 Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under
8 this or any other subsequent Agreement with CONTRACTOR until such time as the
9 required audits are provided to ADMINISTRATOR. ADMINISTRATOR may modify the
10 date upon which the independent audits must be received, upon notice to
11 CONTRACTOR.

12 28. RECORDS, INSPECTIONS AND AUDITS

13 28.1 Financial Records:

14 28.1.1 CONTRACTOR shall prepare and maintain accurate and
15 complete financial records. Financial records shall be retained, by
16 CONTRACTOR, for a minimum of five (5) years from the date of final payment
17 under this Agreement or until all pending ADMINISTRATOR, State and Federal
18 audits are completed, whichever is later.

19 28.1.2 CONTRACTOR shall establish and maintain reasonable
20 accounting, internal control and financial reporting standards in conformity
21 with generally accepted accounting principles established by the American
22 Institute of Certified Public Accountants and to the satisfaction of
23 ADMINISTRATOR.

24 28.2 Participant Records:

25 28.2.1 CONTRACTOR shall prepare and maintain accurate and
26 complete records of participants, and dates and type of services provided
27 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

28 28.2.2 All participant records related to services provided under

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

7 28.2.3 COUNTY may refuse payment for a claim if participant
8 records are determined by COUNTY to be incomplete or inaccurate. In the event
9 participant records are determined to be incomplete or inaccurate after
10 payment has been made, COUNTY may treat such payment as an overpayment within
11 the provisions of this Agreement.

12 28.3 Public Records:

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

18 28.4 Inspections and Audits:

19 28.4.1 The Department of Health and Human Services, Comptroller
20 General of the United States, Director of the California Department of Social
21 Services, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller
22 and Internal Audit Department, or any of their authorized representatives,
23 shall have access to any books, documents, papers and records, including
24 medical records, of CONTRACTOR which any of them may determine to be pertinent
25 to this Agreement for the purpose of financial monitoring. Further, all the
26 above mentioned persons have the right at all reasonable times to inspect or
27 otherwise evaluate the work performed or being performed under this Agreement
28 and the premises in which it is being performed.

1 28.4.2 CONTRACTOR shall make available its books and financial
2 records within the borders of Orange County within ten (10) days after receipt
3 of written demand by ADMINISTRATOR.

4 28.4.3 In the event CONTRACTOR does not make available its books
5 and financial records within the borders of Orange County, CONTRACTOR agrees
6 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
7 designee, necessary to obtain CONTRACTOR's books and financial records.

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

13 28.5 Evaluation Studies:

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

17 29. PERSONNEL DISCLOSURE

18 29.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
19 all personnel providing services hereunder, including resumes and job
20 applications. Changes to the list will be immediately provided to
21 ADMINISTRATOR in writing, along with a copy of a resume and/or job
22 application. The list shall include:

23 29.1.1 Names of all full or part-time personnel by title,
24 including volunteer personnel, whose direct services are required to provide
25 the programs described herein;

26 29.1.2 A brief description of the functions of each position and
27 the hours each person works each week, or for part-time personnel each day or
28 month, as appropriate;

1 29.1.3 The professional degree, if applicable, and experience
2 required for each position; and

3 29.1.4 The language skill, if applicable, for all personnel.

4 29.2 Where authorized by law, CONTRACTOR shall conduct, at no cost to
5 ADMINISTRATOR, criminal record background checks on all employees and/or
6 volunteers who will provide services under this Agreement.

7 29.3 CONTRACTOR warrants that all persons employed or otherwise
8 assigned by CONTRACTOR to provide services under this Agreement have
9 satisfactory past work records and/or reference checks indicating their
10 ability to perform the required duties and accept the kind of responsibility
11 anticipated under this Agreement. CONTRACTOR shall maintain records of
12 background investigations and reference checks undertaken and coordinated by
13 CONTRACTOR for each employee and/or volunteer assigned to provide services
14 under this Agreement for a minimum of five (5) years from the date of final
15 payment under this Agreement or until all pending County, State and Federal
16 audits are completed, whichever is later, in compliance with all applicable
17 laws.

18 29.4 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
19 arrest and/or subsequent conviction, for offenses other than minor traffic
20 offenses, of any paid employee and/or volunteer staff performing services
21 under this Agreement, when such information becomes known to CONTRACTOR.
22 ADMINISTRATOR may determine whether such employee and/or volunteer may
23 continue to provide services under this Agreement and shall provide notice of
24 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
25 with ADMINISTRATOR's decision shall be deemed a material breach of this
26 Agreement, pursuant to Paragraph 20, above.

27 29.5 COUNTY has the right to approve or disapprove all of CONTRACTOR's
28 staff performing work hereunder and any proposed changes in CONTRACTOR's

1 staff.

2 29.6 COUNTY shall have the right to require CONTRACTOR to remove any
3 employee from the performance of services under this Agreement. At the
4 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

5 29.7 CONTRACTOR shall notify the COUNTY immediately when staff is
6 terminated for cause from working on this Agreement.

7 29.8 Disqualification, if any, of CONTRACTOR staff, pursuant to
8 Paragraph 29, shall not relieve CONTRACTOR of its obligation to complete all
9 work in accordance with the term and conditions of this Agreement.

10 30. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 31. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

11 (c) a certification that CONTRACTOR has fully complied with all
12 applicable Federal and State reporting requirements regarding its
13 employees; and

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

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

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

27 32. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

28 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to

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

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

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

18 34. CONFIDENTIALITY

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

24 34.2 All records and information concerning any and all persons
25 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
26 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
27 volunteers. CONTRACTOR shall require all of its employees, agents,
28 subcontractors and volunteer staff who may provide services for CONTRACTOR

1 under this Agreement to sign an agreement with CONTRACTOR before commencing
2 the provision of any such services, to maintain the confidentiality of any and
3 all materials and information with which they may come into contact, or the
4 identities or any identifying characteristics or information with respect to
5 any and all participants referred to CONTRACTOR by COUNTY, except as may be
6 required to provide services under this Agreement or to those specified in
7 this Agreement as having the capacity to audit CONTRACTOR, and as to the
8 latter, only during such audit. CONTRACTOR shall comply with any audits
9 specified in Paragraph 28, provide reports and any other information required
10 by COUNTY in the administration of this Agreement, and as otherwise permitted
11 by law.

12 34.3 CONTRACTOR shall inform all of its employees, agents,
13 subcontractors, volunteers and partners of this provision and that any person
14 knowingly and intentionally violating the provisions of said State law may be
15 guilty of a crime.

16 34.4 CONTRACTOR agrees that any and all subcontracts entered into shall
17 be subject to the confidentiality requirements of this Agreement.

18 35. COPYRIGHT ACCESS

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

23 36. WAIVER

24 No delay or omission by either party hereto to exercise any right or
25 power accruing upon any noncompliance or default by the other party with
26 respect to any of the terms of this Agreement shall impair any such right or
27 power or be construed to be a waiver thereof. A waiver by either of the
28 parties hereto of any of the covenants, conditions, or agreements to be

1 performed by the other shall not be construed to be a waiver of any succeeding
2 breach thereof or of any other covenant, condition or agreement herein
3 contained.

4 37. PETTY CASH

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

7 38. PUBLICITY

8 38.1 Information and solicitations, prepared and released by
9 CONTRACTOR, concerning the services provided under this Agreement, shall state
10 that the program, wholly or in part, is funded through County, State and
11 Federal government funds.

12 38.2 CONTRACTOR shall not disclose any details in connection with this
13 Agreement to any person or entity except as may be otherwise provided
14 hereunder or required by law. However, in recognizing CONTRACTOR's need to
15 identify its services and related participants to sustain itself, COUNTY shall
16 not inhibit CONTRACTOR from publishing its role under this Agreement within
17 the following conditions:

18 38.2.1 CONTRACTOR shall develop all publicity material in a
19 professional manner; and

20 38.2.2 During the term of this Agreement, CONTRACTOR shall not,
21 and shall not authorize another to, publish or disseminate any commercial
22 advertisements, press releases, feature articles, or other materials using the
23 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
24 unreasonably withhold written consent.

25 39. COUNTY RESPONSIBILITIES

26 ADMINISTRATOR will provide consultation and technical assistance, and
27 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.
28

1 40. REPORTS

2 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR
3 to complete any State-required reports related to the services provided under
4 this Agreement.

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

10 ///

11 41. ENERGY EFFICIENCY STANDARDS

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

15 42. ENVIRONMENTAL PROTECTION STANDARDS

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

22 42.1 No facility to be utilized in the performance of the proposed
23 grant has been listed on the EPA List of Violating Facilities;

24 42.2 It will notify COUNTY prior to award, of the receipt of any
25 communication from the Director, Office of Federal Activities, U.S. EPA,
26 indicating that a facility to be utilized for the grant is under consideration
27 to be listed on the EPA List of Violating Facilities; and

28 42.3 It will notify COUNTY and the EPA about any known violation of the

1 above laws and regulations.

2 43. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
3 CERTAIN FEDERAL TRANSACTIONS

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

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

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

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

26 2) If any funds other than Federal appropriated funds
27 (including profit or fee received under a covered Federal transaction) have
28 been paid, or will be paid, to any person for influencing or attempting to

1 influence an officer or employee of any agency, a Member of Congress, an
2 officer or employee of Congress, or an employee of a Member of Congress on his
3 or her behalf in connection with this solicitation, the offeror shall complete
4 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
5 Activities, to the Contracting Officer; and

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

10 C. Submission of this certification and disclosure is a
11 prerequisite for making or entering into this Agreement imposed by Section
12 1352, Title 31, USC. Any person who makes expenditure prohibited under this
13 provision or who fails to file or amend the disclosure form to be filed or
14 amended by this provision, shall be subject to a civil penalty of not less
15 than \$10,000, and not more than \$100,000, for each such failure.

16 44. POLITICAL ACTIVITY

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

20 45. TERMINATION PROVISIONS

21 45.1 ADMINISTRATOR may terminate this Agreement without penalty
22 immediately with cause or after thirty (30) days' written notice without
23 cause, unless otherwise specified. Notice shall be deemed served on the date
24 of mailing. Cause shall be defined as any breach of contract, any
25 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
26 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
27 all further obligations under this Agreement.

28 45.2 Upon termination, or notice thereof, CONTRACTOR agrees to

1 cooperate with ADMINISTRATOR in the orderly transfer of service
2 responsibilities, active case records, and pertinent documents.

3 45.3 The obligations of COUNTY under this Agreement are contingent upon
4 the availability of Federal and/or State funds, as applicable, for the
5 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
6 for the services hereunder in the budget approved by the Orange County Board
7 of Supervisors each fiscal year this Agreement remains in effect or operation.
8 In the event that such funding is terminated or reduced, ADMINISTRATOR may
9 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
10 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
11 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
12 notification of such determination. CONTRACTOR shall immediately comply with
13 ADMINISTRATOR's decision.

14 45.4 If any provision of this Agreement or the application thereof is
15 held invalid, the remainder of this Agreement shall not be affected thereby.

16 46. GOVERNING LAW AND VENUE

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

26 47. SIGNATURE IN COUNTERPARTS

27 The parties agree that separate copies of this Agreement may be signed
28 by each of the parties and this Agreement will have the same force and effect

1 as if the original had been signed by all the parties.

2 ///

3 ///

4 ///

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

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.

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

Dated: _____

Dated: _____

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

SUSAN NOVAK
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ARBOR E & T, LLC
8 A SUBSIDIARY OF RESCARE, INC.
9 FOR THE PROVISION OF JOB SERVICES
10 AND EMPLOYMENT SUPPORT SERVICES

11 **JOB SERVICES**
12

13 1. PROGRAM GOALS AND OBJECTIVE

14 1.1 The objective of the CalWORKs program is to foster family well-
15 being by enhancing employability, addressing barriers to self-sufficiency,
16 engaging participants in preparatory activities, and placing participants in
17 paying jobs with appropriate support where they will earn enough, or
18 consistently progress toward enough earnings, to be considered self-sufficient
19 and surpass CalWORKs income limits.

20 1.2 Participants must meet work participation requirements as set
21 forth in Paragraph 6 of this Exhibit A to this Agreement.

22 1.3 CONTRACTOR shall provide assistance to participants in finding
23 employment of up to forty (40) hours per week.

24 1.4 CONTRACTOR shall meet each of the following goals for Job
25 Services;

26 1.4.1 Placement Rate: a minimum of fifty percent (50%) of Job
27 Services participants shall be placed in employment.

28 1.4.2 Engagement Rate: a minimum of fifty percent (50%) of

1 participants referred to CONTRACTOR shall fully complete Job Services as
2 directed by WTW staff; and

3 1.4.3 Average Starting Wage: a minimum of twenty percent (20%)
4 above the California minimum wage.

5 1.5 CONTRACTOR shall adhere to ADMINISTRATOR's established Policy and
6 Procedures for CalWORKs WTW Case Management when calculating Placement Rates,
7 Engagement Rates, and Average Starting Wage.

8 2. REFERRALS

9 2.1 CONTRACTOR shall accept and provide Job Services to all
10 participants referred by WTW staff.

11 2.1.1 CONTRACTOR shall not refuse participants based on non-
12 cooperation without discussion and concurrence by WTW staff. WTW staff shall
13 discuss and concur prior to any action to minimize issues that impede
14 participants' ability to complete Job Services.

15 2.2 CONTRACTOR shall ensure referred participants are scheduled to
16 begin Job Services within seven (7) calendar days from the date of referral,
17 unless otherwise directed by ADMINISTRATOR.

18 3. ORIENTATION

19 3.1 CONTRACTOR shall provide an orientation that is conducted either
20 individually or in a group setting during which participants are informed
21 about the CalWORKs Program, including information about cash aid, the WTW
22 Program, supportive services, and other benefits available to them.

23 3.2 CONTRACTOR shall provide a thirty (30) to forty-five (45) minute
24 group motivational presentation during the orientation.

25 3.3 CONTRACTOR's orientation shall be enhanced by visual aids,
26 audience participation, and a question and answer period. Topics include, but
27 are not limited to:

28 3.3.1 CalWORKs program information;

1 3.3.2 CalWORKs Staff Functions and Responsibilities;

2 3.3.3 WTW services available to participants; and

3 3.3.4 Services provided by CONTRACTOR.

4 3.4 CONTRACTOR shall establish a daily schedule of orientations, as
5 approved by ADMINISTRATOR, to accommodate attendance by all referred
6 participants. The orientation will be presented in English, Spanish and
7 Vietnamese on an as needed basis.

8 3.5 ADMINISTRATOR will provide an orientation script for groups as
9 small as one (1) and no larger than twenty-five (25) attendees.

10 3.6 CONTRACTOR shall provide an orientation that includes visual aids
11 to enhance the interactive nature of the presentation.

12 3.7 CONTRACTOR shall, at such time as determined by ADMINISTRATOR,
13 develop and implement an online web-based orientation.

14 3.8 CONTRACTOR shall modify or adjust the orientation per instruction
15 by ADMINISTRATOR, within the time frame specified by ADMINISTRATOR.

16 4. JOB SERVICES

17 4.1 CONTRACTOR shall provide Job Services that consist of up to four
18 (4) consecutive weeks of the services indicated in Subparagraphs 4.5 through
19 4.8 below.

20 4.2 One (1) week of Job Services is five (5) full business days of
21 participation as defined by COUNTY policy. A participant employed part-time
22 and/or participating in an approved WTW activity for fewer than the required
23 participation hours as specified in Paragraph 6 of this Exhibit A of this
24 Agreement will concurrently attend Job Services, as determined by WTW staff.

25 4.3 Job Services in excess of four (4) weeks may be allowed as
26 determined by WTW staff. However, participants will not have more than six
27 (6) weeks of Job Services in any twelve (12) month period, unless requested
28 and/or approved by WTW staff.

1 4.4 CONTRACTOR shall provide a detailed curriculum outline to
2 ADMINISTRATOR for approval prior to commencing services. Additional or
3 modified services may be required due to changes in State and Federal
4 regulations or at the request of ADMINISTRATOR.

5 4.5 Job Search and Job Readiness Assistance (JSR):

6 4.5.1 CONTRACTOR shall provide Job Search and Job Readiness
7 Assistance to participants with training that includes learning basic job
8 seeking and interviewing skills, understanding employer expectations, changing
9 demands of the workplace, and learning skills designed to enhance the
10 participants' capacity to move toward self-sufficiency.

11 4.5.2 JSR workshops shall include, but are not limited to the
12 following:

13 4.5.2.1 Resolving attitudinal barriers toward obtaining
14 and keeping employment, such as fear of going to work, anger and resentment
15 from being required to participate, low self-esteem/motivation, problems with
16 public transportation, and child care concerns.

17 4.5.2.2 Employer requirements and expectations; job
18 retention techniques such as attendance and punctuality; social etiquette;
19 personal hygiene; appropriate dress; productivity; common reasons for
20 promotion and dismissal; job problem-solving skills; and planning for and/or
21 handling common problems new employees face.

22 4.5.2.3 Understanding job search techniques such as the
23 hidden job market (jobs that are never advertised or made known to the
24 public); the various avenues for reaching employers; using social media; the
25 employer's perspective in the hiring process; establishing a network of
26 individuals who are willing to assist the participant in obtaining employment;
27 the value of planning and organizing job search activities; and the purpose of
28 the job interview.

1 4.5.2.4 How to complete a paper and online job
2 application and a personal résumé. CONTRACTOR shall develop a master job
3 application that is to be completed by each participant and provide a
4 completed résumé for each participant, subject to the needs of the
5 participant. The résumé shall be completed by the end of the fifth (5th)
6 business day of the participant's attendance in Job Services.

7 4.5.2.5 Explanation and distribution of information to
8 participants on any employment incentive programs, such as EITC, which
9 ADMINISTRATOR may deem appropriate.

10 4.6 Active Job Search:

11 4.6.1 CONTRACTOR shall provide Active Job Search which is an
12 intensive job search and job development program that builds on the
13 participant's knowledge and skills acquired during JSR activities. This
14 program runs concurrently with the JSR activities described in Subparagraph
15 4.5 above.

16 4.6.2 CONTRACTOR shall provide organized methods of seeking work
17 that shall include, but are not limited to, the following;

18 4.6.2.1 Group or individual meetings regarding job
19 search;

20 4.6.2.2 Access to phone banks and computers with
21 Internet access in a clean, well-lit location;

22 4.6.2.3 Job orders;

23 4.6.2.4 Individual counseling;

24 4.6.2.5 Motivational activities;

25 4.6.2.6 Active job development and job searches,
26 including face-to-face contacts with potential employers and submission of job
27 applications; and

28 4.6.2.7 Direct referrals to employers.

1 4.6.3 CONTRACTOR shall provide referrals during Job Search that
2 include, but are not limited to, jobs that are listed by employers with the
3 Employment Development Department's (EDD) State Job Service or on CalJOBS or
4 other online job search resources; listed in local newspaper want ads; and
5 developed by CONTRACTOR.

6 4.6.4 CONTRACTOR shall consider the employer's needs and the
7 participant's skills, abilities, education, work experience, and job
8 interests, including how the participant can meet the needs of the employer.

9 4.6.5 CONTRACTOR shall develop varying levels of services
10 targeted to diverse populations as identified and approved by ADMINISTRATOR.

11 4.6.6 CONTRACTOR and the participant shall mutually develop and
12 agree on a Self-Sufficiency Action Plan outlining Job Search related
13 activities, goals and objectives, as well as the scheduled dates and times for
14 the participant's attendance.

15 4.6.6.1 Self-Sufficiency Action Plans shall be prepared
16 for the four (4) week term of the participants' Job Services activities.

17 4.6.6.2 Participants are required to report to
18 CONTRACTOR's site daily (Monday through Friday, COUNTY holidays excluded)
19 unless CONTRACTOR receives approval from WTW staff to change this requirement,
20 or the participant has a scheduled job interview at the time(s) he/she is to
21 report. Under consultation with WTW staff, this requirement may change
22 according to the individual's circumstances for those participants who are
23 assigned part-time to this activity.

24 4.6.6.3 Self-Sufficiency Action Plans are to be updated
25 to outline the activities and goals as appropriate.

26 4.6.7 On a daily basis, full-time Job Search participants shall
27 complete and submit to CONTRACTOR a Job Search Report Form that shall include
28 a minimum of three (3) job applications for each day the participant is not

1 involved with an employment activity such as a workshop or job interview.

2 4.7 Job Placement:

3 CONTRACTOR shall provide job placement activities which are
4 services leading to employment that is anticipated to be permanent, and
5 secured during a participant's assignment to JSR. Temporary jobs (as defined
6 by the work site) are only suitable for placement when the entity the employee
7 is placed with has a history or a commitment to hire the participant at the
8 end of the temporary placement. Temporary employment shall not constitute a
9 job placement for the purposes of this service component. CONTRACTOR shall
10 adhere to ADMINISTRATOR's established Policy and Procedures for CalWORKs WTW
11 Case Management when determining job placements.

12 4.8 Employment Counseling:

13 CONTRACTOR shall provide employment counseling, as needed, at any
14 time during the participant's involvement in Job Services. Employment
15 counseling shall include, in conjunction with WTW staff, assisting the
16 participant to identify appropriate employment alternatives; and addressing
17 barriers to employment, such as a criminal record; a mental, emotional or
18 physical disability; an age or language barrier; or a lack of work history.

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

20 4.8.1 Guide the participant through the decision making process
21 in selecting/identifying appropriate job interviews;

22 4.8.2 Mentor participants with Internet related job searches;

23 4.8.3 Apply participant information, such as values, interests,
24 transferable skills, abilities, and education and employment history to
25 exploration of possible job openings;

26 4.8.4 Match participants with potential employment
27 opportunities;

28 4.8.5 Develop positive, supportive, and effective working

1 relationships with participants from a variety of backgrounds; and

2 4.8.6 Provide participants who are non-English speaking or have
3 limited English skills with individual or classroom instruction of the English
4 language, which includes basic rudimentary employment related phrases.

5 4.9 Job Development:

6 4.9.1 Job development services shall include seeking and
7 developing job opportunities in the community appropriate to the skills and
8 experience of the pool of participants.

9 4.9.2 CONTRACTOR shall contact employers to identify job
10 openings. Training programs shall not be considered; however, employer
11 sponsored/funded training specific to a job may be allowed, with prior
12 approval from ADMINISTRATOR. Group and individual job development shall be
13 provided, including an analysis of transferable skills.

14 4.9.3 CONTRACTOR shall provide WTW staff and other contracted
15 agencies with job development information/job openings as directed by
16 ADMINISTRATOR.

17 4.9.4 CONTRACTOR shall seek out employment opportunities for
18 participants with the ultimate goal of participants' achieving self-
19 sufficiency. The development of job leads includes, but is not limited to,
20 the following activities:

21 4.9.4.1 Develop employer and community contacts to
22 facilitate seeking job leads;

23 4.9.4.2 Seek out leads for entry-level jobs for
24 participants with the potential for promotional opportunities and wage
25 increases;

26 4.9.4.3 Recruit employers with job opportunities that
27 meet the current participant profile including job growth opportunities with
28 employers who are willing to hire job-ready participants. The participant

1 shall be considered to be job-ready when the participant's barriers to
2 employment and supportive services needs have been addressed and the
3 individual is ready to seek or begin employment or a job training program;

4 4.9.4.4 Inform prospective private employers of Federal
5 tax credits as an incentive to hire participants. More information can be
6 found at: www.dol.gov;

7 4.9.4.5 Collaborate with One-Stop Career Centers, the
8 EDD, Workforce Investment Act (WIA) Programs and other workforce development
9 programs;

10 4.9.4.6 Maintain current job listings that are updated
11 daily and are readily available to ADMINISTRATOR, WTW staff, and participants;

12 4.9.4.7 Maintain a current list of participants skills
13 and experience to make available to potential employers; and

14 4.9.4.8 Participate in, as well as host, job fairs in
15 coordination with WTW staff, other COUNTY contracted agencies, and community
16 partners.

17 4.10 Resource Rooms

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

27 4.11 COUNTY Defined WTW Activities

28 4.11.1 CONTRACTOR shall provide WTW activities as defined by

1 ADMINISTRATOR. Such activities will be provided according to applicable
2 COUNTY Policy and Procedures, and State and Federal regulations.

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

4 4.11.1.1 Bridging Activities: Short-term activities
5 between other activities made available to participants when there is a
6 planned or unplanned break in assigned WTW activities, such as school breaks.

7 4.11.1.2 Life Skills Workshops: Workshops focusing on
8 building skills that will assist participants in handling daily issues such as
9 career advancement strategies, money management, and customer service; and are
10 not JSR workshops or intended to be a full-time WTW activity.

11 4.11.1.3 On-the-job Training: Training in the public or
12 private sector that is given to a paid employee while he or she is engaged in
13 productive work.

14 4.11.1.4 Subsidized Employment: Subsidized public or
15 private sector employment for which the employer receives a subsidy to offset
16 some or all of the wages and costs of employing a work-eligible participant.

17 4.11.1.5 Work Experience: Training activity performed in
18 the public or private sector, including a nonprofit, community- or faith-based
19 setting, that helps provide basic job skills, enhances existing job skills in
20 a position related to the participant's experience, or provides a needed
21 community service that shall lead to unsubsidized employment.

22 4.11.2 CONTRACTOR shall develop appropriate placement sites in
23 the community, monitor attendance, and communicate with WTW staff regarding
24 participation and attendance as determined by ADMINISTRATOR.

25 5. MOTIVATION TECHNIQUES AND PROGRAM INFORMATION

26 5.1 CONTRACTOR shall provide services individually and in groups that
27 employ motivational strategies and encourage a positive attitude. Services
28 shall teach a sense of personal value, an appreciation of the advantages of

1 self-support, and an understanding of the many opportunities offered by the
2 WTW Program.

3 5.2 ADMINISTRATOR will approve all training and workshop material
4 prior to implementation. This shall include any and all changes made during
5 the term of this Agreement.

6 5.3 CONTRACTOR shall provide information about the CalWORKs program,
7 which will make it understandable, accessible and useful to individual
8 participants, by explaining program requirements, identifying barriers, and
9 assisting participants in resolving conflicts.

10 5.4 CONTRACTOR's staff shall have knowledge of the CalWORKs (State)
11 WTW 24-Month Time Clock, State and Federal work requirements, and allowable
12 WTW activities for recipients of cash assistance in order to appropriately
13 inform participants of the need for urgency in obtaining employment and
14 becoming self-sufficient.

15 5.5 CONTRACTOR's staff shall clearly explain the positive impacts of
16 employment to participants, both in terms of impact to CalWORKs grants as well
17 as non-financial benefits.

18 5.6 CONTRACTOR shall provide motivational skills workshops for WTW
19 staff and contracted and community partners, as required by ADMINISTRATOR.

20 6. WORK PARTICIPATION REQUIREMENTS

21 CONTRACTOR shall ensure that participants taking part in Job Services
22 are actively participating for the number of hours as referred by WTW staff,
23 as required by COUNTY policy. Individual participation requirements are as
24 follows:

25 6.1 Thirty-two (32) hours per week in approved WTW activities for a
26 One (1) Parent Assistance Unit and a Two (2) Parent Assistance Unit in which
27 deprivation is based on the disability of one (1) parent with at least one (1)
28 child under six (6) years old shall participate a minimum average of twenty

1 (20) hours per week.

2 6.2 Thirty-five (35) hours per week are required in approved WTW
3 activities for Two (2) Parent Assistance Units. One (1) parent can satisfy
4 the total thirty-five (35) hour requirement. If both parents contribute to
5 the thirty-five (35) hour requirement, at least one parent One-Parent
6 Assistance Unit with no child under six (6) years old shall participate a
7 minimum average of twenty (20) thirty (30) hours per week.

8 6.3 Thirty-five (35) hours per week are required in approved WTW
9 activities for Two-Parent Assistance Units. One (1) parent can satisfy the
10 total thirty-five (35) hour requirement. If both parents contribute to the
11 thirty-five (35) hour requirement, at least one parent shall participate a
12 minimum of twenty (20) hours per week.

13 6.4 One-Parent Assistance Unit: Assistance Unit that includes one
14 (1) aided non-disabled, natural or adoptive parent of the same aided or
15 Supplemental Security Income/State Supplementary Program (SSI/SSP) minor child
16 living in the home.

17 6.5 Two-Parent Assistance Unit: Assistance Unit that includes two
18 (2) aided non-disabled, natural, or adoptive parents of the same aided or
19 Supplemental Security Income/State Supplementary Program (SSI/SSP) minor child
20 living in the home.

21 7. REPORTING REQUIREMENTS

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

25 7.1 Report of First Day Attendance:

26 CONTRACTOR shall report the first day's attendance for those
27 participants scheduled to attend Job Services, in a format approved by
28 ADMINISTRATOR. Attendance shall be provided to all appropriate WTW staff

1 within three (3) business days of the first day of the Job Services activity.

2 7.2 Participant Attendance/Performance/Employment:

3 CONTRACTOR shall provide the following required participant
4 information to WTW staff in a format approved by ADMINISTRATOR:

5 7.2.1 On a monthly basis, each participant's daily record of
6 attendance for the report week including problems with attendance. CONTRACTOR
7 shall submit the monthly attendance by the third business day following the
8 report month.

9 7.2.2 By the next business day of any occurrence that may
10 include, but is not limited to, failure to cooperate, family crisis, health
11 problems, substance abuse, and absenteeism.

12 7.2.3 Within three (3) business days of the participant's
13 termination or drop from the service component, and any problem occurrences
14 that may include, but are not limited to, failure to cooperate, family crisis,
15 health problems, substance abuse and absenteeism.

16 7.2.4 Employment information on participants who obtain
17 employment. At a minimum, the employment information shall include the
18 employer's name, address, telephone number, job title, number of hours to be
19 worked per week, starting wage, hiring date, employee benefits and referral
20 source, e.g., CONTRACTOR, newspaper advertisement, etc.

21 7.3 Monthly Status Reports

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

26 7.3.1 Referrals received and referral outcomes;

27 7.3.2 Referrals initiated and referral outcomes;

28 7.3.3 Placements out of activities facilitated by CONTRACTOR;

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

7.3.4 Engagement rate;

7.3.5 Pay rate;

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

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

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

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

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

7.3.11 A report of corrective actions taken against cited errors.

7.4 Job Development Report:

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

7.4.1 Date of contact;

7.4.2 Name and address of employer;

7.4.3 Name of contact person;

7.4.4 Positions available/salary/hours/duties;

- 1 7.4.5 Whether the contact resulted in an interview;
- 2 7.4.6 Total number of contacts in the month;
- 3 7.4.7 Total number of positions identified; and
- 4 7.4.8 Total number of participants obtaining employment in these
- 5 positions.

6 7.5 Special Activities:

7 CONTRACTOR shall provide a report of special activities during the
8 month, such as employer recruitments, job fairs, etc. to ADMINISTRATOR by
9 conclusion of the following month. CONTRACTOR shall report participant
10 attendance to WTW staff upon request by ADMINISTRATOR.

11 7.6 Miscellaneous Reports:

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

16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///

24
25
26
27
28

1 EXHIBIT B
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ARBOR E & T, LLC
8 A SUBSIDIARY OF RESCARE, INC.
9 FOR THE PROVISION OF JOB SERVICES
10 AND EMPLOYMENT SUPPORT SERVICES
11 EMPLOYMENT SUPPORT SERVICES

12
13 1. PROGRAM GOALS AND OBJECTIVE

14 1.1 The objective of the CalWORKs program is to foster family well-
15 being by enhancing employability, addressing barriers to self-sufficiency,
16 engaging the participant in preparatory activities, and placing participants
17 in paying jobs with appropriate support where they will earn enough, or
18 consistently progress toward enough earnings, to be considered self-sufficient
19 and surpass CalWORKs income limits.

20 1.2 The goal of Employment Support Services is that ninety percent
21 (90%) of all participants receiving Employment Support Services shall indicate
22 that these services assisted them in satisfactorily addressing barriers to
23 self-sufficiency. This shall be evidenced by a participant satisfaction
24 survey; a summary of the survey shall be completed by CONTRACTOR, and
25 submitted to ADMINISTRATOR on a quarterly basis. Summaries are due on the 30th
26 of the following month for the preceding quarter.

27 1.3 CONTRACTOR shall place between forty (40) and fifty (50) new
28 participants per month, on average, into subsidized employment, and maintain a

1 cumulative monthly total of up to 300 job placements per month, as described
2 in Subparagraph 2.5 of Exhibit B to this Agreement, throughout the term of
3 this Agreement.

4 1.4 ADMINISTRATOR will modify job placement requirements if WTW staff
5 does not refer an adequate number of participants for CONTRACTOR to meet the
6 requirements identified in Subparagraph 1.3 of Exhibit B to this Agreement.

7 2. SERVICES TO BE PROVIDED

8 2.1 Employment Support Services:

9 2.1.1 CONTRACTOR shall provide Employment Support Services to
10 all participants actively participating in an approved WTW activity when a
11 specific need is identified and agreed upon by the worker and the participant.

12 2.1.1.1 Participants who are not fully engaged in a WTW
13 activity may only be referred to CONTRACTOR for Employment Support Services on
14 a case-by-case basis, with approval from a Regional Manager.

15 2.1.1.2 Participants may receive services if they are in
16 the referral phase or active participation phase of the activity.

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

25 2.1.2.1 Basic Needs: Food, clothing, utilities, etc;

26 2.1.2.2 Transportation: Lack of access to public
27 transportation, unreliable personal vehicles;

28 2.1.2.3 Housing: Homelessness, lack of stable housing;

1 2.1.2.4 Life Skills: Budgeting and credit counseling,
2 time and household management, nutrition and healthy lifestyle;

3 2.1.2.5 Work Behavior: Work ethic, interacting with
4 coworkers, problem/dispute resolution;

5 2.1.2.6 Domestic Abuse: Dependence, anger management,
6 shelter services;

7 2.1.2.7 Family Issues: Parenting skills, family
8 relations, school problems; and/or

9 2.1.2.8 Child Care: Confirmation of stable and
10 consistent care and plan for emergencies, e.g., a sick child.

11 2.1.3 CONTRACTOR shall provide services to participants who are
12 full-time employed and remain on aid, in addition to the services required to
13 address the barriers listed above. Services shall include, but are not
14 limited to, the following:

15 2.1.3.1 Promotion of Life-Long Learning: Utilize
16 opportunities for formal and informal training and education throughout life;

17 2.1.3.2 Job Skills Enhancement: Identify and assist
18 participants in accessing training and educational opportunities available
19 through community resources;

20 2.1.3.3 Job Progression: Assist with advancement
21 opportunities and educating participants that the job search skills they
22 acquired during Job Services can also be used to locate a better, higher-
23 paying job;

24 2.1.3.4 Job Search Assistance: Find better paying jobs,
25 replacing lost jobs; and

26 2.1.3.5 Tax Assistance: Assist participants to
27 understand the benefits and importance of the EITC, filing tax returns, and
28 child care tax credits.

1 2.1.4 Employment Support Services shall be readily accessible to
2 participants, as required by ADMINISTRATOR. This shall include providing
3 services in the evenings and on the weekends, as mutually agreed by CONTRACTOR
4 and ADMINISTRATOR, taking into consideration child care needs, and the limited
5 transportation available to many participants.

6 2.1.5 WTW staff may refer employed participants, who still
7 receive cash assistance, when serious problems occur that jeopardize the
8 continued employment of the participants.

9 2.1.6 CONTRACTOR shall be available for consultation with
10 ADMINISTRATOR and other contracted partners when there are extraordinary
11 circumstances, such as homelessness, the family is without local support, and
12 the parent's and/or children's physical health and safety are at risk.

13 2.1.7 CONTRACTOR shall pay directly to the appropriate
14 creditor/payee for the Employment Support Services.

15 2.2 Additional Services:

16 CONTRACTOR shall coordinate additional Employment Support Services
17 through direct service or subcontracts to include, but not limited to, the
18 following:

19 2.2.1 Coordinate child care slots with existing resources near
20 participants' place of employment and/or residence, whichever location will
21 best meet the participants' needs;

22 2.2.2 Coordinate on-the-job training with employers to ensure
23 that participants receive training that is not only skill-focused, but also
24 addresses enhancement of daily life skills;

25 2.2.3 Coordinate with educational providers to provide skill
26 enhancement classes in the community;

27 2.2.4 Coordinate with local CBOs and FBOs to develop support
28 groups for participants. At such time as is mutually agreed upon by

1 CONTRACTOR and ADMINISTRATOR, CONTRACTOR shall offer support groups that also
2 provide child care on Saturday mornings. CBOs and FBOs to provide resources,
3 such as food, clothing, and other donations that will assist participants as
4 they progress towards self-sufficiency;

5 2.2.5 Develop child care alternatives for children who become
6 sick or are otherwise unable to attend traditional child care or schools;

7 2.2.6 Identify CalWORKs families that are isolated in the
8 community and encourage them to participate in community groups to re-
9 integrate them into a healthier lifestyle;

10 2.2.7 Establish an emergency telephone number during non-
11 business hours so participants can access resources if a situation arises that
12 jeopardizes their employment;

13 2.2.8 Coordinate counseling services with community
14 organizations already providing these or similar services and subcontracting
15 for additional services that are currently unavailable or too limited to meet
16 participant population needs. For example, several community organizations
17 are receiving grants for domestic abuse counseling, which can be used by other
18 participants;

19 2.2.9 Coordinate with organizations that provide free clothing
20 to the needy for job interviews and employment purposes;

21 2.2.10 Coordinate scholarship awards with community colleges or
22 trade schools for participants who complete a GED or have high school diplomas
23 and retain employment for twelve (12) months;

24 2.2.11 Coordinate money-management assistance through financial
25 institutions or other organizations interested in providing these services;

26 2.2.12 Coordinate a low-interest loan program for successful
27 participants interested in buying cars or homes;

28 2.2.13 Refer participants to parenting classes, dispute

1 resolution, household management, counseling services, etc. when appropriate.

2 2.2.14 Assist participants in finding housing or temporary
3 shelter as appropriate;

4 2.2.15 Provide information concerning EITC to participants and
5 potential employers; and

6 2.2.16 Assist participants in finding low cost car repairs as
7 appropriate.

8 2.3 Domestic Abuse Assistance Services:

9 2.3.1 CONTRACTOR shall provide domestic abuse assistance
10 services that include assisting participants and families who have evidenced
11 domestic abuse issues. Services shall be provided to participants that meet
12 the following criteria:

13 2.3.1.1 Eligible for and participating in WTW;

14 2.3.1.2 Receiving Domestic Abuse Services; or

15 2.3.1.3 On a Domestic Abuse Waiver.

16 2.3.2 CONTRACTOR shall provide services to include assistance to
17 participants to give them a safe haven, counseling, education, and supportive
18 services in order to obtain employment and become self-sufficient without
19 putting them at further risk.

20 2.3.3 CONTRACTOR shall also provide services to the perpetrator
21 who is in the home in order to address domestic abuse issues as some families
22 in the CalWORKs population consist of the victim and the perpetrator, who is
23 also a CalWORKs recipient.

24 2.3.4 CONTRACTOR shall provide children's programs to children
25 who are the witnesses to or victims of abuse, and are likely to experience
26 Post Traumatic Stress Disorder, depression, anxiety, developmental issues or
27 engage in inter-generational transmission of domestic abuse.

28 2.3.5 CONTRACTOR shall coordinate delivery of services with the

1 COUNTY DASU, and shall provide, at a minimum, access to the following services
2 with established community domestic abuse resources:

3 2.3.5.1 Twenty-four (24) hour hotline crisis
4 intervention;

5 2.3.5.2 Peer counseling and support and/or psychological
6 counseling services;

7 2.3.5.3 Personal Empowerment Program (PEP), or other
8 comparable services, for domestic abuse victims and their families, as well as
9 for perpetrators of domestic abuse;

10 2.3.5.4 An established walk-in center in the areas to be
11 served, to accommodate the service needs of victims of domestic abuse;

12 2.3.5.5 Emergency services, such as food, clothing,
13 transportation, and shelter;

14 2.3.5.6 Twenty-four (24) hour response to local law
15 enforcement agencies in the provision of services to victims of domestic
16 abuse;

17 2.3.5.7 Hospital emergency room protocol and assistance
18 on a twenty-four (24) hour basis;

19 2.3.5.8 Assistance with temporary restraining orders and
20 custody disputes; and

21 2.3.5.9 Court and social advocacy programs providing
22 assistance to victims of domestic abuse and their families.

23 2.4 Housing Assistance Services:

24 2.4.1 CONTRACTOR shall provide participants with assistance in
25 locating temporary and transitional housing, and work with participants to
26 obtain stable, affordable housing.

27 2.4.2 CONTRACTOR shall provide services to CalWORKs participants
28 referred by WTW staff, including but not limited to, the following:

1 2.4.2.1 Develop marketing strategies and conduct special
2 outreach activities with area landlords to increase available housing options;

3 2.4.2.2 Assist participants with preparatory coaching
4 and suggestions in shopping for a rental unit;

5 2.4.2.3 Provide immediate response and intervention in
6 the rental process, and assistance with move-in and utility arrangements;

7 2.4.2.4 Provide consumer credit and financial management
8 counseling, including assistance with remedies for adverse credit
9 reports/history;

10 2.4.2.5 Act as an advocate for the family regarding
11 stabilization of housing;

12 2.4.2.6 Act as an advocate for the family regarding
13 eviction prevention/intervention; and

14 2.4.2.7 Ensure that funds are allocated for direct
15 participant services and pay the appropriate creditor/payee directly for
16 services.

17 2.4.3 CONTRACTOR shall network and subcontract as necessary with
18 CBOs and FBOs to maximize available resources for temporary and transitional
19 housing, as well as facilitating the location and retention of permanent
20 housing.

21 2.4.4 CONTRACTOR shall maintain a central listing of
22 availability of housing resources within Orange County, and update this
23 information on a quarterly basis.

24 ///

25 2.5 Subsidized Employment Program:

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

1 unsubsidized employment and self-sufficiency.

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

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

20 2.5.2 Participants shall be offered workplace and job search
21 readiness assistance to ensure that they are ready to begin a successful
22 subsidized employment program.

23 2.5.3 CONTRACTOR shall address participant barriers to
24 participation as identified by the WTW Case Manager, and review employer
25 expectations.

26 2.5.4 After a participant is placed at the worksite, CONTRACTOR
27 shall track attendance and progress in their assigned placement, and
28 collaborate with the worksite to conduct participant evaluations. CONTRACTOR

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

5 2.5.5 CONTRACTOR shall develop a plan for worksites to offer
6 supervision and training to participants, along with the opportunity of full -
7 time permanent employment with advancement opportunities at the end of the
8 subsidized period.

9 2.5.6 CONTRACTOR shall work closely with participants and encourage
10 them to overcome individual barriers in order to successfully complete the
11 program and obtain unsubsidized employment, either at the worksite or with
12 another employer. As an incentive to encourage participation and to assist in
13 the transition to employment, after a participant completes the program,
14 obtains unsubsidized employment, and retains employment for thirty (30) days,
15 CONTRACTOR shall provide the participant with a two-hundred dollar (\$200)
16 voucher to obtain items that support the participant's continuous employment.
17 CONTRACTOR shall inform the participant that after thirty (30) days of
18 employment he/she must submit employment documentation verifying job retention
19 to receive the voucher. The voucher shall be for an establishment where items
20 that support the participant's employment and household stability, such as
21 food, gas or work clothes can be purchased. CONTRACTOR shall keep a record of
22 every voucher provided to a participant that includes the name of the
23 establishment for which the voucher was provided, the name of the participant,
24 the date the voucher was provided, the amount of the voucher, the name of
25 CONTRACTOR's employee providing the voucher, and whether the participant
26 provided appropriate documentation to verify his/her job retention.
27 CONTRACTOR shall provide ADMINISTRATOR access to inspect CONTRACTOR's records
28 concerning the provision of vouchers to participants and/or upon request,

1 CONTRACTOR shall provide ADMINISTRATOR with a copy of such records.

2 3. REFERRALS

3 3.1 CONTRACTOR shall accept and evaluate Employment Support Services
4 referrals from WTW staff in accordance with limitations established by
5 CONTRACTOR and ADMINISTRATOR as identified and defined in COUNTY policy.

6 3.1.1 Although services may end if there is a participation
7 problem due to non-cooperation, participants shall not be refused services by
8 CONTRACTOR without discussion and concurrence with WTW staff. WTW staff shall
9 discuss and concur prior to any action taken by CONTRACTOR to minimize issues
10 that impede the provision of Employment Support Services.

11 3.2 CONTRACTOR shall ensure that the number of days elapsing between
12 the day participants are referred to CONTRACTOR for Employment Support
13 Services under this Agreement, and the date contact is made with participants
14 shall not exceed seven (7) calendar days. CONTRACTOR shall communicate with
15 WTW staff on any action taken.

16 3.2.1 CONTRACTOR shall evaluate and provide services within
17 twenty-four (24) hours from the time the referral is received when emergency
18 service needs have been identified, e.g., lack of food or housing, or a
19 situation that would have an immediate detrimental impact on participants'
20 ability to maintain employment in accordance with limitations established by
21 CONTRACTOR and ADMINISTRATOR as identified and defined in COUNTY policy.

22 4. REPORTING REQUIREMENTS

23 4.1 CONTRACTOR shall maintain records, collect data, and provide
24 reports mandated by Federal and State governments and as may be required by
25 ADMINISTRATOR. Reporting requirements shall include all reports and data
26 collection that is required to track goals and report progress as noted in
27 Paragraph 1 of this Exhibit B to this Agreement.

28 4.2 CONTRACTOR shall report to ADMINISTRATOR participants' WTW

1 participation in Employment Support Services in a format approved by
2 ADMINISTRATOR.

3 5. MONTHLY REPORTS

4 5.1 CONTRACTOR shall provide ADMINISTRATOR with a monthly status
5 report, by the tenth (10th) calendar day of the following month, for the
6 preceding month, in a format approved by ADMINISTRATOR, which includes, but is
7 not limited to, the following:

8 5.1.1 Referrals received and referral outcomes;

9 5.1.2 Referrals initiated and referral outcomes;

10 5.1.3 Summary of interactions with CBOs and FBOs during the
11 previous month, which shall include the date(s), contact names(s), and purpose
12 of contact. Report will only be generated at the request of ADMINISTRATOR;

13 5.1.4 Summary of all complaints received, which include, but are
14 not limited to, complaints from participants, other contract service
15 providers, community organizations, and the public;

16 5.1.5 Corrective actions taken against cited errors.

17 ///

18 ///

19 ///

20 ///

21

22

23

24

25

26

27

28

1 EXHIBIT C
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ARBOR E & T, LLC
8 A SUBSIDIARY OF RESCARE, INC.
9 FOR THE PROVISION OF JOB SERVICES
10 AND EMPLOYMENT SUPPORT SERVICES
11 SERVICE CONDITIONS

12
13 1. POPULATION TO BE SERVED

14 1.1 CONTRACTOR agrees to provide Job Services and Employment Support
15 Services, as specified in Exhibit A and Exhibit B to this Agreement, to
16 participants who are referred to CONTRACTOR by WTW staff, under this
17 Agreement.

18 1.1.1 Referrals shall be those participants who have been
19 identified by WTW staff as meeting the criteria for referral to Job Services
20 and/or Employment Support Services.

21 1.1.2 It is mutually understood that Job Services are State
22 mandated, and that Job Services and Employment Support Services are for the
23 purpose of assisting participants in achieving self-sufficiency within
24 CalWORKs time constraints.

25 1.2 CONTRACTOR shall also be required to provide Job Services and/or
26 Employment Support Services to CalWORKs families that include adults who are
27 not currently meeting WTW participation requirements, which may include, but
28 not be limited to, safety net child-only cases, which is consistent with

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

3 2. PRINCIPLES

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

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

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

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

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

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

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

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

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

26 3. ENGAGEMENT/RE-ENGAGEMENT OUTREACH AND STRATEGIES

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

1 those meeting the following criteria:

2 3.1.1 Unemployed or underemployed;

3 3.1.2 Not participating due to expiration of exempt status;

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

6 3.1.4 Sanctioned.

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

9 3.2.1 Telephone contacts;

10 3.2.2 Home visits;

11 3.2.3 Mailers; and

12 3.2.4 Appointment setting during flexible office hours.

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

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

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

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

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

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

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

3 3.3.6 Translation services as needed.

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

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

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

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

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

16 4. QUALITY CONTROL

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

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

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

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

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

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

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

8 5. CASE RECORDS

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

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

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

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

27 5.4.1 Documentation of referrals;

28 5.4.2 Documentation of services provided, including contacts

1 with and on behalf of participants, general observations, etc.;

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

5 5.4.4 Documentation/justification for supportive services;

6 5.4.5 Documentation of hours of participation;

7 5.4.6 Documentation regarding any cooperation issues;

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

10 5.4.8 Employment information and employment retention tracking;

11 5.4.9 Documentation of increases in earnings;

12 5.4.10 Standard release forms as needed for collateral contacts;

13 5.4.11 Documentation of language needs and how they were
14 resolved, as applicable; and

15 5.4.12 Medical verifications, as applicable.

16 6. COORDINATION

17 6.1 CONTRACTOR shall jointly host regular coordination meetings with
18 ADMINISTRATOR, WTW staff, and other contract partners to coordinate procedures
19 and problem resolution.

20 6.2 CONTRACTOR shall provide a contact to accept calls from WTW staff
21 to verify space availability for the next appropriate Job Services opening,
22 using a format approved by ADMINISTRATOR.

23 6.3 CONTRACTOR shall coordinate with the Vocational Assessment
24 Contractor(s), as directed by ADMINISTRATOR, for referral of participants to
25 Vocational Assessment following Job Services.

26 7. FORMS

27 7.1 ADMINISTRATOR will provide a camera-ready copy of all mandatory
28 State and COUNTY forms.

1 7.2 CONTRACTOR shall be responsible for duplication and distribution
2 of the forms to its staff and any partner agencies or subcontractors and
3 providers in the region, as needed per its function in the regional network
4 and the usage in the region.

5 7.3 CONTRACTOR shall develop its own internal forms that are not
6 mandated by ADMINISTRATOR or by program requirements. Internal forms shall be
7 reviewed and approved by ADMINISTRATOR prior to implementation.

8 8. STATEMENT OF NEED

9 CONTRACTOR shall provide a written statement of need to WTW staff
10 describing participants' supportive services needs when participants need
11 assistance with the cost of materials, uniforms, tools, etc., to participate
12 in a job search or to begin work. WTW staff will then refer the participant
13 for issuance of supportive services per applicable COUNTY Policy and
14 Procedures.

15 9. COMMUNITY OUTREACH

16 9.1 CONTRACTOR shall secure the cooperation of CBOs and FBOs in order
17 to coordinate their efforts and the efforts of local educational institutions
18 for services. This shall be accomplished by establishing a network of
19 available resources, and providing a forum to exchange employment service
20 related ideas and to develop avenues to implement them. The ultimate goal is
21 to involve as many organizations as possible in a coordinated effort to
22 provide services designed to remove barriers to employment and increase
23 economic self-sufficiency.

24 9.2 CONTRACTOR shall provide services as required in this Agreement
25 through direct service or subcontracts with established community resources.

26 9.3 CONTRACTOR shall meet regularly with CBOs and FBOs to inform them
27 of funding availability for services provided under this Agreement, coordinate
28 the provision of services, and provide them with technical assistance as

1 needed.

2 9.4 CONTRACTOR shall call upon ADMINISTRATOR for assistance with
3 coordination of community outreach activities.

4 10. FAITH-BASED ORGANIZATIONS (FBO)

5 10.1 CONTRACTOR shall respect the wishes of those participants who do
6 not want to receive services from an FBO. CONTRACTOR shall make available the
7 same type of services from non-faith-based organizations. These services
8 shall be at least equal to the FBO's services and be made available within the
9 time frame as specified in Paragraph 3.2 of Exhibit B.

10 10.2 CONTRACTOR shall respond to participant advocate concerns within
11 five (5) business days or as directed by ADMINISTRATOR, but in no event later
12 than thirty (30) days. CONTRACTOR shall involve ADMINISTRATOR in resolving
13 disputes between CONTRACTOR and community organizations.

14 11. PROGRAMMATIC PARTICIPATION

15 CONTRACTOR shall submit any information and assistance necessary for WTW
16 staff to conduct cause determinations and monitor compliance plans, and for
17 ADMINISTRATOR to make presentations at hearings or formal grievances.

18 12. PERFORMANCE MONITORING AND REVIEWS

19 12.1 CONTRACTOR's performance will be monitored and reviewed by
20 ADMINISTRATOR. CONTRACTOR shall cooperate and assist ADMINISTRATOR staff in
21 monitoring performance. ADMINISTRATOR staff will conduct case reviews as part
22 of an on-going evaluation of CONTRACTOR's performance.

23 12.2 ADMINISTRATOR may use a variety of inspection methods to evaluate
24 CONTRACTOR's performance, including but not limited to:

25 12.2.1 Random sampling of program activities including a review
26 of case files each month;

27 12.2.2 Activity checklists and random observations;

28 12.2.3 Inspect output items on a periodic basis as deemed

1 necessary;

2 12.2.4 Computer Information System reported results;

3 12.2.5 Participants' complaints and/or participants'
4 questionnaires; and

5 12.2.6 Service provider complaints or reports.

6 12.3 When it is determined that services were not performed in
7 accordance with this Agreement and/or COUNTY policies during the review
8 period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR shall
9 within the time period specified in any such corrective action plan, remedy
10 the performance defects.

11 12.4 Performance evaluation meetings will be conducted by ADMINISTRATOR
12 staff as necessary.

13 12.5 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
14 information necessary for monitoring this Agreement, and with authorized State
15 or Federal representatives who may audit WTW Program services.

16 13. HANDLING COMPLAINTS

17 CONTRACTOR shall develop, operate and maintain procedures for receiving,
18 investigating and responding to service providers and participant complaints,
19 including Civil Rights complaints against direct service providers made by
20 participants, requests for State Hearings and formal grievances, requests for
21 COUNTY reviews, and other complaints relating to Job Services and Employment
22 Support Services.

23 13.1 CONTRACTOR staff shall maintain a log for identification and
24 response to participants' complaints. When complaints cannot be resolved
25 informally, a system of follow-through shall be instituted which adheres to
26 formal plans for specific actions and response to complaints within two (2)
27 business days.

28 13.2 When CONTRACTOR believes any complaint may have legal implications

1 for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately
2 to ADMINISTRATOR prior to responding to the complaint.

3 13.3 CONTRACTOR shall provide, in a format approved by ADMINISTRATOR,
4 information pertaining to complaints, as well as CONTRACTOR's response to any
5 complaints to ADMINISTRATOR, as described above, within ten (10) business days
6 of the complaint.

7 13.4 CONTRACTOR shall include a summary of all complaints received in
8 the Monthly Status Reports submitted to COUNTY.

9 14. FORMAL GRIEVANCE PROCESS AND STATE HEARING

10 14.1 CONTRACTOR shall post Grievance Rights and Civil Rights notices,
11 and any other notices as may be required by ADMINISTRATOR, in all office(s)
12 where all participants can easily see them and as required by COUNTY, State
13 and Federal Regulations.

14 14.2 CONTRACTOR shall attend COUNTY Formal Grievance Hearings and State
15 Hearings as needed, and comply with the decisions of the Hearing Officers. All
16 actions involving the Formal Grievance Process and State Hearings shall be
17 properly documented.

18 15. WELFARE FRAUD INVESTIGATION REFERRALS

19 CONTRACTOR staff shall report to the appropriate WTW staff when
20 eligibility or supportive services payment fraud is suspected, either by
21 participants or service providers.

22 16. OUTSIDE CONTACTS

23 CONTRACTOR shall:

24 16.1 Immediately inform ADMINISTRATOR of any inquiry from an elected
25 official, their representative, participant advocate, or the press, and
26 immediately provide information in order for ADMINISTRATOR to respond.

27 16.2 Consult with ADMINISTRATOR prior to initiating contact with a
28 participant advocate or the press.

1 16.3 Inform ADMINISTRATOR prior to initiating contact with an elected
2 official or their representative.

3 16.4 CONTRACTOR shall immediately inform ADMINISTRATOR of any inquiry
4 from an elected official, their representative, participant advocate, or the
5 press, and upon approval from ADMINISTRATOR, immediately respond to the
6 inquiry

7 16.5 CONTRACTOR shall consult with ADMINISTRATOR prior to initiating
8 contact with an elected official, their representative, participant advocate,
9 or the press.

10 17. FACILITIES

11 17.1 CONTRACTOR shall collocate to existing ADMINISTRATOR facilities
12 and locate additional space in regions of Orange County designated by
13 ADMINISTRATOR.

14 17.2 Collocated Facilities:

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

20 6100 Chip Ave., Cypress, CA 90630

21 1928 S. Grand Ave., Santa Ana, CA 92705

22 23340 Moulton Parkway, Laguna Hills, CA 92653

23 3320 E. La Palma, Anaheim, CA 92806

24 1240 State College Blvd., Anaheim, CA 92806

25 17.3 Contractor Provided Facilities:

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

1 ADMINISTRATOR.

2 17.3.2 CONTRACTOR shall provide parking spaces for participants'
3 free and exclusive use. CONTRACTOR shall also provide parking for disabled
4 persons in accordance with the Americans with Disabilities Act, and any other
5 rules or statutes relating to parking for disabled persons.

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

16 17.3.4 CONTRACTOR shall maintain any facilities in compliance
17 with all applicable laws, rules, regulations, building codes, statutes and
18 orders, as they now exist or may be subsequently amended.

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

23 17.3.6 CONTRACTOR shall not require participants to travel more
24 than two (2) hours round trip to obtain services.

25 17.3.7 CONTRACTOR shall maintain an Accessibility Plan that
26 describes how participants located throughout Orange County can easily get to
27 the sites.

28 17.3.8 CONTRACTOR shall provide adequate security for the

1 facilities, and all facilities shall be adequately lighted at night.

2 17.3.9 CONTRACTOR shall secure the work area to maintain
3 participant confidentiality.

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

8 17.3.11 CONTRACTOR shall provide an alarm or security system for
9 after-hours security in locations where ADMINISTRATOR has provided furniture
10 and equipment.

11 17.3.12 CONTRACTOR shall provide space for the provision of
12 services under this Agreement at the following sites:

13 100 South Anaheim Blvd., Anaheim, CA 92805

14 16842 Von Karman Ave., Irvine, CA 92606

15 17.4 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add,
16 change, modify, or delete locations, as necessary, to best serve the needs of
17 ADMINISTRATOR and participants.

18 18. EQUIPMENT AND FURNISHINGS

19 18.1 ADMINISTRATOR will purchase and install all necessary data
20 processing equipment, including personal computers.

21 18.2 ADMINISTRATOR will provide sufficient training to CONTRACTOR's
22 staff regarding use and maintenance of electronic case records on the computer
23 information system.

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

1 18.4 CONTRACTOR shall be responsible for providing all the necessary
2 (ergonomically proper) furnishings for its staff in non-located facilities,
3 and jointly coordinate the office layouts with ADMINISTRATOR's Facilities
4 Management staff.

5 18.5 CONTRACTOR shall inform ADMINISTRATOR of any employment
6 terminations or new hires in order for ADMINISTRATOR's Information Technology
7 Services to take appropriate action within specified timeframes.

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

18 18.7 CONTRACTOR shall provide ADMINISTRATOR with a written plan
19 describing safeguards that shall be taken to ensure the security of both the
20 computer information systems hardware and the personal data contained therein.
21 This plan shall include action steps that CONTRACTOR shall take to immediately
22 report and mitigate damages resulting from loss of equipment and unauthorized
23 dissemination of personal information. CONTRACTOR shall submit this plan no
24 later than July 31, 2014, and shall make all changes to the plan as requested
25 by ADMINISTRATOR.

26 19. BUDGET

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

1 **Budget period for July 1, 2014 - June 30, 2015**

2 Max Hourly

3	<u>Salaries and Benefits:</u>	<u>Rate⁽¹⁾</u>	<u>FTE⁽²⁾</u>	<u>Annual Budget</u>
4	Program Director	50.49	1.00	105,019
5	Project Manager	35.09	1.00	72,987
6	Finance Manager	33.17	1.00	68,994
7	Training Manager	33.17	1.00	68,994
8	Program Manager	33.17	1.00	68,994
9	Subcontract Manager	33.17	1.00	68,994
10	Quality Assurance Manager	33.17	1.00	68,994
11	Supervisors	26.00	10.00	495,779
12	Career Consultants	22.01	40.00	1,734,931
13	Lead Career Consultant	22.01	9.00	355,213
14	Job Developers	22.01	4.00	164,299
15	Account Specialists	22.18	5.00	194,942
16	Administrative Assistants	16.35	6.00	<u>194,487</u>
17	Subtotal Salaries ⁽³⁾⁽⁴⁾⁽⁵⁾			\$3,662,627
18	Benefits ⁽⁶⁾			<u>\$865,786</u>
19	Total Salaries and Benefits			\$4,528,413
20	<u>Services</u>			
21	Basic Needs			65,000
22	Professional Clothing			358,000
23	Domestic Abuse Services			530,088
24	Housing			735,265
25	Transportation			536,000
26	Purchase of Services			6,000
27	Subsidized Employment Salary ⁽⁷⁾			<u>2,350,000</u>
28	Total Services			\$4,580,353

1	<u>Operating Expenses</u>	
2	Office Expense	90,000
3	Program Expense	45,000
4	Telephone (Communication Costs)	60,000
5	Mileage ⁽⁸⁾	40,000
6	Staff Development	6,000
7	Travel (Transportation/Lodging) ⁽⁹⁾	5,000
8	Advertising/Promotions/Printing	30,000
9	Facility Lease/Rental	420,000
10	Equipment Lease/Rental	30,000
11	Maintenance	6,000
12	Insurance	50,000
13	Independent Audit	13,000
14	Miscellaneous ⁽¹⁰⁾	<u>1,500</u>
15	Total Operating Expenses	\$796,500
16	Contractor's Fee	<u>\$1,881,446</u>
17	MAXIMUM OBLIGATION 7/1/14-6/30/15	\$11,786,712
18	CONTRACT MAXIMUM OBLIGATION	
19	TOTAL JULY 1, 2014 THROUGH JUNE 30, 2015	\$11,786,712

20
21
22
23
24
25
26
27
28

- (1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.
- (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) each position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour workweek. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.
- (3) Total salaries are calculated on average hourly rates for positions with average hourly rates and on maximum hourly rates for positions with no average hourly rates.

- 1 (4) Each staff position line item is inclusive of potential staff incentives.
2 Staff incentives will be granted as approved by ADMINISTRATOR. Staff
3 incentives are based on each employee's performance and are not to exceed
4 5% of the employee's annual salary. Staff incentives may be in the form
5 of either a salary increase or lump sum; however, the total compensation
6 consisting of base pay plus incentives shall not exceed the maximum
7 hourly rate for the position.
- 8 (5) Bilingual staff payments are 55% of Direct Services Staff FTEs at \$0.83
9 per hour.
- 10 (6) Employee Benefits include 401k, health insurance, dental insurance, life
11 insurance, and long-term disability insurance. Also included are payroll
12 taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and
13 Worker's Compensation Tax, based on the currently prevailing rates.
- 14 (7) Subsidized Employment line includes both salary wages and benefits cost
15 associated with participants placed into subsidized employment positions.
16 Benefits costs included are payroll taxes such as FICA, Federal
17 Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax,
18 based on the currently prevailing rates.
- 19 (8) Mileage is limited to the amount allowed by the IRS.
- 20 (9) Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel
21 Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved
22 in advance by ADMINISTRATOR. CONTRACTOR shall be reimbursed for actual
23 expenses of lodging, up to the maximum allowed in CFR Title 41 Chapter
24 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate
25 paid to employees for meals and incidental expenses incurred during
26 travel, up to the maximum allowed in CFR 41 Chapter 301, Travel
27 Allowances.
- 28 (10) Other includes costs of customary ongoing recruiting costs; Trade,
Business and Professional activities; and other allowable and necessary
costs that cannot be practically classified into a separate category.
The amount assigned to this category is based upon past experience with
the CalWORKs Program.

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

1 reduce the program goals as set forth in Subparagraphs 1.4.1 and 1.4.2 of
2 Exhibit A and Subparagraph 1.3 of Exhibit B and penalties as set forth in
3 Subparagraph 21.4.7 of this Agreement. For the purposes of this Agreement,
4 proportionately shall be defined as follows: the amount of the reduction
5 divided by the remaining funds in the budget, at the time of the reduction,
6 after the reduction is applied.

7 20. STAFF

8 20.1 Language Diversity:

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

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

23 20.2 Recruitment and Hiring Practices:

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

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

1 20.2.3 CONTRACTOR's employment applications shall require
2 applicants to provide detailed information regarding the conviction of a crime
3 by any court, for offenses other than minor traffic offenses. Information not
4 disclosed in the employment application discovered subsequent to the hiring of
5 any applicant shall be cause for termination of that employee.

6 20.2.4 CONTRACTOR shall conduct, at no cost to ADMINISTRATOR,
7 criminal record background checks and clearance prior to hiring all employees
8 and volunteers that will participate under this Agreement. Candidates will
9 satisfy background checks consistent and compatible with those required for
10 COUNTY employees and other representatives working in WTW programs.

11 20.2.5 CONTRACTOR shall give priority consideration to qualified
12 job-ready participants in filling vacancies in positions funded by this
13 Agreement.

14 20.3 Staff Training:

15 20.3.1 CONTRACTOR staff directly serving participants, or
16 supervising those who do, shall be thoroughly familiar with WTW requirements
17 and procedures contained in the Orange County CalWORKs Plan and subsequent
18 updates, the CDSS regulations, COUNTY policy and procedures, Policy and
19 related instructions, the computer information system and related
20 instructions, CalWORKs eligibility requirements, ADMINISTRATOR's service
21 delivery and payment systems, welfare fraud and child abuse/elder abuse
22 reporting requirements, the State Hearing process, and Civil Rights compliance
23 requirements. ADMINISTRATOR will provide program requirements, policies, and
24 general procedures to CONTRACTOR during start-up and subsequently as these
25 materials are revised or new policies are developed.

26 20.3.2 ADMINISTRATOR will provide initial training to a limited
27 number of select CONTRACTOR staff with respect to WTW regulations, and COUNTY
28 policies and procedures. CONTRACTOR shall attend training(s) that

1 ADMINISTRATOR determines to be mandatory. CONTRACTOR shall conduct subsequent
2 training(s).

3 20.3.3 CONTRACTOR shall develop a COUNTY approved training manual
4 to be distributed to CONTRACTOR staff regarding motivational strategies.

5 20.3.4 ADMINISTRATOR will also provide CONTRACTOR personnel with
6 initial training in the use of computer information systems as necessary to
7 comply with the requirements of the CalWORKs program. ADMINISTRATOR will
8 provide technical information to CONTRACTOR on these requirements, but it will
9 be CONTRACTOR's sole responsibility to assure that CONTRACTOR staff understand
10 and correctly implement the requirements cited when providing services
11 pursuant to this Agreement.

12 20.3.5 CONTRACTOR shall provide ongoing staff training and assist
13 its staff to ensure that all assignments are completed.

14 20.3.6 CONTRACTOR shall ensure that its staff receives training
15 in understanding cultural differences among groups of participants, and
16 recognize and effectively intervene to overcome any language and/or cultural
17 barriers to employment.

18 20.3.7 CONTRACTOR shall maintain a log of in-house training
19 activities completed by its staff. This log shall be made available to
20 ADMINISTRATOR upon request.

21 20.4 Time Studies:

22 20.4.1 CONTRACTOR shall adhere to COUNTY time study procedures by
23 identifying and reporting time devoted to the delivery of services pursuant to
24 this Agreement.

25 20.4.2 Time studies must be completed by CONTRACTOR's staff in
26 the months of February, May, August and November of each year. Completed time
27 studies shall be made available to ADMINISTRATOR by the first business day of
28 the month following each month in which the time study is to be completed.

1 20.4.3 Supervisory staff do not complete detailed time study form
2 sheets, but must record the total hours worked per day in a time study month.
3 CONTRACTOR's supervisors shall review the staff time study detail report for
4 accuracy and ensure consistency with reported work hours for the same period.

5 20.5 Staff Duties and Qualifications

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

8 20.5.1 One (1) Program Director:

9 Duties:

10 20.5.1.1 Manage the implementation of contracted
11 services, assuring all contractual commitments are met.

12 20.5.1.2 Responsible for proper utilization of project
13 funding.

14 20.5.1.3 Establish and maintain working relationships
15 with ADMINISTRATOR and all partners to optimize funding, customer satisfaction
16 and community relations.

17 20.5.1.4 Facilitate project accomplishments and ensure
18 that management decisions and contractual goals are understood and supported
19 by CONTRACTOR staff.

20 20.5.1.5 Make decisions that facilitate program
21 accomplishments and meet goals and objectives on time and within budget.

22 20.5.1.6 Analyze and evaluate program operations and
23 implement actions to meet designed plans.

24 20.5.1.7 Assign priorities and scheduling to meet planned
25 program goals and objectives.

26 20.5.1.8 Assure all CONTRACTOR staff are trained and meet
27 performance standards as outlined in this Agreement.

28 20.5.1.9 Evaluate CONTRACTOR staff performance and

1 authorize CONTRACTOR staff development and training activities.

2 20.5.1.10 Direct CONTRACTOR staff performance and all
3 Human Resources (HR) responsibilities.

4 20.5.1.11 Maintain existing linkages to community
5 resources and develop new ones to further program goals and enhance the
6 success of participants.

7 20.5.1.12 Directly supervises the Project Manager, and
8 Finance Manager.

9 Qualifications:

10 20.5.1.13 Bachelor's Degree, preferably in a human
11 services related field.

12 20.5.1.14 A minimum of five (5) years experience
13 organizing, planning and developing programs and services at a management
14 level.

15 20.5.1.15 Three (3) years CalWORKs and/or WTW experience
16 is required.

17 20.5.2 One (1) Project Manager:

18 Duties:

19 20.5.2.1 Assists the Program Director in oversight
20 functions.

21 20.5.2.2 Responsible for the overall performance in all
22 offices.

23 20.5.2.3 Assist Program Director in designing and
24 implementing new components and strategies approved by ADMINISTRATOR.

25 20.5.2.4 Assist Program Director in regularly reviewing
26 all newly developed components.

27 20.5.2.5 Supervise Quality Assurance Manager, Training
28 Manager, Program Manager, and Subcontract Manager; provide support, guidance

1 and accountability.

2 20.5.2.6 Responsible for statistical reports.

3 20.5.2.7 Implements corrective action plans, when
4 necessary, with the assistance of the Program Director.

5 Qualifications:

6 20.5.2.8 Bachelor's Degree, preferably in a human
7 services related field.

8 20.5.2.9 A minimum of four (4) years supervisory
9 experience or equivalent.

10 20.5.2.10 Two (2) years CalWORKs and/or WTW experience is
11 required.

12 20.5.3 One (1) Finance Manager:

13 Duties:

14 20.5.3.1 Oversee the project's fiscal operations.

15 20.5.3.2 Responsible for tracking, analyzing and
16 reporting project financial status.

17 20.5.3.3 Supervise CONTRACTOR support staff and plan
18 activities to meet project deadlines.

19 20.5.3.4 Ensure procedures and policies are in place to
20 facilitate effective and efficient financial reporting compliance with local,
21 State, and CONTRACTOR policies.

22 20.5.3.5 Direct fiscal operations relating to financial
23 planning, funds management, accounting, reporting and disbursement.

24 20.5.3.6 Assist in preparing budget for this Agreement.

25 20.5.3.7 Develop reporting mechanisms to track
26 expenditures and obligations.

27 20.5.3.8 Analyze CONTRACTOR's financial information as it
28 relates to project revenue and balance sheets.

1 20.5.3.9 Review project expenditures to ensure compliance
2 with applicable regulations and program requirements.

3 20.5.3.10 Forecast expenditures used in planning project-
4 wide operations and program specific activities.

5 20.5.3.11 Communicate with ADMINISTRATOR regarding
6 budgets, billing, and financial related matters.

7 20.5.3.12 Prepare billing for ADMINISTRATOR.

8 20.5.3.13 Assist during financial review of program
9 expenditures, and prepares responses to monitoring reports.

10 20.5.3.14 Train CONTRACTOR staff on changes in funding
11 regulations, corporate policies, local operating procedures and contract
12 policies.

13 Qualifications:

14 20.5.3.15 Bachelor's Degree in a related field.

15 20.5.3.16 A minimum of four (4) years supervisory
16 experience or equivalent.

17 20.5.3.17 Two (2) years CalWORKs and/or WTW experience is
18 required.

19 20.5.4 One (1) Training Manager:

20 Duties:

21 20.5.4.1 Responsible for the training and development of
22 all CONTRACTOR staff participating under this Agreement.

23 20.5.4.2 Develops all training required by CONTRACTOR.

24 20.5.4.3 Conduct and monitor all CONTRACTOR required
25 training such as compliance training and HR reports.

26 20.5.4.4 Manage new hire orientation and process new hire
27 paperwork.

28 20.5.4.5 Assist Program Director and Supervisors in the

1 development of procedures based on local, State, and federal guidelines and
2 requirements of this Agreement.

3 20.5.4.6 Train all new Career Consultants and Job
4 Developers.

5 20.5.4.7 Responsible for all HR functions.

6 20.5.4.8 Motivate CONTRACTOR staff and tailor learning
7 activities to meet group and individual needs.

8 20.5.4.9 Develop and implement a feedback and improvement
9 system to ensure training meets the needs of ADMINISTRATOR.

10 Qualifications:

11 20.5.4.10 Bachelor's Degree, preferably in a human
12 services related field or a minimum of three (3) years training experience or
13 equivalent.

14 20.5.4.11 Two (2) years CalWORKs and/or WTW experience is
15 required.

16 20.5.5 One (1) Program Manager:

17 Duties:

18 20.5.5.1 Monitor and assist with the implementation of
19 project goals and objectives.

20 20.5.5.2 Observe and implement actions to meet designed
21 plans.

22 20.5.5.3 Delegate and monitor work progress, and manage
23 CONTRACTOR staff performance.

24 20.5.5.4 Ensure staff training is conducted when
25 appropriate and implement cross training for staff development and operational
26 strength.

27 20.5.5.5 Make decisions to facilitate project
28 accomplishments and ensure they are understood and supported by CONTRACTOR

1 staff.

2 20.5.5.6 Responsible for overseeing functional
3 operations.

4 20.5.5.7 Maintain quality and accountability in all
5 program activities.

6 20.5.5.8 Implements corrective action plans, when
7 necessary, with the assistance of the Program Director.

8 Qualifications:

9 20.5.5.9 Bachelor's Degree, preferably in a human
10 services related field or a minimum of three (3) years experience in
11 management or supervision.

12 20.5.5.10 Two (2) years CalWORKs and/or WTW experience is
13 required.

14 20.5.6 One (1) Quality Assurance Manager:

15 Duties:

16 20.5.6.1 Manage CONTRACTOR's quality assurance program.

17 20.5.6.2 Provide performance feedback and assessment.

18 20.5.6.3 Assist in developing project goals and
19 objectives.

20 20.5.6.4 Responsible for communication and administration
21 of policies and procedures and CONTRACTOR staff development.

22 20.5.6.5 Ensure CONTRACTOR staff training is conducted
23 when appropriate and implement cross training for CONTRACTOR staff development
24 and operational strength.

25 20.5.6.6 Develop and apply methods to monitor, review,
26 and improve work quality.

27 20.5.6.7 Monitor work progress and CONTRACTOR staff
28 performance.

1 20.5.6.8 Oversees County error reports to ensure program
2 integrity.

3 20.5.6.9 Implement corrective action as needed.

4 Qualifications:

5 20.5.6.10 Bachelor's Degree, preferably in a human
6 services related field or a minimum of three (3) years supervisory experience
7 or equivalent.

8 20.5.6.11 Two (2) years CalWORKs and/or WTW experience is
9 required.

10 20.5.7 One (1) Subcontract Manager:

11 Duties:

12 20.5.7.1 Responsible for implementing, managing, and
13 monitoring subcontracts for goal attainment, billing and invoice procedures.

14 20.5.7.2 Oversee monthly statistical reports,
15 documentation, receipt records, and expenditure reports.

16 20.5.7.3 Conduct subcontractor site visits.

17 20.5.7.4 Implement corrective action plans as needed.

18 20.5.7.5 Manage customer complaint processes and
19 reporting.

20 20.5.7.6 Attend community meetings and participate in
21 community activities.

22 Qualifications:

23 20.5.7.7 Bachelor's Degree in a human services related
24 field, or two (2) years experience in management or supervision.

25 20.5.7.8 Two (2) years CalWORKs and/or WTW experience is
26 required.

27 20.5.8 Ten (10) Supervisors:

28 Duties:

1 20.5.8.1 Supervise CONTRACTOR staff; provide performance
2 feedback and assessment.

3 20.5.8.2 Assist in developing and defining project goals
4 and objectives.

5 20.5.8.3 Prioritize assignments, train and develop
6 CONTRACTOR staff while implementing policies and procedures.

7 20.5.8.4 Ensure training is conducted when appropriate
8 and implement cross training for CONTRACTOR staff development and operational
9 strength.

10 20.5.8.5 Develop and apply methods to monitor, review and
11 improve work quality.

12 20.5.8.6 Implement corrective action plans as needed.

13 20.5.8.7 Oversee monthly statistical reports.

14 20.5.8.8 Ensure program quality and integrity.

15 20.5.8.9 Recruit and hire new CONTRACTOR staff.

16 Qualifications:

17 20.5.8.10 Bachelor's Degree, preferably in a human
18 services related field or one (1) year experience in CalWORKs or WTW or
19 equivalent.

20 20.5.8.11 Supervisory experience is preferred.

21 20.5.9 Four (4) Job Developers

22 Duties:

23 20.5.9.1 Responsible for developing relationships with
24 employers and local businesses.

25 20.5.9.2 Make direct contact with employers to establish
26 job leads for participants, and to learn specific employer requirements and
27 expectations.

28 20.5.9.3 Develop working relationships with employers to

1 ensure that employers will hire and promote CalWORKs participants.

2 20.5.9.4 Use special efforts to create job opportunities
3 for participants with learning disabilities, English as a second language, or
4 other barriers to employment.

5 20.5.9.5 Develop a system for communicating job
6 opportunities to participants.

7 20.5.9.6 Work cooperatively with community job
8 developers.

9 Qualifications:

10 20.5.9.7 Bachelor's Degree in a human services related
11 field or equivalent and/or one (1) to three (3) years related experience or
12 equivalent.

13 20.5.9.8 Experience working with the CalWORKs or WTW
14 programs is required.

15 20.5.9.9 Experience in job recruitment preferred.

16 20.5.10 Forty (40) Career Consultants:

17 Duties:

18 20.5.10.1 Facilitate job search and life skills workshops
19 in a motivational, professional, educational, and cooperative environment to
20 maximize employment success.

21 20.5.10.2 Create, update, and maintain participant file.

22 20.5.10.3 Responsible for documentation, service delivery,
23 outcomes and action plans.

24 20.5.10.4 Communicate with WTW staff via completed
25 referral forms, emails, and phone calls.

26 20.5.10.5 Conducts participant outreach through phone
27 calls, mailings, or home visits.

28 20.5.10.6 Responsible for ensuring the consistency of

1 service delivery to the participant.

2 20.5.10.7 Compiles monthly service delivery reports.

3 20.5.10.8 Assists in establishing employment and
4 educational goals and provides services which assist participants in
5 overcoming barriers.

6 20.5.10.9 Meets with community employers to develop
7 employment opportunities.

8 20.5.10.10 Maintain attendance records by documenting
9 mandatory participation hours and progress.

10 20.5.10.11 Facilitate educational and motivational
11 CalWORKs orientations.

12 20.5.10.12 Responsible for providing support services and
13 consultations to referred participants.

14 Qualifications:

15 20.5.10.13 Bachelor's Degree in a human services related
16 field or equivalent and/or one (1) to three (3) years related experience or
17 equivalent.

18 20.5.10.14 Experience working with the CalWORKs or WTW
19 programs is required.

20 20.5.11 Nine (9) Lead Career Consultants:

21 Duties:

22 20.5.11.1 Facilitate job search and life skills workshops
23 in a motivational, professional, educational, and cooperative environment to
24 maximize employment success.

25 20.5.11.2 Create, update, and maintain participant file.

26 20.5.11.3 Responsible for documentation, service delivery,
27 outcomes and action plans.

28 20.5.11.4 Communicate with WTW staff via completed

1 referral forms, emails, and phone calls.

2 20.5.11.5 Conducts participant outreach through phone
3 calls, mailings, or home visits.

4 20.5.11.6 Responsible for ensuring the consistency of
5 service delivery to the participant.

6 20.5.11.7 Compiles monthly service delivery reports.

7 20.5.11.8 Assists in establishing employment and
8 educational goals and provides services which assist participants in
9 overcoming barriers.

10 20.5.11.9 Meets with community employers to develop
11 employment opportunities.

12 20.5.11.10 Maintain attendance records by documenting
13 mandatory participation hours and progress.

14 20.5.11.11 Facilitate educational and motivational
15 CalWORKs orientations.

16 20.5.11.12 Responsible for providing support services and
17 consultations to referred participants.

18 20.5.11.13 Ensure training is conducted when appropriate
19 and implement cross training for CONTRACTOR staff development and operational
20 strength.

21 20.5.11.14 Ensure program quality and integrity.

22 20.5.11.15 Prioritize assignments, train, and develop
23 CONTRACTOR staff while implementing policies and procedures.

24 Qualifications:

25 20.5.11.16 Bachelor's Degree in a human services related
26 field or equivalent and/or one (1) to three (3) years related experience or
27 equivalent.

28 20.5.11.17 Experience working with the CalWORKs or WTW

1 programs is required.

2 20.5.12 Five (5) Account Specialists:

3 Duties:

4 20.5.12.1 Develop, monitor, and compile all required
5 statistical monthly reports.

6 20.5.12.2 Measure contract performance and present
7 statistical reports to managers and supervisors.

8 20.5.12.3 Ensure statistical reporting integrity through
9 review and oversight.

10 20.5.12.4 Prepare and compile back-up documentation for
11 file and audit purposes.

12 20.5.12.5 Prepare and/or verify invoices for accuracy and
13 completeness.

14 20.5.12.6 Assist in preparing budgets for this Agreement.

15 20.5.12.7 Implement policies and procedures to ensure
16 quality financial systems are in place.

17 20.5.12.8 Develop reporting mechanisms to track
18 expenditures.

19 20.5.12.9 Forecast expenditures used in planning
20 project-wide operations and program specific activities.

21 20.5.12.10 Communicate with Program Director and Finance
22 Manager regarding budgets, billing, and financial related matters.

23 20.5.12.11 Prepare billing for ADMINISTRATOR.

24 20.5.12.12 Assist during financial review of program
25 expenditures, and prepare responses to monitoring reports.

26 20.5.12.13 Perform additional duties as assigned.

27 Qualifications:

28 20.5.12.14 Bachelor's Degree in a related field or high

1 school diploma or equivalent.

2 20.5.12.15 Financial and statistical analysis background
3 experience is preferred.

4 20.5.13 Six (6) Administrative Assistants:

5 Duties:

6 20.5.13.1 Receive incoming calls, faxes and referrals and
7 disseminate information to appropriate staff.

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

11 20.5.13.3 Greet participants and on-site visitors, monitor
12 visitor access, and guide visitors to the appropriate personnel or location.

13 20.5.13.4 Perform clerical duties, assist with various
14 tasks, and record information in appropriate files.

15 20.5.13.5 Provide administrative support to program
16 supervisors.

17 Qualifications:

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

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

25 21. HOURS OF OPERATION

26 21.1 CONTRACTOR shall provide service hours that are responsive to the
27 needs of the target population in the region, as determined by ADMINISTRATOR.
28 At a minimum, CONTRACTOR shall provide services during business days Monday

1 through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as
2 established by the Orange County Board of Supervisors. In addition,
3 CONTRACTOR shall address the expanded work hours of operation during the
4 evening and on weekends that may be required to provide services to
5 participants.

6 21.2 COUNTY's holiday schedule is as follows: New Year's Day, Martin
7 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
8 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
9 Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior,
10 written approval from ADMINISTRATOR for any closure outside of COUNTY's
11 holiday schedule. Any unauthorized closure shall be deemed a material breach
12 of this Agreement, pursuant to Paragraph 20, and shall not be reimbursed.

13 ///

14 ///

15 ///

16 ///

17

18

19

20

21

22

23

24

25

26

27

28

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

EXHIBIT D
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ARBOR E & T, LLC
A SUBSIDIARY OF RESCARE, INC.
FOR THE PROVISION OF JOB SERVICES
AND EMPLOYMENT SUPPORT SERVICES
AGREEMENT TO COMPLY WITH THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
INFORMATION TECHNOLOGY SECURITY AND USAGE POLICY

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

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

Information Security Rules of the Road Training

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

Confidentiality Statement

I agree to the confidentiality provisions pursuant to Paragraph 34 of this Agreement. Further I acknowledge and agree to the following:

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

Information pertaining to ADMINISTRATOR's clients shall not be disclosed to anyone, in or out of the workplace, including other employees, nor shall it be published, or used by any employee, except for purposes directly connected with the administration of ADMINISTRATOR's

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

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

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

12 _____
13 Employee's Printed Name

14 _____
15 Employee's Signature

16 _____
17 Date

18 _____
19 Supervisor's Printed Name

20 _____
21 Supervisor's Signature

22 _____
23 Date