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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CITY OF ANAHEIM

FOR THE PROVISION OF VOCATIONAL TRAINING ACTIVITIES

THIS AGREEMENT, entered into this 1st day of July, 2013-2015, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and CITY OF ANAHEIM, a municipal corporation and a charter city, 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 vocational training activities; and

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 1. TERM

2 The term of this Agreement shall commence on July 1, 2013–2015, and
3 terminate on June 30, 2015 2017, unless earlier terminated pursuant to the
4 provisions of Paragraph 44 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 total maximum obligation as stated in Subparagraph 20.1 of this Agreement does
11 not 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 Anaheim Case Manager (ANA CM): ~~An employee of the Anaheim~~
22 ~~Workforce Development Division, a division of the City of Anaheim, assigned to~~
23 ~~work with the participant and Welfare-To-Work (WTW) staff throughout the~~
24 ~~Vocational Training (VTR) activities.~~

25 3.2 Anaheim Workforce Investment Board (ANA WIB): ~~Established under~~
26 ~~the Federal Workforce Investment Act (WIA) of 1998, ANA WIB provides oversight~~
27 ~~of workforce investment activities that increase the employment, retention,~~
28 ~~and earnings of participants, and increase attainment of occupational skills~~

1 by participants. Workforce investment activities authorized by WIA are
2 provided at the local level via the One Stop Centers as defined in
3 Subparagraph 3.6 below, to individuals in need of those services, including
4 job seekers, dislocated workers, youth, incumbent workers, new entrants to the
5 workforce, veterans, persons with disabilities and employers.

6 3.3 Barriers to Employment: Circumstances, such as mental health,
7 substance abuse, housing issues, and learning disabilities etc., which
8 interfere with WTW participation, employment, or job search.

9 3.4 CalWORKs: The acronym for the California Work Opportunity and
10 Responsibility to Kids Act of 1997, as described in the state of California
11 Welfare and Institutions Code (WIC) Section 11200 et seq.

12 3.5 Multi-Disciplinary Team (MDT): A team of individuals from diverse
13 backgrounds who meets to engage in a strength based discussion of a client's
14 situation. The MDT reviews case and family elements to optimize the client's
15 WTW activities or develop other appropriate service plans for CalWORKs
16 individuals and families. MDT members may consist of staff from the following
17 areas: Social Services Agency (SSA) CalWORKs; Domestic Abuse Services;
18 Behavior Health Services; Public Health Nurse; One Stop Centers; SSA Children
19 and Families Services; educational providers; Job Services and Employment
20 Support; Vocational Assessment; WTW activity providers who could benefit from,
21 or contribute to, the discussion; and all other relevant individuals.

22 3.6 One Stop Centers: Employment based facilities integrating multiple
23 state and local resources into single workforce centers, which provide
24 comprehensive career services and labor market information to participants
25 seeking jobs under various Federal and State funded programs. The centers are
26 established statewide under S.B. 1417 (Chapter 819, Statutes of 1994), to
27 implement a collaborative system of employment, training and education
28 programs and services, in support of California's economic development.

1 3.7 One-Stop Partner: One of the entities responsible for conducting
2 the day to day activities associated with the delivery of workforce
3 development services to employers and job seekers, including daily management,
4 supervision, and coordination of staff physically co-located at the One-Stop
5 Center.

6 3.8 Participant: Recipients of CalWORKs financial assistance benefits
7 who are required to participate, or have voluntarily enrolled, in the WTW
8 program pursuant to State regulations and County policies.

9 3.9 Placement: A WTW participant is hired by an employer in an
10 unsubsidized employment for the minimum required work participation hours and
11 is earning at least minimum wage, as referenced in County policy.

12 3.10 Supportive Services: Payments made by ADMINISTRATOR provided to or
13 on behalf of WTW participants for child care, transportation, and/or ancillary
14 expenses.

15 3.11 Vocational Assessment: An evaluation of employability and the need
16 for support services considering work history, employment knowledge, skills,
17 and abilities; education and educational competency level; local labor market
18 conditions; and physical limitations or behavioral conditions. The types of
19 assessments utilized are Employment Readiness Assessment and Learning
20 Disability Evaluation, and are provided through a separate contracted service
21 provider.

22 3.12 Welfare To Work (WTW): A mandated program under CalWORKs which
23 requires parents or caretakers in families on CalWORKs assistance, unless
24 exempted, to meet work requirements by participating in WTW activities with a
25 goal of unsubsidized employment leading to self sufficiency.

26 3.13 WTW Staff: An SSA employee, or contracted case management staff,
27 either an Initial Services Worker (ISW) or WTW Case Manager (WTW CM), who is
28 assigned to each WTW participant to monitor the progression of the participant

1 through the WTW program and has primary responsibility to resolve the
2 participant's supportive services needs and address barriers.

3 3.14 Welfare To Work Plan: A plan developed by WTW staff and the
4 participant specifying work related activities in which the participant shall
5 engage and the supportive services to be provided to the participant.

6 3.15 Work Participation Hours: The number of hours per week a
7 participant is required to engage in WTW activities, based on Federal and
8 State requirements.

9 4. STATUS OF CONTRACTOR

10 4.1 CONTRACTOR is and shall at all times be deemed to be an
11 independent contractor and shall be wholly responsible for the manner in which
12 it performs the services required of it by the terms of this Agreement.
13 Nothing herein contained shall be construed as creating the relationship of
14 employer and employee, or principal and agent, between COUNTY and CONTRACTOR
15 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively
16 the responsibility for the acts of its employees or agents as they relate to
17 services to be provided during the course and scope of their employment.

18 4.2 CONTRACTOR, its agents, employees and volunteers shall not be
19 entitled to any rights and/or privileges of COUNTY employees, and shall not be
20 considered in any manner to be COUNTY employees.

21 5. DESCRIPTION OF SERVICES, STAFFING

22 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
23 and supplies as described in the Exhibit "A" to the Agreement between County
24 of Orange and City of Anaheim for the Provision of Vocational Training
25 Activities, attached hereto and incorporated herein by reference. CONTRACTOR
26 shall operate continuously throughout the term of this Agreement with the
27 number and type of staff described and as required for provision of services
28 hereunder.

1 5.2 Subject to thirty (30) days written notice, ADMINISTRATOR may, ~~in~~
2 ~~his or her sole discretion~~ require changes in staffing allocations to reflect
3 current workload demands or service needs as long as COUNTY's maximum
4 obligation as set forth in this Agreement is not exceeded. ~~and provided that~~
5 ~~such requested changes in staffing do not adversely impact, in CONTRACTOR's~~
6 ~~estimation, its ability to perform services hereunder~~

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

10 6. LICENSES AND STANDARDS

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

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

28 6.2.1 For Federally funded agreements in the amount of \$25,000

1 or more, CONTRACTOR certifies that said Agency's officers and/or principals
2 are not debarred or suspended from Federal financial assistance programs
3 and/or activities.

4 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

5 7.1 Delegation and Assignment:

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

15 7.2 Subcontracts:

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

23 7.2.1 Subcontracts of \$25,000 or less:

24 CONTRACTOR shall develop a standard form Purchase Order,
25 subject to prior written approval of ADMINISTRATOR, to be utilized for the
26 purchase of services by CONTRACTOR when the cumulative total cost of the
27 services to be provided by any organization is anticipated to be twenty-five
28 thousand dollars (\$25,000) or less during the term of this Agreement. The

1 basis for costs incurred by any such Purchase Order(s) shall be the actual
2 cost of providing services or the usual and customary charges established by
3 the organization(s) providing the services.

4 7.2.2 Subcontracts in excess of \$25,000:

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

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

24 CONTRACTOR and its subcontractor(s) shall establish and
25 maintain accurate and complete financial records related to services provided
26 under the terms of this Agreement. Such records may be subject to the
27 satisfaction of ADMINISTRATOR, and to the examination and audit by
28 ADMINISTRATOR or designee, for a period of five (5) years, years ~~from the date~~

1 of final payment under this Agreement or until any pending audit is completed.
2 whichever is later

3 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

4 8.1 Form of Business Organization:

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

9 8.1.1 The form of CONTRACTOR's business organization, i.e.,
10 proprietorship, partnership, corporation, etc.

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

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

18 8.2 Change in Form of Business Organization:

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

26 8.3 Real Property Disclosure:

27 If CONTRACTOR is occupying any real property under any agreement,
28 oral or written, where persons are to receive services hereunder, CONTRACTOR

1 shall submit the following information in addition to a copy of the lease,
2 license or rental agreement, as well as any other information requested, prior
3 to the provision of services under this Agreement:

4 8.3.1 The location by street address and city of any such real
5 property.

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

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

12 8.3.3.1 The term duration of any rental, lease or
13 license agreement;

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

17 8.3.3.3 The type and dollar value of any other
18 consideration to be paid to the lessor or licensor; and

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

24 8.3.4 A listing by full names of all of CONTRACTOR's officers,
25 directors and/or partners, members of its administrative and advisory boards,
26 staff and consultants, who have any family relationship by marriage or blood
27 with a party to any agreement concerning real property referred to in
28 Subparagraph 8.3.3, immediately above, or who have any present or future

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

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

17 9. NON-DISCRIMINATION

18 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
19 shall not engage nor employ any unlawful discriminatory practices in the
20 admission of clients, provision of services or benefits, assignment of
21 accommodations, treatment, evaluation, employment of personnel or in any other
22 respect on the basis of ~~sex, race, color, ethnicity, national origin,~~
23 ~~ancestry, religion, age, marital status, medical condition, sexual~~
24 ~~orientation, sexual preference, physical or mental disability~~ race, religious
25 creed, color, national origin, ancestry, physical disability, mental
26 disability, medical condition, genetic information, marital status, sex,
27 gender, gender identity, gender expression, age, sexual orientation, military
28 and veteran status or any other protected group in accordance with the

1 requirements of all applicable Federal or State laws.

2 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
3 meets the lawful and applicable requirements of the U.S. Department of Health
4 and Human Services.

5 9.3 CONTRACTOR shall furnish any and all information requested by
6 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
7 books, records and accounts in order to ascertain CONTRACTOR's compliance with
8 Paragraph 9 et seq.

9 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
10 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
11 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

12 9.5 Non-Discrimination in Employment:

13 9.5.1 All solicitations or advertisements for employees placed
14 by or on behalf of CONTRACTOR shall state that all qualified applicants will
15 receive consideration for employment without regard to ~~sex, race, color,~~
16 ~~ethnicity, national origin, ancestry, religion, age, marital status, medical~~
17 ~~condition, sexual orientation, sexual preference, physical or mental~~
18 ~~disability~~ race, religious creed, color, national origin, ancestry, physical
19 disability, mental disability, medical condition, genetic information, marital
20 status, sex, gender, gender identity, gender expression, age, sexual
21 orientation, military and veteran status or any other protected group in
22 accordance with the requirements of all applicable Federal or State laws.
23 Notices describing the provisions of the equal opportunity clause shall be
24 posted in a conspicuous place for employees and job applicants.

25 9.5.2 CONTRACTOR shall refer any and all employees desirous of
26 filing a formal discrimination complaint to:

27 California Department of Social Services

28 Public Inquiry and Response Bureau

1 P.O. Box 944243, M.S. 8-3-23
2 Sacramento, CA 94244-2430
3 Telephone: (800) 952-5253
4 (800) 952-8349 (For the hard of hearing)

5 9.6 Non-Discrimination in Service Delivery:

6 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
7 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
8 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
9 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
10 the Americans with Disabilities Act of 1990; California Civil Code Section 51
11 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
12 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
13 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
14 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
15 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
16 Act of 1996; and other applicable Federal and State laws, as well as their
17 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
18 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
19 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
20 now exist or be hereafter amended. CONTRACTOR shall not implement any
21 administrative methods or procedures which would have a discriminatory effect
22 or which would violate the California Department of Social Services (CDSS)
23 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
24 are any violations of this Paragraph, CDSS shall have the right to invoke
25 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
26 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
27 to the appropriate Federal agency for further compliance action and
28 enforcement of Subparagraph 9.6 et seq.

1 9.6.2 CONTRACTOR shall provide any and all clients desirous of
2 filing a formal complaint any and all information as appropriate:

3 9.6.2.1 Pamphlet: "Your Rights Under California Welfare
4 Programs" (PUB 13)

5 9.6.2.2 Discrimination Complaint Form

6 9.6.2.3 Civil Rights Contacts:

7 County Civil Rights Contact:

8 Orange County Social Services Agency

9 Program Integrity

10 Attn: Civil Rights Coordinator

11 P.O. Box 22001

12 Santa Ana, CA 92702-2001

13 Telephone: (714) 438-8877

14 State Civil Rights Contact:

15 California Department of Social Services

16 Civil Rights Bureau

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

18 Sacramento, CA 94244-2430

19 Federal Civil Rights Contact:

20 U.S. Department of Health and Human Services

21 Office of Civil Rights

22 50 U.N. Plaza, Room 322

23 San Francisco, CA 94102

24 10. NOTICES

25 10.1 All notices, claims, correspondence, reports, and/or statements
26 authorized or required by this Agreement shall be addressed as follows:

27 COUNTY: County of Orange Social Services Agency

28 Contract Services

~~888 N. Main Street~~ 500 N. State College Blvd.
~~Santa Ana, CA 92701~~ Orange, CA 92868-1600

CONTRACTOR: City of Anaheim
Workforce Development Division
290 South Anaheim Blvd., Suite 102
Anaheim, CA 92805

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, which approval shall not be unreasonably withheld, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury

1 or property damage, arising from or related to the services, products or other
2 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
3 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
4 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
5 CONTRACTOR and COUNTY agree that liability will be apportioned as determined
6 by the court. Neither party shall request a jury apportionment.

7 ~~12.2 COUNTY agrees to indemnify, and hold CONTRACTOR, its officers,~~
8 ~~employees, and agents harmless from any claims, demands or liability of any~~
9 ~~kind or nature, including but not limited to personal injury or property~~
10 ~~damage, arising from or related to the services, products or other performance~~
11 ~~provided by COUNTY pursuant to this AGREEMENT. If judgment is entered against~~
12 ~~CONTRACTOR and COUNTY by a court of competent jurisdiction because of the~~
13 ~~concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that~~
14 ~~liability will be apportioned as determined by the court. Neither party shall~~
15 ~~request a jury apportionment.~~

16 13. INSURANCE

17 ~~13.1 CONTRACTOR certifies it is self-insured against the perils of~~
18 ~~bodily injury/property damage, automobile liability, professional liability,~~
19 ~~workers' compensation, and sexual harassment. Should there be any material~~
20 ~~change in the provisions of the self-insurance program, CONTRACTOR shall~~
21 ~~provide thirty (30) days prior written notice to COUNTY.~~

22 ~~13.2 Neither termination of this Agreement nor completion of the acts~~
23 ~~to be performed under this Agreement shall release any party from its~~
24 ~~obligation to indemnify as to claims or cause of action asserted.~~

25 ~~13.3 Without limiting CONTRACTOR's liability for indemnification,~~
26 ~~CONTRACTOR attests that it is self-insured and shall maintain in force at all~~
27 ~~times during the term of this Agreement self-insurance covering its operations~~
28 ~~in the amounts acceptable to COUNTY.~~

1 13.4 ~~If CONTRACTOR fails to maintain proof of insurance acceptable to~~
2 ~~the COUNTY for the full term of this Agreement. COUNTY may terminate this~~
3 ~~Agreement.~~

4 13.5 ~~Upon request, letter of self-insurance evidencing the required~~
5 ~~insurance coverage shall be mailed to the County of Orange/SSA Contract~~
6 ~~Services, Attn: Contract Administrator.~~

7 13.6 Prior to the provision of services under this Agreement,
8 CONTRACTOR agrees to purchase all required insurance or maintain a program of
9 self-insurance at CONTRACTOR's expense, and to deposit with ADMINISTRATOR
10 Certificates of Insurance including all endorsements required herein,
11 necessary to satisfy COUNTY that the insurance provisions of this Agreement
12 have been complied with, and to keep such insurance coverage and the
13 certificates therefore on deposit with ADMINISTRATOR during the entire term of
14 this Agreement. CONTRACTOR shall ensure that all subcontractors performing
15 work on behalf of CONTRACTOR pursuant to this agreement shall be covered under
16 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
17 to the same terms and conditions as set forth herein for CONTRACTOR.
18 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
19 than the level of coverage required by COUNTY from CONTRACTOR under this
20 agreement. It is the obligation of CONTRACTOR to provide notice of the
21 insurance requirements to every subcontractor and to receive proof of
22 insurance prior to allowing any subcontractor to begin work. Such proof of
23 insurance must be maintained by CONTRACTOR through the entirety of this
24 agreement for inspection by COUNTY representative(s) at any reasonable time.

25 13.7 CONTRACTOR shall ensure that all subcontractors performing work on
26 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
27 to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

13.10 Qualified Insurer:

13.10.1 The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

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

Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence

Sexual Misconduct Liability	\$1,000,000 per occurrence
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13.13 Required Coverage Forms:

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

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

13.14 Required Endorsements:

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

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

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

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

13.16 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County

1 of Orange, its elected and appointed officials, officers, agents and
2 employees.

3 13.17 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
4 of any policy cancellation and ten (10) days for non-payment of premium and
5 provide a copy of the cancellation notice to COUNTY. Failure to provide
6 written notice of cancellation may constitute a material breach of the
7 contract, upon which the COUNTY may suspend or terminate this Agreement.

8 13.18 The Commercial General Liability policy shall contain a
9 severability of interests clause also known as a "separation of insureds"
10 clause (standard in the ISO CG 0001 policy).

11 13.19 Insurance certificates should be mailed to COUNTY at the address
12 indicated in Paragraph 10 of this Agreement.

13 13.20 If CONTRACTOR fails to provide the insurance certificates and
14 endorsements within seven (7) days of notification by CEO/COUNTY Procurement
15 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

16 13.21 COUNTY expressly retains the right to require CONTRACTOR to
17 increase or decrease insurance of any of the above insurance types throughout
18 the term of this Agreement which shall be mutually agreed upon. Any increase
19 or decrease in insurance will be as deemed by County of Orange Risk Manager as
20 appropriate to adequately protect COUNTY.

21 13.22 COUNTY shall notify CONTRACTOR in writing of changes in the
22 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
23 certificates of insurance and endorsements with COUNTY incorporating such
24 changes within thirty (30) days of receipt of such notice, this Agreement may
25 be in breach without further notice to CONTRACTOR, and COUNTY shall be
26 entitled to all legal remedies.

27 13.23 The procuring of such required policy or policies of insurance
28 shall not be construed to limit CONTRACTOR's liability hereunder nor to

1 fulfill the indemnification provisions and requirements of this Agreement, nor
2 act in any way to reduce the policy coverage and limits available from the
3 insurer.

4 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

5 CONTRACTOR shall report to COUNTY:

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

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

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

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

21 15. CONFLICT OF INTEREST

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

27 15.2 CONTRACTOR's efforts shall include, but not be limited to,
28 establishing precautions to prevent its employees or agents from making,

1 receiving, providing, or offering gifts, entertainment, payments, loans, or
2 other considerations which could be deemed to appear to influence individuals
3 to act contrary to the best interests of COUNTY.

4 16. ANTI-PROSELYTISM PROVISION

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

9 17. SUPPLANTING GOVERNMENT FUNDS

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

19 18. EQUIPMENT

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

1 CONTRACTOR further agrees to the following:

2 18.1.1 To maintain all items of Capital Equipment in good working
3 order and condition, normal wear and tear excepted.

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

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

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

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

26 18.3 Personal Computer Equipment:

27 No personal computers and/or personal electronic devices, such as
28 tablets and laptop computers, or any component thereof may be purchased with

1 funds provided under this Agreement.

2 19. BREACH SANCTIONS

3 Failure by CONTRACTOR to comply with any of the provisions, covenants,
4 or conditions of this Agreement shall be a material breach of this Agreement.
5 In such event, ADMINISTRATOR may, ~~in its sole discretion~~, and in addition to
6 immediate termination and any other remedies available at law, in equity, or
7 otherwise specified in this Agreement:

8 19.1 Afford CONTRACTOR a time period within which to cure the breach,
9 which period shall be established by ~~at the sole discretion of~~ ADMINISTRATOR;
10 and/or

11 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
12 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
13 later recovery; and/or

14 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
15 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

19 20. PAYMENTS

20 20.1 Maximum Contractual Obligation:

21 The total maximum obligation of COUNTY under this Agreement shall
22 not exceed the amount of ~~\$1,308,000~~ ~~\$1,200,000~~; the amount of ~~\$600,000~~
23 ~~\$654,000~~ for July 1, ~~2013~~ ~~2015~~ through June 30, ~~2014~~ ~~2016~~ and the amount of
24 ~~\$600,000~~ ~~\$654,000~~ for July 1, ~~2014~~ ~~2016~~ through June 30, ~~2015~~ ~~2017~~, or actual
25 allowable costs, whichever is less.

26 20.2 Allowable Costs:

27 During the term of this Agreement, COUNTY shall pay CONTRACTOR
28 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR

1 pursuant to this Agreement, as defined in OMB Circular A-87 or as approved by
2 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
3 for anticipated allowable costs that will be incurred by CONTRACTOR for June
4 ~~2014~~ 2016 and June ~~2017~~2015, during the month of such anticipated expenditure.

5 20.3 Claims:

6 20.3.1 CONTRACTOR shall submit monthly claims to be received by
7 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
8 expenses incurred in the preceding month. In the event the twentieth (20th)
9 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
10 claim the next business day. COUNTY holidays include New Year's Day, Martin
11 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
12 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
13 Friday after Thanksgiving, and Christmas Day.

14 20.3.2 All ~~reimbursement~~ claims must be submitted on a form
15 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
16 supporting source documents with the monthly claim, including, inter alia, a
17 monthly statement of services, general ledgers, supporting journals, time
18 sheets, invoices, canceled checks, receipts, and receiving records, some of
19 which may be required to be copied. Source documents that CONTRACTOR must
20 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-
21 Controller. CONTRACTOR shall retain all financial records in accordance with
22 Paragraph 27 (Records, Inspections, and Audits) of this Agreement.

23 20.3.3 Payments should be released by COUNTY within a reasonable
24 time period of approximately thirty (30) days after receipt of a correctly
25 completed claim form and required supporting documentation.

26 20.4 Year End and Final Claims:

27 20.4.1 Final claims for the term of July 1, ~~2013~~ 2015 through
28 June 30, ~~2016~~ 2014, must be received no later than August 30, ~~2014~~ 2016 at

1 5:00 p.m.

2 20.4.2 Final claims for the term of July 1, ~~2014~~ 2016 through
3 June 30, ~~2017~~ 2015, must be received no later than August 30, ~~2017~~ 2015 at
4 5:00 p.m.

5 20.4.3 Claims received after the dates specified in Subparagraphs
6 20.4.1 to 20.4.2 may, at ADMINISTRATOR's sole discretion, not be reimbursed.
7 ADMINISTRATOR may modify the date upon which the final claim per term must be
8 received, upon written notice to CONTRACTOR.

9 20.4.4 The basis for final settlement shall be the actual
10 allowable costs as defined in Title 45 CFR and OMB Circular A-87, incurred and
11 paid by CONTRACTOR pursuant to this Agreement; limited, however, to the
12 maximum obligation of COUNTY. In the event that any overpayment has been
13 made, COUNTY may offset the amount of the overpayment against the final
14 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
15 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
16 Nothing herein shall be construed as limiting the remedies of COUNTY in the
17 event an overpayment has been made.

18 20.5 Seventy-Five Percent Expenditure Notification:

19 20.5.1 CONTRACTOR shall maintain a system of record keeping that
20 will allow CONTRACTOR to determine when it has incurred seventy-five percent
21 (75%) of the total contract authorizations under this Agreement. Upon
22 occurrence of this event, CONTRACTOR shall send written notification to
23 ADMINISTRATOR.

24 21. OVERPAYMENTS

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

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

10 22. OUTSTANDING DEBT

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

14 23. REVENUE

15 Whenever CONTRACTOR receives any money specifically designated for use
16 in programs funded through this Agreement, such monies shall be considered a
17 cost off-set and treated as a reduction against the amount claimed by
18 CONTRACTOR, except for Program Income as defined in Title 45 CFR Section
19 92.25, as that section currently exists or may be hereafter amended. The
20 procedure for designating money as Program Income is set forth in Paragraph 24
21 of this Agreement.

22 24. PROGRAM INCOME

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

28 24.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed

1 Program Income;

2 24.2 Set up and maintain a separate bank account for any proposed
3 Program Income and account for any and all such income received; and

4 24.3 Report to ADMINISTRATOR any and all Program Income received no
5 later than thirty (30) days from the date of receipt, record the amount
6 received on internal financial records, and indicate the amount received on
7 the monthly claim submitted to ADMINISTRATOR.

8 24.4 ADMINISTRATOR will then forward the plan for the requested use of
9 the proposed Program Income to the appropriate State and/or Federal agencies
10 for approval.

11 24.5 CONTRACTOR shall not spend any of the proposed Program Income
12 unless or until such time as ADMINISTRATOR obtains authorization for the use
13 of the Program Income from the responsible State and/or Federal agency and
14 provides CONTRACTOR with prior written approval for the use of the funds.

15 24.6 ADMINISTRATOR may ~~in its sole discretion~~, issue future policy
16 statements and/or instructions with respect to Program Income. CONTRACTOR
17 shall immediately comply with such policy statements and/or instructions.

18 25. FINAL REPORT

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

24 26. INDEPENDENT AUDIT

25 26.1 CONTRACTOR shall file with ADMINISTRATOR a copy of CONTRACTOR's
26 certified annual organization-wide audit during the term of this Agreement in
27 compliance with the OMB Circular A-133, Audits of States, Local Governments
28 and Non-Profit Organizations. The audit must be performed in accordance with

1 generally accepted government auditing standards and OMB Circular A-87.

2 26.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
3 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
4 of organization-wide audits for each of the fiscal cycles corresponding with
5 the term of this Agreement. CONTRACTOR shall provide each audit within
6 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
7 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR, ~~in its~~
8 ~~sole discretion~~ to deny payment under this or any subsequent Agreement with
9 CONTRACTOR until such time as the required audit(s) are provided to
10 ADMINISTRATOR. ADMINISTRATOR may, ~~in its sole discretion~~, modify
11 CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

12 27. RECORDS, INSPECTIONS AND AUDITS

13 27.1 Financial Records:

14 27.1.1 CONTRACTOR shall prepare and maintain accurate and
15 complete financial records. Financial records shall be retained, by
16 CONTRACTOR, for a minimum of five (5) years from the date of final payment
17 under this Agreement or until all pending COUNTY, State and Federal audits are
18 completed, whichever is later.

19 27.1.2 CONTRACTOR shall establish and maintain reasonable
20 accounting, internal control and financial reporting standards in conformity
21 with generally accepted accounting principles established by the American
22 Institute of Certified Public Accountants and to the satisfaction of
23 ADMINISTRATOR.

24 27.2 Client Participant Records:

25 27.2.1 CONTRACTOR shall prepare and maintain accurate and
26 complete records of ~~clients participants~~ served and dates and type of services
27 provided under the terms of this Agreement in a form acceptable to
28 ADMINISTRATOR.

1 27.2.2 All participant client records related to services
2 provided under the terms of this Agreement shall be retained by CONTRACTOR for
3 a minimum of five (5) years from the date of final payment under this
4 Agreement or until all pending COUNTY, State and Federal audits are completed,
5 whichever is later. Notwithstanding anything to the contrary, upon
6 termination of this Agreement, CONTRACTOR shall relinquish control with
7 respect to client records to COUNTY in accordance with Subparagraph 44.2.

8 27.2.3 COUNTY may refuse payment for a claim if client records
9 are determined by COUNTY to be incomplete or inaccurate. In the event client
10 records are determined to be incomplete or inaccurate after payment has been
11 made, COUNTY may treat such payment as an overpayment within the provisions of
12 this Agreement.

13 27.3 Public Records:

14 With the exception of client records or other records referenced
15 in Paragraph 32, entitled Confidentiality, all records, including but not
16 limited to, reports, audits, notices, claims, statements and correspondence,
17 required by this Agreement may be subject to public disclosure. COUNTY will
18 not be liable for any such disclosure.

19 27.4 Inspections and Audits:

20 27.4.1 The U.S. Department of Health and Human Services,
21 Comptroller General of the United States, Director of CDSS, State Auditor-
22 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
23 Department, or any of their authorized representatives, shall have access to
24 any books, documents, papers and records, including medical records, of
25 CONTRACTOR which any of them may determine to be pertinent to this Agreement
26 for the purpose of financial monitoring. Further, all the above mentioned
27 persons have the right at all reasonable times to inspect or otherwise
28 evaluate the work performed or being performed under this Agreement and the

1 premises in which it is being performed.

2 27.4.2 CONTRACTOR shall make ~~available~~ its books and financial
3 records available within the borders of Orange County within ten (10) days
4 after receipt of written demand by ADMINISTRATOR.

5 27.4.3 In the event CONTRACTOR does not make available its books
6 and financial records within the borders of Orange County, CONTRACTOR agrees
7 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
8 designee, necessary to obtain CONTRACTOR's books and financial records.

9 27.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
10 liability to the State or Federal government or any agency thereof resulting
11 from any disallowances or other audit exceptions to the extent that such
12 liability is attributable to CONTRACTOR's failure to perform under this
13 Agreement.

14 27.5 Evaluation Studies:

15 27.5.1 CONTRACTOR shall participate as requested by COUNTY in
16 research and/or evaluative studies designed to show the effectiveness and/or
17 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
18 project.

19 28. PERSONNEL DISCLOSURE

20 28.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
21 all personnel providing services hereunder, including résumés and job
22 applications. Changes to the list will be immediately provided to
23 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
24 application. The list shall include:

25 28.1.1 Names of all full or part-time personnel by title,
26 including volunteer personnel, whose direct services are required to provide
27 the programs described herein;

28 28.1.2 A brief description of the functions of each position and

1 the hours each person works each week; or for part-time personnel, each day or
2 month, as appropriate;

3 28.1.3 The professional degree, if applicable, and experience
4 required for each position; and

5 28.1.4 The language skill, if applicable, for all personnel.

6 28.2 CONTRACTOR's employment applications shall require applicants to
7 provide detailed information regarding the conviction of a crime by any court,
8 for offenses other than minor traffic offenses. Information not disclosed in
9 the employment application discovered subsequent to the hiring or promotion of
10 any applicant shall be cause for termination of that employee from the
11 performance of services under this Agreement.

12 28.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
13 COUNTY, criminal record background checks on all employees and/or volunteers
14 who will provide services under this Agreement. Candidates will satisfy
15 background checks consistent with and comparable to those required for COUNTY
16 employees.

17 28.4 CONTRACTOR warrants that all persons employed or otherwise
18 assigned by CONTRACTOR to provide services under this Agreement have
19 satisfactory past work records and/or reference checks indicating their
20 ability to perform the required duties and accept the kind of responsibility
21 anticipated under this Agreement. CONTRACTOR shall maintain records of
22 background investigations and reference checks undertaken and coordinated by
23 CONTRACTOR for each employee and/or volunteer assigned to provide services
24 under this Agreement for a minimum of five (5) years from the date of final
25 payment under this Agreement or until all pending COUNTY, State and Federal
26 audits are completed, whichever is later, in compliance with all applicable
27 laws.

28 28.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the

1 arrest and/or subsequent conviction, for offenses other than minor traffic
2 offenses, of any paid employee and/or volunteer staff performing services
3 under this Agreement, when such information becomes known to CONTRACTOR.
4 ADMINISTRATOR may determine whether such employee and/or volunteer may
5 continue to provide services under this Agreement and shall provide notice of
6 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
7 with ADMINISTRATOR's decision shall be deemed a material breach of this
8 Agreement, pursuant to Paragraph **Error! Reference source not found.** above.

9 28.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
10 staff performing work hereunder and any proposed changes in CONTRACTOR's
11 staff.

12 28.7 COUNTY shall have the right to require CONTRACTOR to remove any
13 employee from the performance of services under this Agreement. At the
14 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

15 28.8 CONTRACTOR shall notify COUNTY immediately when staff is
16 terminated for cause from working on this Agreement.

17 28.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
18 Paragraph **Error! Reference source not found.**, shall not relieve CONTRACTOR of
19 its obligation to complete all work in accordance with the terms and
20 conditions of this Agreement.

21 ~~28.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of all~~
22 ~~personnel providing services hereunder. COUNTY acknowledges and understands~~
23 ~~that the privacy rights of CONTRACTOR's employees and volunteers are protected~~
24 ~~in the California Public Record Act (Government Code §§ 6250 et seq.).~~
25 ~~Specifically, despite the strong public policy in favor of full disclosure of~~
26 ~~public records, Government Code § 6254 provides a key exception: nothing in~~
27 ~~the statute shall be construed to require disclosure of records that are~~
28 ~~"personnel, medical or similar files, the disclosure of which would constitute~~

1 an unwarranted invasion of personal privacy."

2 ~~28.2 Changes to the list will be immediately provided to ADMINISTRATOR in~~
3 ~~writing. The list shall include:~~

4 ~~28.2.1 Names of all full or part-time personnel by title, including~~
5 ~~volunteer personnel, whose direct services are required to provide the~~
6 ~~programs described herein;~~

7 ~~28.2.2 A brief description of the functions of each position and~~
8 ~~the hours each person works each week; or for part-time personnel,~~
9 ~~each day or month, as appropriate;~~

10 ~~28.2.3 The professional degree, if applicable, and experience~~
11 ~~required for each position; and~~

12 ~~28.2.4 The language skill, if applicable, for all personnel.~~

13 ~~28.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to the~~
14 ~~COUNTY, criminal record background checks on all employees and/or volunteers~~
15 ~~who will provide services under this Agreement.~~

16 ~~28.4 CONTRACTOR warrants that all persons employed or otherwise assigned by~~
17 ~~CONTRACTOR to provide services under this Agreement have satisfactory past~~
18 ~~work records and/or reference checks indicating their ability to perform the~~
19 ~~required duties and accept the kind of responsibility anticipated under this~~
20 ~~Agreement.~~

21 29. EMPLOYMENT ELIGIBILITY VERIFICATION

22 ~~As applicable, CONTRACTOR warrants that it fully complies with all~~
23 ~~Federal and State statutes and regulations regarding the employment of aliens~~
24 ~~and others and that all its employees performing work under this Agreement~~
25 ~~meet the citizenship or alien status requirement set forth in Federal statutes~~
26 ~~and regulations. CONTRACTOR shall obtain, from all employees performing work~~
27 ~~hereunder, all verification and other documentation of employment eligibility~~
28 ~~status required by Federal or State statutes and regulations including, but~~

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

11 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

23 31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

1 32. CONFIDENTIALITY

2 32.1 CONTRACTOR agrees to maintain the confidentiality of its records
3 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
4 and all other provisions of law, and regulations promulgated thereunder
5 relating to privacy and confidentiality, as each may now exist or be hereafter
6 amended.

7 32.2 All records and information concerning any and all persons
8 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
9 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
10 volunteers. CONTRACTOR shall require all of its employees, agents,
11 subcontractors and volunteer staff who may provide services for CONTRACTOR
12 under this Agreement to sign an agreement with CONTRACTOR before commencing
13 the provision of any such services, to maintain the confidentiality of any and
14 all materials and information with which they may come into contact, or the
15 identities or any identifying characteristics or information with respect to
16 any and all participants referred to CONTRACTOR by COUNTY, except as may be
17 required to provide services under this Agreement or to those specified in
18 this Agreement as having the capacity to audit CONTRACTOR, and as to the
19 latter, only during such audit. CONTRACTOR shall comply with any audits
20 specified in Paragraph 27, provide reports and any other information required
21 by COUNTY in the administration of this Agreement, and as otherwise permitted
22 by law.

23 32.3 CONTRACTOR shall inform all of its employees, agents,
24 subcontractors, volunteers and partners of this provision and that any person
25 ~~knowingly and intentionally~~ violating the provisions of said State law may be
26 guilty of a crime.

27 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall
28 be subject to the confidentiality requirements of this Agreement.

1 33. COPYRIGHT ACCESS

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

6 34. WAIVER

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

15 35. PETTY CASH

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

18 36. PUBLICITY

19 36.1 Information and solicitations, prepared and released by
20 CONTRACTOR, concerning the services provided under this Agreement shall state
21 that the program, wholly or in part, is funded through COUNTY, State and
22 Federal government funds.

23 36.2 CONTRACTOR shall not disclose any details in connection with this
24 Agreement to any person or entity except as may be otherwise provided
25 hereunder or required by law. However, in recognizing CONTRACTOR's need to
26 identify its services and related clients to sustain itself, COUNTY shall not
27 inhibit CONTRACTOR from publishing its role under this Agreement within the
28 following conditions:

1 36.2.1 CONTRACTOR shall develop all publicity material in a
2 professional manner; and

3 36.2.2 During the term of this Agreement, CONTRACTOR shall not,
4 and shall not authorize another to, publish or disseminate any commercial
5 advertisements, press releases, feature articles, or other materials using the
6 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
7 unreasonably withhold written consent.

8 37. COUNTY RESPONSIBILITIES

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

11 38. REFERRALS

12 38.1 CONTRACTOR shall provide services to individuals referred by
13 ADMINISTRATOR.

14 39. REPORTS

15 39.1 CONTRACTOR shall provide information deemed necessary by
16 ADMINISTRATOR to complete any State-required reports related to the services
17 provided under this Agreement.

18 39.2 CONTRACTOR shall maintain records and submit reports containing
19 such data and information regarding the performance of CONTRACTOR's services,
20 costs or other data relating to this Agreement, as may be requested by
21 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
22 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

23 40. ENERGY EFFICIENCY STANDARDS

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

27 41. ENVIRONMENTAL PROTECTION STANDARDS

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

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

6 41.1 No facility to be utilized in the performance of the proposed
7 grant has been listed on the EPA List of Violating Facilities;

8 41.2 It will notify COUNTY prior to award of the receipt of any
9 communication from the Director, Office of Federal Activities, U.S. EPA,
10 indicating that a facility to be utilized for the grant is under consideration
11 to be listed on the EPA List of Violating Facilities; and

12 41.3 It will notify COUNTY and the EPA about any known violation of the
13 above laws and regulations.

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

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

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

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

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

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

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

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

22 C. Submission of this certification and disclosure is a
23 prerequisite for making or entering into this Agreement imposed by Section
24 1352, Title 31, USC. Any person who makes an expenditure prohibited under
25 this provision or who fails to file or amend the disclosure form to be filed
26 or amended by this provision, shall be subject to a civil penalty of not less
27 than \$10,000, and not more than \$100,000, for each such failure.

1 43. POLITICAL ACTIVITY

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

5 44. TERMINATION PROVISIONS

6 44.1 ADMINISTRATOR may terminate this Agreement without penalty
7 immediately with cause or after thirty (30) days written notice without cause,
8 unless otherwise specified. Notice shall be deemed served on the date of
9 mailing. Cause shall be defined as any breach of contract, any
10 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
11 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
12 all further obligations under this Agreement.

13 44.2 Upon termination, or notice thereof, CONTRACTOR agrees to
14 cooperate with ADMINISTRATOR in the orderly transfer of service
15 responsibilities, active case records, and pertinent documents.

16 44.3 The obligations of COUNTY under this Agreement are contingent upon
17 the availability of Federal and/or State funds, as applicable, for the
18 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
19 for the services hereunder in the budget approved by the Orange County Board
20 of Supervisors each fiscal year this Agreement remains in effect or operation.
21 In the event that such funding is terminated or reduced, ADMINISTRATOR may
22 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
23 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
24 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
25 notification of such determination. CONTRACTOR shall immediately comply with
26 ADMINISTRATOR's decision.

27 44.4 If any provision of this Agreement or the application thereof is
28 held invalid, the remainder of this Agreement shall not be affected thereby.

1 45. GOVERNING LAW AND VENUE

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

11 46. SIGNATURE IN COUNTERPARTS

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

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WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: _____
BOB WINGENROTH PAUL EMERY
INTERIM CITY MANAGER
CITY OF ANAHEIM

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

Dated: _____

Dated: _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM

By: _____
Theodore J. Reynolds MICHAEL R.W. HOUSTON
Assistant City Attorney CITY ATTORNEY

Dated: _____

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

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

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

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EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CITY OF ANAHEIM
FOR THE PROVISION OF VOCATIONAL TRAINING ACTIVITIES

1. PROGRAM OBJECTIVE AND GOALS

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

1.1 CONTRACTOR shall provide Vocational Training (VTR) activities to Participants to prepare them for unsubsidized employment.

1.2 CONTRACTOR shall meet each of the following goals throughout the term of this Agreement:

1.2.1 VTR Enrollments: A minimum of eighty percent (80%) of all Participants who are referred per Subparagraph 2 of this Exhibit A to this Agreement shall be enrolled in VTR activities.

1.2.2 VTR Completion Rate: A minimum of seventy percent (70%) of Participants enrolled in VTR activities will complete the activities per the WTW Staff referral.

1.2.3 VTR Employment Rate: A minimum of sixty percent (60%) of Participants who attend VTR activities will obtain unsubsidized employment

1 within forty-five (45) calendar days of completing VTR activities. Employment
2 will be verified on a format approved by ADMINISTRATOR.

3 2. POPULATION TO BE SERVED

4 2.1 Participants who meet all of the following criteria may be
5 referred for VTR activities, per SSA policy:

6 2.1.1 ~~Meet all eligibility requirements of the VTR activity~~ Are
7 required to participate, or have voluntarily enrolled, in the CalWORKs/WTW
8 program pursuant to State regulations;

9 2.1.2 ~~Are deemed suitable for the activity by WTW Staff; and~~

10 2.1.3 Have not obtained unsubsidized employment sufficient to
11 meet minimum required hours of WTW participation; ~~and~~

12 2.1.4 ~~Have significant barriers to secure employment~~ Are deemed
13 suitable for the activity by WTW Staff; ~~and~~

14 2.1.5 ~~Have completed a Vocational Assessment; and~~

15 2.1.6 Continue to meet CalWORKs ~~financial~~ eligibility criteria;
16 and

17 2.1.7 Reside in Orange County.

18 2.2 CONTRACTOR agrees to provide services to pParticipants referred to
19 CONTRACTOR by ADMINISTRATOR under this Agreement.

20 2.3 CONTRACTOR shall not refuse pParticipants without discussion and
21 concurrence by WTW sStaff prior to any action to minimize issues that impede
22 pParticipants' ability to complete VTR activities.

23 3. DEFINITIONS

24 3.1 ~~One-Stop Centers~~ America's Job Centers of California: Employment-
25 based facilities ~~which~~ integrating ~~integrate~~ community based service providers
26 ~~multiple state and local resources~~ into single workforce centers, in which
27 COUNTY participates, ~~which~~ that provide comprehensive career services and
28 labor market information to pParticipants seeking jobs under various Federal

1 and State funded programs. The centers are established statewide under S.B.
 2 1417 (Chapter 819, Statutes of 1994), to implement a collaborative system of
 3 employment, training and education programs and services, in support of
 4 California's economic development.

5 3.2 One-Stop Partner: ~~One of the entities responsible for conducting~~
 6 ~~the day to day activities associated with the delivery of workforce~~
 7 ~~development services to employers and job seekers, including daily management,~~
 8 ~~supervision, and coordination of staff physically co-located at the One-Stop~~
 9 ~~Center.~~

10 3.3 Anaheim Workforce Investment Board (ANA WIB): Established under
 11 the Federal Workforce Investment Act (WIA) of 1998, which was reauthorized by
 12 the enactment of the Federal Workforce Innovation and Opportunity Act on July
 13 22, 2014. ANA WIB provides oversight of workforce investment activities that
 14 increase the employment, retention, and earnings of pParticipants, and
 15 increase attainment of occupational skills by pParticipants. Workforce
 16 investment activities authorized by WIA are provided at the local level via
 17 the ~~One-Stop Centers~~ America's Job Centers of California as defined in
 18 Subparagraph 2.63.1 below above , to individuals in need of those services,
 19 including job seekers, dislocated workers, youth, incumbent workers, new
 20 entrants to the workforce, veterans, persons with disabilities and employers.

21 3.4 Anaheim Workforce Investment Board Case Manager (ANA WIB CM): An
 22 employee of the Anaheim Workforce Development Division, a division of the City
 23 of Anaheim, assigned to work with the pParticipant and Welfare-To-Work (WTW)
 24 sStaff throughout the ~~Vocational Training (VTR)~~ activities.

25 3.5 Barriers to Employment: ~~Circumstances, such as mental health,~~
 26 ~~substance abuse, housing issues, and learning disabilities etc., which that~~
 27 interfere with WTW participation, employment, or job search.

28 3.6 CalWORKs: ~~The acronym for the~~ California Work Opportunity and

1 Responsibility to Kids Act of 1997, as described in the state of California
2 Welfare and Institutions Code (WIC) Section 11200 et seq.

3 3.7 Multi-Disciplinary Team (MDT): A team of individuals from diverse
4 backgrounds who meets to engage in a strength-based discussion of a client's
5 situation. The MDT reviews case and family elements to optimize the client's
6 WTW activities or develop other appropriate service plans for CalWORKs
7 individuals and families. MDT members may consist of staff from the following
8 areas: Social Services Agency (SSA) CalWORKs; Domestic Abuse Services;
9 Behavior Health Services; Public Health Nurse; One-Stop Centers; SSA Children
10 and Families Services; educational providers; Job Services and Employment
11 Support; Vocational Assessment; WTW activity providers who could benefit from,
12 or contribute to, the discussion; and all other relevant individuals.

13 3.8 Orange County CalWORKs Plan: A list of major program goals and
14 objectives; and a description of major program elements which contribute to
15 those goals and objectives, approved by the Board of Supervisors and submitted
16 to the California Department of Social Services.

17 3.9 Participant: Recipients of CalWORKs financial assistance benefits
18 who are required to participate, or have voluntarily enrolled, in the WTW
19 program pursuant to State regulations and County policies. An individual who is
20 required to participate, or has voluntarily enrolled, in the CalWORKs/WTW
21 program pursuant to State regulations.

22 3.10 Placement: Employment of a WTW participant who is meeting
23 required WTW participation hours through unsubsidized employment hired by an
24 employer in an unsubsidized employment for the minimum required work
25 participation hours and is earning at least the prevailing California minimum
26 wage, as referenced in County Policy.

27 3.11 Supportive Services: Payments made by ADMINISTRATOR provided to or
28 on behalf of WTW participants for child care, transportation, and/or

1 ancillary expenses.

2 3.12 Unsubsidized Employment: Employment without government subsidy.

3 3.13 Vocational Assessment: An evaluation of employability and the need
 4 for employment support services considering work history, employment
 5 knowledge, skills, knowledge and abilities, education, and educational
 6 competency level, local labor market conditions, and, physical limitations,
 7 or behavioral mental conditions. ~~The types of assessments utilized are
 8 Employment Readiness Assessment and Learning Disability Evaluation, and are
 9 provided through a separate contracted service provider. Vocational
 10 Assessments are conducted through another COUNTY contracted service provider.~~

11 3.14 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act
 12 which requires non-exempt parents or caretakers in families ~~on~~ receiving
 13 CalWORKs assistance, unless exempted, to meet work requirements by
 14 participating in WTW activities, with a goal of unsubsidized employment
 15 leading to self-sufficiency.

16 3.15 WTW Activities: Allowable activities to which the Participant may
 17 be assigned as specified in the WIC and the Orange County CalWORKs Plan.

18 3.16 WTW Staff: ~~An SSA employee, or contracted case management staff,
 19 either an Initial Services Worker (ISW) or WTW Case Manager (WTW CM), who is
 20 assigned to each WTW participant to monitor the progression of the participant
 21 through the WTW program and has primary responsibility to resolve the
 22 participant's supportive services needs and address barriers~~ ADMINISTRATOR's
 23 staff and other contracted staff with the authority to refer Participants for
 24 services.

25 3.17 Welfare To Work Plan: ~~An plan developed by WTW staff and the
 26 participant specifying work related activities in which the participant shall
 27 engage and the Supportive Services to be provided. to the participant.~~

28 3.18 Work Participation Hours: ~~The number of hours per week a~~

1 participant is required to engage in WTW activities, based on Federal and
2 State requirements.

3 4. SERVICES

4 4.1 CONTRACTOR shall engage pParticipants for the number of hours as
5 referred by WTW sStaff.

6 4.2 ~~Individual CalWORKs WTW participation requirements are as follows~~
7 ~~and are subject to change according to State and Federal mandates:~~

8 4.2.1 ~~One (1) Parent Assistance Unit:~~

9 ~~_____ A. Twenty (20) hours per week for single parents with a~~
10 ~~child under six (6) years of age.~~

11 ~~B. Thirty (30) hours per week for single parents without~~
12 ~~a child under six (6) years old.~~

13 4.2.2 ~~Two (2) Parent Assistance Unit:~~

14 ~~A. Thirty five (35) hours per week for two (2) parent~~
15 ~~Assistance Units. One (1) parent can satisfy the total thirty five (35) hour~~
16 ~~requirement. If both parents contribute to the thirty-five (35) hour~~
17 ~~requirement then at least one parent shall participate a minimum of twenty~~
18 ~~(20) hours per week.~~

19 4.3 VTR is a temporary, transitional, and short-term educational
20 activity, not to exceed twelve (12) months, to prepare pParticipants for
21 employment in a specific trade, occupation, or vocation. ~~Due to the WTW~~
22 ~~twenty four (24) Month Time Clock, the VTR twelve (12) month lifetime limit~~
23 ~~has been extended an additional twenty four (24) months, not to exceed a total~~
24 ~~of thirty six (36) months, with prior approval from the SSA Program~~
25 ~~Manager.~~ VTR activities must be provided by vocational-technical schools,
26 postsecondary institutions, or proprietary schools. VTR activities shall be
27 made available to pParticipants in areas identified as growth oriented,
28 current or emerging occupations, meeting an unmet community need, and in high

1 demand for new employees. VTR activities shall include, but not be limited
2 to, the following:

3 4.3.1 Medical (Certified Nursing Assistant, Medical
4 Administration);

5 4.3.2 Hospitality Operations;

6 4.3.3 General Office/Administrative Assistant;

7 4.3.4 Receptionist;

8 4.3.5 Truck/Bus Driver;

9 4.3.6 Automotive/Smog Technician; and

10 4.3.7 CNC Machining Technician.

11 4.4 CONTRACTOR shall obtain prior approval from ADMINISTRATOR for all
12 VTR activities provided under this Agreement.

13 5. CONTRACTOR RESPONSIBILITIES

14 CONTRACTOR shall:

15 5.1 Assign an ANA WIB CM who will work closely with each pParticipant
16 and develop a relationship to understand the pParticipant's needs, assess
17 career goals and arrange an appropriate VTR activity.

18 5.2 Discuss and obtain concurrence with WTW sStaff prior to returning
19 pParticipant for identified barriers/noncooperation to minimize issues that
20 impede pParticipants' ability to complete the VTR or ~~WEX~~ activity.

21 5.3 Provide workshops, training, case management, and coaching to the
22 pParticipant in order to address Barriers to Employment barriers, ensure
23 completion of VTR activity and assist in obtaining employment.

24 5.4 Work with and motivate difficult to place pParticipants who have
25 multiple Barriers to Employment barriers, which may include a resistance to
26 program participation.

27 5.5 Provide services to meet ethnic diversity in a manner sensitive
28 responsive to individuals with literacy, language and sociocultural issues

1 that demonstrate language or cultural barriers to employment, including
2 resistance to pursuing employment in occupations that may be perceived as
3 nontraditional.

4 5.6 Resolve attitudinal barriers toward obtaining and retaining
5 employment, such as fear of going to work, anger and resentment from being
6 required to participate, low self-esteem/motivation, problems accessing and
7 navigating public transportation, and child care concerns.

8 5.7 Assign the participant to an appropriate VTR activity based on
9 the participant's vocational assessment, experience and interest within seven
10 (7) business days from the date of the referral, unless otherwise directed by
11 ADMINISTRATOR.

12 5.8 Monitor the progress of all participants by meeting every two (2)
13 weeks, or more often if needed, with the participant and the training
14 facility to discuss action steps needed to successfully complete the program.

15 5.9 Use positive reinforcement techniques and ensure participants are
16 aware that their assignment is being closely monitored.

17 5.10 Refer participants to WTW staff for assistance with supportive
18 employment support services needs, such as food, transportation, housing,
19 mental health and substance abuse issues, legal assistance, and clothing to
20 WTW staff for assistance.

21 5.11 Continue to engage the participant in job search activities for
22 forty-five (45) days after completion of the VTR activity.

23 5.12 Maintain a case file for each participant served under this
24 Agreement in each VTR activity in a format approved by ADMINISTRATOR. The
25 case file will include, but not be limited to, the following:

26 5.12.1 Initial referral form- ;

27 5.12.2 Documentation of all correspondence in regards to the
28 participant's participation in the VTR activity, including any correspondence

1 involving any subcontractors- ;

2 5.12.3 Participant's attendance records- ;

3 5.12.4 Documentation, including dates, of any problem occurrences
4 reported at the VTR training site- ; and

5 5.12.5 All correspondence related to any Participant's Workers'
6 Compensation injury.

7 5.13 Develop appropriate training sites in the community, monitor
8 pParticipant's attendance, and communicate pParticipant and attendance issues
9 with WTW sStaff, as determined by ADMINISTRATOR.

10 5.14 Attend meetings as requested by ADMINISTRATOR.

11 5.15 Cooperate with ADMINISTRATOR with respect to sanctions applied by
12 ADMINISTRATOR to pParticipant in the event of pParticipant non-cooperation.
13 This may include testifying at pParticipant non-compliance hearings.

14 5.16 Provide internal forms that are not mandated by ADMINISTRATOR or
15 by program requirements for review and approval by ADMINISTRATOR prior to
16 implementation.

17 5.17 Ensure that all services provided to pParticipants under this
18 Agreement are conducted in a manner sensitive responsive to literacy,
19 language, and socio-cultural issues that may impact pParticipants.
20 CONTRACTOR's staff shall be trained in cultural differences to ensure their
21 ability to recognize and assist pParticipants who demonstrate language or
22 cultural barriers to employment, including resistance to participation in VTR
23 activities. CONTRACTOR shall employ staff who will provide services in the
24 pParticipant's language or obtain interpreters when necessary.

25 6. PRINCIPLES

26 CONTRACTOR shall ensure that the delivery of services is based on the
27 following principles:

28 6.1 Opportunities shall be maximized to provide integrated,

1 coordinated and easily accessible resources for Participants;

2 6.2 Services shall be family-friendly and family-centered;

3 6.3 Services shall be community-based and provide integrated services
4 that coordinate Federal, State and community funding opportunities;

5 6.4 Participants' strengths shall be identified, utilizing
6 motivational and strength-based techniques; and

7 6.5 Services shall be outcome-driven and identify indicators that
8 accurately reflect progress towards stated goals.

9 7. OUTSIDE CONTACTS:

10 CONTRACTOR shall:

11 7.1 Immediately inform ADMINISTRATOR of any inquiry from an elected
12 official or their representative not already associated with CONTRACTOR,
13 participant advocate, or the press, and immediately provide information in
14 order for ADMINISTRATOR to respond.

15 7.2 Consult with ADMINISTRATOR prior to initiating contact with a
16 participant advocate or the press.

17 7.3 Inform ADMINISTRATOR prior to initiating contact with an elected
18 official or their representative.

19 ~~7.4 CONTRACTOR shall immediately inform ADMINISTRATOR of any inquiry~~
20 ~~from an elected official, other than a member of CONTRACTOR's City Council,~~
21 ~~their representative, participant advocate, or the press, and immediately~~
22 ~~provide information to ADMINISTRATOR for assistance in coordinating a~~
23 ~~response.~~

24 ~~7.5 CONTRACTOR shall consult with ADMINISTRATOR prior to initiating~~
25 ~~contact with an elected official other than a member of CONTRACTOR's City~~
26 ~~Council, their representative, participant advocate, or the press regarding~~
27 ~~programs provided under this contract.~~

1 8. FACILITIES

2 8.1 It is mutually understood that VTR activities shall be provided at
3 a variety of training sites throughout Orange County, as defined by
4 CONTRACTOR. It is mutually understood that pParticipants will be referred to
5 CONTRACTOR at the following facility:

6 Anaheim Jobs (~~One Stop Center~~)
7 290 South Anaheim Blvd., Suite 100
8 Anaheim, CA 92805

9 8.2 Participants will have access to the ~~One Stop Center~~ America's Job
10 Center of California where they can access a wide variety of resources
11 including labor market information and job vacancy listings. They will also
12 have full access to computers with Internet connectivity, telephones, faxes,
13 and copy machines.

14 8.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add,
15 change, modify, or delete facility locations as necessary to best serve the
16 needs of pParticipants and ADMINISTRATOR.

17 9. REPORTING REQUIREMENTS

18 9.1 CONTRACTOR shall maintain records, collect data, and provide
19 reports mandated by Federal and State governments and as may be required by
20 ADMINISTRATOR. Reporting requirements shall include all reports and data
21 collection that is required to track goals and report progress as noted in
22 Paragraph 1 of this Exhibit A to this Agreement

23 9.2 Reports of problems, including attendance issues, achievements, or
24 other inquiries about VTR activities shall be addressed immediately with the
25 affected pParticipant and employer/instructor; CONTRACTOR shall inform WTW
26 sStaff within twenty-four (24) hours, through verbal or electronic
27 communication, which will allow for quick intervention and results oriented
28 action to address the issue with the pParticipant.

 9.3 CONTRACTOR shall report each pParticipant's monthly attendance and

1 progress, including achievements, by the tenth (10th) calendar day of the
2 following month in a format approved by ADMINISTRATOR.

3 9.4 CONTRACTOR shall provide, by the tenth (10th) calendar day of each
4 month, a status report for the preceding month, in a format approved by
5 ADMINISTRATOR. The monthly status report shall identify, but not be limited
6 to, the following data elements:

7 9.4.1 Referrals received;

8 9.4.2 Participants enrolled;

9 9.4.3 Participants referred back to ADMINISTRATOR for non-
10 attendance;

11 9.4.4 Participants disenrolled by WTW Staff;

12 9.4.5 Participants carried forward from previous month;

13 9.4.6 Completions of VTR activity;

14 9.4.7 Placements in unsubsidized employment;

15 9.4.8 Average wage; and

16 9.4.9 Complaints received.

17 10. PERFORMANCE MONITORING AND REVIEW

18 10.1 CONTRACTOR's performance will be monitored and reviewed by
19 ADMINISTRATOR. CONTRACTOR shall cooperate and assist ADMINISTRATOR in
20 monitoring performance. ADMINISTRATOR will conduct case reviews as part of an
21 on-going evaluation of CONTRACTOR's performance.

22 10.2 ADMINISTRATOR may use a variety of inspection methods to evaluate
23 CONTRACTOR's performance, including but not limited to:

24 10.2.1 Random sampling of program activities including a review
25 of case files each month;

26 10.2.2 Activity checklists and random observations;

27 10.2.3 Inspect output items on a periodic basis as deemed
28 necessary;

1 10.2.4 Computer Information System reported results;

2 10.2.5 Participants' complaints and/or Participants'
3 questionnaires; and

4 10.2.6 Service provider complaints or reports.

5 10.3 ~~CONTRACTOR~~ ADMINISTRATOR may require corrective action plans when
6 it is determined that services are performed unsatisfactorily during the
7 review period. CONTRACTOR shall remedy the performance defects within the
8 time period specified in the corrective action plan.

9 10.4 Performance evaluation meetings will be conducted by ADMINISTRATOR
10 as necessary.

11 10.5 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
12 information necessary for monitoring this Agreement, and with authorized State
13 or Federal representatives who may audit WTW Program services.

14 11. QUALITY CONTROL

15 11.1 CONTRACTOR shall maintain a complete internal Quality Control Plan
16 to ensure that the requirements of this agreement are met. The Quality
17 Control Plan shall include, but not be limited to:

18 11.1.1 Activities to be inspected on either a scheduled or
19 unscheduled basis, how often inspections will be accomplished, and the title
20 of the individual(s) who will perform the inspections;

21 11.1.2 Specific methods to identify and prevent deficiencies in
22 the quality of service performed, prior to unacceptable performance levels;

23 11.1.3 Method for continuing services in the event of a strike of
24 CONTRACTOR's employees or a natural disaster; and

25 11.1.4 Maintenance of all inspection files and, if necessary,
26 corrective action taken.

27 11.2 CONTRACTOR shall cooperate with any third party audit or
28 inspections as required by ADMINISTRATOR or other COUNTY, State or Federal

1 agency.

2 12. WELFARE FRAUD

3 12.1 ~~CONTRACTOR shall report to the appropriate CalWORKs WTW staff when~~
4 ~~eligibility or supportive services payment fraud is suspected, either by a~~
5 ~~participant or a service provider.~~

6 If CalWORKs eligibility or Supportive Services payment fraud is
7 suspected, either by the Participant or a service provider, CONTRACTOR staff
8 shall inform the appropriate designated COUNTY staff.

9 13. HANDLING COMPLAINTS

10 13.1 CONTRACTOR shall develop, operate, and maintain procedures for
11 receiving, investigating and responding to provider and Participant
12 complaints, including Civil Rights complaints, requests for COUNTY reviews,
13 negative comments and other complaints relating to services provided under
14 this Agreement.

15 13.2 CONTRACTOR staff shall maintain a log for identification and
16 response to Participants' complaints. When complaints cannot be resolved
17 informally, a system of follow-through shall be instituted which adheres to
18 formal plans for specific actions and strict time deadlines. Responses to
19 complaints should occur within two (2) business days, unless otherwise
20 authorized by ADMINISTRATOR.

21 13.3 For Civil Rights complaints, refer to Subparagraph 9.6.2 of this
22 Agreement.

23 13.4 When CONTRACTOR believes any complaint may have legal implications
24 for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately
25 to ADMINISTRATOR prior to responding to the complaint. In the event any such
26 complaint pertains to an injury or property damage, CONTRACTOR shall follow
27 the provisions as set forth in Subparagraph **Error! Reference source not found.**
28 of this Agreement.

1 13.5 CONTRACTOR shall provide to ADMINISTRATOR, in a form approved by
2 ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's
3 response to any complaints as described above within ten (10) business days of
4 the complaint. CONTRACTOR shall provide a summary of all complaints and/or
5 negative comments as prescribed and on a format approved by ADMINISTRATOR.
6 Complaints include, but are not limited to, complaints from clients, other
7 COUNTY contracted service providers, community organizations, and the public.

8 ~~CONTRACTOR shall develop, operate, and maintain procedures for~~
9 ~~receiving, investigating, and responding to service providers and participant~~
10 ~~complaints, including Civil Rights complaints against direct service providers~~
11 ~~made by participants, requests for State Hearings and formal grievances,~~
12 ~~requests for COUNTY reviews, and other complaints relating to VTR activities.~~

13 13.1 ~~ADMINISTRATOR shall be notified immediately of all Civil Rights~~
14 ~~complaints.~~

15 13.2 ~~With respect to any complaints made by participants, CONTRACTOR~~
16 ~~shall identify issues with potential legal implications, and review any such~~
17 ~~cases with ADMINISTRATOR prior to responding to the complaints.~~

18 13.3 ~~CONTRACTOR shall maintain a log for identification and response to~~
19 ~~participants' complaints. When complaints cannot be resolved informally, a~~
20 ~~system of follow-through shall be instituted which adheres to formal plans for~~
21 ~~specific actions and response to complaints within two (2) business days.~~

22 13.4 ~~CONTRACTOR shall provide, in a format approved by ADMINISTRATOR,~~
23 ~~information pertaining to complaints, as well as CONTRACTOR's response to any~~
24 ~~complaints to ADMINISTRATOR, as described above, within ten (10) business days~~
25 ~~of the complaint.~~

26 13.5 ~~CONTRACTOR shall include a summary of all complaints received in~~
27 ~~the monthly status reports submitted to COUNTY per Subparagraph 9.4 above.~~

28 13.6 Formal Grievance Process and State Hearing

1 13.6.1 CONTRACTOR shall inform each Participant of his/her
2 grievance, State Hearing and Civil Rights, and of his/her right to request a
3 review by a COUNTY worker should the Participant disagree with an action made
4 by CONTRACTOR.

5 13.6.2 Grievance Rights and Civil Rights notices, in multiple
6 languages, shall be posted in WTW office(s) where all Participants can
7 easily see them, in accordance with Subparagraph 9.6 of this Agreement.

8 13.6.3 CONTRACTOR shall attend COUNTY Formal Grievance Hearings
9 and State Hearings as needed, and comply with the decisions of the Hearing
10 Officers. All actions involving the Formal Grievance Process and State
11 Hearings shall be properly documented.

12 14. HOURS OF OPERATION

13 14.1.1 CONTRACTOR shall provide service hours that are responsive
14 to the needs of the target population, as determined by ADMINISTRATOR. At a
15 minimum, CONTRACTOR shall provide services during business days Monday through
16 Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by
17 the Orange County Board of Supervisors. In addition, CONTRACTOR shall address
18 any expanded work hours of operation during the evening and on weekends that
19 may be required to provide services to Participants.

20 14.1.2 CONTRACTOR'S holiday schedule shall not exceed COUNTY'S
21 holiday schedule which is as follows: New Year's Day, Martin Luther King Day,
22 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
23 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
24 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written
25 approval from ADMINISTRATOR for any closure outside of COUNTY'S holiday
26 schedule. Any unauthorized closure shall be deemed a material breach of this
27 Agreement, pursuant to Paragraph 19, and shall not be reimbursed. CONTRACTOR
28 is encouraged to provide the contracted services on holidays, whenever

possible.

At a minimum, CONTRACTOR shall maintain business hours of Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. (COUNTY and CONTRACTOR holidays excluded) as well as scheduled evening and weekend hours to best meet the needs of pParticipants and their families.

15. BUDGET FOR PROVISION OF VTR

15.1 The budget for services provided pursuant to Exhibit A of this Agreement shall span twenty-four (24) months and is set forth as follows:

Budget Period July 1, 2013 – June 30, 2013 2014

<u>Line Items</u>	<u>Maximum Hourly Rate</u>	<u>FTE</u>	<u>Budget</u>
<u>Salaries and Benefits</u>			
Workforce Development Manager (Administration)	\$52.02	-0.20	\$21,640
Workforce Development Supervisor (Program)	\$30.09	-.20	\$12,517
Workforce Development Analyst (Administration)	\$30.92	-0.20	\$12,863
Workforce Development Assistant (Administration)	\$27.25	-.15	\$8,502
Workforce Development Assistant (Program)	\$27.25	-.20	\$11,336
One-Stop Case Manager (Program)	\$23.13	-1.00	\$48,110
Job Developer (Program)	\$23.13	-.25	\$12,028
Subtotal Salaries			\$126,996
Benefits (83.6%)			\$106,126
Total Salaries/Benefits⁽¹⁾⁽²⁾			\$233,122
<u>Operating Expenses</u>			
Participant Costs			
VTR activities⁽³⁾			\$312,762
Emergency Transportation			\$500
Office Supplies			\$2,600
Travel and Meeting Expense⁽⁴⁾			\$350
Mileage⁽⁵⁾			\$150
Equipment – Lease and Maintenance			\$4,000
Rent			\$16,016
Copies			\$500
Audit Services			\$5,000

1	PC Support			\$10,500
	Payroll/Accounting			<u>\$14,500</u>
2	Total Operating Expenses			\$366,878

3 ~~MAXIMUM COUNTY OBLIGATION (7/1/13-6/30/14)~~ ~~\$600,000~~

4 Budget Period July 1, 2014- June 30, 2015

5	Line Items	Maximum Hourly Rate	FTE	Budget
6	<u>Salaries and Benefits</u>			
7	Workforce Development Manager (Administration)	\$53.36	-0.20	\$22,198
8	Workforce Development Supervisor (Program)	\$30.92	-.20	\$12,863
9	Workforce Development Analyst (Administration)	\$33.15	-0.20	\$13,790
10	Workforce Development Assistant (Administration)	\$27.25	-.15	\$8,502
11	Workforce Development Assistant (Program)	\$27.25	-.20	\$11,336
12	One-Stop Case Manager (Program)	\$23.88	-1.00	\$49,670
13	Job Developer (Program)	\$23.88	-.25	<u>\$12,418</u>
14	Subtotal Salaries			<u>\$130,777</u>
15	Benefits (84.1%)			<u>\$109,964</u>
16	Subtotal Salaries and Benefits⁽¹⁾⁽²⁾			<u>\$240,741</u>
17	Operating Expenses			
18	Participant Costs			
	VTR activities⁽³⁾			\$305,143
19	Emergency Transportation			\$500
20	Office Supplies			\$2,600
	Travel and Meeting Expense⁽⁴⁾			\$350
21	Mileage⁽⁵⁾			\$150
22	Equipment Lease and Maintenance			\$4,000
	Rent			\$16,016
23	Copies			\$500
	Audit Services			\$5,000
24	PC Support			\$10,500
25	Payroll/Accounting			<u>\$14,500</u>
26	Total Operating Expenses			\$359,259

27 ~~MAXIMUM COUNTY OBLIGATION (7/1/14-6/30/15)~~ ~~\$600,000~~

28 ~~TOTAL MAXIMUM COUNTY OBLIGATION(7/1/13-6/30/15)~~ ~~\$1,200,000~~

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Budget Period July 1, 2015 - June 30, 2016

<u>Line Items</u>	<u>Maximum Hourly Rate</u>	<u>FTE</u>	<u>Budget</u>
Salaries and Benefits			
Workforce Development Manager (Administration)	\$57.27	.20	\$23,824
Workforce Center Supervisor (Program)	\$36.66	.25	\$19,063
Workforce Development Analyst (Administration)	\$37.97	.20	\$15,796
Workforce Development Assistant (Administration)	\$29.58	.15	\$9,229
Case Manager (Program)	\$26.21	1.00	\$54,517
Job Developer (Program) Bilingual	\$26.21	.25	\$13,629 \$2,340
Subtotal Salaries			\$138,398
Benefits (81.4%)			\$112,711
Total Salaries/Benefits ⁽¹⁾⁽²⁾			\$251,109

Operating Expenses

Participant Costs			
VTR activities ⁽³⁾			\$352,201
Emergency Transportation			\$500
Office Supplies			\$1,000
Travel and Meeting Expense ⁽⁴⁾			\$750
Mileage ⁽⁵⁾			\$750
Equipment - Lease and Maintenance			\$750
Rent			\$16,016
Copies			\$400
Audit Services			\$5,000
PC Support			\$10,500
Payroll/Accounting			\$15,024
Total Operating Expenses			\$402,891

MAXIMUM COUNTY OBLIGATION (7/1/15-6/30/16) \$654,000

Budget Period July 1, 2016- June 30, 2017

<u>Line Items</u>	<u>Maximum Hourly Rate</u>	<u>FTE</u>	<u>Budget</u>
Salaries and Benefits			
Workforce Development Manager (Administration)	\$58.98	.20	\$24,536
Workforce Center Supervisor (Program)	\$37.76	.25	\$19,635

1	Workforce Development Analyst (Administration)	\$39.11	.20	\$16,270
2	Workforce Development Assistant (Administration)	\$30.47	.15	\$9,507
3	Case Manager (Program)	\$26.99	1.00	\$56,139
4	Job Developer (Program) Bilingual	\$26.99	.25	\$14,035 2,411
5	Subtotal Salaries			\$142,532
6	Benefits (81.4%)			\$116,076
7	Subtotal Salaries and Benefits ⁽¹⁾⁽²⁾			\$258,608
8	Operating Expenses			
9	Participant Costs			
10	VTR activities ⁽³⁾			\$345,601
11	Emergency Transportation			\$500
12	Office Supplies			\$500
13	Travel and Meeting Expense ⁽⁴⁾			\$500
14	Mileage ⁽⁵⁾			\$500
15	Equipment - Lease and Maintenance			\$500
16	Rent			\$16,016
17	Copies			\$300
18	Audit Services			\$5,000
19	PC Support			\$10,500
20	Payroll/Accounting			\$15,475
21	Total Operating Expenses			\$395,392
22				\$654,000
23	MAXIMUM COUNTY OBLIGATION (7/1/16-6/30/17)			
24	TOTAL MAXIMUM COUNTY OBLIGATION (7/1/15-6/30/17)			\$1,308,000

(1) Total salaries are calculated on maximum hourly rates.

(2) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and vacation and sick-leave accrual limited to the amount of time earned during the fiscal years in which such expense is claimed. The overall benefit rate shall not exceed 81.4% of the actual salary expense claimed. ~~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 current prevailing rates.~~

(3) Enrollments in VTR activities are contingent upon availability of funds.

1 ~~and shall consist of a minimum of fifty-five (55) enrollments for the~~
 2 ~~period of July 1, 2013 through June 30, 2014 and fifty-five (55)~~
 3 ~~enrollments for the period of July 1, 2014 through June 30, 2015~~

- 4 (4) Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel
 5 Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved
 6 in advance by SSA. ~~OCWIB ANA WIB~~ shall be reimbursed for actual expenses
 7 of lodging, up to the maximum allowed in CFR Title 41 Chapter 301, Travel
 8 Allowances. ~~OCWIB ANA WIB~~ shall be reimbursed for per diem rate paid to
 9 employees for meals and incidental expenses incurred during travel, up to
 10 the maximum allowed in CFR 41 Chapter 301, Travel Allowances.
 11 (5) Mileage is limited to the amount allowed by the ~~United States Internal~~
 12 ~~Revenue Service IRS.~~

13 15.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
 14 notice, to add, delete, or otherwise modify line items and/or amounts and/or
 15 the number and type of FTE positions without changing COUNTY's maximum
 16 obligation as stated in Subparagraph 20.1 of this Agreement or reducing the
 17 level of service to be provided by CONTRACTOR. Further, in accordance with
 18 Subparagraph 44.3 of this Agreement, in the event ADMINISTRATOR reduces the
 19 maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and
 20 ADMINISTRATOR may mutually agree in writing to proportionately reduce the
 21 service goals as set forth in this Exhibit A to this Agreement.

22 16. STAFF

23 CONTRACTOR shall employ staff with experience in placing ~~p~~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 read~~
 26 ~~be able to read, write, speak, and understand English.~~ CONTRACTOR shall
 27 provide bilingual staff to serve ~~p~~Participants who speak Spanish or
 28 Vietnamese. The ratio of bilingual staff shall be consistent with and
 proportional to the target population, as determined by ADMINISTRATOR. In
 addition, CONTRACTOR shall be required to provide translation services for all
 other languages as needed to ensure all ~~p~~Participants are provided services in
 the language they speak.

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

5 16.1 Staff Training

6 16.1.1 CONTRACTOR's staff directly serving ~~participants and~~
7 ~~first line supervisors~~, or supervising those who do, shall be thoroughly
8 familiar with the WTW service delivery model contained in the current Orange
9 County CalWORKs Plan, incorporated herein by reference; COUNTY policies and
10 related instructions; COUNTY data systems, including service delivery and
11 payment systems; welfare fraud and child abuse/elder abuse reporting
12 requirements; the State Hearing process; and Civil Rights compliance
13 requirements.

14 16.1.2 COUNTY will provide relevant program policies and
15 operational procedures to CONTRACTOR during start-up, and subsequently as
16 these materials are revised or new policies are developed.

17 16.1.3 COUNTY will provide initial training to a limited number
18 of CONTRACTOR's staff with respect to CalWORKs WTW regulations and COUNTY
19 policies and procedures. CONTRACTOR shall conduct subsequent training(s) and
20 refresher training yearly. COUNTY will provide technical information to
21 CONTRACTOR on these requirements, but it will be CONTRACTOR's sole
22 responsibility to ensure that CONTRACTOR's staff understand and correctly
23 implement the requirements cited when providing WTW services.

24 16.1.4 CONTRACTOR shall be required to attend training(s) and/or
25 meetings that COUNTY determines to be mandatory, and provide CONTRACTOR staff
26 with ongoing training and assistance to ensure that contract deliverables are
27 met.

28 16.1.5 CONTRACTOR shall ensure that CONTRACTOR's staff receives

1 training in understanding the cultural differences among groups of
 2 pParticipants, and recognizes and effectively intervenes to overcome any
 3 language and/or cultural barriers to employment.

4 16.1.6 CONTRACTOR shall maintain a log of in-house training
 5 activities and pParticipants. This log shall be made available to COUNTY upon
 6 request.

7 16.2 Staff Duties and Qualifications:

8 CONTRACTOR shall provide the following described staff positions:

9 16.2.1 Workforce Development Manager

10 Duties:

11 16.2.1.1 Plan, direct, and implement the VTR programs within
 12 the Workforce Development Division of the Community Development Department.

13 Qualifications:

14 16.2.1.2 Minimum of five (5) years of responsible job training
 15 program planning, development, and administration experience; including of
 16 which a minimum of one (1) year must be in an of administrative and/or lead
 17 supervisory role potion; and experience.

18 16.2.1.3 ~~supplemented by a Bachelor's degree from an~~
 19 ~~accredited college or university with major course work in business~~
 20 ~~administration, public administration, or a related field. administration,~~
 21 ~~public administration, or a related field. An equivalent combination of~~
 22 ~~experience and education sufficient to perform the essential job functions and~~
 23 ~~provide the required knowledge. and abilities is qualifying~~

24 16.2.2 Workforce Development Center Supervisor

25 Duties:

26 16.2.2.1 Plan, prioritize, assign, supervise, and review the
 27 work of staff responsible for providing case management to VTR pParticipants.

28 16.2.2.2 Participate in the selection of VTR sites; provide or

1 coordinate staff training; and work with employees to correct deficiencies and
2 implement discipline procedures.

3 16.2.2.3 Recommend and assist in the implementation of goals
4 and objectives; establish schedules and methods for providing Vocational
5 Training case management; and implement policies and procedures.

6 Qualifications:

7 16.2.2.4 Minimum of three (3) years of responsible job training
8 program development and administration experience in a including some
9 administrative and/or lead supervisory role. experience supplemented by a
10 minimum of college level course work or specialized training in public
11 administration, business administration, social services, or a related field.
12 An equivalent combination of experience and education sufficient to perform
13 the essential job functions and provide the required knowledge and abilities
14 is qualifying.

15 16.2.3 Workforce Development Analyst

16 Duties:

17 16.2.3.1 Coordinate the administrative
18 services functions for the Workforce Development Division
19 of the Community Development Department to ensure that the
20 VTR program fulfills compliance and performance
21 requirements with regard to contracts, computer systems,
22 monitoring, reporting, and expenditure activities.

23 Qualifications:

24 16.2.3.2 Two (2) years of increasingly
25 responsible professional administrative and management
26 analysis experience preferably within a local government
27 environment.

28 16.2.3.3 supplemented by a Bachelor's degree

1 from an accredited college or university with major course
2 work in public administration, business administration, or
3 a related field. ~~to area of assignment An equivalent~~
4 ~~combination of experience and education sufficient to~~
5 ~~perform the essential job functions and provide the~~
6 ~~required knowledge and abilities is qualifying.~~

7 16.2.4 Workforce Development Assistant

8 Duties:

9 16.2.4.1 Design, evaluate, and modify
10 customer satisfaction and program performance evaluation
11 tools.

12 16.2.4.2 Provide technical assistance to
13 Workforce Center staff and management, training vendors,
14 and service providers.

15 16.2.4.3 Evaluate Participant client progress
16 throughout participation.

17 16.2.4.4 Ensure compliance with program
18 policies and labor laws.

19 16.2.4.5 Prepare weekly/monthly statistical
20 program and labor market reports.

21 16.2.4.6 Maintain local eligible training
22 provider list, procure training services and monitor
23 contract compliance.

24 16.2.4.7 Process and monitor customer
25 individual training accounts.

26 16.2.4.8 Perform other job related duties as
27 required.

28 Qualifications:

1 16.2.4.9 Experience in employment and
2 training programs to include interpretation of diagnostic
3 evaluation, job development and case management.

4 16.2.5 One-Stop Case Manager

5 Duties:

6 16.2.5.1 Conducts eligibility interviews; provides
7 information on available services and continuous direct
8 counseling services.

9 16.2.5.2 Provides on-going case management, measures
10 ~~p~~Participant progress and identifies areas of needed
11 improvement by completing regular and periodic
12 Employability Development Plan updates.

13 16.2.5.3 Contacts employment resources (employers)
14 through cold calling by phone, or on site contact, to sell
15 and market the WIA programs and generate job orders.

16 16.2.5.4 Negotiates VTR contracts to meet Participant's
17 ~~clients'~~ needs that coincide with training plans.

18 16.2.5.5 Assists Participants ~~clients~~ in obtaining
19 unsubsidized employment by providing job search, referral
20 assistance and job development services.

21 16.2.5.6 Evaluates ~~p~~Participant progress throughout
22 training and ensures compliance with program policies and
23 labor laws by monitoring worksites on a regular basis.

24 16.2.5.7 Informs worksite agencies regarding workforce
25 incentive act concept, payroll, procedures, program rules
26 and regulations, Civil Rights and program goals by
27 providing ~~p~~Participant and supervision orientation.

28 16.2.5.8 Maintains adequate applicant flow for training

1 programs by performing community outreach and recruitment
2 through presentations at community centers, schools and
3 social service agencies; and by updating waiting lists
4 through telephone calls and correspondence.

5 Qualifications:

6 16.2.5.9 Experience in employment and training programs
7 to include interpretation of diagnostic evaluation, job
8 development and case management.

9 16.2.6 Job Developer

10 Duties:

11 16.2.6.1 Assist program participants in obtaining
12 unsubsidized employment by providing job search, referral
13 assistance, and job development services.

14 16.2.6.2 Contact Employment resources (employers) through
15 cold calling by phone, or on-site contact, to sell and
16 market the program and generate job orders.

17 16.2.6.3 Negotiate VTR contracts to meet Participant's
18 clients' needs that coincide with training plans.

19 16.2.6.4 Evaluate participant progress throughout
20 training and ensure compliance with program policies and
21 labor laws by monitoring worksites on a regular basis.

22 Qualifications:

23 16.2.6.5 Experience in employment and training programs
24 to include interpretation of diagnostic evaluation, job
25 development and case management.

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