

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 20112014, 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 | 9 |
| 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 | 15 |
| 10. | NON-DISCRIMINATION | 15 |
| 11. | NOTICES | 18 |
| 12. | NOTICE OF DELAYS | 19 |
| 13. | INDEMNIFICATION AND INSURANCE | 19 |
| 14. | NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS | 23 |
| 15. | CONFLICT OF INTEREST | 24 |
| 16. | ANTI-PROSELYTISM PROVISION | 24 |
| 17. | SUPPLANTING GOVERNMENT FUNDS | 25 |
| 18. | EQUIPMENT | 25 |
| 19. | BREACH SANCTIONS | 27 |
| 20. | PAYMENTS | 28 |
| 21. | OVERPAYMENTS | 32 |
| 22. | OUTSTANDING DEBT | 33 |
| 23. | REVENUE | 33 |
| 24. | PROGRAM INCOME | 33 |
| 25. | FINAL REPORT | 34 |
| 26. | INDEPENDENT AUDIT | 34 |
| 27. | RECORDS, INSPECTIONS AND AUDITS | 35 |
| 28. | PERSONNEL DISCLOSURE | 37 |
| 29. | EMPLOYMENT ELIGIBILITY VERIFICATION | 39 |
| 30. | ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS | 39 |
| 31. | CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING | 40 |
| 32. | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW | 41 |
| 33. | CONFIDENTIALITY | 41 |
| 34. | COPYRIGHT ACCESS | 42 |
| 35. | WAIVER | 42 |
| 36. | PETTY CASH | 42 |
| 37. | PUBLICITY | 42 |
| 38. | COUNTY RESPONSIBILITIES | 43 |
| 39. | REPORTS | 43 |
| 40. | ENERGY EFFICIENCY STANDARDS | 44 |
| 41. | ENVIRONMENTAL PROTECTION STANDARDS | 44 |
| 42. | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | 44 |
| 43. | POLITICAL ACTIVITY | 46 |
| 44. | TERMINATION PROVISIONS | 46 |
| 45. | GOVERNING LAW AND VENUE | 47 |
| 46. | SIGNATURE IN COUNTERPARTS | 47 |

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 A

1. PROGRAM GOALS AND OBJECTIVE 1
2. REFERRALS 2
3. ORIENTATION 2
4. JOB SERVICES 3
5. MOTIVATION TECHNIQUES AND PROGRAM INFORMATION 11
6. WORK PARTICIPATION REQUIREMENTS 11
7. REPORTING REQUIREMENTS 12

Exhibit B

1. PROGRAM GOALS AND OBJECTIVE 1
2. SERVICES TO BE PROVIDED 2
3. REFERRALS 11
4. REPORTING REQUIREMENTS 12
5. MONTHLY REPORTS 12

Exhibit C

1. POPULATION TO BE SERVED 1
2. PRINCIPLES 2
3. ENGAGEMENT/RE-ENGAGEMENT OUTREACH AND STRATEGIES 2
4. QUALITY CONTROL 4
5. CASE RECORDS 5
6. COORDINATION 6
7. FORMS 6
8. STATEMENT OF NEED 7
9. COMMUNITY OUTREACH 7
10. FAITH-BASED ORGANIZATIONS (FBO) 8
11. PROGRAMMATIC PARTICIPATION 8
12. PERFORMANCE MONITORING AND REVIEWS 8
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 15
20. STAFF 21
21. HOURS OF OPERATION 37

1 1. TERM

2 The term of this Agreement shall commence on July 1, 20112014, and
3 terminate on June 30, 20142015, unless earlier terminated pursuant to the
4 provisions of Paragraph 45 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to obligations with respect to indemnification,
7 audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually
8 agree in writing to extend the term of this Agreement, for up to twelve (12)
9 additional months upon the same terms and conditions, provided that COUNTY's
10 maximum obligation as stated in Subparagraph 21.1 of this Agreement does not
11 increase as a result.

12 2. ALTERATION OF TERMS

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

20 3. DEFINITIONS

21 3.1 ~~All Other Families Assistance Unit: An Assistance Unit that~~
22 ~~includes one (1) or two (2) aided parent(s) or caretaker, and does not meet~~
23 ~~the definition of a Two Parent Assistance Unit.~~

24 3.2 Assessment: An evaluation of employability and the need for
25 support services considering work history; employment knowledge, skills, and
26 abilities; education; educational competency level; and local labor market
27 conditions; physical limitations; or behavioral conditions.

28 3.3 Barriers to Employment: Circumstances that interfere with Welfare-

1 To-Work (WTW) participation, employment, or job search.

2 3.4 CalWORKs: California Work Opportunity and Responsibility to Kids
3 Act of 1997 as described in California WIC Section 11200 et seq.

4 3.5 CalWORKs Assistance: The CalWORKs financial assistance payment.

5 3.6 CalWORKs Federal: WTW activities outside of the CalWORKs (State)
6 WTW 24-Month Time Clock that meet Federal work requirements and must conform
7 to Federal core and non-core hourly requirements as described in WIC Sections
8 11322.8(b) and 11322.85(a)(3).

9 3.7 CalWORKs (State) Activities: The full range of CalWORKs WTW
10 activities during the CalWORKs (State) WTW 24-Month Time Clock with no core
11 hourly requirement.

12 3.8 CalWORKs (State) WTW 24-Month Time Clock: A WTW time clock
13 applicable to all individuals who are required to participate in the
14 CalWORKs/WTW program pursuant to State regulations.

15 3.9 Career Consultant: An employee of CONTRACTOR who is responsible
16 for accepting all Employment Support Services referrals, and is responsible
17 for documentation, service delivery, outcomes, action plans, and provides
18 ongoing support to all participants, as referred by WTW staff.

19 3.10 Cause Determination: A determination of good cause that is
20 conducted when a participant fails or refuses to meet WTW program
21 requirements.

22 3.11 Compliance Plan: A written plan developed by the Case Manager
23 during the Cause Determination interview to correct participant non-compliance
24 with CalWORKs/WTW program requirements.

25 3.12 Computer Information System: ADMINISTRATOR's on-line system that
26 records participant activities, participation, progress, and payments for
27 supportive services.

28 3.13 Domestic Abuse Services Unit (DASU): Employees of ADMINISTRATOR

1 assigned to provide domestic abuse services to participants, consisting of WTW
2 staff ~~Case Managers, Ongoing Services Workers,~~ and ~~Children and Family~~
3 ~~Services (CFS) Division~~ Senior Social Workers.

4 3.14 Earned Income Tax Credit (EITC): A tax credit available to people
5 who have earned income and meet the eligibility criteria as outlined in the
6 Department of the Treasury, Internal Revenue Service Publication 596.

7 3.15 Employment Support Services: Services provided to participants to
8 increase the likelihood of securing employment, retaining employment, and
9 increasing income, thereby reducing assistance payments and recidivism, while
10 promoting family stability and economic self-sufficiency.

11 3.16 Job Developers: Specially trained staff at CalWORKs offices
12 employed by CONTRACTOR who network with employers and assist participants in
13 seeking and securing employment.

14 3.17 Job Placement: Employment of WTW participants during their
15 assignment to Job Services as defined by COUNTY policy.

16 3.18 Job Services: A four (4) week WTW program that consists of open-
17 entry group workshops and active job search.

18 3.19 One-Stop Career Centers: Employment-based facilities, established
19 statewide, that integrate COUNTY and other service providers into single
20 workforce centers which provide comprehensive career services and labor market
21 information to participants seeking jobs under various Federal and State
22 funded programs.

23 3.20 Participants: Recipients of CalWORKs financial assistance
24 benefits who are required to participate, or have voluntarily enrolled, in the
25 WTW program pursuant to State regulations.

26 3.21 Personal Empowerment Program (PEP): A ten (10) week class for
27 domestic abuse victims and their families, as well as for perpetrators of
28 domestic abuse. Classes are offered at domestic abuse shelters.

1 3.22 Post-placement Participants: Participants who are currently
2 employed at least thirty-two (32) hours per week for all other assistance
3 units or thirty-five (35) hours per week for Two (2) Parent Assistance Units,
4 meeting required WTW participation hours through unsubsidized employment and
5 remain on aid.

6 3.23 Pre-placement Participants : Those participants who are not
7 employed at least thirty-two (32) hours per week for all other assistance
8 units or thirty-five (35) hours per week for Two (2) Parent Assistance Units.

9 3.24 Recipients: Persons receiving CalWORKs financial assistance.

10 3.25 Supportive Services: Payments provided to or on behalf of WTW
11 participants for ancillary, child care, and transportation expense costs.

12 3.26 Two-Parent Assistance Unit: An Assistance Unit that includes two
13 (2) aided non-disabled, natural or adoptive parents of the same aided or
14 Supplemental Security Income/State Supplementary Program (SSI/SSP) minor child
15 living in the home. (Moved to the one place it is used in the Exhibit, Section
16 6.4, page 12)

17 3.27 Unsubsidized Employment: Employment without government subsidy.

18 3.28 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act
19 which requires parents or caretakers in families on CalWORKs assistance,
20 unless exempted, to meet work requirements by participating in WTW activities
21 with a goal of unsubsidized employment leading to self-sufficiency.

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

1 disabilities and employers.

2 3.30 WTW Activities: Allowable activities to which a participant may
3 be assigned ~~as specified in the WIC and the Orange County CalWORKs Plan.~~

4 3.31 Welfare-To-Work (WTW) Case Manager: An employee of ADMINISTRATOR
5 or other COUNTY contractor who provides case management services to ongoing
6 participants.

7 ~~3.32 Welfare To Work (WTW) Plan: A plan developed by the WTW Case
8 Manager and the participant that specifies work related activities that the
9 participant shall engage, and the services to be provided to the participant.~~

10 3.33 Welfare-To-Work (WTW) Staff: ADMINISTRATOR's staff and other
11 contracted staff with the authority to refer participants for services as
12 defined by COUNTY policy.

13 3.34 Work-Participation: The number of hours per week a participant is
14 required to engage in WTW activities, based on Federal and State requirements.

15 ~~3.32 Worksite Provider: Public, non-profit and for-profit
16 businesses where participants may perform their WTW activity. The Worksite
17 Provider may or may not be the employer of record in the subsidized employment
18 program.~~

19 4. STATUS OF CONTRACTOR

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

28 CONTRACTOR, its agents, employees and volunteers, shall not be entitled

1 to any rights and/or privileges of COUNTY employees, and shall not be
2 considered in any manner to be COUNTY employees.

3 5. DESCRIPTION OF SERVICES, STAFFING

4 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
5 and supplies as described in the Exhibits to the Agreement Between County of
6 Orange and ARBOR E & T, LLC, a subsidiary of ResCare, Inc., for the Provision
7 of Job Services and Employment Support Services, attached hereto and
8 incorporated herein by reference: Exhibit "A" relating to Job Services,
9 Exhibit "B" relating to Employment Support Services, and Exhibit "C" relating
10 to Service Conditions and Exhibit "D" relating to Agreement to Comply with the
11 County of Orange Social Services Agency Information Technology Security and
12 Usage Policy. CONTRACTOR shall operate continuously throughout the term of
13 this Agreement with the number and type of staff described and as required for
14 provision of services hereunder.

15 5.2 Subject to thirty (30) days advance notice, ADMINISTRATOR may
16 require changes in staffing allocations to reflect current workload demands or
17 service needs as long as COUNTY's maximum obligation as set forth in this
18 Agreement is not exceeded.

19 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
20 appropriate staff to attend an orientation session and subsequent training
21 sessions given by COUNTY.

22 6. LICENSES AND STANDARDS

23 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
24 required by the laws of the United States, State of California, County of
25 Orange and all other appropriate governmental agencies to perform the services
26 described in this Agreement, and agrees to maintain these licenses and permits
27 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
28 that its employees shall conduct themselves in compliance with such laws and

1 licensure requirements including, without limitation, compliance with laws
2 applicable to sexual harassment and ethical behavior.

3 6.2 In the performance of this Agreement, CONTRACTOR shall comply,
4 unless waived in whole or in part by ADMINISTRATOR, with all applicable
5 provisions of the WIC; Title 45 of the Code of Federal Regulations (CFR);
6 Federal Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87;
7 Title 48 CFR 31.2; and all applicable laws and regulations of the United
8 States, State of California, County of Orange Social Services Agency and all
9 administrative regulations, rules and policies adopted thereunder as each and
10 all may now exist or be hereafter amended.

11 6.3 For federally funded Agreements in the amount of \$25,000 or more,
12 CONTRACTOR certifies that its officers and/or principles are not debarred or
13 suspended from federal financial assistance programs and/or activities.

14 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

15 7.1 Delegation and Assignment:

16 ~~CONTRACTOR shall neither delegate its duties or obligations nor~~
17 ~~assign its rights with respect to this Agreement, either in whole or in part.~~
18 ~~Any such attempted delegation or assignment shall be void. The transfer of~~
19 ~~assets in excess of ten (10) percent of the total assets of CONTRACTOR, or any~~
20 ~~change in the corporate structure, the governing body, or the management of~~
21 ~~CONTRACTOR, which occurs as a result of such transfer, shall be deemed an~~
22 ~~assignment of benefits under the terms of this Agreement and shall be void.~~

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

1 the management of CONTRACTOR, which occurs as a result of such transfer, shall
2 be deemed an assignment of benefits under the terms of this Agreement
3 requiring COUNTY approval.

4 7.2 Subcontracts:

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

12 7.2.1 Subcontracts of \$25,000 or less:

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

21 7.2.2 Subcontracts in excess of \$25,000:

22 CONTRACTOR shall develop and submit for approval to
23 ADMINISTRATOR a system for the procurement of subcontracts with any
24 organization in which the total cumulative cost of services provided by any
25 single organization is anticipated to exceed twenty-five thousand dollars
26 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed
27 procurement system shall take into consideration such factors as: degree of
28 price competition; pricing policies and techniques; experience and quality of

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

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

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

19 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

20 8.1 Form of Business Organization:

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

25 8.1.1 The form of CONTRACTOR's business organization, e.g.,
26 proprietorship, partnership, corporation, etc.

27 8.1.2 A detailed statement indicating the relationship of
28 CONTRACTOR, by way of ownership or otherwise, to any parent organization or

1 individual.

2 8.1.3 A detailed statement indicating the relationship of
3 CONTRACTOR to any subsidiary business organization or to any individual who
4 may be providing services, supplies, material or equipment to CONTRACTOR or in
5 any manner does business with CONTRACTOR under this Agreement.

6 8.2 Change in Form of Business Organization:

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

14 8.3 Real Property Disclosure:

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

20 8.3.1 The location by street address and city of any such real
21 property.

22 8.3.2 The fair market value of any such real property as such
23 value is reflected on the most recently issued County Tax Collector's tax
24 bill.

25 8.3.3 A detailed description of all existing and pending
26 agreements, with respect to the use or occupation of any such real property.
27 Such description shall include, but not be limited to:

28 8.3.3.1 The term duration of any rental, lease or

1 license agreement;

2 8.3.3.2 The amount of monetary consideration to be paid
3 to the lessor or licensor over the term of the rental, lease or license
4 agreement;

5 8.3.3.3 The type and dollar value of any other
6 consideration to be paid to the lessor or licensor; and

7 8.3.3.4 The full names and addresses of all parties to
8 any agreement concerning the real property and a listing of liens (if any)
9 thereof, together with a listing by full names and addresses of all officers,
10 directors and stockholders of any private corporation and a similar listing of
11 all general and limited partners of any partnership which is a party.

12 8.3.4 A listing by full names of all of CONTRACTOR's officers,
13 directors and/or partners, members of its administrative and advisory boards,
14 staff and consultants, who have any family relationship by marriage or blood
15 with a party to any agreement concerning real property referred to in
16 Subparagraph 8.3.3, immediately above, or who have any present or future
17 financial interest in such person's business, whether the entity concerned is
18 a corporation or partnership. Such listing shall also include the full names
19 of all of CONTRACTOR's officers, directors, partners and those holding a
20 financial interest. Included are members of its advisory boards, members of
21 its staff and consultants, who have any family relationship by marriage or
22 blood, to an officer, director, or stockholder of the corporation or to any
23 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
24 also indicate the names of the officers, directors, stockholders, or
25 partner(s), as appropriate, and the family relationship which exists between
26 such person(s) and CONTRACTOR's representatives listed.

27 8.3.5 True and correct copies of all agreements with respect to
28 any such real property shall be appended to the affidavit described above and

1 made a part thereof. If, during the term of this Agreement, there is a change
2 in the agreement(s) with respect to real property where persons receive
3 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
4 describing such changes.

5 9. USE OF COUNTY PROPERTY

6 9.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
7 space, office furniture, and office equipment located in any and all offices
8 and COUNTY facilities at which CONTRACTOR shall be collocated with COUNTY
9 staff pursuant to this Agreement, as is more particularly set forth in that
10 certain real estate agreement described in Subparagraph 9.2, below. As stated
11 in the lease or license agreement, said office space, office furniture, and
12 equipment shall be used solely by employees of CONTRACTOR while performing
13 their assigned duties pursuant to this Agreement.

14 9.2 CONTRACTOR shall enter into a rent-free lease or license agreement
15 with ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall execute
16 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
17 of said document to CONTRACTOR. Failure to execute the lease or license
18 agreement will result in a breach of this Agreement.

19 10. NON-DISCRIMINATION

20 10.1 In the performance of this Agreement, CONTRACTOR agrees that it
21 shall not engage nor employ any unlawful discriminatory practices in the
22 admission of participants, provision of services or benefits, assignment of
23 accommodations, treatment, evaluation, employment of personnel or in any other
24 respect on the basis of sex, race, color, ethnicity, national origin,
25 ancestry, religion, age, marital status, medical condition, sexual
26 orientation, sexual preference, physical or mental disability or any other
27 protected group in accordance with the requirements of all applicable Federal
28 or State laws.

1 10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
2 meets the lawful and applicable requirements of the Department of Health and
3 Human Services.

4 10.3 CONTRACTOR shall furnish any and all information requested by
5 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
6 books, records and accounts in order to ascertain CONTRACTOR's compliance with
7 Paragraph 10 et seq.

8 10.4 CONTRACTOR shall comply with Executive Order 11246, entitled
9 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
10 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

11 10.5 Non-Discrimination in Employment

12 10.5.1 All solicitations or advertisements for employees placed
13 by or on behalf of CONTRACTOR shall state that all qualified applicants will
14 receive consideration for employment without regard to sex, race, color,
15 ethnicity, national origin, ancestry, religion, age, marital status, medical
16 condition, sexual orientation, sexual preference, physical or mental
17 disability or any other protected group in accordance with the requirements of
18 all applicable Federal or State laws. Notices describing the provisions of the
19 equal opportunity clause shall be posted in a conspicuous place for employees
20 and job applicants.

21 10.5.2 CONTRACTOR shall refer any and all employees desirous of
22 filing a formal discrimination complaint to:

23 California Department of Social Services

24 Public Inquiry and Response Bureau

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

26 Sacramento, California 94244-2430

27 Telephone: 1-800-952-5253

28 1-800-952-8349 (For the hard of hearing)

1 10.6 Non-Discrimination in Service Delivery

2 10.6.1 CONTRACTOR shall comply with Title VI and VII of the Civil
3 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973,
4 as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act
5 of 1977, as amended, and in particular Section 272.6; Title II of the
6 Americans with Disabilities Act of 1990; California Civil Code Section 51 et
7 seq., as amended; California Government Code Sections (CGC) 11135-11139.5, as
8 amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title
9 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR
10 Section 3105A(e); the Dymally-Allatorre Bilingual Services Act (CGC Section
11 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
12 Act of 1996; and other applicable Federal and State laws, as well as their
13 implementing regulations (including Title 45 Code of Federal Regulations (CFR)
14 Parts 80, 84, and 91, Title 7 CFR Part 15, and Title 28 CFR Part 42), and any
15 other law pertaining to Equal Employment Opportunity, Affirmative Action and
16 Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR
17 shall not implement any administrative methods or procedures which would have
18 a discriminatory effect or which would violate the California Department of
19 Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21,
20 Chapter 21-100. If there are any violations of this Paragraph, CDSS shall
21 have the right to invoke fiscal sanctions or other legal remedies in
22 accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other
23 laws, or the issue may be referred to the appropriate Federal agency for
24 further compliance action and enforcement of Subparagraph 10.6 et seq.

25 10.6.2 CONTRACTOR shall provide any and all participants desirous
26 of filing a formal complaint any and all information as appropriate:

27 10.6.2.1 Pamphlet: "Your Rights Under California Welfare
28 Programs" (PUB 13)

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

10.6.2.2 Discrimination Complaint Form

10.6.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-~~8880~~-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. ~~8-16-70~~-15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

11. NOTICES

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

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

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

1 With copy to:

2 ResCare, Inc.
3 9901 Linn Station Road
4 Louisville, KY 40223
5 Attn: General Counsel

6 And

7 Arbor E & T, LLC
8 100 S. Anaheim Blvd., Suite 220
9 Anaheim, CA 92805

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

16 12. NOTICE OF DELAYS

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

22 13. INDEMNIFICATION

23 13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
24 writing by COUNTY, which approval shall not be unreasonably withheld, and hold
25 U.S. Department of Health and Human Services, the State, COUNTY, and their
26 elected and appointed officials, officers, employees, agents and those special
27 districts and agencies which COUNTY's Board of Supervisors acts as the
28 governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or
liability of any kind or nature, including but not limited to personal injury
or property damage, arising from or related to the services, products or other
performance provided by CONTRACTOR pursuant to this Agreement. If judgment is

1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
2 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
3 CONTRACTOR and COUNTY agree that liability will be apportioned as determined
4 by the court. Neither party shall request a jury apportionment.

5 14. INSURANCE

6 14.1 Prior to the provision of services under this Agreement,
7 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
8 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
9 endorsements required herein, necessary to satisfy COUNTY that the insurance
10 provisions of this Agreement have been complied with, and to keep such
11 insurance coverage and the certificates therefore on deposit with
12 ADMINISTRATOR during the entire term of this Agreement.

13 14.2 CONTRACTOR shall ensure that all subcontractors performing work on
14 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
15 to the same terms and conditions as set forth herein for CONTRACTOR.

16 14.3 All self-insured retentions (SIRs) and deductibles shall be
17 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
18 apply, indicate this on the Certificate of Insurance with a "0" by the
19 appropriate line of coverage. Any self-insured retention (SIR) or deductible
20 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
21 specifically be approved by the County Executive Office (CEO)/Office of Risk
22 Management.

23 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
24 the full term of this Agreement, COUNTY may terminate this Agreement.

25 14.5 Qualified Insurer

26 14.5.1 Minimum insurance company ratings as determined by the
27 most current edition of the Best's Key Rating Guide/Property-Casualty/United
28 States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII

1 (Financial Size Category).

2 14.5.2 The policy or policies of insurance required herein must
3 be issued by an insurer licensed to do business in the State of California
4 (California Admitted Carrier). If the insurer is a non-admitted carrier in the
5 State of California and does not meet or exceed an A.M. Best rating of A-
6 /VIII, CEO/Office of Risk Management retains the right to approve or reject
7 carrier after a review of the company's performance and financial ratings. If
8 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-
9 /VIII, ADMINISTRATOR can accept the insurance.

10 14.6 The policy or policies of insurance maintained by CONTRACTOR shall
11 provide the minimum limits and coverage as set forth below:

| 12 <u>Coverage</u> | <u>Minimum Limits</u> |
|--|---|
| 13 14 Commercial General Liability | \$1,000,000 per occurrence \$2,000,000 aggregate |
| 15 16 Automobile Liability including coverage for 17 owned, non-owned and hired vehicles | \$1,000,000 per occurrence |
| 18 Workers' Compensation | Statutory |
| 19 Employer's Liability Insurance | \$1,000,000 per occurrence |
| 20 Professional Liability Insurance | \$1,000,000 per claims made 21 or per occurrence |
| 22 Sexual Misconduct Liability | \$1,000,000 per occurrence |

24 14.7 Required Coverage Forms

25 14.7.1 Commercial General Liability coverage shall be written on
26 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
27 liability coverage at least as broad.

28 14.7.2 Business Auto Liability coverage shall be written on ISO

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

3 14.8 Required Endorsements

4 14.8.1 Commercial General Liability policy shall contain the
5 following endorsements, which shall accompany the Certificate of insurance:

6 14.8.1.1 An Additional Insured endorsement using ISO form
7 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,
8 its elected and appointed officials, officers, employees, agents as Additional
9 Insureds.

10 14.8.1.2 A primary non-contributing endorsement
11 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
12 insurance maintained by the County of Orange shall be excess and non-
13 contributing.

14 14.9 All insurance policies required by this Agreement shall waive all
15 rights of subrogation against the County of Orange and members of the Board of
16 Supervisors, its elected and appointed officials, officers, agents and
17 employees when acting within the scope of their appointment or employment.

18 14.10 The Workers' Compensation policy shall contain a waiver of
19 subrogation endorsement waiving all rights of subrogation against the County
20 of Orange, and members of the Board of Supervisors, its elected and appointed
21 officials, officers, agents and employees.

22 14.11 All insurance policies required by this Agreement shall give the
23 County of Orange thirty (30) days' notice in the event of cancellation and ten
24 (10) days for non-payment of premium. This shall be evidenced by policy
25 provisions or an endorsement separate from the Certificate of Insurance.

26 14.12 If CONTRACTOR's Professional Liability policy is a "claims made"
27 policy, CONTRACTOR shall agree to maintain professional liability coverage for
28 two (2) years following completion of this Agreement.

1 14.13 The Commercial General Liability policy shall contain a
2 severability of interests clause also known as a "separation of insureds"
3 clause (standard in the ISO CG 00 01 policy)

4 14.14 Insurance certificates should be mailed to COUNTY at the address
5 indicated in Paragraph 11 of this Agreement.

6 14.15 If CONTRACTOR fails to provide the insurance certificates and
7 endorsements within seven (7) days of notification by CEO/County Procurement
8 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

9 14.16 COUNTY expressly retains the right to require CONTRACTOR to
10 increase or decrease insurance of any of the above insurance types throughout
11 the term of this Agreement. Any increase or decrease in insurance will be as
12 deemed by County of Orange Risk Manager as appropriate to adequately protect
13 COUNTY.

14 14.17 COUNTY shall notify CONTRACTOR in writing of changes in the
15 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
16 certificates of insurance and endorsements with COUNTY incorporating such
17 changes within thirty (30) days of receipt of such notice, this Agreement may
18 be in breach without further notice to CONTRACTOR, and COUNTY shall be
19 entitled to all legal remedies.

20 14.18 The procuring of such required policy or policies of insurance
21 shall not be construed to limit CONTRACTOR's liability hereunder nor to
22 fulfill the indemnification provisions and requirements of this Agreement, nor
23 act in any way to reduce the policy coverage and limits available from the
24 insurer.

25 15. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

26 CONTRACTOR shall report to COUNTY:

27 15.1 Any accident or incident relating to services performed under this
28 Agreement which involves injury or property damage which may result in the

1 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
2 shall be made in writing within twenty-four (24) hours of occurrence.

3 15.2 Any third party claim or lawsuit filed against CONTRACTOR arising
4 from or related to services performed by CONTRACTOR under this Agreement.
5 Such report shall be submitted to COUNTY within twenty-four (24) hours of
6 occurrence.

7 15.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
8 property. Such report shall be submitted to COUNTY within twenty-four (24)
9 hours of occurrence.

10 15.4 Any loss, disappearance, destruction, misuse, or theft of any kind
11 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
12 under the term of this Agreement. Such report shall be submitted to COUNTY
13 within twenty-four (24) hours of occurrence.

14 16. CONFLICT OF INTEREST

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

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

25 17. ANTI-PROSELYTISM PROVISION

26 No funds provided directly to institutions or organizations to provide
27 services and administer programs under Title 42 U.S.C. Section 604(a)(1)(A)
28 shall be expended for sectarian worship, instruction, or proselytization,

1 except as otherwise permitted by law.

2 18. SUPLANTING GOVERNMENT FUNDS

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

12 19. EQUIPMENT

13 19.1 All items purchased with funds provided under this Agreement, or
14 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
15 at least five thousand dollars (\$5,000.00), including sales tax, shall be
16 considered Capital Equipment. Title to all items of Capital Equipment
17 purchased vests and will remain in COUNTY as such shall be designated by
18 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
19 performance of this Agreement. Upon the termination of this Agreement,
20 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
21 or its representatives, or dispose of them in accordance with the directions
22 of ADMINISTRATOR.

23 CONTRACTOR further agrees to the following:

24 19.1.1 To maintain all items of Capital Equipment in good working
25 order and condition, normal wear and tear excepted.

26 19.1.2 To label all items of Capital Equipment, do periodic
27 inventories as required by ADMINISTRATOR and to maintain an inventory list
28 showing where and how the Capital Equipment is being used, in accordance with

1 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
2 ADMINISTRATOR within ten (10) days of any request therefor.

3 19.1.3 To report in writing to ADMINISTRATOR immediately after
4 discovery, the loss or theft of any items of Capital Equipment. For stolen
5 items, the local law enforcement agency must be contacted and a copy of the
6 police report submitted to ADMINISTRATOR.

7 19.1.4 To purchase a policy or policies of insurance covering
8 loss or damage to any and all Capital Equipment purchased under this
9 Agreement, in the amount of the full replacement value thereof, providing
10 protection against the classification of fire, extended coverage, vandalism,
11 malicious mischief and special extended perils (all risks) covering the
12 parties' interests as they appear.

13 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be
14 requested in writing, shall require the prior written approval of
15 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
16 appropriate and directly related to CONTRACTOR's service or activity under the
17 terms of this Agreement. COUNTY may refuse reimbursement for any costs
18 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
19 if prior written approval has not been obtained from ADMINISTRATOR.

20 19.3 Personal Computer Equipment:

21 No personal computers and/or personal electronic devices, such as
22 tablets and laptop computers, or any component thereof may be purchased with
23 funds provided under this Agreement, regardless of purchase price, without
24 prior written approval of ADMINISTRATOR. Any such purchase thereof purchased
25 shall be in accordance with specifications provided by ADMINISTRATOR, be
26 subject to the same inventory control conditions specified in Subparagraphs
27 19.1.1 to 19.1.4 and, at the sole discretion of ADMINISTRATOR, become the
28 property of COUNTY upon termination of this Agreement.

1 19.4 COUNTY intends to permit CONTRACTOR the use of computer equipment
2 provided by ADMINISTRATOR. Said computer equipment shall be used solely by
3 employees of CONTRACTOR while performing their assigned duties pursuant to
4 this Agreement and shall remain the property of COUNTY. Upon request,
5 CONTRACTOR shall enter into a separate computer usage agreement with
6 ADMINISTRATOR, attached hereto as Exhibit D, regarding information security
7 and use of computer equipment provided by ADMINISTRATOR, and will execute all
8 terms and conditions of said agreement upon ADMINISTRATOR's presentation of
9 said document to CONTRACTOR. Upon execution, the terms of the computer usage
10 agreement shall be incorporated into this Agreement. CONTRACTOR shall be
11 required to complete information security and computer usage training provided
12 by ADMINISTRATOR. Failure to execute the agreement and/or complete training
13 shall result in a breach of this Agreement.

14 20. BREACH SANCTIONS

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

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

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

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

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

1 21. PAYMENTS

2 21.1 Maximum Contractual Obligation:

3 The maximum obligation of COUNTY under this Agreement shall not
4 exceed ~~the amount of \$43,473,945;~~ the amount of \$14,491,315 11,786,712 for
5 ~~July 1, 20112014 through June 30, 20122015;~~ the amount of \$14,491,315 for July
6 ~~1, 20122015 through June 30, 20132016;~~ and the amount of \$14,491,315 for July
7 ~~1, 20132016 through June 30, 20142017,~~ or actual allowable costs, whichever is
8 less.

9 21.2 Allowable Costs:

10 During the term of this Agreement, COUNTY shall pay CONTRACTOR
11 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
12 pursuant to this Agreement, as defined in Title 48 CFR 31.2 or as approved by
13 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
14 for anticipated allowable costs that will be incurred by CONTRACTOR for June
15 ~~20122015, June 20132016, and June 20142017,~~ during the months of such
16 anticipated expenditure.

17 21.3 CONTRACTOR's Fees:

18 ~~CONTRACTOR shall be paid a maximum fee of \$2,230,179 for each~~
19 ~~fiscal year in this Agreement is in effect as follows: twelve (12) payments of~~
20 ~~\$185,848.25 each, for the periods July 1, 20112014 through June 30, 20122015;~~
21 ~~July 1, 20122015 through June 30, 2013; and July 1, 2013 through June 30,~~
22 ~~2014: monthly in arrears, for each month or any portion thereof that this~~
23 ~~Agreement is in effect. CONTRACTOR shall be paid \$156,787.16 monthly in~~
24 ~~arrears, for each month or any portion thereof that this Agreement is in~~
25 ~~effect for a total aggregate of \$1,881,446. It is mutually understood that the~~
26 ~~fees specified in this Paragraph shall fully compensate CONTRACTOR for general~~
27 ~~and administrative and/or overhead costs, and/or any other indirect costs and~~
28 ~~that any such costs not specified in Paragraph 19 of Exhibit C to this~~

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

4 21.4 Claims:

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

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

22 ~~21.4.3 CONTRACTOR acknowledges that the amount of reimbursement~~
23 ~~on a claim received by ADMINISTRATOR after the twentieth (20th) calendar day~~
24 ~~of the month shall be reduced, in accordance with the following table:~~

| | |
|--|---|
| 1 to 30 calendar days late | 10% reduction of claim amount to be paid |
| 31 to 60 calendar days late | 20% reduction of claim amount to be paid |
| 61 to 90 calendar days late | 30% reduction of claim amount to be paid |
| Over 90 calendar days late | 40% reduction of claim amount to be paid |

1 21.4.4 ~~CONTRACTOR and ADMINISTRATOR agree that all reductions of~~
2 ~~a late claim included in the table above shall be based upon the amount of~~
3 ~~CONTRACTOR's correctly submitted claim amount to be paid.~~

4 21.4.5 Payments should be released by COUNTY within a reasonable
5 time period of approximately thirty (30) days after receipt of a correctly
6 completed claim form and required supporting documentation.

7 21.4.6 Final Claim/Settlement:

8 21.4.6.1 Final claims for the term of July 1, ~~2011~~2014
9 through June 30, ~~2012~~2015, must be received no later than August 30, ~~2012~~2015
10 at 5:00 p.m.

11 ~~21.4.6.2 Final claims for the term of July 1, 2012~~2015
12 ~~through June 30, 2013~~2016, must be received no later than August 30, ~~2013~~2016
13 ~~at 5:00 p.m.~~

14 ~~21.4.6.3 Final claims for the term of July 1, 2013~~2016
15 ~~through June 30, 2014~~2017, must be received no later than August 30, ~~2014~~2017
16 ~~at 5:00 p.m.~~

17 21.4.6.4 Claims received after the date specified in
18 Subparagraph 21.4.6.1 may not be reimbursed. ADMINISTRATOR may, in its sole
19 discretion, modify the date upon which the final claim must be received, upon
20 notice to CONTRACTOR.

21 21.4.7 The basis for final settlement shall be the actual
22 allowable costs as defined in Title 48 CFR Section 31.2, incurred and paid by
23 CONTRACTOR pursuant to this Agreement; limited, however, to the maximum
24 obligation of COUNTY. In the event that any overpayment has been made, COUNTY
25 may offset the amount of the overpayment against the final payment. In the
26 event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all
27 such sums within five (5) days of notice from COUNTY. Nothing herein shall be
28 construed as limiting the remedies of COUNTY in the event an overpayment has

1 been made.

2 21.4.8 Seventy-Five Percent Expenditure Notification:

3 CONTRACTOR shall maintain a system of record keeping that
4 will allow CONTRACTOR to determine when it has incurred seventy-five percent
5 (75%) of the total contract authorizations under this Agreement.

6 Upon occurrence of this event, CONTRACTOR shall send
7 written notification to ADMINISTRATOR.

8 21.4.9 Financial Penalties for Underperformance

9 21.4.9.1 CONTRACTOR shall be assessed financial penalties
10 for each quarterly period of underperformance per Subparagraph 21.4.9.2, with
11 respect to Placement Rates and Average Starting Wage.

12 21.4.9.2 Quarterly periods are defined as: ~~October 1,~~
13 ~~2011 through December 31, 2011; January 1, 2012 through March 31, 2012; and~~
14 ~~April 1, 2012 through June 30, 2012, for the first fiscal year of this~~
15 ~~Agreement; and July 1 through September 30; October 1 through December 31;~~
16 ~~January 1 through March 31; and April 1 through June 30, thereafter for each~~
17 ~~subsequent the fiscal year of this Agreement.~~ The financial penalties will be
18 assessed for each quarterly period in which the average is less than the
19 percentage specified in Table 1 below of Job Services participants that are
20 placed in employment; or the average starting wage is less than the amount
21 specified in Table 2 below of those placed in employment. The financial
22 penalty for the quarter of underperformance will be equal to the percentage
23 specified in the tables below of the quarterly maximum obligation amount; one
24 or both penalties may be levied in a single quarter.

25 ///

26 ///

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

///

1 23. OUTSTANDING DEBT

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

5 24. REVENUE

6 Whenever CONTRACTOR receives any money specifically designated for use
7 in programs funded through this Agreement, such monies shall be considered to
8 be a cost off-set and treated as a reduction against the amount claimed by
9 CONTRACTOR, except for Program Income as defined in Title 45 CFR, Section
10 92.25 as that section currently exists or may be hereafter amended. The
11 procedure for designating money as Program Income is set forth in Paragraph 25
12 of this Agreement.

13 25. PROGRAM INCOME

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

19 25.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed
20 Program Income;

21 25.2 Set up and maintain a separate bank account for any proposed
22 Program Income and account for any and all such income received; and

23 25.3 Report to ADMINISTRATOR any and all Program Income received no
24 later than thirty (30) days from the date of receipt; record the amount
25 received on internal financial records; and indicate the amount received on
26 the monthly claim submitted to ADMINISTRATOR.

27 25.4 ADMINISTRATOR will then forward the plan for the requested use of
28 the proposed Program Income to the appropriate State and/or Federal agencies

1 for approval.

2 25.5 CONTRACTOR shall not spend any of the proposed Program Income
3 unless or until such time as ADMINISTRATOR obtains authorization for the use
4 of the Program Income from the responsible State and/or Federal agency and
5 provides CONTRACTOR with prior written approval for the use of the funds.

6 25.6 ADMINISTRATOR may issue future policy statements and/or
7 instructions with respect to Program Income. CONTRACTOR shall immediately
8 comply with such policy statements and/or instructions.

9 26. FINAL REPORT

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

15 27. INDEPENDENT AUDIT

16 27.1 CONTRACTOR shall employ a licensed certified public accountant who
17 shall prepare and file with ADMINISTRATOR, a compliance audit in accordance
18 with CDSS MPP Section 23-640.2. The audit must be performed in accordance
19 with generally accepted government auditing standards. CONTRACTOR shall
20 cooperate with COUNTY, State and/or Federal agencies to ensure that corrective
21 action is taken within six (6) months after issuance of all audit reports with
22 regard to audit exceptions.

23 27.2 It is mutually understood that CONTRACTOR's review periods cover
24 fiscal years beginning ~~July~~ January 1 through ~~June 30~~ December 31. CONTRACTOR
25 shall provide ADMINISTRATOR its organization-wide audits within fourteen
26 calendar (14) days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply
27 with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
28 payment under this or any other subsequent Agreement with CONTRACTOR until

1 such time as the required audits are provided to ADMINISTRATOR. ADMINISTRATOR
2 may modify the date upon which the independent audits must be received, upon
3 notice to CONTRACTOR.

4 28. RECORDS, INSPECTIONS AND AUDITS

5 28.1 Financial Records:

6 28.1.1 CONTRACTOR shall prepare and maintain accurate and
7 complete financial records. Financial records shall be retained, by
8 CONTRACTOR, for a minimum of five (5) years from the date of final payment
9 under this Agreement or until all pending ADMINISTRATOR, State and Federal
10 audits are completed, whichever is later.

11 28.1.2 CONTRACTOR shall establish and maintain reasonable
12 accounting, internal control and financial reporting standards in conformity
13 with generally accepted accounting principles established by the American
14 Institute of Certified Public Accountants and to the satisfaction of
15 ADMINISTRATOR.

16 28.2 Client Participant Records:

17 28.2.1 CONTRACTOR shall prepare and maintain accurate and
18 complete records of participants, and dates and type of services provided
19 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

20 28.2.2 All participant records related to services provided under
21 the terms of this Agreement shall be retained by CONTRACTOR for a minimum of
22 five (5) years from the date of final payment under this Agreement or until
23 all pending COUNTY, State and Federal audits are completed, whichever is
24 later. Notwithstanding anything to the contrary, upon termination of this
25 Agreement, CONTRACTOR shall relinquish control with respect to participant
26 records to COUNTY in accordance with Subparagraph 45.2.

27 28.2.3 COUNTY may refuse payment for a claim if participant
28 records are determined by COUNTY to be incomplete or inaccurate. In the event

1 participant records are determined to be incomplete or inaccurate after
2 payment has been made, COUNTY may treat such payment as an overpayment within
3 the provisions of this Agreement.

4 28.3 Public Records:

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

10 28.4 Inspections and Audits:

11 28.4.1 The Department of Health and Human Services, Comptroller
12 General of the United States, Director of the California Department of Social
13 Services, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller
14 and Internal Audit Department, or any of their authorized representatives,
15 shall have access to any books, documents, papers and records, including
16 medical records, of CONTRACTOR which any of them may determine to be pertinent
17 to this Agreement for the purpose of financial monitoring. Further, all the
18 above mentioned persons have the right at all reasonable times to inspect or
19 otherwise evaluate the work performed or being performed under this Agreement
20 and the premises in which it is being performed.

21 28.4.2 CONTRACTOR shall make available its books and financial
22 records within the borders of Orange County within ten (10) days after receipt
23 of written demand by ADMINISTRATOR.

24 28.4.3 In the event CONTRACTOR does not make available its books
25 and financial records within the borders of Orange County, CONTRACTOR agrees
26 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
27 designee, necessary to obtain CONTRACTOR's books and financial records.

28 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's

1 liability to the State or Federal government or any agency thereof resulting
2 from any disallowances or other audit exceptions to the extent that such
3 liability is attributable to CONTRACTOR's failure to perform under this
4 Agreement.

5 28.5 Evaluation Studies:

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

9 29. PERSONNEL DISCLOSURE

10 29.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
11 all personnel providing services hereunder, including resumes and job
12 applications. Changes to the list will be immediately provided to
13 ADMINISTRATOR in writing, along with a copy of a resume and/or job
14 application. The list shall include:

15 29.1.1 Names of all full or part-time personnel by title,
16 including volunteer personnel, whose direct services are required to provide
17 the programs described herein;

18 29.1.2 A brief description of the functions of each position and
19 the hours each person works each week, or for part-time personnel each day or
20 month, as appropriate;

21 29.1.3 The professional degree, if applicable, and experience
22 required for each position; and

23 29.1.4 The language skill, if applicable, for all personnel.

24 29.2 Where authorized by law, CONTRACTOR shall conduct, at no cost to
25 ADMINISTRATOR, criminal record background checks on all employees and/or
26 volunteers who will provide services under this Agreement.

27 29.3 CONTRACTOR warrants that all persons employed or otherwise
28 assigned by CONTRACTOR to provide services under this Agreement have

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

10 29.4 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
11 arrest and/or subsequent conviction, for offenses other than minor traffic
12 offenses, of any paid employee and/or volunteer staff performing services
13 under this Agreement, when such information becomes known to CONTRACTOR.
14 ADMINISTRATOR may determine whether such employee and/or volunteer may
15 continue to provide services under this Agreement and shall provide notice of
16 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
17 with ADMINISTRATOR's decision shall be deemed a material breach of this
18 Agreement, pursuant to Paragraph 20, above.

19 29.5 COUNTY has the right to approve or disapprove all of CONTRACTOR's
20 staff performing work hereunder and any proposed changes in CONTRACTOR's
21 staff.

22 29.6 COUNTY shall have the right to require CONTRACTOR to remove any
23 employee from the performance of services under this Agreement. At the
24 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

25 29.7 CONTRACTOR shall notify the COUNTY immediately when staff is
26 terminated for cause from working on this Agreement.

27 29.8 Disqualification, if any, of CONTRACTOR staff, pursuant to
28 Paragraph 29, shall not relieve CONTRACTOR of its obligation to complete all

1 work in accordance with the term and conditions of this Agreement.

2 30. EMPLOYMENT ELIGIBILITY VERIFICATION

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

20 31. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

1 ten (10) percent or more in the contracting entity;

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

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

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

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

18 32. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 of these code sections as they now exists or as they may hereafter be amended.

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

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

9 34. CONFIDENTIALITY

10 34.1 CONTRACTOR agrees to maintain the confidentiality of its records
11 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
12 and all other provisions of law, and regulations promulgated thereunder
13 relating to privacy and confidentiality, as each may now exist or be hereafter
14 amended.

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

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

3 34.3 CONTRACTOR shall inform all of its employees, agents,
4 subcontractors, volunteers and partners of this provision and that any person
5 knowingly and intentionally violating the provisions of said State law may be
6 guilty of a crime.

7 34.4 CONTRACTOR agrees that any and all subcontracts entered into shall
8 be subject to the confidentiality requirements of this Agreement.

9 35. COPYRIGHT ACCESS

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

14 36. WAIVER

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

23 37. PETTY CASH

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

26 38. PUBLICITY

27 38.1 Information and solicitations, prepared and released by
28 CONTRACTOR, concerning the services provided under this Agreement, shall state

1 that the program, wholly or in part, is funded through County, State and
2 Federal government funds.

3 38.2 CONTRACTOR shall not disclose any details in connection with this
4 Agreement to any person or entity except as may be otherwise provided
5 hereunder or required by law. However, in recognizing CONTRACTOR's need to
6 identify its services and related participants to sustain itself, COUNTY shall
7 not inhibit CONTRACTOR from publishing its role under this Agreement within
8 the following conditions:

9 38.2.1 CONTRACTOR shall develop all publicity material in a
10 professional manner; and

11 38.2.2 During the term of this Agreement, CONTRACTOR shall not,
12 and shall not authorize another to, publish or disseminate any commercial
13 advertisements, press releases, feature articles, or other materials using the
14 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
15 unreasonably withhold written consent.

16 39. COUNTY RESPONSIBILITIES

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

19 40. REPORTS

20 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR
21 to complete any State-required reports related to the services provided under
22 this Agreement.

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

28 ///

1 41. ENERGY EFFICIENCY STANDARDS

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

5 42. ENVIRONMENTAL PROTECTION STANDARDS

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

12 42.1 No facility to be utilized in the performance of the proposed
13 grant has been listed on the EPA List of Violating Facilities;

14 42.2 It will notify COUNTY prior to award, of the receipt of any
15 communication from the Director, Office of Federal Activities, U.S. EPA,
16 indicating that a facility to be utilized for the grant is under consideration
17 to be listed on the EPA List of Violating Facilities; and

18 42.3 It will notify COUNTY and the EPA about any known violation of the
19 above laws and regulations.

20 43. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
21 CERTAIN FEDERAL TRANSACTIONS

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

1 following:

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

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

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

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

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

28 C. Submission of this certification and disclosure is a

1 prerequisite for making or entering into this Agreement imposed by Section
2 1352, Title 31, USC. Any person who makes expenditure prohibited under this
3 provision or who fails to file or amend the disclosure form to be filed or
4 amended by this provision, shall be subject to a civil penalty of not less
5 than \$10,000, and not more than \$100,000, for each such failure.

6 44. POLITICAL ACTIVITY

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

10 45. TERMINATION PROVISIONS

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

18 45.2 Upon termination, or notice thereof, CONTRACTOR agrees to
19 cooperate with ADMINISTRATOR in the orderly transfer of service
20 responsibilities, active case records, and pertinent documents.

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

1 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
2 notification of such determination. CONTRACTOR shall immediately comply with
3 ADMINISTRATOR's decision.

4 45.4 If any provision of this Agreement or the application thereof is
5 held invalid, the remainder of this Agreement shall not be affected thereby.

6 46. GOVERNING LAW AND VENUE

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

16 47. SIGNATURE IN COUNTERPARTS

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

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 ~~Your Next Steps to~~
4 ~~Success.~~

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

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

11 3.6 CONTRACTOR shall provide an orientation that includes visual aids
12 ~~and Power Point equipment~~ to enhance the interactive nature of the
13 presentation.

14 3.7 CONTRACTOR shall, at such time as determined by ADMINISTRATOR,
15 develop and implement an online web-based orientation.

16 3.8 CONTRACTOR shall modify or adjust the orientation per instruction
17 by ADMINISTRATOR, within the time frame specified by ADMINISTRATOR.

18 4. JOB SERVICES

19 4.1 CONTRACTOR shall provide Job Services that consist of up to four
20 (4) consecutive weeks of the services indicated in Subparagraphs 4.5 through
21 4.8 below.

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

27 4.3 Job Services in excess of four (4) weeks may be allowed as
28 determined by WTW staff. However, participants will not have more than six

1 (6) weeks of Job Services in any twelve (12) month period, unless requested
2 and/or approved by WTW staff.

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

7 4.5 Job Search and Job Readiness Assistance (JSR):

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

13 4.5.2 JSR workshops shall include, but are not limited to the
14 following:

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

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

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

1 the value of planning and organizing job search activities; and the purpose of
2 the job interview.

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

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

12 4.6 Active Job Search:

13 4.6.1 CONTRACTOR shall provide Active Job Search which is an
14 intensive job search and job development program that builds on the
15 participant's knowledge and skills acquired during JSR activities. This
16 program runs concurrently with the JSR activities described in Subparagraph
17 4.5 above.

18 4.6.2 CONTRACTOR shall provide organized methods of seeking work
19 that shall include, but are not limited to, the following;

20 4.6.2.1 Group or individual meetings regarding job
21 search;

22 4.6.2.2 Access to phone banks and computers with
23 Internet access in a clean, well-lit location;

24 4.6.2.3 Job orders;

25 4.6.2.4 Individual counseling;

26 4.6.2.5 Motivational activities;

27 4.6.2.6 Active job development and job searches,
28 including face-to-face contacts with potential employers and submission of job

1 applications; and

2 4.6.2.7 Direct referrals to employers.

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

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

11 4.6.5 CONTRACTOR shall develop varying levels of services
12 targeted to diverse populations as identified and approved by ADMINISTRATOR.

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

17 4.6.6.1 Self-Sufficiency Action Plans shall be prepared
18 for the four (4) week term of the participants' Job Services activities.

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

26 4.6.6.3 Self-Sufficiency Action Plans are to be updated
27 to outline the activities and goals as appropriate.

28 4.6.7 On a daily basis, full-time Job Search participants shall

1 complete and submit to CONTRACTOR a Job Search Report Form that shall include
2 a minimum of three (3) job applications for each day the participant is not
3 involved with an employment activity such as a workshop or job interview.

4 4.7 Job Placement:

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

14 4.8 Employment Counseling:

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

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

22 4.8.1 Guide the participant through the decision making process
23 in selecting/identifying appropriate job interviews;

24 4.8.2 Mentor participants with Internet related job searches;

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

28 4.8.4 Match participants with potential employment

1 opportunities:

2 4.8.5 Develop positive, supportive, and effective working
3 relationships with participants from a variety of backgrounds; and

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

7 4.9 Job Development:

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

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

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

19 4.9.4 CONTRACTOR shall seek out employment opportunities for
20 participants ~~that will ultimately result in~~ with the ultimate goal of
21 ~~participants'~~ achieving self-sufficiency. The development of job leads
22 includes, but is not limited to, the following activities:

23 4.9.4.1 Develop employer and community contacts to
24 facilitate seeking job leads;

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

28 4.9.4.3 Recruit employers with job opportunities that

1 meet the current participant profile including job growth opportunities with
2 employers who are willing to hire job-ready participants. The participant
3 shall be considered to be job-ready when the participant's barriers to
4 employment and supportive services needs have been addressed and the
5 individual is ready to seek or begin employment or a job training program;

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

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

12 4.9.4.6 Maintain current job listings that are updated
13 daily and are readily available to ADMINISTRATOR, WTW staff, and participants;

14 4.9.4.7 Maintain a current list of participants skills
15 and experience to make available to potential employers; and

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

19 4.10 Resource Rooms

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

1 4.11 COUNTY Defined WTW Activities

2 4.11.1 CONTRACTOR shall provide WTW activities as defined by
3 ADMINISTRATOR. Such activities will be provided according to applicable
4 COUNTY Policy and Procedures, and State and Federal regulations.

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

6 4.11.1.1 Bridging Activities: Short-term activities
7 between other ~~(temporary)~~ activities made available to participants when there
8 is a planned or unplanned break in assigned WTW activities, such as school
9 breaks.

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

14 4.11.1.3 On-the-job Training: Training in the public or
15 private sector that is given to a paid employee while he or she is engaged in
16 productive work.

17 4.11.1.4 Subsidized Employment: Subsidized public or
18 private sector employment ~~in the public or private sector~~ for which the
19 employer receives a subsidy to offset some or all of the wages and costs of
20 employing a work-eligible participant.

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

26 4.11.2 CONTRACTOR shall develop appropriate placement sites in
27 the community, monitor attendance, and communicate with WTW staff regarding
28 participation and attendance as determined by ADMINISTRATOR.

1 5. MOTIVATION TECHNIQUES AND PROGRAM INFORMATION

2 5.1 CONTRACTOR shall provide services individually and in groups that
3 employ motivational strategies and encourage a positive attitude. Services
4 shall teach a sense of personal value, an appreciation of the advantages of
5 self-support, and an understanding of the many opportunities offered by the
6 WTW Program.

7 5.2 ADMINISTRATOR will approve all training and workshop material
8 prior to implementation. This shall include any and all changes made during
9 the term of this Agreement.

10 5.3 CONTRACTOR shall provide information about the CalWORKs program,
11 which will make it understandable, accessible and useful to individual
12 participants, by explaining program requirements, identifying barriers, and
13 assisting participants in resolving conflicts.

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

19 5.5 CONTRACTOR's staff shall clearly explain the positive impacts of
20 ~~work employment~~ to participants, both in terms of impact to CalWORKs grants as
21 well as non-financial benefits.

22 5.6 CONTRACTOR shall provide motivational skills workshops for WTW
23 staff and contracted and community partners, as required by ADMINISTRATOR.

24 6. WORK PARTICIPATION REQUIREMENTS

25 CONTRACTOR shall ensure that participants taking part in Job Services
26 are actively participating ~~in~~ for the number of hours as referred by WTW staff
27 ~~a sufficient number of hours per week~~, as required by COUNTY policy.
28 Individual participation requirements are as follows:

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

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

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

17 6.4 One-Parent Assistance Unit: Assistance Unit that includes one
18 (1) aided non-disabled, natural or adoptive parent of the same aided or
19 Supplemental Security Income/State Supplementary Program (SSI/SSP) minor child
20 living in the home.

21 6.5 Two-Parent Assistance Unit: Assistance Unit that includes two
22 (2) aided non-disabled, natural, or adoptive parents of the same aided or
23 Supplemental Security Income/State Supplementary Program (SSI/SSP) minor child
24 living in the home.

25 7. REPORTING REQUIREMENTS

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

1 7.1 Report of First Day Attendance:

2 CONTRACTOR shall report the first day's attendance for those
3 participants scheduled to attend Job Services, in a format approved by
4 ADMINISTRATOR. Attendance shall be provided to all appropriate WTW staff
5 within three (3) business days of the first day of the Job Services activity.

6 7.2 Participant Attendance/Performance/Employment:

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

9 7.2.1 On a ~~weekly~~ monthly basis, each participant's daily ~~time~~
10 record of attendance for the report week ~~indicating the hours of participation~~
11 ~~and including~~ problems with attendance. CONTRACTOR shall submit the ~~weekly~~
12 monthly attendance by ~~the Wednesday~~ the third business day following the
13 report ~~week~~ month.

14 7.2.2 By the next business day of any occurrence that may
15 include, but is not limited to, failure to cooperate, family crisis, health
16 problems, substance abuse, and absenteeism.

17 7.2.3 Within three (3) business days of the participant's
18 termination or drop from the service component, and any problem occurrences
19 that may include, but are not limited to, failure to cooperate, family crisis,
20 health problems, substance abuse and absenteeism.

21 7.2.4 Employment information on participants who obtain
22 employment. At a minimum, the employment information shall include the
23 employer's name, address, telephone number, job title, number of hours to be
24 worked per week, starting wage, hiring date, employee benefits and referral
25 source, e.g., CONTRACTOR, newspaper advertisement, etc.

26 7.3 Monthly Status Reports

27 CONTRACTOR shall provide a monthly status report by the tenth
28 (10th) calendar day of the following month for the preceding month, in a format

1 approved by ADMINISTRATOR. Data elements may include, but are not limited to,
2 the following:

3 7.3.1 Referrals received and referral outcomes;

4 7.3.2 Referrals initiated and referral outcomes;

5 7.3.3 Placements out of activities facilitated by CONTRACTOR;

6 7.3.4 Engagement rate;

7 7.3.5 Pay rate;

8 7.3.6 Percentage of post-placement participants who continue to
9 receive CalWORKs assistance and who have retained employment for ninety (90)
10 days;

11 7.3.7 Percentage of post-placement participants who continue to
12 receive CalWORKs assistance and who have retained employment for one hundred
13 eighty (180) days;

14 7.3.8 Percentage of post-placement participants who continue to
15 receive CalWORKs assistance and who increase their income within twelve (12)
16 months of the date of employment;

17 7.3.9 A summary of interactions with community based
18 organizations (CBOs) and faith based organizations (FBOs) during the previous
19 month, which shall include the date(s), contact names(s), and purpose of
20 contact;

21 7.3.10 A summary of all complaints received. Complaints include,
22 but are not limited to, complaints from participants, other contract service
23 providers, community organizations, and the public; and

24 7.3.11 A report of corrective actions taken against cited errors.

25 7.4 Job Development Report:

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

1 the following:

2 7.4.1 Date of contact;

3 7.4.2 Name and address of employer;

4 7.4.3 Name of contact person;

5 7.4.4 Positions available/salary/hours/duties;

6 7.4.5 Whether the contact resulted in an interview;

7 7.4.6 Total number of contacts in the month;

8 7.4.7 Total number of positions identified; and

9 7.4.8 Total number of participants obtaining employment in these
10 positions.

11 7.5 Special Activities:

12 CONTRACTOR shall provide a report of special activities during the
13 month, such as employer recruitments, job fairs, etc. to ADMINISTRATOR by
14 conclusion of the following month. CONTRACTOR shall report participant
15 attendance to WTW staff upon request by ADMINISTRATOR.

16 7.6 Miscellaneous Reports:

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

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
5 ADMINISTRATOR WTW staff does not refer an adequate number of participants for
6 CONTRACTOR to meet the requirements identified in Subparagraph 1.3 of Exhibit
7 B to this Agreement.

8 2. SERVICES TO BE PROVIDED

9 2.1 Employment Support Services;

10 2.1.1 CONTRACTOR shall provide Employment Support Services to
11 all participants when actively participating in an approved WTW activity and
12 when a specific need is identified and agreed upon by the worker and the
13 participant. ~~Employment Support Services are also available to employed
14 participants when full-time employed and remain on aid.~~

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

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

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

28 2.1.2.1 Basic Needs: Food, clothing, utilities, etc;

1 2.1.2.2 Transportation: Lack of access to public
2 transportation, unreliable personal vehicles;

3 2.1.2.3 Housing: Homelessness, lack of stable housing;

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

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

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

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

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

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

18 2.1.3.1 Promotion of Life-Long Learning: Utilize
19 opportunities for formal and informal training and education throughout life;

20 2.1.3.2 Job Skills Enhancement: Identify and assist
21 participants in accessing training and educational opportunities available
22 through community resources;

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

27 2.1.3.4 Job Search Assistance: Find better paying jobs,
28 replacing lost jobs; and

1 enhancement classes in the community;

2 2.2.4 Coordinate with local CBOs and FBOs to develop support
3 groups for participants. At such time as is mutually agreed upon by
4 CONTRACTOR and ADMINISTRATOR, CONTRACTOR shall offer support groups that also
5 provide child care on Saturday mornings. ~~As mutually agreed upon,~~ CBOs and
6 FBOs ~~shall be encouraged~~ to provide resources, such as food, clothing, and
7 other donations that will assist participants as they progress towards self-
8 sufficiency;

9 2.2.5 Develop child care alternatives for children who become
10 sick or are otherwise unable to attend traditional child care or schools;

11 2.2.6 Identify CalWORKs families that are isolated in the
12 community and encourage them to participate in community groups to re-
13 integrate them into a healthier lifestyle;

14 2.2.7 Establish an emergency telephone number during non-
15 business hours so participants can access resources if a situation arises that
16 jeopardizes their employment;

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

23 2.2.9 Coordinate with organizations that provide free clothing
24 to the needy for job interviews and employment purposes;

25 2.2.10 Coordinate scholarship awards with community colleges or
26 trade schools for participants who complete a GED or have high school diplomas
27 and retain employment for twelve (12) months;

28 2.2.11 Coordinate money-management assistance through financial

1 institutions or other organizations interested in providing these services;

2 2.2.12 Coordinate a low-interest loan program for successful
3 participants interested in buying cars or homes;

4 2.2.13 Refer participants to parenting classes, dispute
5 resolution, household management, counseling services, etc. when appropriate.

6 2.2.14 Assist participants in finding housing or temporary
7 shelter as appropriate;

8 2.2.15 Provide information concerning EITC to participants and
9 potential employers; and

10 2.2.16 Assist participants in finding low cost car repairs as
11 appropriate.

12 2.3 Domestic Abuse Assistance Services:

13 2.3.1 CONTRACTOR shall provide domestic abuse assistance
14 services that include assisting participants and families who have evidenced
15 domestic abuse issues. Services shall be provided to participants that meet
16 the following criteria:

17 2.3.1.1 Eligible for and participating in WTW;

18 2.3.1.2 Receiving Domestic Abuse Services; or

19 2.3.1.3 On a Domestic Abuse Waiver.

20 2.3.2 CONTRACTOR shall provide services to include assistance to
21 participants to give them a safe haven, counseling, education, and supportive
22 services in order to obtain employment and become self-sufficient without
23 putting them at further risk.

24 2.3.3 CONTRACTOR shall also provide services to the perpetrator
25 who is in the home in order to address domestic abuse issues as some families
26 in the CalWORKs population consist of the victim and the perpetrator, who is
27 also a CalWORKs recipient.

28 2.3.4 CONTRACTOR shall provide children's programs to children

1 who are the witnesses to or victims of abuse, and are likely to experience
2 Post Traumatic Stress Disorder, depression, anxiety, developmental issues or
3 engage in inter-generational transmission of domestic abuse.

4 2.3.5 CONTRACTOR shall coordinate delivery of services with the
5 COUNTY DASU, and shall provide, at a minimum, access to the following services
6 with established community domestic abuse resources:

7 2.3.5.1 Twenty-four (24) hour hotline crisis
8 intervention;

9 2.3.5.2 Peer counseling and support and/or psychological
10 counseling services;

11 2.3.5.3 Personal Empowerment Program (PEP), or other
12 comparable services, for domestic abuse victims and their families, as well as
13 for perpetrators of domestic abuse;

14 2.3.5.4 An established walk-in center in the areas to be
15 served, to accommodate the service needs of victims of domestic abuse;

16 2.3.5.5 Emergency services, such as food, clothing,
17 transportation, and shelter;

18 2.3.5.6 Twenty-four (24) hour response to local law
19 enforcement agencies in the provision of services to victims of domestic
20 abuse;

21 2.3.5.7 Hospital emergency room protocol and assistance
22 on a twenty-four (24) hour basis;

23 2.3.5.8 ~~Legal~~ Assistance with temporary restraining
24 orders and custody disputes; and

25 2.3.5.9 Court and social advocacy programs providing
26 assistance to victims of domestic abuse and their families.

27 2.4 Housing Assistance Services:

28 2.4.1 CONTRACTOR shall provide participants with assistance in

1 locating temporary and transitional housing, and work with participants to
2 obtain stable, affordable housing.

3 2.4.2 CONTRACTOR shall provide services to CalWORKs participants
4 referred by WTW staff, including but not limited to, the following:

5 2.4.2.1 Develop marketing strategies and conduct special
6 outreach activities with area landlords to increase available housing options;

7 2.4.2.2 Assist participants with preparatory coaching
8 and suggestions in shopping for a rental unit;

9 2.4.2.3 Provide immediate response and intervention in
10 the rental process, and assistance with move-in and utility arrangements;

11 2.4.2.4 Provide consumer credit and financial management
12 counseling, including assistance with remedies for adverse credit
13 reports/history;

14 2.4.2.5 Act as an advocate for the family regarding
15 stabilization of housing;

16 2.4.2.6 Act as an advocate for the family regarding
17 eviction prevention/intervention; and

18 2.4.2.7 Ensure that funds are allocated for direct
19 participant services and pay the appropriate creditor/payee directly for
20 services.

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

25 2.4.4 CONTRACTOR shall maintain a central listing of
26 availability of housing resources within Orange County, and update this
27 information on a quarterly basis.

28 ///

1 2.5 Subsidized Employment Program:

2 CONTRACTOR shall coordinate a subsidized employment program and
3 outreach to worksites to ensure that participants are placed at appropriate
4 worksites and receive employment skills and experience that will lead to
5 unsubsidized employment and self-sufficiency.

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

13 2.5.1.1 ~~Contractor shall pay participants the prevailing~~
14 ~~California minimum wage, for up to six (6) months,~~ COUNTY will reimburse
15 CONTRACTOR up to fifteen dollars (\$15.00) per hour for each participant, for
16 up to six (6) months, and for all hours worked at the assigned worksite. Wages
17 paid by CONTRACTOR or the worksite to a participant shall not be less than the
18 prevailing California minimum wage. CONTRACTOR shall provide details to
19 ADMINISTRATOR on positions where the participant's wage is between thirteen
20 (\$13.00) and fifteen dollars (\$15.00) per hour, inclusive, for approval by
21 ADMINISTRATOR prior to placing participants at the worksite. Such details may
22 include, but are not be limited to, documentation indicating the employer's
23 standard wage for the position, or data obtained from a credible source on the
24 prevailing wage for the position ~~obtained from a credible source.~~ Overtime pay
25 will not be permitted without prior approval from ADMINISTRATOR.

26 2.5.2 Participants shall be offered workplace and job search
27 readiness assistance to ensure that they are ready to begin a successful
28 subsidized employment program.

1 2.5.3 CONTRACTOR shall address participant barriers to
2 participation as identified by the WTW Case Manager, and review employer
3 expectations.

4 2.5.4 After a participant is placed at the worksite, CONTRACTOR
5 shall track attendance and progress in their assigned placement, and
6 collaborate with the worksite to conduct participant evaluations. CONTRACTOR
7 shall meet twice monthly with the work site supervisor to discuss the
8 participant's progress and performance in the program. CONTRACTOR shall meet
9 every two (2) weeks, or as needed, with the participant to discuss action
10 steps needed to successfully complete the program.

11 2.5.5 CONTRACTOR shall develop a plan for worksites to offer
12 supervision and training to participants, along with the opportunity of full -
13 time permanent employment with advancement opportunities at the end of the
14 placement subsidized period.

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

1 establishment for which the voucher was provided, the name of the participant,
2 the date the voucher was provided, the amount of the voucher, the name of
3 CONTRACTOR's employee providing the voucher, and whether the participant
4 provided appropriate documentation to verify his/her job retention.
5 CONTRACTOR shall provide ADMINISTRATOR access to inspect CONTRACTOR's records
6 concerning the provision of vouchers to participants and/or upon request,
7 CONTRACTOR shall provide ADMINISTRATOR with a copy of such records.

8 3. REFERRALS

9 3.1 CONTRACTOR shall accept and ~~provide~~ evaluate Employment Support
10 Services ~~to all participants referred by~~ referrals from WTW staff in
11 accordance with limitations established by CONTRACTOR and ADMINISTRATOR as
12 identified and defined in COUNTY policy.

13 3.1.1 Although services may end if there is a participation
14 problem due to non-cooperation, participants shall not be refused services by
15 CONTRACTOR without discussion and concurrence with WTW staff. WTW staff shall
16 discuss and concur prior to any action taken by CONTRACTOR to minimize issues
17 that impede the provision of Employment Support Services.

18 3.2 CONTRACTOR shall ensure that the number of days elapsing between
19 the day participants are referred to CONTRACTOR for Employment Support
20 Services under this Agreement, and the date contact is made with participants
21 shall not exceed seven (7) calendar days. CONTRACTOR shall communicate with
22 WTW staff on any action taken.

23 3.2.1 CONTRACTOR shall ~~initiate the provision of the required~~
24 ~~services~~ evaluate and provide services within twenty-four (24) hours from the
25 time the referral is ~~made~~ received when emergency service needs have been
26 identified, e.g., lack of food or housing, or a situation that would have an
27 immediate detrimental impact on participants' ability to maintain employment
28 in accordance with limitations established by CONTRACTOR and ADMINISTRATOR as

1 identified and defined in COUNTY policy.

2 4. REPORTING REQUIREMENTS

3 4.1 CONTRACTOR shall maintain records, collect data, and provide
4 reports mandated by Federal and State governments and as may be required by
5 ADMINISTRATOR. Reporting requirements shall include all reports and data
6 collection that is required to track goals and report progress as noted in
7 Paragraph 1 of this Exhibit B to this Agreement.

8 4.2 CONTRACTOR shall report to ADMINISTRATOR participants' WTW
9 participation in Employment Support Services in a format approved by
10 ADMINISTRATOR.

11 5. MONTHLY REPORTS

12 5.1 CONTRACTOR shall provide ADMINISTRATOR with a monthly status
13 report, by the tenth (10th) calendar day of the following month, for the
14 preceding month, in a format approved by ADMINISTRATOR, which includes, but is
15 not limited to, the following:

16 5.1.1 Referrals received and referral outcomes;

17 5.1.2 Referrals initiated and referral outcomes;

18 5.1.3 Summary of interactions with CBOs and FBOs during the
19 previous month, which shall include the date(s), contact names(s), and purpose
20 of contact. Report will only be generated at the request of ADMINISTRATOR;

21 5.1.4 Summary of all complaints received, which include, but are
22 not limited to, complaints from participants, other contract service
23 providers, community organizations, and the public;

24 5.1.5 Corrective actions taken against cited errors.

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 sensitive
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 sensitive
5 responsive 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 ~~contract~~ 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 compliance cause determinations and monitor compliance plans,
17 and for 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 ADMINISTRATOR may~~
8 ~~require corrective action plans when it is determined that services are~~
9 ~~performed unsatisfactorily during the review period, ADMINISTRATOR may require~~
10 ~~a corrective action plan. CONTRACTOR shall, within the time period specified~~
11 ~~in any such corrective action plan, remedy the performance defects within the~~
12 ~~time period specified in the corrective action plan.~~

13 12.4 Performance evaluation meetings will be conducted by ADMINISTRATOR
14 staff as necessary.

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

18 13. HANDLING COMPLAINTS

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

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

1 business days.

2 13.2 When CONTRACTOR believes any complaint may have legal implications
3 for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately
4 to ADMINISTRATOR prior to responding to the complaint. ~~CONTRACTOR shall~~
5 ~~identify issues with potential legal implications, and review any such cases~~
6 ~~with ADMINISTRATOR staff prior to responding to the complaints.~~

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

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

13 14. FORMAL GRIEVANCE PROCESS AND STATE HEARING

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

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

22 15. WELFARE FRAUD INVESTIGATION REFERRALS

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

26 16. OUTSIDE CONTACTS

27 CONTRACTOR shall:

28 16.1 Immediately inform ADMINISTRATOR of any inquiry from an elected

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

3 16.2 Consult with ADMINISTRATOR prior to initiating contact with a
4 participant advocate or the press.

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

7 16.4 CONTRACTOR shall immediately inform ADMINISTRATOR of any inquiry
8 from an elected official, their representative, participant advocate, or the
9 press, and upon approval from ADMINISTRATOR, immediately respond to the
10 inquiry

11 16.5 CONTRACTOR shall consult with ADMINISTRATOR prior to initiating
12 contact with an elected official, their representative, participant advocate,
13 or the press.

14 17. FACILITIES

15 17.1 CONTRACTOR shall collocate to existing ADMINISTRATOR facilities
16 and locate additional space in regions of Orange County designated by
17 ADMINISTRATOR.

18 17.2 Collocated Facilities:

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

24 6100 Chip Ave., Cypress, CA 90630

25 1928 S. Grand Ave., Santa Ana, CA 92705

26 23340 Moulton Parkway, Laguna Hills, CA 92653

27 3320 E. La Palma, Anaheim, CA 92806

28 1240 State College Blvd., Anaheim, CA 92806

1 17.3 Contractor Provided Facilities:

2 17.3.1 CONTRACTOR shall provide ADMINISTRATOR with a copy of the
3 lease for review and approval, at least thirty (30) days prior to leasing a
4 facility. CONTRACTOR shall make all changes to the lease as requested by
5 ADMINISTRATOR.

6 17.3.2 CONTRACTOR shall provide parking spaces for participants'
7 free and exclusive use. CONTRACTOR shall also provide parking for disabled
8 persons in accordance with the Americans with Disabilities Act, and any other
9 rules or statutes relating to parking for disabled persons.

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

20 17.3.4 CONTRACTOR shall maintain any facilities in compliance
21 with all applicable laws, rules, regulations, building codes, statutes and
22 orders, as they now exist or may be subsequently amended.

23 17.3.5 CONTRACTOR provided sites shall be in safe, clean
24 structures that are centrally located to the population to be served, located
25 conveniently to public transportation facilities, accessible to individuals
26 with disabilities, and provide adequate parking at no cost to participants.

27 17.3.6 CONTRACTOR shall not require participants to travel more
28 than two (2) hours round trip to obtain services.

1 17.3.7 CONTRACTOR shall maintain an Accessibility Plan that
2 describes how participants located throughout Orange County can easily get to
3 the sites.

4 17.3.8 CONTRACTOR shall provide adequate security for the
5 facilities, and all facilities shall be adequately lighted at night.

6 17.3.9 CONTRACTOR shall secure the work area to maintain
7 participant confidentiality.

8 17.3.10 CONTRACTOR shall maintain the security of the work area
9 in an up-to-date manner and shall designate an in-house management level
10 position to be responsible for maintenance and access level assignments. Work
11 area security shall include a master key override lock.

12 17.3.11 CONTRACTOR shall provide an alarm or security system for
13 after-hours security in locations where ADMINISTRATOR has provided furniture
14 and equipment.

15 17.3.12 CONTRACTOR shall provide space for the provision of
16 services under this Agreement at the following sites:

17 100 South Anaheim Blvd., Anaheim, CA 92805

18 ~~1506 Brookhollow Dr., Santa Ana, CA 92705~~ 16842 Von
19 Karman Ave., Irvine, CA 92606

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

23 18. EQUIPMENT AND FURNISHINGS

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

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

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

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

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

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

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

1 later than July 31, ~~2011~~2014, and shall make all changes to the plan as
2 requested by ADMINISTRATOR.

3 19. BUDGET

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

6 **Budget period for July 1, ~~2011~~2014 - June 30, ~~2012~~2015**

7 Max Hourly

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

| | | | | | |
|----|---|--|---------------------------|--------------------------|----------------------|
| 1 | Housing | | | | 735,265 |
| 2 | Transportation | | | | 536,000 |
| 3 | Purchase of Services | | | | 6,000 |
| 4 | Subsidized Employment Salary ⁽⁷⁾ | | | | <u>2,350,000</u> |
| 5 | Total Services | | | | \$4,580,353 |
| 6 | <u>Operating Expenses</u> | | | | |
| 7 | Office Expense | | | | 90,000 |
| 8 | Program Expense | | | | 45,000 |
| 9 | Telephone (Communication Costs) | | | | 60,000 |
| 10 | Mileage ⁽⁸⁾ | | | | 40,000 |
| 11 | Staff Development | | | | 6,000 |
| 12 | Travel (Transportation/Lodging) ⁽⁹⁾ | | | | 5,000 |
| 13 | Advertising/Promotions/Printing | | | | 30,000 |
| 14 | Facility Lease/Rental | | | | 420,000 |
| 15 | Equipment Lease/Rental | | | | 30,000 |
| 16 | Maintenance | | | | 6,000 |
| 17 | Insurance | | | | 50,000 |
| 18 | Independent Audit | | | | 13,000 |
| 19 | Miscellaneous ⁽¹⁰⁾ | | | | <u>1,500</u> |
| 20 | Total Operating Expenses | | | | \$796,500 |
| 21 | Contractor's Fee | | | | <u>\$1,881,446</u> |
| 22 | MAXIMUM OBLIGATION 7/1/11-6/30/12 | | | | \$11,786,712 |
| 23 | Budget period for July 1, 2012-2015 - June 30, 2013-2016 | | | | |
| 24 | | | Max Hourly | | |
| 25 | <u>Salaries and Benefits:</u> | | <u>Rate⁽¹⁾</u> | <u>FTE⁽²⁾</u> | <u>Annual Budget</u> |
| 26 | Program Director | | 50.49 | 1.00 | 105,019 |
| 27 | Project Manager | | 35.09 | 1.00 | 72,987 |
| 28 | Finance Manager | | 33.17 | 1.00 | 68,994 |

| | | | | |
|----|--|-------|-------|-------------|
| 1 | Training Manager | 33.17 | 1.00 | 68,994 |
| 2 | Program Manager | 33.17 | 1.00 | 68,994 |
| 3 | Subcontract Manager | 33.17 | 1.00 | 68,994 |
| 4 | Quality Assurance Manager | 33.17 | 1.00 | 68,994 |
| 5 | Supervisors | 26.00 | 10.00 | 512,334 |
| 6 | Career Consultants | 22.01 | 45.00 | 1,815,972 |
| 7 | Job Developers | 22.01 | 4.00 | 160,226 |
| 8 | Account Specialists | 22.18 | 5.00 | 205,897 |
| 9 | Administrative Assistants | 16.35 | 6.00 | 198,159 |
| 10 | Subtotal Salaries ⁽³⁾⁽⁴⁾⁽⁵⁾ | | 77.00 | 3,415,564 |
| 11 | Benefits ⁽⁶⁾ | | | 883,665 |
| 12 | Total Salaries and Benefits | | | \$4,299,229 |
| 13 | Services | | | |
| 14 | Basic Needs | | | 375,000 |
| 15 | Professional Clothing | | | 355,000 |
| 16 | Domestic Abuse Services | | | 480,000 |
| 17 | Housing | | | 889,000 |
| 18 | Transportation | | | 538,947 |
| 19 | Subsidized Employment Salary ⁽⁷⁾ | | | 4,239,360 |
| 20 | Purchase of Services | | | 75,000 |
| 21 | Total Services | | | \$6,952,307 |
| 22 | Operating Expenses | | | |
| 23 | Office Expense | | | 115,000 |
| 24 | Program Expense | | | 100,000 |
| 25 | Telephone (Communication Costs) | | | 84,000 |
| 26 | Mileage ⁽⁸⁾ | | | 30,000 |
| 27 | Staff Development | | | 15,000 |
| 28 | Travel (Transportation/Lodging) ⁽⁹⁾ | | | 15,000 |

| | | |
|----|--|---------------------|
| 1 | Advertising/Promotions/Printing | 42,000 |
| 2 | Facility Lease/Rental | 450,000 |
| 3 | Equipment Lease/Rental | 85,000 |
| 4 | Maintenance | 8,000 |
| 5 | Insurance | 50,000 |
| 6 | Independent Audit | 10,000 |
| 7 | Miscellaneous ⁽¹⁰⁾ | 5,600 |
| 8 | Total Operating Expenses | 1,009,600 |
| 9 | Contractor's Fee | \$2,230,179 |
| 10 | MAXIMUM OBLIGATION 7/1/1215-6/30/1316 | \$14,491,315 |

Budget period for July 1, 20132016 - June 30, 20142017

| | Max Hourly | | | |
|----|--|--------------------|---------------|-----------|
| | Rate ⁽¹⁾ | FTE ⁽²⁾ | Annual Budget | |
| 14 | <u>Salaries and Benefits:</u> | | | |
| 15 | Program Director | 50.49 | 1.00 | 105,019 |
| 16 | Project Manager | 35.09 | 1.00 | 72,987 |
| 17 | Finance Manager | 33.17 | 1.00 | 68,994 |
| 18 | Training Manager | 33.17 | 1.00 | 68,994 |
| 19 | Program Manager | 33.17 | 1.00 | 68,994 |
| 20 | Subcontract Manager | 33.17 | 1.00 | 68,994 |
| 21 | Quality Assurance Manager | 33.17 | 1.00 | 68,994 |
| 22 | Supervisors | 26.00 | 10.00 | 512,334 |
| 23 | Career Consultants | 22.01 | 45.00 | 1,815,972 |
| 24 | Job Developers | 22.01 | 4.00 | 160,226 |
| 25 | Account Specialists | 22.18 | 5.00 | 205,897 |
| 26 | Administrative Assistants | 16.35 | 6.00 | 198,159 |
| 27 | Subtotal Salaries ⁽³⁾⁽⁴⁾⁽⁵⁾ | | 77.00 | 3,415,564 |
| 28 | Benefits ⁽⁶⁾ | | | 883,665 |

| | | |
|----|--|---------------------|
| 1 | Total Salaries and Benefits | \$4,299,229 |
| 2 | <u>Services</u> | |
| 3 | Basic Needs | 375,000 |
| 4 | Professional Clothing | 355,000 |
| 5 | Domestic Abuse Services | 480,000 |
| 6 | Housing | 889,000 |
| 7 | Transportation | 538,947 |
| 8 | Subsidized Employment Salary ⁽⁷⁾ | 4,239,360 |
| 9 | Purchase of Services | 75,000 |
| 10 | Total Services | \$6,952,307 |
| 11 | <u>Operating Expenses</u> | |
| 12 | Office Expense | 115,000 |
| 13 | Program Expense | 100,000 |
| 14 | Telephone (Communication Costs) | 84,000 |
| 15 | Mileage ⁽⁸⁾ | 30,000 |
| 16 | Staff Development | 15,000 |
| 17 | Travel (Transportation/Lodging) ⁽⁹⁾ | 15,000 |
| 18 | Advertising/Promotions/Printing | 42,000 |
| 19 | Facility Lease/Rental | 450,000 |
| 20 | Equipment Lease/Rental | 85,000 |
| 21 | Maintenance | 8,000 |
| 22 | Insurance | 50,000 |
| 23 | Independent Audit | 10,000 |
| 24 | Miscellaneous ⁽¹⁰⁾ | 5,600 |
| 25 | Total Operating Expenses | 1,009,600 |
| 26 | Contractor's Fee | \$2,230,179 |
| 27 | MAXIMUM OBLIGATION 7/1/1316-6/30/1417 | \$14,491,315 |
| 28 | | |

1 **CONTRACT MAXIMUM OBLIGATION**

2 **TOTAL JULY 1, 20112014 THROUGH JUNE 30, 20142015** **\$43,473,945**
3 **\$11,786,712**

- 4 (1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.
- 5 (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the 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.
- 6 (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.
- 7 (4) Each staff position line item is inclusive of potential staff incentives. Staff incentives will be granted as approved by ADMINISTRATOR. Staff incentives are based on each employee's performance and are not to exceed 5% of the employee's annual salary. Staff incentives may be in the form of either a salary increase or lump sum; however, the total compensation consisting of base pay plus incentives shall not exceed the maximum hourly rate for the position.
- 8 (5) Bilingual staff payments are 55% of Direct Services Staff FTEs at \$0.83 per hour.
- 9 (6) Employee Benefits include 401k, health insurance, dental insurance, life insurance, and long-term disability insurance. Also included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates.
- 10 (7) Subsidized Employment line includes both salary wages and benefits cost associated with participants placed into subsidized employment positions. Benefits costs included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates.
- 11 (8) Mileage is limited to the amount allowed by the IRS.
- 12 (9) Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved in advance by ADMINISTRATOR. CONTRACTOR shall be reimbursed for actual expenses of lodging, up to the maximum allowed in CFR Title 41 Chapter 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid to employees for meals and incidental expenses incurred during

1 travel, up to the maximum allowed in CFR 41 Chapter 301, Travel
2 Allowances.

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

8 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
9 notice to add, delete, or modify line items and/or amounts without changing
10 COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Agreement
11 or reducing the level of service to be provided by CONTRACTOR. Further, in
12 accordance with Subparagraph 45.3 of this Agreement, in the event
13 ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 21.1,
14 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately
15 reduce the service program goals as set forth in this Subparagraphs 1.4.1 and
16 1.4.2 of Exhibit A and Subparagraph 1.3 of Exhibit B and penalties as set
17 forth in Subparagraph 21.4.9 of this Agreement. For the purposes of this
18 Agreement, proportionately shall be defined as follows: the amount of the
19 reduction divided by the remaining funds in the budget, at the time of the
20 reduction, after the reduction is applied.

21 20. STAFF

22 20.1 Language Diversity:

23 CONTRACTOR shall employ staff with experience in placing participants
24 with a limited English vocabulary in an environment that facilitates the
25 development of the English language. CONTRACTOR's staff shall be able to
26 read, write, speak and understand English. CONTRACTOR shall provide bilingual
27 staff to serve participants who speak Spanish or Vietnamese. The ratio of
28 bilingual staff shall be consistent with and proportional to the target
population in each region, as determined by ADMINISTRATOR. In addition,
CONTRACTOR shall be required to provide translation services for all other
languages as needed to ensure all participants are provided services in the

1 language they speak.

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

6 20.2 Recruitment and Hiring Practices:

7 20.2.1 CONTRACTOR shall use a formal recruitment plan, which is
8 in compliance with Federal and State employment and labor regulations.

9 20.2.2 CONTRACTOR shall hire staff with the education and
10 experience necessary to appropriately perform all functions as described in
11 this Agreement.

12 20.2.3 CONTRACTOR's employment applications shall require
13 applicants to provide detailed information regarding the conviction of a crime
14 by any court, for offenses other than minor traffic offenses. Information not
15 disclosed in the employment application discovered subsequent to the hiring of
16 any applicant shall be cause for termination of that employee.

17 20.2.4 CONTRACTOR shall conduct, at no cost to ADMINISTRATOR,
18 criminal record background checks and clearance prior to hiring all employees
19 and volunteers that will participate under this Agreement. Candidates will
20 satisfy background checks consistent and compatible with those required for
21 COUNTY employees and other representatives working in WTW programs.

22 20.2.5 CONTRACTOR shall give priority consideration to qualified
23 job-ready participants in filling vacancies in positions funded by this
24 Agreement.

25 20.3 Staff Training:

26 20.3.1 CONTRACTOR staff directly serving participants, or
27 supervising those who do, shall be thoroughly familiar with WTW requirements
28 and procedures contained in the Orange County CalWORKs Plan and subsequent

1 updates, the CDSS regulations, ADMINISTRATOR COUNTY policy and procedures
2 Policy and related instructions, the computer information system and related
3 instructions, CalWORKs eligibility requirements, ADMINISTRATOR's service
4 delivery and payment systems, welfare fraud and child abuse/elder abuse
5 reporting requirements, the State Hearing process, and Civil Rights compliance
6 requirements. ADMINISTRATOR will provide program requirements, policies, and
7 general procedures to CONTRACTOR during start-up and subsequently as these
8 materials are revised or new policies are developed.

9 20.3.2 ADMINISTRATOR will provide initial training to a limited
10 number of select CONTRACTOR staff with respect to WTW regulations, and COUNTY
11 policies and procedures. CONTRACTOR shall attend training(s) that
12 ADMINISTRATOR determines to be mandatory. CONTRACTOR shall conduct subsequent
13 training(s).

14 20.3.3 CONTRACTOR shall develop a COUNTY approved training manual
15 to be distributed to CONTRACTOR staff regarding motivational strategies.

16 20.3.4 ADMINISTRATOR will also provide CONTRACTOR personnel with
17 initial training in the use of computer information systems as necessary to
18 comply with the requirements of the CalWORKs program. ADMINISTRATOR will
19 provide technical information to CONTRACTOR on these requirements, but it will
20 be CONTRACTOR's sole responsibility to assure that CONTRACTOR staff understand
21 and correctly implement the requirements cited when providing WTW services
22 pursuant to this Agreement.

23 20.3.5 CONTRACTOR shall provide ongoing staff training and assist
24 its staff to ensure that all assignments are completed.

25 20.3.6 CONTRACTOR shall ensure that its staff receives training
26 in understanding cultural differences among groups of participants, and
27 recognize and effectively intervene to overcome any language and/or cultural
28 barriers to employment.

1 20.3.7 CONTRACTOR shall maintain a log of in-house training
2 activities completed by its staff. This log shall be made available to
3 ADMINISTRATOR upon request.

4 20.4 Time Studies:

5 20.4.1 CONTRACTOR shall adhere to COUNTY time study procedures by
6 identifying and reporting time devoted to the delivery of WTW services
7 pursuant to this Agreement.

8 20.4.2 WTW Time studies must be completed by CONTRACTOR's staff
9 in the months of February, May, August and November of each year. Completed
10 time studies shall be made available to ADMINISTRATOR by the first business
11 day of the month following each month in which the time study is to be
12 completed.

13 20.4.3 Supervisory staff do not complete detailed time study form
14 sheets, but must record the total hours worked per day in a time study month.
15 CONTRACTOR's supervisors shall review the staff time study detail report for
16 accuracy and ensure consistency with reported work hours for the same period.

17 20.5 Staff Duties and Qualifications

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

20 20.5.1 One (1) Program Director:

21 Duties:

22 20.5.1.1 Manage the implementation of contracted
23 services, assuring all contractual commitments are met.

24 20.5.1.2 Responsible for proper utilization of project
25 funding.

26 20.5.1.3 Establish and maintain working relationships
27 with ADMINISTRATOR and all partners to optimize funding, customer satisfaction
28 and community relations.

1 20.5.1.4 Facilitate project accomplishments and ensure
2 that management decisions and contractual goals are understood and supported
3 by CONTRACTOR staff.

4 20.5.1.5 Make decisions that facilitate program
5 accomplishments and meet goals and objectives on time and within budget.

6 20.5.1.6 Analyze and evaluate program operations and
7 implement actions to meet designed plans.

8 20.5.1.7 Assign priorities and scheduling to meet planned
9 program goals and objectives.

10 20.5.1.8 Assure all CONTRACTOR staff are trained and meet
11 performance standards as outlined in this Agreement.

12 20.5.1.9 Evaluate CONTRACTOR staff performance and
13 authorize CONTRACTOR staff development and training activities.

14 20.5.1.10 Direct CONTRACTOR staff performance and all
15 Human Resources (HR) responsibilities.

16 20.5.1.11 Maintain existing linkages to community
17 resources and develop new ones to further program goals and enhance the
18 success of participants.

19 20.5.1.12 Directly supervises the Project Manager, and
20 Finance Manager.

21 Qualifications:

22 20.5.1.13 Bachelor's Degree, preferably in a human
23 services related field.

24 20.5.1.14 A minimum of five (5) years experience
25 organizing, planning and developing programs and services at a management
26 level.

27 20.5.1.15 Three (3) years CalWORKs and/or WTW experience
28 is required.

1 20.5.2 One (1) Project Manager:

2 Duties:

3 20.5.2.1 Assists the Program Director in oversight
4 functions.

5 20.5.2.2 Responsible for the overall performance in all
6 offices.

7 20.5.2.3 Assist Program Director in designing and
8 implementing new components and strategies approved by ADMINISTRATOR.

9 20.5.2.4 Assist Program Director in regularly reviewing
10 all newly developed components.

11 20.5.2.5 Supervise Quality Assurance Manager, Training
12 Manager, Program Manager, and Subcontract Manager; provide support, guidance
13 and accountability.

14 20.5.2.6 Responsible for statistical reports.

15 20.5.2.7 Implements corrective action plans, when
16 necessary, with the assistance of the Program Director.

17 Qualifications:

18 20.5.2.8 Bachelor's Degree, preferably in a human
19 services related field.

20 20.5.2.9 A minimum of four (4) years supervisory
21 experience or equivalent.

22 20.5.2.10 Two (2) years CalWORKs and/or WTW experience is
23 required.

24 20.5.3 One (1) Finance Manager:

25 Duties:

26 20.5.3.1 Oversee the project's fiscal operations.

27 20.5.3.2 Responsible for tracking, analyzing and
28 reporting project financial status.

1 20.5.3.3 Supervise CONTRACTOR support staff and plan
2 activities to meet project deadlines.

3 20.5.3.4 Ensure procedures and policies are in place to
4 facilitate effective and efficient financial reporting compliance with local,
5 State, and CONTRACTOR policies.

6 20.5.3.5 Direct fiscal operations relating to financial
7 planning, funds management, accounting, reporting and disbursement.

8 20.5.3.6 Assist in preparing budget for this Agreement.

9 20.5.3.7 Develop reporting mechanisms to track
10 expenditures and obligations.

11 20.5.3.8 Analyze CONTRACTOR's financial information as it
12 relates to project revenue and balance sheets.

13 20.5.3.9 Review project expenditures to ensure compliance
14 with applicable regulations and program requirements.

15 20.5.3.10 Forecast expenditures used in planning project-
16 wide operations and program specific activities.

17 20.5.3.11 Communicate with ADMINISTRATOR regarding
18 budgets, billing, and financial related matters.

19 20.5.3.12 Prepare billing for ADMINISTRATOR.

20 20.5.3.13 Assist during financial review of program
21 expenditures, and prepares responses to monitoring reports.

22 20.5.3.14 Train CONTRACTOR staff on changes in funding
23 regulations, corporate policies, local operating procedures and contract
24 policies.

25 Qualifications:

26 20.5.3.15 Bachelor's Degree in a related field.

27 20.5.3.16 A minimum of four (4) years supervisory
28 experience or equivalent.

1 20.5.3.17 Two (2) years CalWORKs and/or WTW experience is
2 required.

3 20.5.4 One (1) Training Manager:

4 Duties:

5 20.5.4.1 Responsible for the training and development of
6 all CONTRACTOR staff participating under this Agreement.

7 20.5.4.2 Develops all training required by CONTRACTOR.

8 20.5.4.3 Conduct and monitor all CONTRACTOR required
9 training such as compliance training and HR reports.

10 20.5.4.4 Manage new hire orientation and process new hire
11 paperwork.

12 20.5.4.5 Assist Program Director and Supervisors in the
13 development of procedures based on local, State, and federal guidelines and
14 requirements of this Agreement.

15 20.5.4.6 Train all new Career Consultants and Job
16 Developers.

17 20.5.4.7 Responsible for all HR functions.

18 20.5.4.8 Motivate CONTRACTOR staff and tailor learning
19 activities to meet group and individual needs.

20 20.5.4.9 Develop and implement a feedback and improvement
21 system to ensure training meets the needs of ADMINISTRATOR.

22 Qualifications:

23 20.5.4.10 Bachelor's Degree, preferably in a human
24 services related field or a minimum of three (3) years training experience or
25 equivalent.

26 20.5.4.11 Two (2) years CalWORKs and/or WTW experience is
27 required.

28 20.5.5 One (1) Program Manager:

1 Duties:

2 20.5.5.1 Monitor and assist with the implementation of
3 project goals and objectives.

4 20.5.5.2 Observe and implement actions to meet designed
5 plans.

6 20.5.5.3 Delegate and monitor work progress, and manage
7 CONTRACTOR staff performance.

8 20.5.5.4 Ensure staff training is conducted when
9 appropriate and implement cross training for staff development and operational
10 strength.

11 20.5.5.5 Make decisions to facilitate project
12 accomplishments and ensure they are understood and supported by CONTRACTOR
13 staff.

14 20.5.5.6 Responsible for overseeing functional
15 operations.

16 20.5.5.7 Maintain quality and accountability in all
17 program activities.

18 20.5.5.8 Implements corrective action plans, when
19 necessary, with the assistance of the Program Director.

20 Qualifications:

21 20.5.5.9 Bachelor's Degree, preferably in a human
22 services related field or a minimum of three (3) years experience in
23 management or supervision.

24 20.5.5.10 Two (2) years CalWORKs and/or WTW experience is
25 required.

26 20.5.6 One (1) Quality Assurance Manager:

27 Duties:

28 20.5.6.1 Manage CONTRACTOR's quality assurance program.

- 1 20.5.6.2 Provide performance feedback and assessment.
- 2 20.5.6.3 Assist in developing project goals and
- 3 objectives.
- 4 20.5.6.4 Responsible for communication and administration
- 5 of policies and procedures and CONTRACTOR staff development.
- 6 20.5.6.5 Ensure CONTRACTOR staff training is conducted
- 7 when appropriate and implement cross training for CONTRACTOR staff development
- 8 and operational strength.
- 9 20.5.6.6 Develop and apply methods to monitor, review,
- 10 and improve work quality.
- 11 20.5.6.7 Monitor work progress and CONTRACTOR staff
- 12 performance.
- 13 20.5.6.8 Oversees County error reports to ensure program
- 14 integrity.
- 15 20.5.6.9 Implement corrective action as needed.

16 Qualifications:

- 17 20.5.6.10 Bachelor's Degree, preferably in a human
- 18 services related field or a minimum of three (3) years supervisory experience
- 19 or equivalent.
- 20 20.5.6.11 Two (2) years CalWORKs and/or WTW experience is
- 21 required.

22 20.5.7 One (1) Subcontract Manager:

23 Duties:

- 24 20.5.7.1 Responsible for implementing, managing, and
- 25 monitoring subcontracts for goal attainment, billing and invoice procedures.
- 26 20.5.7.2 Oversee monthly statistical reports,
- 27 documentation, receipt records, and expenditure reports.
- 28 20.5.7.3 Conduct subcontractor site visits.

- 1 20.5.7.4 Implement corrective action plans as needed.
- 2 20.5.7.5 Manage customer complaint processes and
- 3 reporting.
- 4 20.5.7.6 Attend community meetings and participate in
- 5 community activities.

6 Qualifications:

7 20.5.7.7 Bachelor's Degree in a human services related

8 field, or two (2) years experience in management or supervision.

9 20.5.7.8 Two (2) years CalWORKs and/or WTW experience is

10 required.

11 20.5.8 Ten (10) Supervisors:

12 Duties:

13 20.5.8.1 Supervise CONTRACTOR staff; provide performance

14 feedback and assessment.

15 20.5.8.2 Assist in developing and defining project goals

16 and objectives.

17 20.5.8.3 Prioritize assignments, train and develop

18 CONTRACTOR staff while implementing policies and procedures.

19 20.5.8.4 Ensure training is conducted when appropriate

20 and implement cross training for CONTRACTOR staff development and operational

21 strength.

22 20.5.8.5 Develop and apply methods to monitor, review and

23 improve work quality.

24 20.5.8.6 Implement corrective action plans as needed.

25 20.5.8.7 Oversee monthly statistical reports.

26 20.5.8.8 Ensure program quality and integrity.

27 20.5.8.9 Recruit and hire new CONTRACTOR staff.

28 Qualifications:

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

4 20.5.8.11 Supervisory experience is preferred.

5 20.5.9 Four (4) Job Developers

6 Duties:

7 20.5.9.1 Responsible for developing relationships with
8 employers and local businesses.

9 20.5.9.2 Make direct contact with employers to establish
10 job leads for participants, and to learn specific employer requirements and
11 expectations.

12 20.5.9.3 Develop working relationships with employers to
13 ensure that employers will hire and promote CalWORKs participants.

14 20.5.9.4 Use special efforts to create job opportunities
15 for participants with learning disabilities, English as a second language, or
16 other barriers to employment.

17 20.5.9.5 Develop a system for communicating job
18 opportunities to participants.

19 20.5.9.6 Work cooperatively with community job
20 developers.

21 Qualifications:

22 20.5.9.7 Bachelor's Degree in a human services related
23 field or equivalent and/or one (1) to three (3) years related experience or
24 equivalent.

25 20.5.9.8 Experience working with the CalWORKs or WTW
26 programs is required.

27 20.5.9.9 Experience in job recruitment preferred.

28 20.5.10 ~~Forty-five (45)~~ **Forty (40)** Career Consultants:

1 Duties:

2 20.5.10.1 Facilitate job search and life skills workshops
3 in a motivational, professional, educational, and cooperative environment to
4 maximize employment success.

5 20.5.10.2 Create, update, and maintain participant file.

6 20.5.10.3 Responsible for documentation, service delivery,
7 outcomes and action plans.

8 20.5.10.4 Communicate with WTW staff via completed
9 referral forms, emails, and phone calls.

10 20.5.10.5 Conducts participant outreach through phone
11 calls, mailings, or home visits.

12 20.5.10.6 Responsible for ensuring the consistency of
13 service delivery to the participant.

14 20.5.10.7 Compiles monthly service delivery reports.

15 20.5.10.8 Assists in establishing employment and
16 educational goals and provides services which assist participants in
17 overcoming barriers.

18 20.5.10.9 Meets with community employers to develop
19 employment opportunities.

20 20.5.10.10 Maintain attendance records by documenting
21 mandatory participation hours and progress.

22 20.5.10.11 Facilitate educational and motivational
23 CalWORKs orientations.

24 20.5.10.12 Responsible for providing support services and
25 consultations to referred participants.

26 Qualifications:

27 20.5.10.13 Bachelor's Degree in a human services related
28 field or equivalent and/or one (1) to three (3) years related experience or

1 equivalent.

2 20.5.10.14 Experience working with the CalWORKs or WTW
3 programs is required.

4 20.5.11 Nine (9) Lead Career Consultants:

5 Duties:

6 20.5.11.1 Facilitate job search and life skills workshops
7 in a motivational, professional, educational, and cooperative environment to
8 maximize employment success.

9 20.5.11.2 Create, update, and maintain participant file.

10 20.5.11.3 Responsible for documentation, service delivery,
11 outcomes and action plans.

12 20.5.11.4 Communicate with WTW staff via completed
13 referral forms, emails, and phone calls.

14 20.5.11.5 Conducts participant outreach through phone
15 calls, mailings, or home visits.

16 20.5.11.6 Responsible for ensuring the consistency of
17 service delivery to the participant.

18 20.5.11.7 Compiles monthly service delivery reports.

19 20.5.11.8 Assists in establishing employment and
20 educational goals and provides services which assist participants in
21 overcoming barriers.

22 20.5.11.9 Meets with community employers to develop
23 employment opportunities.

24 20.5.11.10 Maintain attendance records by documenting
25 mandatory participation hours and progress.

26 20.5.11.11 Facilitate educational and motivational
27 CalWORKs orientations.

28 20.5.11.12 Responsible for providing support services and

1 consultations to referred participants.

2 20.5.11.13 Ensure training is conducted when appropriate
3 and implement cross training for CONTRACTOR staff development and operational
4 strength.

5 20.5.11.14 Ensure program quality and integrity.

6 20.5.11.15 Prioritize assignments, train, and develop
7 CONTRACTOR staff while implementing policies and procedures.

8 Qualifications:

9 20.5.11.16 Bachelor's Degree in a human services related
10 field or equivalent and/or one (1) to three (3) years related experience or
11 equivalent.

12 20.5.11.17 Experience working with the CalWORKs or WTW
13 programs is required.

14 20.5.12 Five (5) Account Specialists:

15 Duties:

16 20.5.12.1 Develop, monitor, and compile all required
17 statistical monthly reports.

18 20.5.12.2 Measure contract performance and present
19 statistical reports to managers and supervisors.

20 20.5.12.3 Ensure statistical reporting integrity through
21 review and oversight.

22 20.5.12.4 Prepare and compile back-up documentation for
23 file and audit purposes.

24 20.5.12.5 Prepare and/or verify invoices for accuracy and
25 completeness.

26 20.5.12.6 Assist in preparing budgets for this Agreement.

27 20.5.12.7 Implement policies and procedures to ensure
28 quality financial systems are in place.

1 20.5.12.8 Develop reporting mechanisms to track
2 expenditures.

3 20.5.12.9 Forecast expenditures used in planning
4 project-wide operations and program specific activities.

5 20.5.12.10 Communicate with Program Director and Finance
6 Manager regarding budgets, billing, and financial related matters.

7 20.5.12.11 Prepare billing for ADMINISTRATOR.

8 20.5.12.12 Assist during financial review of program
9 expenditures, and prepare responses to monitoring reports.

10 20.5.12.13 Perform additional duties as assigned.

11 Qualifications:

12 20.5.12.14 Bachelor's Degree in a related field or high
13 school diploma or equivalent.

14 20.5.12.15 Financial and statistical analysis background
15 experience is preferred.

16 20.5.13 Six (6) Administrative Assistants:

17 Duties:

18 20.5.13.1 Receive incoming calls, faxes and referrals and
19 disseminate information to appropriate staff.

20 20.5.13.2 Provide general information regarding services
21 provided, locations, directions, and other miscellaneous information to
22 callers and walk-ins.

23 20.5.13.3 Greet participants and on-site visitors, monitor
24 visitor access, and guide visitors to the appropriate personnel or location.

25 20.5.13.4 Perform clerical duties, assist with various
26 tasks, and record information in appropriate files.

27 20.5.13.5 Provide administrative support to program
28 supervisors.

1 Qualifications:

2 20.5.13.6 High school diploma and/or General Education
3 Diploma (GED); or three (3) to six (6) months related experience in a human
4 services field and/or training in an office setting.

5 20.6 ADMINISTRATOR may approve modifications to minimum qualifications
6 for any staff position set forth in this Paragraph 20 on a case-by-case basis,
7 if modification is deemed by ADMINISTRATOR to be in the best interests of
8 COUNTY.

9 21. HOURS OF OPERATION

10 21.1 CONTRACTOR shall provide service hours that are responsive to the
11 needs of the target population in the region, as determined by ADMINISTRATOR.
12 At a minimum, CONTRACTOR shall provide services during business days Monday
13 through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as
14 established by the Orange County Board of Supervisors. In addition,
15 CONTRACTOR shall address the expanded work hours of operation during the
16 evening and on weekends that may be required to provide services to
17 participants.

18 21.2 COUNTY's holiday schedule is as follows: New Year's Day, Martin
19 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
20 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
21 Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior,
22 written approval from ADMINISTRATOR for any closure outside of COUNTY's
23 holiday schedule. Any unauthorized closure shall be deemed a material breach
24 of this Agreement, pursuant to Paragraph 20, and shall not be reimbursed.

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