

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

CITY OF SANTA ANA

FOR THE PROVISION OF VOCATIONAL TRAINING ACTIVITIES AND WORK EXPERIENCE

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 SANTA ANA, a California municipality Charter city and Municipal Corporation, 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 work experience; 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 ~~Barriers to Employment:~~ Circumstances, such as mental health,
22 substance abuse, housing issues, and learning disability etc., which interfere
23 with Welfare To Work (WTW) participation, employment, or job search.

24 3.2 ~~CalWORKs:~~ The acronym for the California Work Opportunity and
25 Responsibility to Kids Act of 1997 as described in the state of California
26 Welfare and Institutions Code (WIC) Section 11200 et seq.

27 3.3 ~~Multi-Disciplinary Team (MDT):~~ A team of individuals from diverse
28 backgrounds who meets to engage in a strength-based discussion of a client's

1 situation. The MDT reviews case and family elements to optimize the client's
2 WTW activities or develop other appropriate service plans for CalWORKs
3 individuals and families. MDT members may consist of staff from the following
4 areas: Social Services Agency (SSA) CalWORKs; Domestic Abuse Services;
5 Behavior Health Services; Public Health Nurse; One-Stop Centers; SSA Children
6 and Families Services; educational providers; Job Services and Employment
7 Support; Vocational Assessment; WTW activity providers who could benefit from,
8 or contribute to, the discussion; and all other relevant individuals.

9 3.4 One-Stop Centers: Employment based facilities integrating COUNTY
10 and contracted service providers into single workforce centers, which provide
11 comprehensive career services and labor market information to participants
12 seeking jobs under various Federal and State funded programs. The centers are
13 established statewide under S.B. 1417 (Chapter 819, Statutes of 1994), to
14 implement a collaborative system of employment, training and education
15 programs and services, in support of California's economic development. Santa
16 Ana One-Stop Center is also referred to as the WORK Center.

17 3.5 One-Stop Partner: One of the entities responsible for conducting
18 the day to day activities associated with the delivery of workforce
19 development services to employers and job seekers, including daily management,
20 supervision, and coordination of staff physically co-located at the One-Stop
21 Center.

22 3.6 Participant: Recipients of CalWORKs financial assistance benefits
23 who are required to participate, or have voluntarily enrolled, in the WTW
24 program pursuant to State regulations and County policy.

25 3.7 Placement: A WTW participant is hired by an employer in an
26 unsubsidized employment for the minimum required work participation hours and
27 is earning at least minimum wage, as referenced in SSA policy.

28 3.8 Santa Ana Workforce Investment Board (SA WIB): Established under

1 the Federal Workforce Investment Act (WIA) of 1998, SA WIB oversees workforce
2 investment activities that increase the employment, retention, and earnings of
3 participants, and increase attainment of occupational skills by participants.
4 Workforce investment activities authorized by WIA are provided at the local
5 level via the One-Stop Centers to individuals in need of those services,
6 including job seekers, dislocated workers, youth, incumbent workers, new
7 entrants to the workforce, veterans, persons with disabilities and employers.

8 3.9 Santa Ana Workforce Investment Board Case Manager (SA WIB CM): An
9 employee of the Santa Ana WORK Center, a division of the City of Santa Ana,
10 assigned to work with the CalWORKs participant and WTW staff throughout the
11 Vocational Training (VTR) and Work Experience (WEX) activities. The
12 responsibilities of the WIA Case Manager include the following: (1) handle the
13 eligibility determination process for all customers referred to program; (2)
14 review customer prerequisite for training, including career planning and using
15 labor market information; (3) assist with referrals to VTR or WEX; (4) prepare
16 and timely submit required paperwork; (5) screen and coordinate services with
17 other One-Stop Center partners; (6) coordinate training to placement
18 activities; and (7) offer supportive and follow up services.

19 3.10 Supportive Services: Payments made by ADMINISTRATOR provided to
20 or on behalf of WTW participants for child care, transportation, and ancillary
21 expenses.

22 3.11 Vocational Assessment: An evaluation of participant's
23 employability and the need for support services considering work history,
24 employment knowledge, skills, and abilities; education and educational
25 competency level; local labor market conditions; and physical limitations or
26 behavioral conditions. The types of assessments utilized are Employment
27 Readiness Assessment and Learning Disability Evaluation and are provided
28 through a separate contracted service provider.

1 3.12 Welfare To Work (WTW): ~~A mandated program under CalWORKs which~~
2 ~~requires parents or caretakers in families on CalWORKs assistance, unless~~
3 ~~exempted, to meet work requirements by participating in WTW activities with a~~
4 ~~goal of unsubsidized employment leading to self-sufficiency.~~

5 3.13 WTW Staff: ~~An SSA employee or contracted case management staff,~~
6 ~~either an Initial Services Worker (ISW) or WTW Case Manager (WTW CM), who is~~
7 ~~assigned to each WTW participant to monitor the progression of the participant~~
8 ~~through the WTW program and has primary responsibility to resolve the~~
9 ~~participant's supportive services needs and address barriers.~~

10 3.14 Welfare To Work Plan: ~~A plan developed by WTW staff and the~~
11 ~~participant that specifies work related activities in which the participant~~
12 ~~shall engage and the supportive services to be provided to the participant.~~

13 3.15 Work Participation Hours: ~~The number of hours per week a~~
14 ~~participant is required to engage in WTW activities, based on Federal and~~
15 ~~State requirements.~~

16 3.16 Worksite: ~~An employment site for WEX training activities at~~
17 ~~public or private, for-profit or not-for-profit organizations.~~

18 4. STATUS OF CONTRACTOR

19 4.1 CONTRACTOR is and shall at all times be deemed to be an
20 independent contractor and shall be wholly responsible for the manner in which
21 it performs the services required of it by the terms of this Agreement.
22 Nothing herein contained shall be construed as creating the relationship of
23 employer and employee, or principal and agent, between COUNTY and CONTRACTOR
24 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively
25 the responsibility for the acts of its employees or agents as they relate to
26 services to be provided during the course and scope of their employment.

27 4.2 CONTRACTOR, its agents, employees and volunteers shall not be
28 entitled to any rights and/or privileges of COUNTY employees, and shall not be

1 considered in any manner to be COUNTY employees.

2 5. DESCRIPTION OF SERVICES, STAFFING

3 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
4 and supplies as described in the Exhibit "A" to the Agreement between County
5 of Orange and City of Santa Ana for the Provision of Vocational Training
6 Activities and Work Experience, attached hereto and incorporated herein by
7 reference. CONTRACTOR shall operate continuously throughout the term of this
8 Agreement with the number and type of staff described and as required for
9 provision of services hereunder.

10 5.2 Subject to thirty (30) days written notice, ADMINISTRATOR may ~~in~~
11 ~~his or her sole discretion~~ require changes in staffing allocations to reflect
12 current workload demands or service needs as long as COUNTY's maximum
13 obligation as set forth in this Agreement is not exceeded.

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

17 6. LICENSES AND STANDARDS

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

26 6.2 In the performance of this Agreement, CONTRACTOR shall comply,
27 unless waived in whole or in part by ADMINISTRATOR, with all applicable
28 provisions of the California Welfare and Institutions Code (WIC); Title 45 of

1 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
2 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
3 applicable laws and regulations of the United States, State of California,
4 County of Orange Social Services Agency and all administrative regulations,
5 rules and policies adopted thereunder as each and all may now exist or be
6 hereafter amended.

7 6.2.1 For Federally funded agreements in the amount of \$25,000
8 or more, CONTRACTOR certifies that said Agency's officers and/or principals
9 are not debarred or suspended from Federal financial assistance programs
10 and/or activities.

11 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

12 7.1 Delegation and Assignment:

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

22 7.2 Subcontracts:

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

1 require.

2 7.2.1 Subcontracts of \$25,000 or less:

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

11 7.2.2 Subcontracts in excess of \$25,000:

12 CONTRACTOR shall develop and submit for approval to
13 ADMINISTRATOR a system for the procurement of subcontracts with any
14 organization in which the total cumulative cost of services provided by any
15 single organization is anticipated to exceed twenty-five thousand dollars
16 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed
17 procurement system shall take into consideration such factors as: degree of
18 price competition; pricing policies and techniques; experience and quality of
19 service; methods of evaluating subcontractor responsibility; relationship of
20 subcontractor to CONTRACTOR; and planning, award, and post-award management of
21 subcontracts, including internal audit procedures and monitoring of
22 subcontractor's performance until completion of services.

23 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
24 procurement system, CONTRACTOR shall comply with such procurement system in
25 obtaining subcontracts with a total cost in excess of twenty-five thousand
26 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR
27 shall obtain ADMINISTRATOR's written consent prior to entering into a
28 subcontract with any organization when the total cumulative cost of services

1 to be provided by that organization is anticipated to exceed twenty-five
2 thousand dollars (\$25,000) during the term of this Agreement.

3 CONTRACTOR and its subcontractor(s) shall establish and
4 maintain accurate and complete financial records related to services provided
5 under the terms of this Agreement. Such records may be subject to the
6 satisfaction of ADMINISTRATOR, and to the examination and audit by
7 ADMINISTRATOR or designee, for a period of five (5) years, or until any
8 pending audit is completed.

9 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

10 8.1 Form of Business Organization:

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

15 8.1.1 The form of CONTRACTOR's business organization, i.e.,
16 proprietorship, partnership, corporation, etc.

17 8.1.2 A detailed statement indicating the relationship of
18 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
19 individual.

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

24 8.2 Change in Form of Business Organization:

25 If during the term of this Agreement the form of CONTRACTOR's
26 business organization changes, or the ownership of CONTRACTOR changes, or
27 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
28 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in

1 writing, detailing such changes. A change in the form of business
2 organization may, at COUNTY's sole discretion, be treated as an attempted
3 assignment of rights or delegation of duties of this Agreement.

4 8.3 Real Property Disclosure:

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

10 8.3.1 The location by street address and city of any such real
11 property.

12 8.3.2 The fair market value of any such real property as such
13 value is reflected on the most recently issued County Tax Collector's tax
14 bill.

15 8.3.3 A detailed description of all existing and pending
16 agreements, with respect to the use or occupation of any such real property.
17 Such description shall include, but not be limited to:

18 8.3.3.1 The term duration of any rental, lease or
19 license agreement;

20 8.3.3.2 The amount of monetary consideration to be paid
21 to the lessor or licensor over the term of the rental, lease or license
22 agreement;

23 8.3.3.3 The type and dollar value of any other
24 consideration to be paid to the lessor or licensor; and

25 8.3.3.4 The full names and addresses of all parties to
26 any agreement concerning the real property and a listing of liens (if any)
27 thereof, together with a listing by full names and addresses of all officers,
28 directors and stockholders of any private corporation, and a similar listing

1 of all general and limited partners of any partnership which is a party.

2 8.3.4 A listing by full names of all of CONTRACTOR's officers,
3 directors and/or partners, members of its administrative and advisory boards,
4 staff and consultants, who have any family relationship by marriage or blood
5 with a party to any agreement concerning real property referred to in
6 Subparagraph 8.3.3, immediately above, or who have any present or future
7 financial interest in such person's business, whether the entity concerned is
8 a corporation or partnership. Such listing shall also include the full names
9 of all of CONTRACTOR's officers, directors, partners and those holding a
10 financial interest. Included are members of its advisory boards, members of
11 its staff and consultants, who have any family relationship by marriage or
12 blood to an officer, director, or stockholder of the corporation or to any
13 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
14 also indicate the names of the officers, directors, stockholders, or
15 partner(s), as appropriate, and the family relationship which exists between
16 such person(s) and CONTRACTOR's representatives listed.

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

23 9. NON-DISCRIMINATION

24 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
25 shall not engage nor employ any unlawful discriminatory practices in the
26 admission of clients, provision of services or benefits, assignment of
27 accommodations, treatment, evaluation, employment of personnel or in any other
28 respect on the basis of ~~sex, race, color, ethnicity, national origin,~~

1 ~~ancestry, religion, age, marital status, medical condition, sexual~~
2 ~~orientation, sexual preference, physical or mental disability~~ race, religious
3 creed, color, national origin, ancestry, physical disability, mental
4 disability, medical condition, genetic information, marital status, sex,
5 gender, gender identity, gender expression, age, sexual orientation, military
6 and veteran status or any other protected group in accordance with the
7 requirements of all applicable Federal or State laws.

8 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
9 meets the lawful and applicable requirements of the U.S. Department of Health
10 and Human Services.

11 9.3 CONTRACTOR shall furnish any and all information requested by
12 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
13 books, records and accounts in order to ascertain CONTRACTOR's compliance with
14 Paragraph 9 et seq.

15 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
16 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
17 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

18 9.5 Non-Discrimination in Employment:

19 9.5.1 All solicitations or advertisements for employees placed
20 by or on behalf of CONTRACTOR shall state that all qualified applicants will
21 receive consideration for employment without regard to ~~sex, race, color,~~
22 ~~ethnicity, national origin, ancestry, religion, age, marital status, medical~~
23 ~~condition, sexual orientation, sexual preference, physical or mental~~
24 ~~disability~~ race, religious creed, color, national origin, ancestry, physical
25 disability, mental disability, medical condition, genetic information, marital
26 status, sex, gender, gender identity, gender expression, age, sexual
27 orientation, military and veteran status or any other protected group in
28 accordance with the requirements of all applicable Federal or State laws.

1 Notices describing the provisions of the equal opportunity clause shall be
2 posted in a conspicuous place for employees and job applicants.

3 9.5.2 CONTRACTOR shall refer any and all employees desirous of
4 filing a formal discrimination complaint to:

5 California Department of Social Services

6 Public Inquiry and Response Bureau

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

8 Sacramento, CA 94244-2430

9 Telephone: (800) 952-5253

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

11 9.6 Non-Discrimination in Service Delivery:

12 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
13 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
14 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
15 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
16 the Americans with Disabilities Act of 1990; California Civil Code Section 51
17 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
18 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
19 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
20 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
21 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
22 Act of 1996; and other applicable Federal and State laws, as well as their
23 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
24 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
25 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
26 now exist or be hereafter amended. CONTRACTOR shall not implement any
27 administrative methods or procedures which would have a discriminatory effect
28 or which would violate the California Department of Social Services (CDSS)

1 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
2 are any violations of this Paragraph, CDSS shall have the right to invoke
3 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
4 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
5 to the appropriate Federal agency for further compliance action and
6 enforcement of Subparagraph 9.6 et seq.

7 9.6.2 CONTRACTOR shall provide any and all clients desirous of
8 filing a formal complaint any and all information as appropriate:

9 9.6.2.1 Pamphlet: "Your Rights Under California Welfare
10 Programs" (PUB 13)

11 9.6.2.2 Discrimination Complaint Form

12 9.6.2.3 Civil Rights Contacts:

13 County Civil Rights Contact:

14 Orange County Social Services Agency

15 Program Integrity

16 Attn: Civil Rights Coordinator

17 P.O. Box 22001

18 Santa Ana, CA 92702-2001

19 Telephone: (714) 438-8877

20 State Civil Rights Contact:

21 California Department of Social Services

22 Civil Rights Bureau

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

24 Sacramento, CA 94244-2430

25 Federal Civil Rights Contact:

26 U.S. Department of Health and Human Services

27 Office of Civil Rights

28 50 U.N. Plaza, Room 322

San Francisco, CA 94102

10. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
~~888 N. Main Street~~ 500 N. State College Blvd.
~~Santa Ana, CA 92701~~ Orange, CA 92868-1600

CONTRACTOR: ~~City of Santa Ana~~/Santa Ana WORK Center
1000 E. Santa Ana Blvd., Suite 200
Santa Ana, CA 92701

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, and hold U.S. Department of Health and Human Services, the

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

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

21 13. INSURANCE

22 ~~13.1 CONTRACTOR certifies it is self insured against the perils of~~
23 ~~bodily injury/property damage, automobile liability, professional liability,~~
24 ~~workers' compensation, and sexual harassment. Should there be any material~~
25 ~~change in the provisions of the self insurance program, CONTRACTOR shall~~
26 ~~provide thirty (30) days prior written notice to COUNTY.~~

27 ~~13.2 Neither termination of this Agreement nor completion of the acts~~
28 ~~to be performed under this Agreement shall release any party from its~~

1 obligation to indemnify as to claims or cause of action asserted.

2 13.3 Without limiting CONTRACTOR's liability for indemnification,
3 CONTRACTOR attests that it is self insured and shall maintain in force at all
4 times during the term of this Agreement self insurance covering its operations
5 in the amounts acceptable to COUNTY.

6 13.4 If CONTRACTOR fails to maintain proof of insurance acceptable to
7 the COUNTY for the full term of this Agreement. COUNTY may terminate this
8 Agreement.

9 13.5 Letter of self insurance evidencing the required insurance
10 coverage shall be mailed to the County of Orange/SSA Contract Services, Attn:
11 Contract Administrator upon request.

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

1 agreement for inspection by County representative(s) at any reasonable time.

2 13.7 CONTRACTOR shall ensure that all subcontractors performing work on
3 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
4 to the same terms and conditions as set forth herein for CONTRACTOR.

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

12 13.9 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
13 the full term of this Agreement, COUNTY may terminate this Agreement

14 13.10 Qualified Insurer:

15 13.10.1 The policy or policies of insurance required herein must
16 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
17 Rating) and VIII (Financial Size Category as determined by the most current
18 edition of the Best's Key Rating Guide/Property-Casualty/United States or
19 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
20 to do business in the state of California (California Admitted Carrier).

21 13.11 If the insurance carrier does not have an A.M. Best Rating of A-
22 /VIII, the CEO/Office of Risk Management retains the right to approve or
23 reject a carrier after a review of the company's performance and financial
24 rating.

25 13.12 The policy or policies of insurance maintained by CONTRACTOR shall
26 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

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

1 officials, officers, agents and employees when acting within the scope of
2 their appointment or employment.

3 13.16 The Workers' Compensation policy shall contain a waiver of
4 subrogation endorsement waiving all rights of subrogation against the County
5 of Orange, its elected and appointed officials, officers, agents and
6 employees.

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

12 13.18 The Commercial General Liability policy shall contain a
13 severability of interests clause also known as a "separation of insureds"
14 clause (standard in the ISO CG 0001 policy).

15 13.19 Insurance certificates should be mailed to COUNTY at the address
16 indicated in Paragraph 10 of this Agreement.

17 13.20 If CONTRACTOR fails to provide the insurance certificates and
18 endorsements within seven (7) days of notification by CEO/County Procurement
19 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

20 13.21 COUNTY expressly retains the right to require CONTRACTOR to
21 increase or decrease insurance of any of the above insurance types throughout
22 the term of this Agreement. Any increase or decrease in insurance will be as
23 deemed by County of Orange Risk Manager as appropriate to adequately protect
24 COUNTY.

25 13.22 COUNTY shall notify CONTRACTOR in writing of changes in the
26 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
27 certificates of insurance and endorsements with COUNTY incorporating such
28 changes within thirty (30) days of receipt of such notice, this Agreement may

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

3 13.23 The procuring of such required policy or policies of insurance
4 shall not be construed to limit CONTRACTOR's liability hereunder nor to
5 fulfill the indemnification provisions and requirements of this Agreement, nor
6 act in any way to reduce the policy coverage and limits available from the
7 insurer.

8 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

9 CONTRACTOR shall report to COUNTY:

10 14.1 Any accident or incident relating to services performed under this
11 Agreement which involves injury or property damage which may result in the
12 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
13 shall be made in writing within twenty-four (24) hours of occurrence.

14 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
15 from or related to services performed by CONTRACTOR under this Agreement.
16 Such report shall be submitted to COUNTY within twenty-four (24) hours of
17 occurrence.

18 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
19 property. Such report shall be submitted to COUNTY within twenty-four (24)
20 hours of occurrence.

21 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind
22 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
23 under the term of this Agreement. Such report shall be submitted to COUNTY
24 within twenty-four (24) hours of occurrence.

25 15. CONFLICT OF INTEREST

26 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
27 any actions or conditions that could result in a conflict with the best
28 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,

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

3 15.2 CONTRACTOR's efforts shall include, but not be limited to,
4 establishing precautions to prevent its employees or agents from making,
5 receiving, providing, or offering gifts, entertainment, payments, loans, or
6 other considerations which could be deemed to appear to influence individuals
7 to act contrary to the best interests of COUNTY.

8 16. ANTI-PROSELYTISM PROVISION

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

13 17. SUPPLANTING GOVERNMENT FUNDS

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

23 18. EQUIPMENT

24 18.1 All items purchased with funds provided under this Agreement, or
25 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
26 at least five thousand dollars (\$5,000), including sales tax, shall be
27 considered Capital Equipment. Title to all Capital Equipment shall, upon
28 purchase, vest and remain in COUNTY. The use of such items of Capital

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

5 CONTRACTOR further agrees to the following:

6 18.1.1 To maintain all items of Capital Equipment in good working
7 order and condition, normal wear and tear excepted.

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

13 18.1.3 To report in writing to ADMINISTRATOR immediately after
14 discovery, the loss or theft of any items of Capital Equipment. For stolen
15 items, the local law enforcement agency must be contacted and a copy of the
16 police report submitted to ADMINISTRATOR.

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

23 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be
24 requested in writing, shall require the prior written approval of
25 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
26 appropriate and directly related to CONTRACTOR's service or activity under the
27 terms of this Agreement. COUNTY may refuse reimbursement for any costs
28 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,

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

2 18.3 Personal Computer Equipment:

3 No personal computers and/or personal electronic devices, such as
4 tablets and laptop computers, or any component thereof may be purchased with
5 funds provided under this Agreement.

6 19. BREACH SANCTIONS

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

12 19.1 Afford CONTRACTOR a time period within which to cure the breach,
13 which period shall be established by ~~at the sole discretion~~ of ADMINISTRATOR;
14 and/or

15 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
16 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
17 later recovery; and/or

18 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
19 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

23 20. PAYMENTS

24 20.1 Maximum Contractual Obligation:

25 The total maximum obligation of COUNTY under this Agreement shall
26 not exceed the amount of \$1,600,000; the amount of \$800,000 for July 1, 2013
27 2015 through June 30, 2014 2016 and the amount of \$800,000 for July 1, 2014
28 2016 through June 30, 2015 2017, or actual allowable costs, whichever is less.

1 20.2 Allowable Costs:

2 During the term of this Agreement, COUNTY shall pay CONTRACTOR
3 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
4 pursuant to this Agreement, as defined in OMB Circular A-87 or as approved by
5 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
6 for anticipated allowable costs that will be incurred by CONTRACTOR for June
7 2014 2016 and June 2015 2017, during the month of such anticipated
8 expenditure.

9 20.3 Claims:

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

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

27 20.3.3 Payments should be released by COUNTY within a reasonable
28 time period of approximately thirty (30) days after receipt of a correctly

1 completed claim form and required supporting documentation.

2 20.4 Year End and Final Claims:

3 20.4.1 Final claims for the term of July 1, ~~2013~~ 2015 through
4 June 30, 2016 ~~2014~~, must be received no later than August 30, ~~2014~~ 2016 at
5 5:00 p.m.

6 20.4.2 Final claims for the term of July 1, ~~2014~~ 2016 through
7 June 30, ~~2015~~ 2017, must be received no later than August 30, ~~2015~~ 2017 at
8 5:00 p.m.

9 20.4.3 Claims received after the dates specified in Subparagraphs
10 20.4.1 to 20.4.2 may, at ADMINISTRATOR's sole discretion, not be reimbursed.
11 ADMINISTRATOR may modify the date upon which the final claim per term must be
12 received, upon written notice to CONTRACTOR.

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

22 20.5 Seventy-Five Percent Expenditure Notification:

23 20.5.1 CONTRACTOR shall maintain a system of record keeping that
24 will allow CONTRACTOR to determine when it has incurred seventy-five percent
25 (75%) of the total contract authorizations under this Agreement. Upon
26 occurrence of this event, CONTRACTOR shall send written notification to
27 ADMINISTRATOR.

1 21. OVERPAYMENTS

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

15 22. OUTSTANDING DEBT

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

19 23. REVENUE

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

27 24. PROGRAM INCOME

28 It is mutually understood that the State or Federal agency responsible

1 for providing the funding for this Agreement may designate certain revenue of
2 CONTRACTOR as Program Income. To be designated as Program Income and,
3 therefore, as other than a cost off-set, CONTRACTOR shall do all of the
4 following:

5 24.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed
6 Program Income;

7 24.2 Set up and maintain a separate bank account for any proposed
8 Program Income and account for any and all such income received; and

9 24.3 Report to ADMINISTRATOR any and all Program Income received no
10 later than thirty (30) days from the date of receipt, record the amount
11 received on internal financial records, and indicate the amount received on
12 the monthly claim submitted to ADMINISTRATOR.

13 24.4 ADMINISTRATOR will then forward the plan for the requested use of
14 the proposed Program Income to the appropriate State and/or Federal agencies
15 for approval.

16 24.5 CONTRACTOR shall not spend any of the proposed Program Income
17 unless or until such time as ADMINISTRATOR obtains authorization for the use
18 of the Program Income from the responsible State and/or Federal agency and
19 provides CONTRACTOR with prior written approval for the use of the funds.

20 24.6 ADMINISTRATOR may ~~, in its sole discretion,~~ issue future policy
21 statements and/or instructions with respect to Program Income. CONTRACTOR
22 shall immediately comply with such policy statements and/or instructions.

23 25. FINAL REPORT

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

1 26. INDEPENDENT AUDIT

2 26.1 CONTRACTOR shall file with ADMINISTRATOR a copy of CONTRACTOR's
3 certified annual organization-wide audit during the term of this Agreement in
4 compliance with the OMB Circular A-133, Audits of States, Local Governments
5 and Non-Profit Organizations. The audit must be performed in accordance with
6 generally accepted government auditing standards and OMB Circular A-87.

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

17 27. RECORDS, INSPECTIONS AND AUDITS18 27.1 Financial Records:

19 27.1.1 CONTRACTOR shall prepare and maintain accurate and
20 complete financial records. Financial records shall be retained, by
21 CONTRACTOR, for a minimum of five (5) years from the date of final payment
22 under this Agreement or until all pending COUNTY, State and Federal audits are
23 completed, whichever is later.

24 27.1.2 CONTRACTOR shall establish and maintain reasonable
25 accounting, internal control and financial reporting standards in conformity
26 with generally accepted accounting principles established by the American
27 Institute of Certified Public Accountants and to the satisfaction of
28 ADMINISTRATOR.

1 27.2 Client Participant Records:

2 27.2.1 CONTRACTOR shall prepare and maintain accurate and
3 complete records of clients ~~participants~~ served and dates and type of services
4 provided under the terms of this Agreement in a form acceptable to
5 ADMINISTRATOR.

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

13 27.2.3 COUNTY may refuse payment for a claim if client records
14 are determined by COUNTY to be incomplete or inaccurate. In the event client
15 records are determined to be incomplete or inaccurate after payment has been
16 made, COUNTY may treat such payment as an overpayment within the provisions of
17 this Agreement.

18 27.3 Public Records:

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

24 27.4 Inspections and Audits:

25 27.4.1 The U.S. Department of Health and Human Services,
26 Comptroller General of the United States, Director of CDSS, State Auditor-
27 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
28 Department, or any of their authorized representatives, shall have access to

1 any books, documents, papers and records, including medical records, of
2 CONTRACTOR which any of them may determine to be pertinent to this Agreement
3 for the purpose of financial monitoring. Further, all the above mentioned
4 persons have the right at all reasonable times to inspect or otherwise
5 evaluate the work performed or being performed under this Agreement and the
6 premises in which it is being performed.

7 27.4.2 CONTRACTOR shall make ~~available~~ its books and financial
8 records available within the borders of Orange County within ten (10) days
9 after receipt of written demand by ADMINISTRATOR.

10 27.4.3 In the event CONTRACTOR does not make available its books
11 and financial records within the borders of Orange County, CONTRACTOR agrees
12 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
13 designee, necessary to obtain CONTRACTOR's books and financial records.

14 27.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
15 liability to the State or Federal government or any agency thereof resulting
16 from any disallowances or other audit exceptions to the extent that such
17 liability is attributable to CONTRACTOR's failure to perform under this
18 Agreement.

19 27.5 Evaluation Studies:

20 27.5.1 CONTRACTOR shall participate as requested by COUNTY in
21 research and/or evaluative studies designed to show the effectiveness and/or
22 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
23 project.

24 28. PERSONNEL DISCLOSURE

25 28.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
26 all personnel providing services hereunder, including resumes and job
27 applications. Changes to the list will be immediately provided to
28 ADMINISTRATOR in writing, along with a copy of a resume and/or job

1 application. The list shall include:

2 28.1.1 Names of all full or part-time personnel by title,
3 including volunteer personnel, whose direct services are required to provide
4 the programs described herein;

5 28.1.2 A brief description of the functions of each position and
6 the hours each person works each week; or for part-time personnel, each day or
7 month, as appropriate;

8 28.1.3 The professional degree, if applicable, and experience
9 required for each position; and

10 28.1.4 The language skill, if applicable, for all personnel.

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

17 28.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
18 COUNTY, criminal record background checks on all employees and/or volunteers
19 who will provide services under this Agreement. Candidates will satisfy
20 background checks consistent with and comparable to those required for COUNTY
21 employees.

22 28.4 CONTRACTOR warrants that all persons employed or otherwise
23 assigned by CONTRACTOR to provide services under this Agreement have
24 satisfactory past work records and/or reference checks indicating their
25 ability to perform the required duties and accept the kind of responsibility
26 anticipated under this Agreement. CONTRACTOR shall maintain records of
27 background investigations and reference checks undertaken and coordinated by
28 CONTRACTOR for each employee and/or volunteer assigned to provide services

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

4 28.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
5 arrest and/or subsequent conviction, for offenses other than minor traffic
6 offenses, of any paid employee and/or volunteer staff performing services
7 under this Agreement, when such information becomes known to CONTRACTOR.
8 ADMINISTRATOR may determine whether such employee and/or volunteer may
9 continue to provide services under this Agreement and shall provide notice of
10 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
11 with ADMINISTRATOR's decision shall be deemed a material breach of this
12 Agreement, pursuant to Paragraph 19 above.

13 28.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
14 staff performing work hereunder and any proposed changes in CONTRACTOR's
15 staff.

16 28.7 COUNTY shall have the right to require CONTRACTOR to remove any
17 employee from the performance of services under this Agreement. At the
18 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

19 28.8 CONTRACTOR shall notify COUNTY immediately when staff is
20 terminated for cause from working on this Agreement.

21 28.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
22 Paragraph 28, shall not relieve CONTRACTOR of its obligation to complete all
23 work in accordance with the terms and conditions of this Agreement.

24 29. EMPLOYMENT ELIGIBILITY VERIFICATION

25 ~~As applicable, CONTRACTOR warrants that it fully complies with all~~
26 ~~Federal and State statutes and regulations regarding the employment of~~
27 ~~aliens and others and that all its employees performing work under this~~
28 ~~Agreement meet the citizenship or alien status requirement set forth in~~

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

15 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

28 CONTRACTOR shall notify and provide to its employees, a fact sheet

1 regarding the Safely Surrendered Baby Law, its implementation in Orange
2 County, and where and how to safely surrender a baby. The fact sheet is
3 available on the Internet at www.babysafe.ca.gov for printing purposes. The
4 information shall be posted in all reception areas where clients are served.

5 32. CONFIDENTIALITY

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

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

27 32.3 CONTRACTOR shall inform all of its employees, agents,
28 subcontractors, volunteers and partners of this provision and that any person

1 ~~knowingly and intentionally~~ violating the provisions of said State law may be
2 guilty of a crime.

3 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall
4 be subject to the confidentiality requirements of this Agreement.

5 33. COPYRIGHT ACCESS

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

10 34. WAIVER

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

19 35. PETTY CASH

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

22 36. PUBLICITY

23 36.1 Information and solicitations, prepared and released by
24 CONTRACTOR, concerning the services provided under this Agreement shall state
25 that the program, wholly or in part, is funded through COUNTY, State and
26 Federal government funds.

27 36.2 CONTRACTOR shall not disclose any details in connection with this
28 Agreement to any person or entity except as may be otherwise provided

1 hereunder or required by law. However, in recognizing CONTRACTOR's need to
2 identify its services and related clients to sustain itself, COUNTY shall not
3 inhibit CONTRACTOR from publishing its role under this Agreement within the
4 following conditions:

5 36.2.1 CONTRACTOR shall develop all publicity material in a
6 professional manner; and

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

12 37. COUNTY RESPONSIBILITIES

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

15 38. REFERRALS

16 38.1 CONTRACTOR shall provide services to individuals referred by
17 ADMINISTRATOR.

18 39. REPORTS

19 39.1 CONTRACTOR shall provide information deemed necessary by
20 ADMINISTRATOR to complete any State-required reports related to the services
21 provided under this Agreement.

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

27 40. ENERGY EFFICIENCY STANDARDS

28 As applicable, CONTRACTOR shall comply with the mandatory standards and

1 policies relating to energy efficiency in the State Energy Conservation Plan
2 (Title 24, CCR).

3 41. ENVIRONMENTAL PROTECTION STANDARDS

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

10 41.1 No facility to be utilized in the performance of the proposed
11 grant has been listed on the EPA List of Violating Facilities;

12 41.2 It will notify COUNTY prior to award of the receipt of any
13 communication from the Director, Office of Federal Activities, U.S. EPA,
14 indicating that a facility to be utilized for the grant is under consideration
15 to be listed on the EPA List of Violating Facilities; and

16 41.3 It will notify COUNTY and the EPA about any known violation of the
17 above laws and regulations.

18 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
19 CERTAIN FEDERAL TRANSACTIONS

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

28 A. The definitions and prohibitions contained in the clause at

1 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
2 Certain Federal Transactions, included in this solicitation, are hereby
3 incorporated by reference in Paragraph (B) of this certification.

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

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

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

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

26 C. Submission of this certification and disclosure is a
27 prerequisite for making or entering into this Agreement imposed by Section
28 1352, Title 31, USC. Any person who makes an expenditure prohibited under

1 this provision or who fails to file or amend the disclosure form to be filed
2 or amended by this provision, shall be subject to a civil penalty of not less
3 than \$10,000, and not more than \$100,000, for each such failure.

4 43. POLITICAL ACTIVITY

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

8 44. TERMINATION PROVISIONS

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

16 44.2 Upon termination, or notice thereof, CONTRACTOR agrees to
17 cooperate with ADMINISTRATOR in the orderly transfer of service
18 responsibilities, active case records, and pertinent documents.

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

1 ADMINISTRATOR's decision.

2 44.4 If any provision of this Agreement or the application thereof is
3 held invalid, the remainder of this Agreement shall not be affected thereby.

4 45. GOVERNING LAW AND VENUE

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

14 46. SIGNATURE IN COUNTERPARTS

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

18 ///

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

By: _____
KEVIN O'ROURKE DAVID CAVAZOS
INTERIM CITY MANAGER
OF SANTA ANA

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

Dated: _____

Dated: _____

Attest:

APPROVED AS TO FORM;

By: _____
MARIA D. HUIZAR
CLERK OF THE COUNCIL

By: _____
LISA STORCK
ASSISTANT CITY ATTORNEY

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: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CITY OF SANTA ANA

FOR THE PROVISION OF VOCATIONAL TRAINING ACTIVITIES AND WORK EXPERIENCE

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) and Work Experience (WEX) 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 shall be enrolled in VTR activities.

1.2.2 WEX Enrollments: A minimum of eighty percent (80%) of all participants referred per Subparagraph 2 of this Exhibit A to this Agreement shall be enrolled in WEX activities

1.2.3 VTR Completion Rate: A minimum of seventy percent (70%) of Participants enrolled in VTR activities will complete the activities per the

1 WTW Staff referral.

2 1.2.4 WEX Completion Rate: A minimum of seventy percent (70%)
3 of Participants placed at a WEX worksite will complete the program per the
4 WTW Staff referral.

5 1.2.5 VTR Employment Rate: A minimum of sixty percent (60%) of
6 Participants who attend VTR activities will obtain unsubsidized employment
7 within forty-five (45) calendar days of completing VTR activities. Employment
8 will be verified on a format approved by ADMINISTRATOR.

9 1.2.6 WEX Employment Rate: A minimum of sixty percent (60%) of
10 CalWORKs-WTW Participants who attend WEX activities will obtain unsubsidized
11 employment within thirty (30) calendar days of completing WEX activities.
12 Employment will be verified on a format approved by ADMINISTRATOR

13 2. POPULATION TO BE SERVED

14 2.1 Participants who meet all of the following criteria may be
15 referred for VTR and or WEX activities, per SSA policy:

16 2.1.1 ~~Meet all eligibility requirements of the VTR and or WEX~~
17 ~~activity~~ Are required to participate, or have voluntarily enrolled, in the
18 CalWORKs/WTW program pursuant to State regulations;

19 2.1.2 ~~Are deemed suitable for the activity by WTW Staff; and~~

20 2.1.3 Have not obtained unsubsidized employment sufficient to
21 meet minimum required hours of WTW participation; and

22 2.1.4 ~~Have significant barriers to secure employment~~ Are deemed
23 suitable for the activity by WTW Staff;

24 2.1.5 ~~Have completed a Vocational Assessment; and~~

25 2.1.6 Continue to meet CalWORKs financial eligibility criteria;
26 and

27 2.1.7 Reside in Orange County.

28 2.2 CONTRACTOR agrees to provide services to Participants referred to

1 CONTRACTOR by ADMINISTRATOR under this Agreement. All participants referred to
2 VTR activities must meet all eligibility requirements of the VTR activity.

3 2.3 CONTRACTOR shall not refuse pParticipants without discussion and
4 concurrence by WTW sStaff prior to any action to minimize issues that impede
5 pParticipants' ability to complete VTR or WEX activities.

6 3. DEFINITIONS

7 3.1 One-Stop Centers America's Job Centers of California: Employment-
8 based facilities integrating COUNTY and contracted service providers community
9 based service providers into single workforce centers, in which COUNTY
10 participates, which that provide comprehensive career services and labor
11 market information to pParticipants seeking jobs under various Federal and
12 State funded programs. The centers are established statewide under S.B. 1417
13 (Chapter 819, Statutes of 1994), to implement a collaborative system of
14 employment, training and education programs and services, in support of
15 California's economic development. Santa Ana One-Stop Center America's Job
16 Center of California is also referred to as the WORK Center.

17 3.2 One-Stop Partner: ~~One of the entities responsible for conducting~~
18 ~~the day to day activities associated with the delivery of workforce~~
19 ~~development services to employers and job seekers, including daily management,~~
20 ~~supervision, and coordination of staff physically co-located at the One-Stop~~
21 ~~Center.~~

22 3.3 Barriers to Employment: ~~Circumstances, such as mental health,~~
23 ~~substance abuse, housing issues, and learning disabilities etc., which that~~
24 interfere with WTW participation, employment, or job search.

25 3.4 CalWORKs: ~~The acronym for the California Work Opportunity and~~
26 ~~Responsibility to Kids Act of 1997, as described in the state of California~~
27 ~~Welfare and Institutions Code (WIC) Section 11200 et seq.~~

28 3.5 Multi-Disciplinary Team (MDT): ~~team of individuals from diverse~~

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

10 3.6 Orange County CalWORKs Plan: A list of major program goals and
11 objectives; and a description of major program elements which contribute to
12 those goals and objectives.

13 3.7 Participant: ~~Recipients of CalWORKs financial assistance benefits~~
14 ~~who are required to participate, or have voluntarily enrolled, in the WTW~~
15 ~~program pursuant to State regulations and County policy. An individual who is~~
16 ~~required to participate, or has voluntarily enrolled, in the CalWORKs/WTW~~
17 ~~program pursuant to State regulations.~~

18 3.8 Placement: Employment of a WTW participant who is meeting
19 required WTW participation hours through unsubsidized employment hired by an
20 employer in an unsubsidized employment for the minimum required work
21 participation hours and is earning at least the prevailing California minimum
22 wage., as referenced in County Policy

23 3.9 Santa Ana Workforce Investment Board (SA WIB): Established under
24 the Federal Workforce Investment Act (WIA) of 1998, which was reauthorized by
25 the enactment of the Federal Workforce Innovation and Opportunity Act on July
26 22, 2014. SA WIB oversees workforce investment activities that increase the
27 employment, retention, and earnings of participants, and increase attainment
28 of occupational skills by participants. Workforce investment activities

1 authorized by WIA are provided at the local level via the ~~One-Stop Centers~~
 2 ~~America's Job Centers of California~~, as defined in Subparagraph 3.1 above, to
 3 individuals in need of those services, including job seekers, dislocated
 4 workers, youth, incumbent workers, new entrants to the workforce, veterans,
 5 persons with disabilities and employers.

6 3.10 Santa Ana Workforce Investment Board Case Manager (SA WIB CM): An
 7 employee of the Santa Ana WORK Center, a division of the City of Santa Ana,
 8 assigned to work with the ~~CalWORKs p~~Participant and WTW Staff throughout the
 9 Vocational Training (VTR) and Work Experience (WEX) activities. ~~The~~
 10 ~~responsibilities of the WIA Case Manager include the following: (1) handle the~~
 11 ~~eligibility determination process for all customers referred to program; (2)~~
 12 ~~review customer prerequisite for training, including career planning and using~~
 13 ~~labor market information; (3) assist with referrals to VTR or WEX; (4) prepare~~
 14 ~~and timely submit required paperwork; (5) screen and coordinate services with~~
 15 ~~other One-Stop Center partners; (6) coordinate training to placement~~
 16 ~~activities; and (7) offer supportive and follow-up services~~

17 3.11 Supportive Services: Payments ~~made by ADMINISTRATOR~~ provided to or
 18 on behalf of ~~WTW p~~Participants for child care, transportation, and/or
 19 ancillary expenses.

20 3.12 Unsubsidized Employment: Employment without government subsidy.

21 3.13 Vocational Assessment: An evaluation of ~~participant's~~
 22 employability and the need for employment support services considering work
 23 history, employment ~~knowledge~~, skills, ~~knowledge~~ and abilities, ~~education~~,
 24 ~~and educational competency level~~, local labor market conditions, ~~and~~,
 25 physical limitations, or ~~behavioral~~ ~~mental~~ conditions. ~~The types of~~
 26 ~~assessments utilized are Employment Readiness Assessment and Learning~~
 27 ~~Disability Evaluation, and are provided through a separate contracted service~~
 28 ~~provider.~~ Vocational Assessments are conducted through another COUNTY

1 contracted service provider.

2 3.14 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act
 3 which requires non-exempt parents or caretakers in families ~~on~~ receiving
 4 CalWORKs assistance, unless exempted, to meet work requirements by
 5 participating in WTW activities, with a goal of unsubsidized employment
 6 leading to self-sufficiency.

7 3.15 WTW Activities: Allowable activities to which the Participant may
 8 be assigned as specified in the WIC and the Orange County CalWORKs Plan.

9 3.16 WTW Staff: ~~An SSA employee or contracted case management staff,~~
 10 ~~either an Initial Services Worker (ISW) or WTW Case Manager (WTW CM), who is~~
 11 ~~assigned to each WTW participant to monitor the progression of the participant~~
 12 ~~through the WTW program and has primary responsibility to resolve the~~
 13 ~~participant's supportive services needs and address barriers~~ ADMINISTRATOR's
 14 ~~staff and other contracted staff with the authority to refer Participants for~~
 15 ~~services.~~

16 3.17 Welfare To-Work Plan: ~~An plan developed by WTW staff and the~~
 17 ~~participant work related activities in which the participant shall engage and~~
 18 ~~the Supportive Services to be provided to the participant~~

19 3.18 Work Participation Hours: ~~The number of hours per week a~~
 20 ~~participant is required to engage in WTW activities, based on Federal and~~
 21 ~~State requirements.~~

22 4. SERVICES

23 4.1 CONTRACTOR shall engage pParticipants for the number of hours as
 24 referred by WTW sStaff.

25 4.2 ~~Individual CalWORKs WTW participation requirements are as follows~~
 26 ~~and are subject to change according to State and Federal mandates~~

27 4.2.1 ~~One (1) Parent Assistance Unit:~~

28 ~~— A. Twenty (20) hours per week for single parents with a~~

1 ~~child under six (6) years of age.~~

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

4 4.2.2 ~~Two (2) Parent Assistance Unit:~~

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

10 4.3 VTR is a temporary, transitional, and short-term educational
 11 activity, not to exceed twelve (12) months, to prepare pParticipants for
 12 employment in a specific trade, occupation, or vocation. ~~Due to the WTW~~
 13 ~~twenty four (24) Month Time Clock, the VTR twelve (12) month lifetime limit~~
 14 ~~has been extended an additional twenty four (24) months, not to exceed a total~~
 15 ~~of thirty six (36) months, with prior approval from the SSA Program~~
 16 ~~Manager.~~ VTR activities must be provided by vocational-technical schools,
 17 postsecondary institutions, or proprietary schools. VTR activities shall be
 18 made available to pParticipants in areas identified as growth oriented,
 19 current or emerging occupations, meeting an unmet community need, and in high
 20 demand for new employees. VTR activities shall include, but not be limited
 21 to, the following:

22 4.3.1 Certified Nurse's Assistant;

23 4.3.2 Office Technology;

24 4.3.3 Child Care Provider;

25 4.3.4 Medical Liens Collections;

26 4.3.5 Health Care careers;

27 4.3.6 Hospitality;

28 4.3.7 Protective Services; and

1 4.3.8 Transportation.

2 4.4 WEX is a planned, structured learning experience that occurs in
3 the workplace for a limited period not to exceed twelve (12) weeks ~~four (4)~~
4 ~~months~~ in length, unless approved in advance by ADMINISTRATOR for a different
5 period. The WEX work site may include public or private, for-profit or
6 nonprofit organizations. WEX is a post-assessment activity designed to
7 provide the participant exposure to work environments. Under close
8 supervision, WEX activities provide basic job skills and enhance existing job
9 skills and work experience while meeting an identified community need.

10 4.5 CONTRACTOR shall be reimbursed by COUNTY for one hundred percent
11 (100%) of the salary and benefits paid to each WEX participant. CONTRACTOR
12 shall pay WEX participants at a rate not to exceed ~~eight~~ nine dollars (~~\$8.00~~
13 ~~\$9.00~~) per hour, or prevailing California Minimum Wage, for each hour worked,
14 not to exceed the total number of hours referred by WTW staff. Overtime pay
15 will not be permitted without prior approval from ADMINISTRATOR. Participants
16 may be paid for COUNTY holidays as identified in Subparagraph 14.1.2 of this
17 Exhibit A to this Agreement, with prior approval from ADMINISTRATOR. At the
18 end of the training period it is generally expected that the employer will
19 hire the participant as a regular employee.

20 4.6 CONTRACTOR shall obtain prior approval from ADMINISTRATOR for all
21 VTR and WEX activities provided under this Agreement

22 5. CONTRACTOR RESPONSIBILITIES

23 CONTRACTOR shall:

24 5.1 Assign a SA WIB CM who will work closely with each participant
25 and develop a relationship to understand the participant's needs, assess
26 career goals and arrange an appropriate VTR activity.

27 5.2 Discuss and obtain concurrence with WTW staff prior to returning
28 participant for identified barriers/noncooperation to minimize issues that

1 impede pParticipants' ability to complete the VTR or WEX activity.

2 5.3 Provide an orientation to VTR and or WEX activities to all
3 pParticipants.

4 5.4 Provide workshops that will enhance pParticipants' success on the
5 job, empower pParticipants to manage conflict and change at the workplace, and
6 assist pParticipants in discovering opportunities for growth and development
7 at any job.

8 5.5 Provide training, case management, and coaching to the
9 pParticipant in order to address barriers, ensure completion of VTR/WEX
10 activity program and assist in obtaining employment.

11 5.6 Work with and motivate difficult to place pParticipants who have
12 multiple barriers, which may include a resistance to program participation.

13 5.7 Provide services to meet ethnic diversity in a manner sensitive
14 responsive to individuals with literacy, language and sociocultural issues
15 that demonstrate language or cultural barriers to employment, including
16 resistance to pursuing employment in occupations that may be perceived as
17 nontraditional.

18 5.8 Resolve attitudinal barriers toward obtaining and retaining
19 employment, such as fear of going to work, anger and resentment from being
20 required to participate, low self-esteem/motivation, problems with accessing
21 and navigating public transportation, and child care concerns.

22 5.9 Assign the pParticipant to an appropriate VTR or WEX activity
23 based on the pParticipant's vocational assessment, experience and interest
24 within seven (7) business days from the date of the referral, unless otherwise
25 directed by ADMINISTRATOR.

26 5.10 Monitor the progress of all pParticipants by meeting every two (2)
27 weeks, or more often if needed, with the pParticipant and the training
28 facility or work site to discuss action steps needed to successfully complete

1 the program.

2 5.11 Use positive reinforcement techniques and ensure pParticipants are
3 aware that their assignment is being closely monitored.

4 5.12 Refer pParticipants- to WTW Staff for assistance with employment
5 supportive services needs, such as food, transportation, housing, mental
6 health and substance abuse issues, legal assistance, and clothing, as
7 appropriate. to WTW staff for assistance

8 5.13 Continue to engage the Participant in job search activities for
9 forty-five (45) days after completion of the VTR activity.

10 5.14 Maintain a case file for each pParticipant served under this
11 Agreement in each VTR and WEX activity in a format approved by ADMINISTRATOR.
12 The case file will include, but not be limited to, the following:

13 5.14.1 Initial referral form- ;

14 5.14.2 Documentation of all correspondence in regards to the
15 pParticipant's participation in the VTR or WEX activities, including any
16 correspondence involving any subcontractors- ;

17 5.14.3 Participant attendance records- ;

18 5.14.4 Documentation, including dates, of any problem occurrences
19 reported at the VTR training site or WEX work site- ; and

20 5.14.5 All correspondence related to any Participant's Workers'
21 Compensation injury.

22 5.15 Develop relationships with local businesses by networking and
23 developing work sites for WEX participants.

24 5.16 Develop appropriate VTR training sites and WEX sites in the
25 community, monitor pParticipant's attendance, and communicate pParticipant and
26 attendance issues with WTW sStaff, as determined by ADMINISTRATOR.

27 5.17 Attend meetings as requested by ADMINISTRATOR.

28 5.18 Cooperate with ADMINISTRATOR with respect to sanctions applied by

1 ADMINISTRATOR to Participants in the event of Participant non-cooperation.
2 This may include testifying at Participant non-compliance hearings.

3 5.19 Provide internal forms that are not mandated by ADMINISTRATOR or
4 by program requirements for review and approval by ADMINISTRATOR prior to
5 implementation.

6 5.20 Ensure that all services provided to Participants under this
7 Agreement are conducted in a manner sensitive responsive to literacy,
8 language, and socio-cultural issues that may impact Participants.
9 CONTRACTOR's staff shall be trained in cultural differences to ensure their
10 ability to recognize and assist Participants who demonstrate language or
11 cultural barriers to employment, including resistance to participation in
12 ~~Vocational Training activities (VTR)~~ and ~~Work Experience (WEX)~~ activities.
13 CONTRACTOR shall employ staff who will provide services in the Participant's
14 language or obtain interpreters when necessary.

15 6. PRINCIPLES

16 CONTRACTOR shall ensure that the delivery of services is based on the
17 following principles:

18 6.1 Opportunities shall be maximized to provide integrated,
19 coordinated and easily accessible resources for Participants;

20 6.2 Services shall be family-friendly and family-centered;

21 6.3 Services shall be community-based and provide integrated services
22 that coordinate Federal, State and community funding opportunities;

23 6.4 Participants' strengths shall be identified, utilizing
24 motivational and strength-based techniques; and

25 6.5 Services shall be outcome-driven and identify indicators that
26 accurately reflect progress towards stated goals.

27 7. OUTSIDE CONTACTS:

28 CONTRACTOR shall:

1 7.1 Immediately inform ADMINISTRATOR of any inquiry from an elected
2 official or their representative not already associated with CONTRACTOR,
3 participant advocate, or the press, and immediately provide information in
4 order for ADMINISTRATOR to respond.

5 7.2 Consult with ADMINISTRATOR prior to initiating contact with a
6 participant advocate or the press.

7 7.3 Inform ADMINISTRATOR prior to initiating contact with an elected
8 official or their representative.

9 ~~7.4 CONTRACTOR shall immediately inform ADMINISTRATOR of any inquiry~~
10 ~~from an elected official, their representative, participant advocate, or the~~
11 ~~press, and immediately provide information to ADMINISTRATOR for assistance in~~
12 ~~coordinating a response.~~

13 ~~7.5 CONTRACTOR shall consult with ADMINISTRATOR prior to initiating~~
14 ~~contact with an elected official, their representative, participant advocate,~~
15 ~~or the press regarding programs provided under this contract.~~

16 8. FACILITIES

17 8.1 It is mutually understood that VTR and/or WEX activities shall be
18 provided at a variety of facilities/work sites throughout Orange County, as
19 defined by CONTRACTOR. It is mutually understood that participants will be
20 referred to CONTRACTOR at the following facility:

21 Santa Ana WORK Center
22 1000 E. Santa Ana Blvd., Suite 200
23 Santa Ana, CA 92701

24 8.2 Participants will have access to the Santa Ana WORK Center where
25 they can access a wide variety of resources including labor market information
26 and job vacancy listings. They will also have full access to computers with
Internet connectivity, telephones, faxes, and copy machines.

27 8.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add,
28 change, modify, or delete facility locations as necessary to best serve the

1 needs of pParticipants and ADMINISTRATOR.

2 9. REPORTING REQUIREMENTS

3 9.1 CONTRACTOR shall maintain records, collect data, and provide
4 reports mandated by Federal and State governments and as may be required by
5 ADMINISTRATOR. Reporting requirements shall include all reports and data
6 collection that is required to track goals and report progress as noted in
7 Paragraph 1 of this Exhibit A to this Agreement

8 9.2 Reports of problems, including attendance issues, achievements, or
9 other inquiries about VTR/WEX activities shall be addressed immediately with
10 the affected pParticipant and employer/instructor; CONTRACTOR shall inform WTW
11 sStaff within twenty-four (24) hours, through verbal or electronic
12 communication, which will allow for quick intervention and results oriented
13 action to address the issue with the pParticipant.

14 9.3 CONTRACTOR shall report each pParticipant's monthly attendance and
15 progress, including achievements, by the tenth (10th) calendar day of the
16 following month in a format approved by ADMINISTRATOR.

17 9.4 CONTRACTOR shall provide, by the tenth (10th) calendar day of each
18 month, a status report for the preceding month, in a format approved by
19 ADMINISTRATOR. The monthly status report shall identify, but not be limited
20 to, the following data elements:

21 9.4.1 Referrals received;

22 9.4.2 Participants enrolled;

23 9.4.3 Participants referred back to ADMINISTRATOR for non-
24 attendance;

25 9.4.4 Participants disenrolled by WTW sStaff;

26 9.4.5 Participants carried forward from previous month;

27 9.4.6 Completions of VTR/WEX activity;

28 9.4.7 Placements in unsubsidized employment;

1 9.4.8 Average wage; and

2 9.4.9 Complaints received.

3 10. PERFORMANCE MONITORING AND REVIEW

4 10.1 CONTRACTOR's performance will be monitored and reviewed by
5 ADMINISTRATOR. CONTRACTOR shall cooperate and assist ADMINISTRATOR in
6 monitoring performance. ADMINISTRATOR will conduct case reviews as part of an
7 on-going evaluation of CONTRACTOR's performance.

8 10.2 ADMINISTRATOR may use a variety of inspection methods to evaluate
9 CONTRACTOR's performance, including but not limited to:

10 10.2.1 Random sampling of program activities including a review
11 of case files each month;

12 10.2.2 Activity checklists and random observations;

13 10.2.3 Inspect output items on a periodic basis as deemed
14 necessary;

15 10.2.4 Computer Information System reported results;

16 10.2.5 Participants' complaints and/or participants'
17 questionnaires; and

18 10.2.6 Service provider complaints or reports.

19 10.3 ~~CONTRACTOR~~ ADMINISTRATOR may require corrective action plans when
20 it is determined that services are performed unsatisfactorily during the
21 review period. CONTRACTOR shall remedy the performance defects within the
22 time period specified in the corrective action plan.

23 10.4 Performance evaluation meetings will be conducted by ADMINISTRATOR
24 as necessary.

25 10.5 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
26 information necessary for monitoring this Agreement, and with authorized State
27 or Federal representatives who may audit WTW Program services.
28

1 11. QUALITY CONTROL

2 11.1 CONTRACTOR shall maintain a complete internal Quality Control Plan
3 to ensure that the requirements of this Agreement are met. The Quality
4 Control Plan shall include, but not be limited to:

5 11.1.1 Activities to be inspected on either a scheduled or
6 unscheduled basis, how often inspections will be accomplished, and the title
7 of the individual(s) who will perform the inspections;

8 11.1.2 Specific methods to identify and prevent deficiencies in
9 the quality of service performed, prior to unacceptable performance levels;

10 11.1.3 Method for continuing services in the event of a strike of
11 CONTRACTOR's employees or a natural disaster; and

12 11.1.4 Maintenance of all inspection files and, if necessary,
13 corrective action taken.

14 11.2 CONTRACTOR shall cooperate with any third party audit or
15 inspections as required by ADMINISTRATOR or other COUNTY, State or Federal
16 agency.

17 12. WELFARE FRAUD

18 12.1 ~~CONTRACTOR shall report to the appropriate CalWORKs WTW staff when~~
19 ~~eligibility or supportive services payment fraud is suspected, either by a~~
20 ~~Participant or a service provider.~~

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

24 13. HANDLING COMPLAINTS

25 13.1 CONTRACTOR shall develop, operate, and maintain procedures for
26 receiving, investigating and responding to provider and Participant
27 complaints, including Civil Rights complaints, requests for COUNTY reviews,
28 negative comments and other complaints relating to services provided under

1 this Agreement.

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

8 13.3 For Civil Rights complaints, refer to Subparagraph 9.6.2 of this
9 Agreement.

10 13.4 When CONTRACTOR believes any complaint may have legal implications
11 for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately
12 to ADMINISTRATOR prior to responding to the complaint. In the event any such
13 complaint pertains to an injury or property damage, CONTRACTOR shall follow
14 the provisions as set forth in Subparagraph 14.1 of this Agreement.

15 13.5 CONTRACTOR shall provide to ADMINISTRATOR, in a form approved by
16 ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's
17 response to any complaints as described above within ten (10) business days of
18 the complaint. CONTRACTOR shall provide a summary of all complaints and/or
19 negative comments as prescribed and on a format approved by ADMINISTRATOR.
20 Complaints include, but are not limited to, complaints from clients, other
21 COUNTY contracted service providers, community organizations, and the public.

22 ~~CONTRACTOR shall develop, operate, and maintain procedures for~~
23 ~~receiving, investigating, and responding to service providers and participant~~
24 ~~complaints, including Civil Rights complaints against direct service providers~~
25 ~~made by participants, requests for State Hearings and formal grievances,~~
26 ~~requests for COUNTY reviews, and other complaints relating to VTR activities~~
27 ~~and WEX.~~

28 13.1 ADMINISTRATOR shall be notified immediately of all

1 Civil Rights complaints.

2 13.2 With respect to any complaints made by participants, CONTRACTOR
3 shall identify issues with potential legal implications, and review any such
4 cases with ADMINISTRATOR prior to responding to the complaints.

5 13.3 CONTRACTOR shall maintain a log for identification and response to
6 participants' complaints. When complaints cannot be resolved informally, a
7 system of follow-through shall be instituted which adheres to formal plans for
8 specific actions and response to complaints within two (2) business days.

9 13.4 CONTRACTOR shall provide, in a format approved by ADMINISTRATOR,
10 information pertaining to complaints, as well as CONTRACTOR's response to any
11 complaints to ADMINISTRATOR, as described above, within ten (10) business days
12 of the complaint.

13 13.5 CONTRACTOR shall include a summary of all complaints received in
14 the monthly status reports submitted to COUNTY per Subparagraph 9.4 above.

15 13.6 Formal Grievance Process and State Hearing

16 13.6.1 CONTRACTOR shall inform each Participant of his/her
17 grievance, State Hearing and Civil Rights, and of his/her right to request a
18 review by a COUNTY worker should the Participant disagree with an action made
19 by CONTRACTOR.

20 13.6.2 Grievance Rights and Civil Rights notices, in multiple
21 languages, shall be posted in WTW office(s) where all Participants can
22 easily see them, in accordance with Subparagraph 9.6 of this Agreement.

23 13.6.3 CONTRACTOR shall attend COUNTY Formal Grievance Hearings
24 and State Hearings as needed, and comply with the decisions of the Hearing
25 Officers. All actions involving the Formal Grievance Process and State
26 Hearings shall be properly documented.

27 14. HOURS OF OPERATION

28 14.1.1 CONTRACTOR shall provide service hours that are responsive

1 to the needs of the target population, as determined by ADMINISTRATOR. At a
 2 minimum, CONTRACTOR shall provide services during business days Monday through
 3 Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by
 4 the Orange County Board of Supervisors. In addition, CONTRACTOR shall address
 5 any expanded work hours of operation during the evening and on weekends that
 6 may be required to provide services to Participants.

7 14.1.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's
 8 holiday schedule which is as follows: New Year's Day, Martin Luther King Day,
 9 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
 10 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
 11 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written
 12 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
 13 schedule. Any unauthorized closure shall be deemed a material breach of this
 14 Agreement, pursuant to Paragraph 19, and shall not be reimbursed. CONTRACTOR
 15 is encouraged to provide the contracted services on holidays, whenever
 16 possible.

17 ~~At a minimum, CONTRACTOR shall maintain business hours of Monday through~~
 18 ~~Friday from the hours of 8:00 a.m. to 5:00 p.m. (COUNTY holidays and days the~~
 19 ~~City of Santa Ana offices are closed are excluded) as well as scheduled~~
 20 ~~evening and weekend hours to best meet the needs of participants and their~~
 21 ~~families. See Subparagraph of this Agreement for a list of COUNTY holidays.~~

22 15. BUDGET FOR PROVISION OF VTR AND WEX

23 15.1 The budget for services provided pursuant to Exhibit A of this
 24 Agreement shall span twenty-four (24) months and is set forth as follows:

25 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 Specialist II	\$34.02	1.00	\$70,762

ATTACHMENT F

1	Workforce Specialist II	\$34.24	1.00	\$71,219
	Economic Development Specialist III	\$61.43	0.05	\$6,389
2	Economic Development Manager	\$82.64	0.02	\$3,438
	Sr. Management Analyst	\$49.97	0.03	\$3,118
3	Sr. Accounting Assistant	\$30.87	0.05	\$3,210
4	Subtotal Salaries			\$158,136
	Benefits (39.2%)			\$62,070
5	Subtotal Salaries and Benefits⁽¹⁾⁽²⁾			\$222,206

6 Operations

7	Communications			\$1,530
8	Contracted Vendor Personnel Services			\$300
	User Fee			\$15,220
9	Office Supplies			\$1,949
10	Computer Services			\$80
	IS Strategic Plan			\$2,980
11	Insurance			\$4,930
	Indirect Costs			\$9,580
12	Subtotal Operations			\$36,569

13 Participant Costs

14	Work Experience Wages⁽³⁾			\$226,560
15	Benefits⁽⁴⁾			\$16,665
	Vocational Training⁽⁵⁾			\$300,000
16	Subtotal Participant Costs			\$543,225

17 **~~MAXIMUM COUNTY OBLIGATION (7/1/13-6/30/14)~~** **~~\$800,000~~**

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

20	<u>Line Items</u>	<u>Maximum</u> <u>Hourly Rate</u>	<u>FTE</u>	<u>Cost</u>
21	<u>Salaries and Benefits</u>			
	Workforce Specialist II	\$34.02	1.00	\$70,762
22	Workforce Specialist II	\$34.24	1.00	\$71,219
	Economic Development Specialist III	\$61.43	0.05	\$6,389
23	Economic Development Manager	\$82.64	0.02	\$3,438
	Sr. Management Analyst	\$49.97	0.03	\$3,118
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26	Benefits (39.2%)			\$62,070
	Subtotal Salaries and Benefits⁽¹⁾⁽²⁾			\$220,206
27				
28	<u>Operations</u>			
	Communications			\$1,530

1	Contracted Vendor Personnel Services	_____	\$300
	User Fee	_____	\$15,220
2	Office Supplies	_____	\$1,949
	Computer Services	_____	\$80
3	IS Strategic Plan	_____	\$2,980
	Insurance	_____	\$4,930
4	Indirect Costs	_____	\$9,580
5	Subtotal Operations	_____	\$36,569
6	<u>Participant Costs</u>		
7	Work Experience Wages⁽³⁾		\$226,560
8	Benefits⁽⁴⁾		\$16,665
	Vocational Training⁽⁵⁾		\$300,000
9	Subtotal Participant Costs		\$543,225
10			\$800,000
11	MAXIMUM COUNTY OBLIGATION (7/1/16-12/31/16)		
12			\$1,600,000

~~TOTAL MAXIMUM COUNTY OBLIGATION(7/1/13-6/30/15)~~

Budget Period July 1, 2015- June 30, 2016

15		<u>Maximum</u>		
16	<u>Line Items</u>	<u>Hourly Rate</u>	<u>FTE</u>	<u>Budget</u>
17	<u>Salaries and Benefits</u>			
	Workforce Specialist II	\$35.49	1.00	\$73,819
18	Workforce Specialist II	\$35.75	1.00	\$74,360
	Economic Development Specialist III	\$63.80	.15	\$19,905
19	Sr. Management Analyst	\$52.95	.04	\$4,405
	Accountant II	\$47.13	.05	\$4,902
20	Sr. Accounting Assistant	\$33.25	.03	\$2,075
	Accounting Assistant	\$30.90	.03	\$1,928
21	Subtotal Salaries			\$181,394
22	Benefits (46.3%)			\$83,995
23	Subtotal Salaries and Benefits ⁽¹⁾⁽²⁾			\$265,389
24	<u>Operations</u>			
	Communications			\$1,220
25	User Fee			\$15,690
26	Office Supplies			\$1,885
	Computer Services			\$695
27	IS Strategic Plan			\$3,130
28	Insurance			\$5,005

1	Indirect Costs			\$18,485
	Subtotal Operations			\$46,110
2				
3	Participant Costs			
	Work Experience Wages ⁽³⁾			\$200,640
4	Benefits ⁽⁴⁾			\$12,861
	Vocational Training ⁽⁵⁾			\$275,000
5	Subtotal Participant Costs			\$488,501
6				
7	MAXIMUM COUNTY OBLIGATION (7/1/15-6/30/16)			\$800,000
8				
9	Budget Period July 1, 2016- June 30, 2017			
		Maximum		
9	<u>Line Items</u>	<u>Hourly Rate</u>	<u>FTE</u>	<u>Cost</u>
10	Salaries and Benefits			
	Workforce Specialist II	\$35.49	1.00	\$73,819
11	Workforce Specialist II	\$35.75	1.00	\$74,360
	Economic Development Specialist III	\$63.80	.15	\$19,905
12	Sr. Management Analyst	\$52.95	.04	\$4,405
13	Accountant II	\$47.13	.05	\$4,902
	Sr. Accounting Assistant	\$33.25	.03	\$2,075
14	Accounting Assistant	\$30.90	.03	\$1,928
15	Subtotal Salaries			\$181,394
	Benefits (46.3%)			\$83,995
16	Subtotal Salaries and Benefits ⁽¹⁾⁽²⁾			\$265,389
17				
18	Operations			
	Communications			\$1,220
19	User Fee			\$15,690
	Office Supplies			\$1,885
20	Computer Services			\$695
	IS Strategic Plan			\$3,130
21	Insurance			\$5,005
22	Indirect Costs			\$18,485
23	Subtotal Operations			\$46,110
24				
25	Participant Costs			
	Work Experience Wages ⁽³⁾			\$200,640
26	Benefits ⁽⁴⁾			\$12,861
	Vocational Training ⁽⁵⁾			\$275,000
27	Subtotal Participant Costs			\$488,501
28				
	MAXIMUM COUNTY OBLIGATION (7/1/16-6/30/17)			\$800,000

\$1,600,000

TOTAL MAXIMUM COUNTY OBLIGATION (7/1/15-6/30/17)

- (1) Total salaries are calculated on maximum hourly rates. July 1, ~~2015-2013~~ - June 30, ~~2015~~ ~~2017~~ salary costs are based on total hours worked that includes anticipated furlough hours and days the city offices are closed for Workforce Specialist II and Fiscal Specialist positions.
- (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 46.3% 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 WEX activities are contingent upon availability of funds. ~~and shall consist of a minimum of fifty-nine (59) enrollments for the period of July 1, 2013 through June 30, 2014 and fifty nine (59) thirty (30) enrollments for the period of July 1, 2014 through June 30, 2015~~
- (4) Benefits costs included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates.
- (5) Enrollments in VTR activities are contingent upon availability of funds. ~~and shall consist of a minimum of fifty (50) enrollments for the period of July 1, 2013 through June 30, 2014 and fifty (50) enrollments for the period of July 1, 2014 through June 30, 2015~~

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

1 service goals as set forth in this Exhibit A to this Agreement.

2 16. STAFF

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

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

17 16.1 Staff Training

18 16.1.1 CONTRACTOR's staff directly serving pParticipants, and
19 ~~first line supervisors~~ or supervising those who do, shall be thoroughly
20 familiar with the WTW service delivery model contained in the current Orange
21 County CalWORKs Plan, incorporated herein by reference; COUNTY policies and
22 related instructions; COUNTY data systems, including service delivery and
23 payment systems; welfare fraud and child abuse/elder abuse reporting
24 requirements; the State Hearing process; and Civil Rights compliance
25 requirements.

26 16.1.2 COUNTY will provide relevant program policies and
27 operational procedures to CONTRACTOR during start-up, and subsequently as
28 these materials are revised or new policies are developed.

1 16.1.3 COUNTY will provide initial training to a limited number
 2 of CONTRACTOR's staff with respect to CalWORKs WTW regulations and COUNTY
 3 policies and procedures. CONTRACTOR shall conduct subsequent training(s) and
 4 refresher training yearly. COUNTY will provide technical information to
 5 CONTRACTOR on these requirements, but it will be CONTRACTOR's sole
 6 responsibility to ensure that CONTRACTOR's staff understand and correctly
 7 implement the requirements cited when providing WTW services.

8 16.1.4 CONTRACTOR shall be required to attend training(s) and/or
 9 meetings that COUNTY determines to be mandatory, and provide CONTRACTOR staff
 10 with ongoing training and assistance to ensure that contract deliverables are
 11 met.

12 16.1.5 CONTRACTOR shall ensure that CONTRACTOR's staff receives
 13 training in understanding the cultural differences among groups of
 14 Participants, and recognizes and effectively intervenes to overcome any
 15 language and/or cultural barriers to employment.

16 16.1.6 CONTRACTOR shall maintain a log of in-house training
 17 activities and Participants. This log shall be made available to COUNTY upon
 18 request.

19 16.2 Staff Duties and Qualifications:

20 CONTRACTOR shall provide the following described staff positions:

21 16.2.1 Workforce Specialist II (SA WIB CM Case Manager)

22 Duties:

23 16.2.1.1 Determines applicant eligibility for workforce
 24 development programs, manages a caseload, advises Participants clients of
 25 career and training opportunities, develops Participants's clients's
 26 employment plan, and is responsible for Participant client outcomes.

27 16.2.1.2 Oversees Participant client job search
 28 activities and program enrollments, identifies and develops job opportunities

1 appropriate to Participants clients, and uses a computer to track Participant
2 client progress.

3 16.2.1.3 Markets services to employers and to job-
4 seekers, conducts employment/job sector workshops, gives presentations and
5 prepares informational materials, and maintains contacts within the business
6 community to provide employers with qualified candidates.

7 16.2.1.4 Monitors employment rate/employee retention rate
8 and customer satisfaction rate and develops plans for improvement.

9 16.2.1.5 Monitors eligibility and program files to ensure
10 compliance with Federal and State regulations, including WTW regulations;
11 performs site visits, and maintains details records and writes reports.

12 16.2.1.6 Collects and compiles data to generate detailed
13 technical reports, writes articles, and prepares publications regarding the
14 WIB to the public.

15 16.2.1.7 Organizes and implements WIB sponsored events,
16 participates as a team player, and applies principles of Total Quality Service
17 in all activities.

18 Qualifications:

19 16.2.1.8 A minimum one (1) year of progressively
20 responsible workforce development program experience, or any combination of
21 college level coursework in psychology, sociology, counseling, human services,
22 business administration, accounting, public administration, workforce
23 development program experience, and other related subjects equivalent to (1)
24 year may be used in combination with experience to meet the necessary
25 qualifications. or any equivalent combination of training and experience which
26 provides the desirable knowledge, skills, and abilities.

27 16.2.1.9 Knowledge of Federal and State regulations
28 pertaining to workforce development programs, interviewing techniques and

1 methods of determining program eligibility; employment market; agencies
2 providing resources; methods of case management, data collections, and
3 monitoring.

4 16.2.1.10 Ability to understand, interpret, and implement
5 Federal and State regulations; organize and effectively manage a heavy and
6 varied caseload to meet program performance standards; coordinate and conduct
7 meetings; make public presentations; communicate clearly and concisely; and
8 keep detailed and accurate records.

9 16.2.2 Economic Development Specialist III

10 Duties:

11 16.2.2.1 Directs, coordinates, monitors and evaluates
12 economic development programs.

13 16.2.2.2 Conducts economic research, analyses, market
14 feasibility studies concerning the City's CONTRACTOR's business base and other
15 related research.

16 16.2.2.3 Analyzes financial requirement of businesses
17 interested in financial assistance and designs and implements a business
18 retention program.

19 16.2.2.4 Prepares applications for grants and oversees
20 approved grant programs.

21 16.2.2.5 Plans and directs marketing efforts, including
22 media relations, print materials and advertising.

23 16.2.2.6 Plans and implements programs to encourage
24 import/export trade.

25 16.2.2.7 Establishes and maintains communications and
26 coordinates activities with organizations to promote and facilitate economic
27 development.

28 16.2.2.8 Coordinates the Division budget and supervises

1 subordinate-level employees.

2 Qualifications:

3 16.2.2.9 A minimum of three (3) years of progressively
 4 responsible experience in local government or private economic development
 5 programs, one year of which must be as program manager or project leader, or
 6 ~~Graduation~~ a Bachelor's degree from an accredited college or university with
 7 specialization in economics, business or public administration, commercial
 8 finance, ~~or a directly related field~~ may be used in combination with
 9 ~~experience to meet the minimum qualifications~~, or any combination of education
 10 in economics, business or public administration, commercial finance, training
 11 and experience equivalent to 3) years experience which provide the knowledge,
 12 skills and abilities of the job. ~~; or any equivalent combination of~~
 13 ~~experience and training which provide the knowledge, skills and abilities of~~
 14 ~~the job.~~

15 16.2.3 Economic Development Manager

16 Duties:

17 ~~16.2.3.1 Administers the development and implementation~~
 18 ~~of business outreach programs.~~

19 ~~16.2.3.2 Administers the creation and maintenance of an~~
 20 ~~economic development database for the community.~~

21 ~~16.2.3.3 Directs the design, implementation and servicing~~
 22 ~~of incentive loan and rebate programs for commercial and industrial concerns~~
 23 ~~in the City of Santa Ana.~~

24 ~~16.2.3.4 Serves as Executive Director of the Economic~~
 25 ~~Development Corporation (EDC) and provides staff support for EDC Committees.~~

26 ~~16.2.3.5 Supervises and implements all Federal Workforce~~
 27 ~~Development Programs.~~

28 ~~16.2.3.6 Serves as Executive Director of SA WIB.~~

1 ~~16.2.3.7 Directs the administration and development of~~
2 ~~Santa Ana Foreign Trade Zone, prepares and administers Federal and State~~
3 ~~grants and administers the operation of the Business Enterprise Center.~~

4 ~~16.2.3.8 Acts as liaison with the business community,~~
5 ~~other Economic Development Agencies and professional organizations to develop~~
6 ~~linkages to further economic development programs.~~

7 ~~16.2.3.9 Supervises staff of the Economic Development~~
8 ~~Division.~~

9 ~~16.2.3.10 Establishes division budget, goals and~~
10 ~~objectives.~~

11 Qualifications:

12 ~~16.2.3.11 Three (3) years experience in administrative and~~
13 ~~supervisory capacity in economic development or similar work. Graduation from~~
14 ~~an accredited college or university with specialization in economics, business~~
15 ~~or public administration, may be used in combination with experience and~~
16 ~~training which provide the knowledge, skills and abilities of the job.~~

17 16.2.4 Sr. Management Analyst

18 Duties:

19 16.2.4.1 Performs responsible and professional staff work
20 to ensure efficient and effective internal operations of administrative and
21 management systems in a large division is achieved.

22 16.2.4.2 Performs complex studies, research and analysis
23 relative to programs.

24 16.2.4.3 Conducts studies of operations, services and
25 program activities and writes reports and recommendations based on analysis of
26 collected data.

27 16.2.4.4 Prepares and monitors department budget,
28 revenues and expenditures, makes revenue projections, performs cost-benefits

1 analyses and acts as liaison between division and Finance.

2 16.2.4.5 Prepares grant applications and monitors grant-
3 funded programs and contracts.

4 16.2.4.6 Assists with management and supervision of
5 special departmental projects, programs and core functions.

6 16.2.4.7 Coordinates and facilitates personnel related
7 activities.

8 16.2.4.8 Develops and revises written procedures to
9 clarify, describe, or create department standards and policies.

10 16.2.4.9 Reviews legislation related to departmental
11 activities and determines effect on departmental operations.

12 16.2.4.10 Attends and participates in meetings, makes
13 presentation to city CONTRACTOR staff and the public, implements utilization
14 of information systems, and supervises staff.

15 Qualifications:

16 16.2.4.11 A minimum of three (3) years experience of
17 increasingly complex and responsible in governmental administrative staff
18 experience and education ~~or experience~~ equivalent to graduation from a four
19 year accredited college or university with specialization in political
20 science, business or public administration ~~or closely related field~~;
21 supervisory and/or program/project management experience; or any equivalent
22 combination of education, training and experience equivalent to 3) years
23 experience which provide the knowledge, skills and abilities of the job.

24 16.2.5 Senior Accounting Assistant

25 Duties:

26 16.2.5.1 Prepares and maintains financial and accounting
27 records by gathering, assembling, tabulating, comparing, verifying, and
28 posting financial and statistical data.

1 16.2.5.2 Prepares or verifies and processes bills,
2 invoices, and similar documents.

3 16.2.5.3 Posts and balances cash books, ledgers,
4 subsidiary journals, and other financial and accounting records.

5 16.2.5.4 Reconciles accounts to general ledgers and
6 prepares routing reports and statements.

7 16.2.5.5 Analyzes and prepares reports of encumbrances
8 and expenditures for department programs.

9 16.2.5.6 Performs cost research and cost recovery
10 analysis.

11 16.2.5.7 Receives money and maintains records of
12 receipts, files of invoices and other financial transaction documents.

13 Qualifications:

14 16.2.5.8 A minimum of two (2) years of experience
15 performing responsible accounting, financial, statistical or other specialized
16 office clerical work supplemented by courses in accounting, finance, business,
17 office practices, or related coursework; or ~~any equivalent~~ a combination of
18 two (2) years of training and experience, or courses in accounting, finance,
19 business and office practices which provides the knowledge, skills and
20 abilities in accounting methods and government budgeting.

21 16.2.5.9 Knowledge of bookkeeping principles and
22 practices, fund accounting and governmental accounting methods.

23 16.2.5.10 Ability to keep bookkeeping accounts and prepare
24 financial statements and make arithmetic calculations.

25 16.2.6 Accountant II

26 Duties:

27 16.2.6.1 Performs journey-level professional accounting
28 and fiscal work in the field of governmental accounting.

1 16.2.6.2 Sets up and maintains special ledgers and other
2 accounting records.

3 16.2.6.3 Audits and analyzes weekly and monthly
4 expenditures of CONTRACTOR's programs and activities and consolidates into
5 periodic budget status reports.

6 Qualifications:

7 16.2.6.4 A minimum of two (2) years of responsible
8 professional accounting experience and education equivalent to graduation from
9 a four year accredited college or university with specialization in
10 accounting, business administration or economics.

11 16.2.6.5 Ability to apply professional accounting
12 principles.

13 16.2.6.6 Ability to prepare complete and accurate
14 reports.

15 16.2.6.7 Be able to perform detail work involving written
16 or numeric data and to make arithmetic calculations rapidly and accurately.

17 16.2.7 Accounting Assistant

18 Duties:

19 16.2.7.1 Performs a variety of routine clerical work
20 involved in receiving, distributing and maintaining financial and statistical
21 records, receiving and disbursing cash.

22 16.2.7.2 Gathers, assembles, tabulates, checks, and posts
23 financial and statistical data.

24 16.2.7.3 Maintains simple accounts, posting entries from
25 supporting documents and records, including verifications of invoices with
26 supporting documents.

27 16.2.7.4 Accepts payments and fees as well as ensures
28 prompt payment for CONTRACTOR's purchases.

