

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND  
5 MAXIMUS HUMAN SERVICES, INC.  
6 ~~A SUBSIDIARY OF MAXIMUS, INC.~~  
7 FOR THE PROVISION OF CASE MANAGEMENT SERVICES  
8  
9

10 THIS AGREEMENT, entered into this 1st day of July ~~2015~~ 2016, which date  
11 is particularized for purpose of reference only, is by and between the COUNTY  
12 OF ORANGE, hereinafter referred to as "COUNTY," and MAXIMUS Human Services,  
13 Inc., ~~a subsidiary of MAXIMUS, Inc.~~, a Virginia corporation, qualified to  
14 transact interstate business in the State of California, hereinafter referred  
15 to as "CONTRACTOR." This Agreement shall be administered by the County of  
16 Orange Social Services Agency Director or designee, hereinafter referred to as  
17 "ADMINISTRATOR."

18 W I T N E S S E T H:  
19

20 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of  
21 case management services; and

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

24 WHEREAS, such services are authorized and provided for pursuant to  
25 California Welfare and Institutions Code (WIC) Section 11200 et. seq., also  
26 known as the California Work Opportunity and Responsibility to Kids (CalWORKs)  
27 Act, and may also be cited as the CalWORKs program.

28 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, ~~2015~~ 2016, and terminate on June 30, ~~2016~~ 2021, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

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

In the event CONTRACTOR's required compliance with subsequent changes in COUNTY, State or Federal laws, regulations or policies result in an additional and unanticipated increase in CONTRACTOR's total costs under this Agreement, ~~in an amount in excess of five percent (5%) of the COUNTY's total maximum obligation as stated in Paragraph 20.1, below,~~ it is agreed that ADMINISTRATOR will engage in subsequent negotiations to increase COUNTY's maximum contractual obligation. CONTRACTOR acknowledges that any increase in COUNTY's maximum obligation pursuant to this Paragraph is subject to approval by the County of Orange Board of Supervisors. ADMINISTRATOR's obligation to engage in subsequent negotiations pursuant to this Paragraph shall be contingent upon CONTRACTOR providing sufficient documentation which clearly demonstrates that all additional, unanticipated costs are directly related to CONTRACTOR's compliance with subsequent changes in law, regulations or policy.

1           3.     STATUS OF CONTRACTOR

2           3.1    CONTRACTOR is and shall at all times be deemed to be an  
3 independent contractor and shall be wholly responsible for the manner in which  
4 it performs the services required of it by the terms of this Agreement.  
5 Nothing herein contained shall be construed as creating the relationship of  
6 employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
7 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively  
8 the responsibility for the acts of its employees or agents as they relate to  
9 services to be provided during the course and scope of their employment.

10          3.2    CONTRACTOR, its agents, employees and volunteers shall not be  
11 entitled to any rights and/or privileges of COUNTY employees, and shall not be  
12 considered in any manner to be COUNTY employees.

13          4.     DESCRIPTION OF SERVICES, STAFFING

14          4.1    CONTRACTOR agrees to provide those services, facilities, equipment  
15 and supplies as described in the Exhibits to the Agreement between County of  
16 Orange and MAXIMUS Human Services, Inc., ~~a subsidiary of MAXIMUS, Inc.~~, for  
17 the Provision of Case Management Services, attached hereto and incorporated  
18 herein by reference: Exhibit "A" relating to Case Management Services and  
19 Exhibit "B" relating to Agreement to Comply with the County of Orange Social  
20 Services Agency Information Technology Security and Usage Policy. CONTRACTOR  
21 shall operate continuously throughout the term of this Agreement with the  
22 number and type of staff described and as required for provision of services  
23 hereunder.

24          4.2    Subject to thirty (30) days advance written notice, ADMINISTRATOR  
25 may require changes in staffing allocations to reflect current workload  
26 demands or service needs as long as COUNTY's maximum obligation as set forth  
27 in this Agreement is not exceeded.

28          4.3    ~~Upon the request of ADMINISTRATOR, CONTRACTOR shall send~~

1 appropriate staff to attend an orientation session and subsequent training  
2 sessions given by COUNTY.

3 5. LICENSES AND STANDARDS

4 5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
5 required by the laws of the United States, State of California, County of  
6 Orange and all other appropriate governmental agencies to perform the services  
7 described in this Agreement, and agrees to maintain these licenses and permits  
8 in effect for the duration of this Agreement. Further, CONTRACTOR warrants  
9 that its employees shall conduct themselves in compliance with such laws and  
10 licensure requirements including, without limitation, compliance with laws  
11 applicable to sexual harassment and ethical behavior.

12 5.2 In the performance of this Agreement, CONTRACTOR shall comply,  
13 unless waived in whole or in part by ADMINISTRATOR, with all applicable  
14 provisions of the California Welfare and Institutions Code (WIC); Title 45 of  
15 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR  
16 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit  
17 Requirements for Federal Awards ~~Federal Office of Management and Budget (OMB)~~  
18 ~~Circulars A-21, A-122, and A-87~~; Title 48 CFR Section 31.2; and all applicable  
19 laws and regulations of the United States, State of California, County of  
20 Orange Social Services Agency and all administrative regulations, rules and  
21 policies adopted thereunder as each and all may now exist or be hereafter  
22 amended.

23 5.2.1 For Federally funded Agreements in the amount of \$25,000  
24 or more, CONTRACTOR certifies that its officers and/or principals are not  
25 debarred or suspended from Federal financial assistance programs and/or  
26 activities.

27 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

28 6.1 Delegation and Assignment:

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

10           6.2 Subcontracts:

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

18           7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

19           7.1 Form of Business Organization:

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

24           7.1.1 The form of CONTRACTOR's business organization, i.e.,  
25 proprietorship, partnership, corporation, etc.

26           7.1.2 A detailed statement indicating the relationship of  
27 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
28 individual.

1           7.1.3 A detailed statement indicating the relationship of  
2 CONTRACTOR to any subsidiary business organization or to any individual who  
3 may be providing services, supplies, material or equipment to CONTRACTOR or in  
4 any manner does business with CONTRACTOR under this Agreement.

5           7.2 Change in Form of Business Organization:

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

13           7.3 Real Property Disclosure:

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

19           7.3.1 The location by street address and city of any such real  
20 property.

21           7.3.2 The fair market value of any such real property as such  
22 value is reflected on the most recently issued County Tax Collector's tax  
23 bill.

24           7.3.3 A detailed description of all existing and pending  
25 agreements, with respect to the use or occupation of any such real property.  
26 Such description shall include, but not be limited to:

27           7.3.3.1 The term duration of any rental, lease or  
28 license agreement;



1                   7.3.3.2     The amount of monetary consideration to be  
2 paid to the lessor or licensor over the term of the rental, lease or license  
3 agreement;

4                   7.3.3.3     The type and dollar value of any other  
5 consideration to be paid to the lessor or licensor; and

6                   7.3.3.4     The full names and addresses of all parties  
7 to any agreement concerning the real property and a listing of liens (if any)  
8 thereof, together with a listing by full names and addresses of all officers,  
9 directors and stockholders of any private corporation, and a similar listing  
10 of all general and limited partners of any partnership which is a party.

11                  7.3.4     A listing by full names of all of CONTRACTOR's officers,  
12 directors and/or partners, members of its administrative and advisory boards,  
13 staff and consultants, who have any family relationship by marriage or blood  
14 with a party to any agreement concerning real property referred to in  
15 Subparagraph 7.3.3, immediately above, or who have any present or future  
16 financial interest in such person's business, whether the entity concerned is  
17 a corporation or partnership. Such listing shall also include the full names  
18 of all of CONTRACTOR's officers, directors, partners and those holding a  
19 financial interest. Included are members of its advisory boards, members of  
20 its staff and consultants, who have any family relationship by marriage or  
21 blood to an officer, director, or stockholder of the corporation or to any  
22 partner of the partnership. In preparing the latter listing, CONTRACTOR shall  
23 also indicate the names of the officers, directors, stockholders, or  
24 partner(s), as appropriate, and the family relationship which exists between  
25 such person(s) and CONTRACTOR's representatives listed.

26                  7.3.5     True and correct copies of all agreements with respect to  
27 any such real property shall be appended to the documentation described above  
28 and made a part thereof. If, during the term of this Agreement, there is a

1 change in the agreement(s) with respect to real property where persons receive  
2 services. CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,  
3 describing such changes.

4 8. USE OF COUNTY PROPERTY

5 8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office  
6 space, office furniture, and office equipment located in any and all offices  
7 and COUNTY facilities at which CONTRACTOR shall be co-located with COUNTY  
8 staff pursuant to this Agreement, as is more particularly set forth in that  
9 certain lease or license agreement described in Subparagraph 8.2, below. As  
10 stated in the lease or license agreement, said office space, office furniture,  
11 and equipment shall be used solely by employees of CONTRACTOR while performing  
12 their assigned duties pursuant to this Agreement.

13 8.2 CONTRACTOR shall enter into a rent-free lease or license agreement  
14 with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute  
15 all terms and conditions of said agreement upon ADMINISTRATOR's presentation  
16 of said document to CONTRACTOR. Failure to execute the lease or license  
17 agreement will result in a breach of this Agreement.

18 8.3 CONTRACTOR is responsible for any costs associated with Fair  
19 Employment and Housing Act and Americans with Disabilities Act for its own  
20 employees at COUNTY facilities. COUNTY may, in its sole discretion and on a  
21 case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.

22 9. NON-DISCRIMINATION

23 9.1 In the performance of this Agreement, CONTRACTOR agrees that it  
24 shall not engage nor employ any unlawful discriminatory practices in the  
25 admission of clients, provision of services or benefits, assignment of  
26 accommodations, treatment, evaluation, employment of personnel or in any other  
27 respect on the basis of race, religious creed, color, national origin,  
28 ancestry, physical disability, mental disability, medical condition, genetic

1 information, marital status, sex, gender, gender identity, gender expression,  
2 age, sexual orientation, military and veteran status or any other protected  
3 group in accordance with the requirements of all applicable Federal or State  
4 laws.

5 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which  
6 meets the lawful and applicable requirements of the U.S. Department of Health  
7 and Human Services.

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

12 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled  
13 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
14 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

15 9.5 Non-Discrimination in Employment:

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

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

28 California Department of Social Services

1 Public Inquiry and Response Bureau  
2 P.O. Box 944243, M.S. 8-3-23  
3 Sacramento, CA 94244-2430  
4 Telephone: (800) 952-5253  
5 (800) 952-8349 (For the hard of hearing)

6 9.6 Non-Discrimination in Service Delivery:

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

1 further compliance action and enforcement of Subparagraph 9.6 et seq.

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

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

6 9.6.2.2 Discrimination Complaint Form

7 9.6.2.3 Civil Rights Contacts:

8 County Civil Rights Contact:

9 Orange County Social Services Agency

10 Program Integrity

11 Attn: Civil Rights Coordinator

12 P.O. Box 22001

13 Santa Ana, CA 92702-2001

14 Telephone: (714) 438-8877

15 State Civil Rights Contact:

16 California Department of Social Services

17 Civil Rights Bureau

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

19 Sacramento, CA 94244-2430

20 Federal Civil Rights Contact:

21 U.S. Department of Health and Human Services

22 Office of Civil Rights

23 50 U.N. Plaza, Room 322

24 San Francisco, CA 94102

25 10. NOTICES

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

28 COUNTY: County of Orange Social Services Agency

1 Contract Services  
2 500 N. State College Blvd. STE 100  
3 Orange, CA 92868-1600  
4

5 CONTRACTOR: MAXIMUS Human Services, Inc.  
6 Project Director  
7 1240 S. State College Blvd., Suite 200  
8 Anaheim, CA 92806

9 10.2 All notices shall be deemed effective when in writing and  
10 deposited in the United States mail, first class, postage prepaid and  
11 addressed as above. Any notices, claims, correspondence, reports and/or  
12 statements authorized or required by this Agreement addressed in any other  
13 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually  
14 agree in writing to change the addresses to which notices are sent.

15 11. NOTICE OF DELAYS

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

21 12. INDEMNIFICATION

22 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
23 writing by COUNTY, which approval shall not be unreasonably withheld, and  
24 hold U.S. Department of Health and Human Services, the State, COUNTY, and  
25 their elected and appointed officials, officers, employees, agents and those  
26 special districts and agencies which COUNTY's Board of Supervisors acts as the  
27 governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or  
28 liability of any kind or nature, including but not limited to personal injury

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

7 13. INSURANCE

8 13.1 Prior to the provision of services under this Agreement,  
9 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
10 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
11 endorsements required herein, necessary to satisfy COUNTY that the insurance  
12 provisions of this Agreement have been complied with, and to keep such  
13 insurance coverage and the certificates therefore on deposit with  
14 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall  
15 ensure that all subcontractors performing work on behalf of CONTRACTOR  
16 pursuant to this agreement shall be covered under CONTRACTOR's insurance as an  
17 Additional Insured or maintain insurance subject to the same terms and  
18 conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow  
19 subcontractors to work if subcontractors have less than the level of coverage  
20 required by County from CONTRACTOR under this agreement. It is the obligation  
21 of Contractor to provide notice of the insurance requirements to every  
22 subcontractor and to receive proof of insurance prior to allowing any  
23 subcontractor to begin work. Such proof of insurance must be maintained by  
24 CONTRACTOR through the entirety of this Agreement for inspection by COUNTY  
25 representative(s) at any reasonable time.

26 13.2 CONTRACTOR shall ensure that all subcontractors performing work on  
27 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
28 to the same terms and conditions as set forth herein for CONTRACTOR.

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

8 13.3 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
 9 the full term of this Agreement, COUNTY may terminate this Agreement.

10 13.4 Qualified Insurer:

11 13.4.1 The policy or policies of insurance required herein must  
 12 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's  
 13 Rating) and VIII (Financial Size Category as determined by the most current  
 14 edition of the Best's Key Rating Guide/Property-Casualty/United States or  
 15 ambest.com). It is preferred, but not mandatory, that the insurer be licensed  
 16 to do business in the state of California (California Admitted Carrier).

17 13.5 If the insurance carrier does not have an A.M. Best Rating of A-  
 18 /VIII, the CEO/Office of Risk Management retains the right to approve or  
 19 reject a carrier after a review of the company's performance and financial  
 20 rating.

21 13.6 The policy or policies of insurance maintained by CONTRACTOR shall  
 22 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
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.7 Required Coverage Forms:

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

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

13.8 Required Endorsements:

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

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

13.8.1.2 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.

13.9 The Network Security and Privacy Liability policy shall contain

1 the following endorsements which shall accompany the Certificate of Insurance.

2 13.9.1 An Additional Insured endorsement naming the County of  
3 Orange, its elected and appointed officials, officers, agents and employees as  
4 Additional Insureds for its vicarious liability.

5 13.9.2 ~~A primary and non-contributing endorsement evidencing~~  
6 ~~that~~ CONTRACTOR's insurance is primary and any insurance or self-insurance  
7 maintained by the County of Orange shall be excess and non-contributing.

8 13.10 All insurance policies required by this Agreement shall waive all  
9 rights of subrogation against the County of Orange, its elected and appointed  
10 officials, officers, agents and employees when acting within the scope of  
11 their appointment or employment.

12 13.11 The Workers' Compensation policy shall contain a waiver of  
13 subrogation endorsement waiving all rights of subrogation against the County  
14 of Orange, its elected and appointed officials, officers, agents and  
15 employees.

16 13.12 CONTRACTOR shall notify County in writing within thirty (30) days  
17 of any policy cancellation and ten (10) days for non-payment of premium and  
18 provide a copy of the cancellation notice to County. Failure to provide  
19 written notice of cancellation may constitute a material breach of the  
20 contract, upon which the County may suspend or terminate this Agreement

21 13.13 If CONTRACTOR's Professional Liability, and/or Network Security &  
22 Privacy Liability are "Claims Made" policy (ies), CONTRACTOR shall agree to  
23 maintain coverage for two (2) years following the completion of this  
24 Agreement. ~~If CONTRACTOR's Professional Liability policy is a "claims made"~~  
25 ~~policy, CONTRACTOR shall agree to maintain professional liability coverage for~~  
26 ~~two (2) years following completion of this Agreement~~

27 13.14 The Commercial General Liability policy shall contain a  
28 severability of interests clause also known as a "separation of insureds"

1 clause (standard in the ISO CG 0001 policy).

2 13.15 Insurance certificates should be mailed to COUNTY at the address  
3 indicated in Paragraph 10 of this Agreement.

4 13.16 If CONTRACTOR fails to provide the insurance certificates and  
5 endorsements within seven (7) days of notification by CEO/County Procurement  
6 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

7 13.17 COUNTY expressly retains the right to require CONTRACTOR to  
8 increase or decrease insurance of any of the above insurance types throughout  
9 the term of this Agreement. Any increase or decrease in insurance will be as  
10 deemed by County of Orange Risk Manager as appropriate to adequately protect  
11 COUNTY.

12 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
13 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
14 certificates of insurance and endorsements with COUNTY incorporating such  
15 changes within thirty (30) days of receipt of such notice, this Agreement may  
16 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
17 entitled to all legal remedies.

18 13.19 The procuring of such required policy or policies of insurance  
19 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
20 fulfill the indemnification provisions and requirements of this Agreement, nor  
21 act in any way to reduce the policy coverage and limits available from the  
22 insurer.

23 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

24 CONTRACTOR shall report to COUNTY:

25 14.1 Any accident or incident relating to services performed under this  
26 Agreement which involves injury or property damage which may result in the  
27 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report  
28 shall be made in writing within twenty-four (24) hours of occurrence.

1           14.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
2 from or related to services performed by CONTRACTOR under this Agreement.  
3 Such report shall be submitted to COUNTY within twenty-four (24) hours of  
4 occurrence.

5           14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
6 property. Such report shall be submitted to COUNTY within twenty-four (24)  
7 hours of occurrence.

8           14.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
9 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
10 under the term of this Agreement. Such report shall be submitted to COUNTY  
11 within twenty-four (24) hours of occurrence.

12       15.   CONFLICT OF INTEREST

13           15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
14 any actions or conditions that could result in a conflict with the best  
15 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,  
16 agents, relatives, subcontractors, and third parties associated with  
17 accomplishing the work hereunder.

18           15.2 CONTRACTOR's efforts shall include, but not be limited to,  
19 establishing precautions to prevent its employees or agents from making,  
20 receiving, providing, or offering gifts, entertainment, payments, loans, or  
21 other considerations which could be deemed to appear to influence individuals  
22 to act contrary to the best interests of COUNTY.

23       16.   ANTI-PROSELYTISM PROVISION

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

28       17.   SUPPLANTING GOVERNMENT FUNDS

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

10       18.   EQUIPMENT

11           18.1 All items purchased with funds provided under this Agreement, or  
12 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of  
13 at least five thousand dollars (\$5,000), including sales tax, shall be  
14 considered Capital Equipment. Title to all Capital Equipment shall, upon  
15 purchase, vest and remain in COUNTY. The use of such items of Capital  
16 Equipment is limited to the performance of this Agreement. Upon the  
17 termination of this Agreement, CONTRACTOR shall immediately return any items  
18 of Capital Equipment to COUNTY or its representatives, or dispose of them in  
19 accordance with the directions of ADMINISTRATOR.

20                   CONTRACTOR further agrees to the following:

21           18.1.1 To maintain all items of Capital Equipment in good  
22 working order and condition, normal wear and tear excepted.

23           18.1.2 To label all items of Capital Equipment, do periodic  
24 inventories as required by ADMINISTRATOR and to maintain an inventory list  
25 showing where and how the Capital Equipment is being used, in accordance with  
26 procedures developed by ADMINISTRATOR. All such lists shall be submitted to  
27 ADMINISTRATOR within ten (10) days of any request therefore.

28           18.1.3 To report in writing to ADMINISTRATOR immediately after

1 discovery, the loss or theft of any items of Capital Equipment. For stolen  
2 items, the local law enforcement agency must be contacted and a copy of the  
3 police report submitted to ADMINISTRATOR.

4 18.1.4 To purchase a policy or policies of insurance covering  
5 loss or damage to any and all Capital Equipment purchased under this  
6 Agreement, in the amount of the full replacement value thereof, providing  
7 protection against the classification of fire, extended coverage, vandalism,  
8 malicious mischief and special extended perils (all risks) covering the  
9 parties' interests as they appear.

10 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
11 requested in writing, shall require the prior written approval of  
12 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are  
13 appropriate and directly related to CONTRACTOR's service or activity under the  
14 terms of this Agreement. COUNTY may refuse reimbursement for any costs  
15 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,  
16 if prior written approval has not been obtained from ADMINISTRATOR.

17 18.3 Personal Computer Equipment:

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

21 18.4 Use of COUNTY Personal Computer Equipment

22 COUNTY intends to permit CONTRACTOR the use of computer equipment  
23 provided by ADMINISTRATOR. Said computer equipment shall be used solely by  
24 employees of CONTRACTOR while performing their assigned duties pursuant to  
25 this Agreement and shall remain the property of COUNTY. CONTRACTOR shall  
26 enter into a separate computer usage agreement with ADMINISTRATOR, attached  
27 hereto as Exhibit B, regarding information security and use of computer  
28 equipment provided by ADMINISTRATOR, and will execute all terms and conditions

1 of said agreement upon ADMINISTRATOR's presentation of said document to  
2 CONTRACTOR. Upon execution, the terms of the computer usage agreement shall  
3 be incorporated into this Agreement. CONTRACTOR shall be required to ensure  
4 that each of its employees that has access to COUNTY facilities and/or data  
5 contained in ADMINISTRATOR's Computer Information System completes information  
6 security and computer usage training provided by ADMINISTRATOR, signs and  
7 adheres to ADMINISTRATOR's information technology usage policy, and signs and  
8 adheres to the required confidentiality agreements from ADMINISTRATOR, and  
9 signs and adheres to any subsequent agreements required by Federal, State or  
10 other organizations. CONTRACTOR's failure to have all Contractor employees  
11 that have access to County's facilities and/or data to execute the agreement  
12 and/or complete training shall result in a breach of this Agreement.

13 19. BREACH SANCTIONS

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

19 19.1 Afford CONTRACTOR a time period within which to cure the breach,  
20 which period shall be established by ADMINISTRATOR; and/or

21 19.2 Discontinue reimbursement to CONTRACTOR for and during the period  
22 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
23 later recovery; and/or

24 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
25 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

28 20. PAYMENTS

20.1 Maximum Contractual Obligation:

~~The maximum obligation of COUNTY under this Agreement shall not exceed \$6,312,661, or actual allowable costs, whichever is less.~~

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$29,131,234 or actual allowable costs, whichever is less: the amount of \$5,703,401 for July 1, 2016 through June 30, 2017; the amount of \$5,745,869 for July 1, 2017 through June 30, 2018; the amount of \$5,821,669 for July 1, 2018 through June 30, 2019; the amount of \$5,891,215 for July 1, 2019 through June 30, 2020; and the amount of \$5,969,080 for July 1, 2020 through June 30, 2021., or actual allowable costs, whichever is less

20.2 Allowable Costs:

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 48 CFR Section 31.2 or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2017~~2016~~, June 2018, June 2019, June 2020, and June 2021 during the month of such anticipated expenditure.

20.3 Contractor's Fees Profit:

CONTRACTOR shall be paid monthly in arrears, for a total of \$373,120 for July 1, 2016 through June 30, 2017; the amount of \$375,898 for July 1, 2017 through June 30, 2018; the amount of \$380,857 for July 1, 2018 through June 30, 2019; the amount of \$385,407 for July 1, 2019 through June 30, 2020; and the amount of \$390,501 for July 1, 2020 through June 30, 2021 ~~each month or any portion thereof that this Agreement is in effect~~ for a total aggregate of \$1,905,783. CONTRACTOR Profit Fees are is part of and not in addition to the maximum obligation of COUNTY as stated in Subparagraph 20.1 above.



1           20.4 Claims:

2           20.4.1 CONTRACTOR shall submit monthly claims to be received by  
3 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
4 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
5 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
6 claim the next business day. COUNTY holidays include New Year's Day, Martin  
7 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
8 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
9 Friday after Thanksgiving, and Christmas Day.

10           20.4.2 All claims must be submitted on a form approved by  
11 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
12 source documents with the monthly claim, including, inter alia, a monthly  
13 statement of services, general ledgers, supporting journals, time sheets,  
14 invoices, canceled checks, receipts, and receiving records, some of which may  
15 be required to be copied. Source documents that CONTRACTOR must submit shall  
16 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
17 shall retain all financial records in accordance with Paragraph 25 (Records,  
18 Inspections, and Audits) of this Agreement.

19           20.4.3 Payments should be released by COUNTY within a reasonable  
20 time period of approximately thirty (30) days after receipt of a correctly  
21 completed claim form and required supporting documentation.

22           20.4.4 Year End and Final Claims:

23           20.4.4.1 CONTRACTOR shall submit a final claim for  
24 each COUNTY fiscal year, July 1 through June 30, covered under the term of  
25 this Agreement as stated in Paragraph 1, by no later than May 31<sup>st</sup> of the  
26 following year that corresponds to each COUNTY fiscal year. Claims received  
27 after May 31<sup>st</sup> of the following year that corresponds to each COUNTY fiscal  
28 year may, at ADMINISTRATOR's sole discretion, not be reimbursed.

1 ADMINISTRATOR may modify the date upon which the final claim per each COUNTY  
2 fiscal year must be received, upon written notice to CONTRACTOR. CONTRACTOR  
3 shall submit a final claim by no later than May 31, 2017. Claims received  
4 after May 31<sup>st</sup> may, at ADMINISTRATOR's sole discretion, not be reimbursed.  
5 ADMINISTRATOR may modify the date upon which the final claim must be received,  
6 upon written notice to CONTRACTOR

7 20.4.4.2 The basis for final settlement shall be the  
8 actual allowable costs as defined in Title 48 CFR Section 31.2, incurred and  
9 paid by CONTRACTOR pursuant to this Agreement; limited, however, to the  
10 maximum obligation of COUNTY. In the event that any overpayment has been  
11 made, COUNTY may offset the amount of the overpayment against the final  
12 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
13 pay COUNTY all such sums within five (5) fifteen (15) business days of notice  
14 from COUNTY. Nothing herein shall be construed as limiting the remedies of  
15 COUNTY in the event an overpayment has been made.

16 20.4.5 Seventy-Five Percent Expenditure Notification:

17 20.4.5.1 CONTRACTOR shall maintain a system of record  
18 keeping that will allow CONTRACTOR to determine when it has incurred seventy-  
19 five percent (75%) of the total contract authorizations under this Agreement.  
20 Upon occurrence of this event, CONTRACTOR shall send written notification to  
21 ADMINISTRATOR.

22 21. OVERPAYMENTS

23 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which  
24 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in  
25 accordance with any applicable regulations and/or policies in effect during  
26 the term of this Agreement, or as established by COUNTY procedure. Any  
27 overpayments made by COUNTY which result from a payment by any other funding  
28 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the

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

8 22. OUTSTANDING DEBT

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

12 23. FINAL REPORT

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

18 24. INDEPENDENT AUDIT

19 24.1 CONTRACTOR shall employ a licensed certified public accountant who  
20 shall prepare and file with ADMINISTRATOR, a compliance audit in accordance  
21 with the CDSS MPP Section 23-640.2. The audit must be performed in accordance  
22 with generally accepted government auditing standards. CONTRACTOR shall  
23 cooperate with COUNTY, State and/or Federal agencies to ensure that corrective  
24 action is taken within six (6) months after issuance of all audit reports with  
25 regard to audit exceptions.

26 24.2 It is mutually understood that CONTRACTOR's ~~organization-wide~~  
27 ~~audit covers fiscal years beginning~~ yearly fiscal cycle covers October 1 and  
28 ~~ending~~ through September 30. CONTRACTOR shall provide ADMINISTRATOR copies

1 of organization-wide audits for each of the fiscal cycles corresponding with  
2 the term of this Agreement. CONTRACTOR shall provide each audit within  
3 fourteen (14) calendar days of CONTRACTOR's receipt. ~~audit within fourteen~~  
4 ~~(14) calendar days of CONTRACTOR's receipt. ADMINISTRATOR its organization-~~  
5 ~~wide~~ Failure of CONTRACTOR to comply with this Paragraph shall be sufficient  
6 cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement  
7 with CONTRACTOR until such time as the required audit(s) is are provided to  
8 ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission  
9 deadline, ~~but not before the organizational wide audit is filed annually with~~  
10 ~~the Securities and Exchanges Commission,~~ upon notice to CONTRACTOR.

11 25. RECORDS, INSPECTIONS AND AUDITS

12 25.1 Financial Records:

13 25.1.1 CONTRACTOR shall prepare and maintain accurate and  
14 complete financial records. Financial records shall be retained, by  
15 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
16 under this Agreement or until all pending COUNTY, State and Federal audits are  
17 completed, whichever is later.

18 25.1.2 CONTRACTOR shall establish and maintain reasonable  
19 accounting, internal control and financial reporting standards in conformity  
20 with generally accepted accounting principles established by the American  
21 Institute of Certified Public Accountants and to the satisfaction of  
22 ADMINISTRATOR.

23 25.2 Client Records:

24 25.2.1 CONTRACTOR shall prepare and maintain accurate and  
25 complete records of clients served and dates and type of services provided  
26 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

27 25.2.2 All client records related to services provided under the  
28 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five

1 (5) years from the date of final payment under this Agreement or until all  
2 pending COUNTY, State and Federal audits are completed, whichever is later.  
3 Notwithstanding anything to the contrary, upon termination of this Agreement,  
4 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
5 in accordance with Subparagraph 42.2.

6 25.2.3 COUNTY may refuse payment for a claim if client records  
7 are determined by COUNTY to be incomplete or inaccurate. In the event client  
8 records are determined to be incomplete or inaccurate after payment has been  
9 made, COUNTY may treat such payment as an overpayment within the provisions of  
10 this Agreement.

11 25.3 Public Records:

12 With the exception of client records or other records referenced  
13 in Paragraph 31, entitled Confidentiality, all records, including but not  
14 limited to, reports, audits, notices, claims, statements and correspondence,  
15 required by this Agreement may be subject to public disclosure. COUNTY will  
16 not be liable for any such disclosure.

17 25.4 Inspections and Audits:

18 25.4.1 The U.S. Department of Health and Human Services,  
19 Comptroller General of the United States, Director of CDSS, State Auditor-  
20 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
21 Department, or any of their authorized representatives, shall have access to  
22 any books, documents, papers and records, including medical records, of  
23 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
24 for the purpose of financial monitoring. Further, all the above mentioned  
25 persons have the right at all reasonable times to inspect or otherwise  
26 evaluate the work performed or being performed under this Agreement and the  
27 premises in which it is being performed.

28 25.4.2 CONTRACTOR shall make its books and financial records

1 available within the borders of Orange County within ten (10) days of receipt  
2 of written demand by ADMINISTRATOR.

3 25.4.3 In the event CONTRACTOR does not make available its books  
4 and financial records within the borders of Orange County, CONTRACTOR agrees  
5 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
6 designee, necessary to obtain CONTRACTOR's books and financial records.

7 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
8 COUNTY's liability to the State or Federal government or any agency thereof  
9 resulting from any disallowances or other audit exceptions to the extent that  
10 such liability is attributable to CONTRACTOR's failure to perform under this  
11 Agreement.

12 25.5 Evaluation Studies:

13 25.5.1 CONTRACTOR shall participate as requested by COUNTY in  
14 research and/or evaluative studies designed to show the effectiveness and/or  
15 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
16 project.

17 26. PERSONNEL DISCLOSURE

18 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
19 all personnel providing services hereunder, including résumés and job  
20 applications. Changes to the list will be immediately provided to  
21 ADMINISTRATOR in writing, along with a copy of a résumé and/or job  
22 application. The list shall include:

23 26.1.1 Names and dates of birth of all full or part-time  
24 personnel by title, including volunteer personnel, whose direct services are  
25 required to provide the programs described herein;

26 26.1.2 A brief description of the functions of each position and  
27 the hours each person works each week; or for part-time personnel, each day or  
28 month, as appropriate;

1                   26.1.3 The professional degree, if applicable, and experience  
2 required for each position; and

3                   26.1.4 The language skill, if applicable, for all personnel.

4                   26.2 Where authorized by law, CONTRACTOR's employment applications  
5 shall require applicants to provide detailed information regarding the  
6 conviction of a crime by any court, for offenses other than minor traffic  
7 offenses. Information not disclosed in the employment application discovered  
8 subsequent to the hiring or promotion of any applicant shall be cause for  
9 termination of that employee from the performance of services under this  
10 Agreement.

11                   26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
12 COUNTY, a clearance on the following public websites the names and dates of  
13 birth for all employees and/or volunteers who will have direct, interactive  
14 contact with clients served through this Agreement: U.S. Department of  
15 Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex  
16 Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)). ~~criminal record background checks on  
17 all employees and/or volunteers who will provide services under this  
18 Agreement. Candidates will satisfy background checks consistent with and  
19 comparable to those required for COUNTY employees~~

20                   26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
21 COUNTY, a criminal record background check on all employees (direct service  
22 and administrative) funded through this Agreement and also all non-funded  
23 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,  
24 interactive contact with clients served through this Agreement. Background  
25 checks conducted through the California Department of Justice shall include a  
26 check of the California Central Child Abuse Index, when  
27 applicable. Candidates will satisfy background checks consistent with this  
28 Paragraph and their performance of services under this Agreement.

1           26.5 In the event a record is revealed through the processes described  
2 in Subparagraphs 26.3 and 26.4, COUNTY will be available to consult with  
3 CONTRACTOR on appropriateness of personnel providing services through this  
4 Agreement

5           26.6 CONTRACTOR warrants that all persons employed or otherwise  
6 assigned by CONTRACTOR to provide services under this Agreement have  
7 satisfactory past work records and/or reference checks indicating their  
8 ability to perform the required duties and accept the kind of responsibility  
9 anticipated under this Agreement. CONTRACTOR shall maintain records of  
10 background investigations and reference checks undertaken and coordinated by  
11 CONTRACTOR for each employee and/or volunteer assigned to provide services  
12 under this Agreement for a minimum of five (5) years from the date of final  
13 payment under this Agreement or until all pending COUNTY, State and Federal  
14 audits are completed, whichever is later, in compliance with all applicable  
15 laws.

16           26.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
17 arrest and/or subsequent conviction, for offenses other than minor traffic  
18 offenses, of any paid employee and/or volunteer staff performing services  
19 under this Agreement, when such information becomes known to CONTRACTOR.  
20 ADMINISTRATOR may determine whether such employee and/or volunteer may  
21 continue to provide services under this Agreement and shall provide notice of  
22 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply  
23 with ADMINISTRATOR's decision shall be deemed a material breach of this  
24 Agreement, pursuant to Paragraph 19 above.

25           26.8 Acting reasonably, COUNTY has the right to approve or disapprove  
26 all of CONTRACTOR's staff performing work hereunder and any proposed changes  
27 in CONTRACTOR's staff.

28           26.9 COUNTY shall have the right to require CONTRACTOR to remove any



1 employee from the performance of services under this Agreement. At the request  
2 of COUNTY, CONTRACTOR shall immediately replace said personnel.

3 26.10 CONTRACTOR shall notify COUNTY immediately when staff is  
4 terminated for cause from working on this Agreement.

5 26.11 Disqualification, if any, of CONTRACTOR staff, pursuant to  
6 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
7 work in accordance with the terms and conditions of this Agreement.

8 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

26 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

27 28.1 In order to comply with child support enforcement requirements of  
28 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days

1 of the award of this Agreement:

- 2 (a) in the case of an individual contractor, his/her name, date of  
3 birth, Social Security number, and residence address;
- 4 (b) in the case of a contractor doing business in a form other than as  
5 an individual, the name, date of birth, Social Security number,  
6 and residence address of each individual who owns an interest of  
7 ten percent (10%) or more in the contracting entity;
- 8 (c) a certification that CONTRACTOR has fully complied with all  
9 applicable Federal and State reporting requirements regarding its  
10 employees; and
- 11 (d) a certification that CONTRACTOR has fully complied with all  
12 lawfully served Wage and Earnings Assignment Orders and Notices of  
13 Assignment, and will continue to so comply.

14 28.2 The failure of CONTRACTOR to timely submit the data or  
15 certifications required by subsections (a), (b), (c), or (d), or to comply  
16 with all Federal and State employee reporting requirements for child support  
17 enforcement or to comply with all lawfully served Wage and Earnings Assignment  
18 Orders and Notices of Assignment shall constitute a material breach of this  
19 Agreement, and failure to cure such breach within sixty (60) calendar days of  
20 notice from COUNTY shall constitute grounds for termination of this Agreement.

21 28.3 It is expressly understood that this data will be transmitted to  
22 governmental agencies charged with the establishment and enforcement of child  
23 support orders, and for no other purpose.

24 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

25 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to  
26 ensure that all employees, volunteers, consultants, or agents performing  
27 services under this Agreement report child abuse or neglect to one of the  
28 agencies specified in Penal Code Section 11165.9 and dependent adult or elder

1 abuse as defined in Section 15610.07 of the WIC to one of the agencies  
2 specified in WIC Section 15630. CONTRACTOR shall require such employee,  
3 volunteer, consultant or agent to sign a statement acknowledging the child  
4 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the  
5 Penal Code and the dependent adult and elder abuse reporting requirements as  
6 set forth in Section 15630 of the WIC and will comply with the provisions of  
7 these code sections as they now exist or as they may hereafter be amended.

8 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

9 CONTRACTOR shall notify and provide to its employees, a fact sheet  
10 regarding the Safely Surrendered Baby Law, its implementation in Orange  
11 County, and where and how to safely surrender a baby. The fact sheet is  
12 available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The  
13 information shall be posted in all reception areas where clients are served.

14 31. CONFIDENTIALITY

15 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
16 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
17 and all other provisions of law, and regulations promulgated thereunder  
18 relating to privacy and confidentiality, as each may now exist or be hereafter  
19 amended.

20 31.2 All records and information concerning any and all persons  
21 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
22 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
23 volunteers. CONTRACTOR shall require all of its employees, agents,  
24 subcontractors and volunteer staff who may provide services for CONTRACTOR  
25 under this Agreement to sign an agreement with CONTRACTOR before commencing  
26 the provision of any such services, to maintain the confidentiality of any and  
27 all materials and information with which they may come into contact, or the  
28 identities or any identifying characteristics or information with respect to

1 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
2 required to provide services under this Agreement or to those specified in  
3 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
4 latter, only during such audit. CONTRACTOR shall comply with any audits  
5 specified in Paragraph 25, provide reports and any other information required  
6 by COUNTY in the administration of this Agreement, and as otherwise permitted  
7 by law.

8 31.3 CONTRACTOR shall inform all of its employees, agents,  
9 subcontractors, volunteers and partners of this provision and that any person  
10 ~~knowingly and intentionally~~ violating the provisions of said State law may be  
11 guilty of a crime.

12 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
13 be subject to the confidentiality requirements of this Agreement.

14 31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
15 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
16 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
17 regarding Confidentiality, as it now exists or may hereafter be amended.

18 31.5.1 No access, disclosure or release of information regarding  
19 a child who is the subject of Juvenile Court proceedings shall be permitted  
20 except as authorized. If authorization is in doubt, no such information shall  
21 be released without the written approval of a Judge of the Juvenile Court.

22 31.5.2 CONTRACTOR must receive prior written approval of the  
23 Juvenile Court before allowing any child to be interviewed, photographed or  
24 recorded by any publication or organization or to appear on any radio,  
25 television or internet broadcast or make any other public appearance. Such  
26 approval shall be requested through child's Social Worker.

27 32. COPYRIGHT ACCESS

28 The U.S. Department of Health and Human Services, the CDSS, and COUNTY

1 will have a royalty-free, nonexclusive and irrevocable license to publish,  
2 translate, or use, now and hereafter, all material developed under this  
3 Agreement including those covered by copyright.

4 33. WAIVER

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

13 34. PETTY CASH

14 CONTRACTOR is authorized to establish a petty cash fund in an amount not  
15 to exceed one thousand dollars (\$1,000.00).

16 35. PUBLICITY

17 35.1 Information and solicitations, prepared and released by  
18 CONTRACTOR, concerning the services provided under this Agreement shall state  
19 that the program, wholly or in part, is funded through COUNTY, State and  
20 Federal government funds.

21 35.2 CONTRACTOR shall not disclose any details in connection with this  
22 Agreement to any person or entity except as may be otherwise provided  
23 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
24 identify its services and related clients to sustain itself, COUNTY shall not  
25 inhibit CONTRACTOR from publishing its role under this Agreement within the  
26 following conditions:

27 35.2.1 CONTRACTOR shall develop all publicity material in a  
28 professional manner; and

1                   35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
2 and shall not authorize another to, publish or disseminate any commercial  
3 advertisements, press releases, feature articles, or other materials using the  
4 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
5 unreasonably withhold written consent.

6           36.    COUNTY RESPONSIBILITIES

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

9           37.    REPORTS

10                  37.1 CONTRACTOR shall provide information deemed necessary by  
11 ADMINISTRATOR to complete any State-required reports related to the services  
12 provided under this Agreement.

13                  37.2 CONTRACTOR shall maintain records and submit reports containing  
14 such data and information regarding the performance of CONTRACTOR's services,  
15 costs or other data relating to this Agreement, as may be requested by  
16 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
17 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

18           38.    ENERGY EFFICIENCY STANDARDS

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

22           39.    ENVIRONMENTAL PROTECTION STANDARDS

23                  CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act  
24 [Title 42 USC Section ~~1857(h)~~ 7401 et seq.], Section 508 of the Clean Water  
25 Act (Title 33 USC Section ~~1368~~ 1251 et seq.), Executive Order 11738 and  
26 Environmental Protection Agency, hereinafter referred to as "EPA," regulations  
27 (Title 40 CFR ~~Part 15~~), as any may now exist or be hereafter amended. Under  
28 these laws and regulations, CONTRACTOR assures that:

1           39.1 No facility to be utilized in the performance of the proposed  
2 grant has been listed on the EPA List of Violating Facilities;

3           39.2 It will notify COUNTY prior to award of the receipt of any  
4 communication from the Director, Office of Federal Activities, U.S. EPA,  
5 indicating that a facility to be utilized for the grant is under consideration  
6 to be listed on the EPA List of Violating Facilities; and

7           39.3 It will notify COUNTY and EPA about any known violation of the  
8 above laws and regulations.

9       40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
10 FEDERAL TRANSACTIONS

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

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

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

25           1) No Federal appropriated funds have been paid or will  
26 be paid to any person for influencing or attempting to influence an officer or  
27 employee of any agency, a Member of Congress, an officer or employee of  
28 Congress, or an employee of a Member of Congress on his or her behalf in

1 connection with the awarding of any Federal contract, the making of any  
2 Federal grant, the making of any Federal loan, the entering into of any  
3 cooperative agreement, and the extension, continuation, renewal, amendment or  
4 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

17 C. Submission of this certification and disclosure is a  
18 prerequisite for making or entering into this Agreement imposed by Section  
19 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
20 this provision or who fails to file or amend the disclosure form to be filed  
21 or amended by this provision, shall be subject to a civil penalty of not less  
22 than \$10,000, and not more than \$100,000, for each such failure.

23 41. POLITICAL ACTIVITY

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

27 42. TERMINATION PROVISIONS

28 42.1 ADMINISTRATOR may terminate this Agreement without penalty



1 immediately with cause or after thirty (30) days written notice without cause,  
2 unless otherwise specified. Notice shall be deemed served on the date of  
3 mailing. Cause shall be defined as any breach of contract, any  
4 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
5 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
6 all further obligations under this Agreement.

7 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
8 cooperate with ADMINISTRATOR in the orderly transfer of service  
9 responsibilities, active case records, and pertinent documents.

10 42.3 The obligations of COUNTY under this Agreement are contingent upon  
11 the availability of Federal and/or State funds, as applicable, for the  
12 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
13 for the services hereunder in the budget approved by the Orange County Board  
14 of Supervisors each fiscal year this Agreement remains in effect or operation.  
15 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
16 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
17 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
18 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
19 notification of such determination. CONTRACTOR shall immediately comply with  
20 ADMINISTRATOR's decision.

21 42.4 If any provision of this Agreement or the application thereof is  
22 held invalid, the remainder of this Agreement shall not be affected thereby.

23 43. GOVERNING LAW AND VENUE

24 This Agreement has been negotiated in the State of California and shall  
25 be governed by and construed under the laws of the State of California. In  
26 the event of any legal action to enforce or interpret this Agreement, the sole  
27 and exclusive venue shall be a court of competent jurisdiction located in  
28 Orange County, California, and the parties hereto agree to and do hereby

1 submit to the jurisdiction of such court, notwithstanding Code of Civil  
2 Procedure Section 394. Furthermore, the parties specifically agree to waive  
3 any and all rights to request that an action be transferred for trial to  
4 another county.

5 44. SIGNATURE IN COUNTERPARTS

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

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WHEREFORE, the parties hereto have executed this Agreement.

By: \_\_\_\_\_ By: \_\_\_\_\_  
 ADAM C. POLATNICK ~~CHAIRMAN~~ CHAIRWOMAN OF THE BOARD OF SUPERVISORS  
 VICE PRESIDENT COUNTY OF ORANGE, CALIFORNIA  
 AND ASSISTANT GENERAL COUNSEL  
 MAXIMUS HUMAN SERVICES, INC.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
 ROBIN STIELER  
~~Interim~~ Clerk of the Board  
 County of Orange, California

APPROVED AS TO FORM  
 COUNTY COUNSEL  
 COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
 DEPUTY

Dated: \_\_\_\_\_

EXHIBIT A  
TO  
BETWEEN  
COUNTY OF ORANGE  
MAXIMUS HUMAN SERVICES, INC.  
~~A SUBSIDIARY OF MAXIMUS, INC.~~  
FOR THE PROVISION OF CASE MANAGEMENT SERVICES

1. PROGRAM OBJECTIVE-~~GOALS~~

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

2. POPULATION TO BE SERVED

CONTRACTOR shall:

2.1 Provide services to Welfare-to-Work (WTW) Participants referred by ADMINISTRATOR to CONTRACTOR for Case Management Services, in accordance with CalWORKs/WTW program requirements and COUNTY Policy. Referred individuals include Participants receiving CalWORKs aid payments, or non-aided adults with an aided CalWORKs child.

2.1.1 Referred individuals will not include CalWORKs timed-out adults, ~~minor parents who are not head of household~~, undocumented non-citizen adults, Supplemental Security Income (SSI) recipients, and other adults as defined by ADMINISTRATOR.

2.2 Work with and motivate difficult to place Participants who have multiple barriers, which may include a resistance to program participation; as

well as those individuals who possess a high level of existing job skills and experience and are job ready.

2.3 Provide services to those of diverse ethnic backgrounds, in a culturally responsive manner, and in a manner responsive to those with literacy, language, and/or sociocultural issues that may present barriers to employment, including a resistance to pursuing employment in occupations that may be perceived as nontraditional.

2.4 Engage CalWORKs families, including Child-Only Families who are not currently meeting WTW participation requirements, in WTW Activities consistent with prevailing State statutes and program regulations, and within CalWORKs/WTW program requirements and COUNTY Policy.

2.5 Provide services ~~the North and West Regions of Orange County~~ in facilities and locations throughout Orange County and collocate in CALWORKs/WTW office locations specified by the COUNTY to approximately fifty percent (50%) of the total WTW Participants in the County of Orange. ~~as described below:~~

2.5.1 ~~North Orange County Service Area (CalWORKs/WTW North Region):~~ The geographical service area, which may be subject to change, comprised of the following cities or unincorporated areas:

---

Anaheim	Featherly Park	Orange
Atwood	Fullerton	Placentia
Brea	La Habra	Villa Park
Buena Park	La Palma	Yorba Linda
El Modena	Modjeska Canyon	

2.5.2 ~~West Orange County Service Area (CalWORKs/WTW West Region):~~ The geographical service area, which may be subject to change, comprised of the following cities or unincorporated areas:

<del>Cypress</del>	<del>Los Alamitos</del>	<del>Stanton</del>
<del>Fountain Valley</del>	<del>Midway City</del>	<del>Sunset Beach</del>
<del>Garden Grove</del>	<del>Rossmore</del>	<del>Surfside</del>
<del>Huntington Beach</del>	<del>Seal Beach</del>	<del>Westminster</del>

3. DEFINITIONS

3.1 All Families: Cases with one (1) or more adults who are required to participate in WTW Activities.

3.2 All Other Families: An Assistance Unit that includes one (1) or two (2) aided parent(s) or caretaker(s), and does not meet the definition of a Two-Parent Family or Zero-Parent Family.

3.3 Appraisal: An individualized interview utilizing the Online CalWORKs Appraisal Tool (OCAT) conducted by Welfare-To Work (WTW) staff with the Participant to evaluate his/her skills, work history, education, and barriers to employment, to appropriately assign WTW Activities and arrange necessary Supportive Services.

3.4 Assistance Unit (AU): A family that has been determined eligible for CalWORKs.

3.5 Barriers to Employment: Circumstances that interfere with WTW participation, employment, or Job Services as defined in Subparagraph 4.7.4 below.

3.6 Behavioral Health Services (BHS): Services provided by Orange County Health Care Agency (HCA) staff for Participants in need of treatment for mental health and/or substance abuse issues which pose barriers to employment.

3.7 Cal-Learn: A program for pregnant and custodial teen parents under the age of 19 who have not obtained a high school diploma or equivalent and are receiving CalWORKs, that provides fiscal incentives and disincentives as well as needed supportive services and intensive case management to encourage

1 these pregnant/parenting teens to stay in or return to school and graduate.

2 3.8 CalWIN: ADMINISTRATOR's electronic data system that records  
3 Participant activities and progress, payments for Supportive Services, and  
4 CalWORKs eligibility determination.

5 3.9 CalWORKs: California Work Opportunity and Responsibility to Kids  
6 Act of 1997 as described in WIC Section 11200 et seq.

7 3.10 CalWORKs (Federal) Activities: WTW Activities outside of the  
8 CalWORKs (State) WTW 24-Month Time Clock that meet Federal work requirements  
9 and must conform to federal core and non-core hourly requirements as described  
10 in WIC Sections 11322.8(b) and 11322.85(a)(3).

11 3.11 CalWORKs (State) Activities: The full range of CalWORKs WTW  
12 activities during the CalWORKs (State) WTW 24-Month Time Clock with no core  
13 hourly requirement.

14 3.12 CalWORKs (State) WTW 24-Month Time Clock: A period of WTW  
15 eligibility applicable to all individuals who are required to participate in  
16 the CalWORKs/WTW program pursuant to State regulations. Months that count are  
17 cumulative during an individual's lifetime on CalWORKs assistance.

18 3.13 CalWORKs/WTW Case Manager (CM): An employee of ADMINISTRATOR or  
19 CONTRACTOR who provides Case Management Services to program Participants.

20 3.14 Case Management Staff: Employees of CONTRACTOR in the Case  
21 Manager or ~~Lead~~ Specialized Case Manager classification.

22 3.15 Caseload: The number of cases assigned to a CM.

23 3.16 Cause Determination: A process conducted between the Participant  
24 and the CM, to determine if a noncompliant Participant has good cause for  
25 failing or refusing to meet program requirements.

26 3.17 Child-Only Family: A CalWORKs AU in which all parents or  
27 caretaker relatives are non-aided and excluded or ineligible to CalWORKs.

28 3.18 Compliance Plan: A written plan developed by the CM during Cause

1 Determination, to correct Participant noncompliance with CalWORKs/WTW program  
2 requirements.

3 3.19 Core WTW Activities: Employment based activities described in WIC  
4 sections 11322.8(b) and 11322.85(a) (3). The following are the minimum number  
5 of hours a participant, depending on family composition, must spend each week  
6 participating in Core WTW Activities. Of the required weekly participation  
7 hours:

8 3.19.1 At least a minimum average of twenty (20) hours for single  
9 parents with a child under six (6) years old;

10 3.19.2 A minimum average of thirty (30) hours for single parents  
11 with no child under six (6) years old; or

12 3.19.3 A minimum average of thirty-five (35) hours for a Two-  
13 Parent AU.

14 3.20 COUNTY Policy: Orange County CalWORKs/WTW Policies and Procedures  
15 100 Series through 600 Series, and any other direction or instructions  
16 provided in writing by ADMINISTRATOR, including, but not limited to, emails  
17 and FSS Program Summaries as defined in Subparagraph 3.28 of Exhibit A.

18 3.21 Domestic Abuse Services: Services that assist CalWORKs applicants  
19 and recipients who disclose current or past existence of domestic abuse as the  
20 result of assaultive or coercive behavior that occurs within a domestic  
21 relationship including, but not limited to, physical, sexual and psychological  
22 abuse, economic control, stalking, isolation and threats.

23 3.22 Domestic Abuse Services Unit (DASU): Designated COUNTY staff, who  
24 provide domestic abuse services to CalWORKs clients.

25 3.23 Earned Income Tax Credit: A tax credit for employed individuals  
26 who have earned income under specified limits as outlined in the Department of  
27 the Treasury, Internal Revenue Service, Publication 596.

28 3.24 Employment Support Services: Services provided to Participants to



1 increase the likelihood of securing employment, retaining employment, and  
2 increasing income, thereby reducing assistance payments and recidivism, while  
3 promoting family stability and economic self-sufficiency.

4 3.25 Engagement: The process of ensuring a Participant has a signed WTW  
5 Plan and is assigned to appropriate WTW Activities.

6 3.26 Exemption: When a CalWORKs recipient is not required to  
7 participate in the WTW program due to certain condition(s) or  
8 circumstance(s).

9 3.27 Family Stabilization: Services designed to ensure a basic level of  
10 stability within a family when a Participant presents a crisis or  
11 destabilizing situation that impairs the Participant's ability prior to, or  
12 concurrently with, participation in WTW Activities. ~~prior to, or concurrently~~  
13 ~~with, participation in WTW Activities. ,with the goal of increasing client~~  
14 ~~success in light of the CalWORKs (State) WTW 24 Month Time Clock.~~

15 3.28 FSS Program Summary (ies): Monthly summary of updates, reminders,  
16 clarifications, and/or new information that may replace or enhance program,  
17 operational and computer information systems policies, procedures and/or  
18 guidelines.

19 3.29 Full-Time Employed: A Participant in All Other Families who works  
20 or is self-employed a minimum average of twenty (20) hours weekly for single  
21 parents with a child under six (6) years old, a minimum average of thirty (30)  
22 hours weekly for single parents with no child under six (6) years old, or a  
23 Participant in Two-Parent Families who works or is self-employed a minimum  
24 average of thirty-five (35) hours weekly.

25 3.30 Imaged Case Record: An electronic copy of the scanned case record.

26 3.31 Job Placement: Employment of a Participant who is earning at least  
27 minimum wage, as referenced in COUNTY Policy.

28 3.32 Manual of Policies and Procedures (MPP): The California Department

1 of Social Services (CDSS) Manual of Policies and Procedures that outlines  
2 requirements for the administration of CalWORKs/WTW and other assistance-  
3 related programs.

4 3.33 Multi-Disciplinary Team (MDT): A team of individuals with diverse  
5 expertise that meets to review case and family elements to optimize the WTW  
6 Activities. MDT members may consist of the following: CM, Facilitator, BHS  
7 staff, Public Health Nurse, educational providers, designated COUNTY staff,  
8 DASU staff, ADMINISTRATOR's Children and Family Services Division (CFS) Senior  
9 Social Worker, and all other relevant individuals per COUNTY Policy and/or as  
10 approved by ADMINISTRATOR.

11 3.34 Mutual Client: A client who has both an open or pending CalWORKs  
12 case and an open ~~or pending~~ CFS case.

13 3.35 Narrative: A record of contacts with the Participant and others.  
14 The record may include, among other information, component activities, pending  
15 and/or authorized Supportive Services, language needs, and cause  
16 determinations.

17 3.36 Noncompliance: A failure or refusal by the Participant to comply  
18 with WTW program requirements, or to meet satisfactory progress requirements,  
19 without good cause.

20 3.37 Non-core WTW Activities: Non-core WTW activities are education  
21 and self-improvement based, as described in WIC Sections 11322.8(b) and  
22 11322.85(a) (3). The Participant may supplement Core WTW Activities with Non-  
23 eCore WTW Activities for the additional number of hours needed to meet  
24 participation requirements specified in Subparagraph 6.2.3 of this Exhibit A.

25 3.38 Notice of Action: A written notice sent to CalWORKs recipients  
26 when there is an approval, change, discontinuance, or denial of request for  
27 services or benefits.

28 3.39 One-Stop Career Centers: Employment-based facilities which

1 integrate community based service providers into single workforce centers, in  
2 which COUNTY participates, which provide comprehensive career services and  
3 labor market information to Participants seeking jobs under various Federal  
4 and State funded programs. The centers are established statewide under S.B.  
5 1417 (Chapter 819, Statutes of 1994), to implement a collaborative system of  
6 employment, training and education programs and services, in support of  
7 California's economic development.

8 3.40 Online CalWORKs Appraisal Tool (OCAT): A web-based Appraisal tool  
9 used by all case managers statewide during the CalWORKs/WTW process to  
10 appraise clients for needs, barriers, strengths, and capacity to work. OCAT  
11 must be utilized for all Appraisals and Reappraisals.

12 3.41 Orange County CalWORKs Plan: A list of major program goals and  
13 objectives; and a description of major program elements which contribute to  
14 those goals and objectives.

15 3.42 Orientation: ~~Presentation informing applicants about the CalWORKs~~  
16 ~~and WTW Programs, benefits and responsibilities, Supportive Services and~~  
17 ~~transitional benefits~~ A presentation that is conducted either individually or  
18 in a group setting by another COUNTY contracted service provider during which  
19 Participants are informed about the CalWORKs Program, including information  
20 about cash aid, the WTW Program, Supportive Services, and other benefits  
21 available to them.

22 3.43 Participant: An individual who is required to participate, or has  
23 voluntarily enrolled, in the CalWORKs/WTW program pursuant to State  
24 regulations.

25 3.44 Participation Rates: Percentage of CONTRACTOR's caseload that  
26 meets the minimum participation requirements as established by the Orange  
27 COUNTY CalWORKs Plan. Until validated report data is available from  
28 ADMINISTRATOR's computer information system, a statistically representative

1 random sample of CONTRACTOR's caseload will be used to complete manual case  
2 reviews to determine CONTRACTOR's participation rate. It is mutually  
3 understood that the State requires COUNTY to conduct a review of cases to  
4 determine COUNTY's participation rate, and that the State determines which  
5 cases will be included in this review. Any cases assigned to CONTRACTOR that  
6 are included in the review directed by the State will be included as a subset  
7 of the sample of CONTRACTOR's cases.

8 3.45 Recipient: An individual who is receiving CalWORKs cash aid  
9 payments.

10 3.46 Refugees: Persons as defined in 8 USC 1101 (a) (42) (A). A refugee  
11 is a "person who is outside any country of such person's nationality or, in  
12 the case of a person having no nationality, is outside any country in which  
13 such persons habitually resided, and who is unable or unwilling to return to,  
14 and is unable or unwilling to avail himself or herself of the protection of,  
15 that country because of persecution or a well-founded fear of persecution on  
16 account of race, religion, nationality, membership of a particular social  
17 group, or political opinion." ~~Refugees must be at least eighteen (18) years of~~  
18 ~~age and not full-time students in primary or secondary schools.~~

19 3.47 Rights and Responsibilities: A form that includes an explanation  
20 of CalWORKs/WTW program Participant reporting responsibilities, and the  
21 Participant's right to a fair hearing if he/she is dissatisfied with any  
22 decision by COUNTY or CONTRACTOR concerning eligibility for benefits, amount  
23 of benefits, or entitlement to services, including employment services.

24 3.48 Sanction: A penalty consisting of a reduction in the AU grant by  
25 removing a noncompliant Participant from the AU. A sanction is imposed when  
26 the Participant fails or refuses, without good cause, to sign a WTW plan or  
27 participate in assigned WTW Activities.

28 3.49 Self-Initiated Program (SIP): An education or training program in

1 which the Participant has enrolled before or at the time he/she is initially  
2 required to participate in WTW Activities and prior to the Appraisal process,  
3 as defined in Subparagraph 4.4 of Exhibit A.

4 3.50 Senior Social Worker (SSW): An employee of ADMINISTRATOR who is  
5 responsible for an assigned caseload in CFS and/or ADMINISTRATOR's Family  
6 Self-Sufficiency Division (FSS).

7 3.51 Subsidized Employment: Employment in which a portion of the wage  
8 is paid through a government subsidy.

9 3.52 Supportive Services: Payments provided to or on behalf of  
10 Participants for ancillary, child care, and transportation expenses.

11 3.53 Team Decision Making (TDM): A team of individuals with diverse  
12 expertise that meets when requested by CFS staff. The goal of TDM is to  
13 involve family and community members, along with caregivers, service providers  
14 and agency staff in all decisions regarding child removal, placement and  
15 reunification, and to ensure a network of support for children and the adults  
16 who care for them.

17 3.54 Temporary Assistance for Needy Families (TANF): A Federal public  
18 assistance program known as CalWORKs in California, under which needy families  
19 receive financial assistance.

20 3.55 Two-Parent Family: An AU that includes two (2) aided non-disabled,  
21 natural or adoptive parents of the same aided or Supplemental Security  
22 Income/State Supplementary Program (SSI/SSP) minor child living in the home.

23 3.56 Unsubsidized Employment: Employment without government subsidy.

24 3.57 Vocational Assessment: An evaluation of employability and the need  
25 for support services considering work history, employment skills, knowledge  
26 and abilities, education, educational competency level, local labor market  
27 conditions, physical limitations, or mental conditions. Vocational  
28 Assessments are conducted through another COUNTY contracted service provider.

1           3.58 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act  
2 which requires non-exempt parents or caretakers in families on CalWORKs  
3 assistance to meet work requirements by participating in WTW Activities, with  
4 a goal of unsubsidized employment leading to self-sufficiency.

5           3.59 WTW Activities: Allowable activities to which the Participant may  
6 be assigned as specified in the WIC and the Orange County CalWORKs Plan.

7           3.60 WTW Plan: An agreement developed by the CM and Participant that  
8 specifies which activities the Participant shall engage in, and the Supportive  
9 Services to be provided that support participation in the assigned activities.

10          3.61 Work Participation Hours: The number of hours per week a  
11 Participant is required to engage in WTW Activities, based on State  
12 requirements.

13          3.62 Workforce Investment Act (WIA)/Workforce Innovation and  
14 Opportunity Act (WIOA): The Federal WIA of 1998 provides the framework for a  
15 national workforce preparation and employment system. Title I of WIA  
16 authorizes and funds a number of employment and training programs in  
17 California. Workforce investment activities authorized by WIA are provided at  
18 the local level via One-Stop Career Centers, to Participants in need of those  
19 services. These Participants may include job seekers, dislocated workers,  
20 youth, incumbent workers, new entrants to the workforce, veterans, persons  
21 with disabilities, and employers. The WIA's primary purpose is to provide  
22 workforce investment activities that increase the employment, retention, and  
23 earnings of Participants, and increase occupational skill attainment by  
24 Participants. WIA programs were reauthorized by the enactment of the Federal  
25 Workforce Innovation and Opportunity Act on July 22, 2014.

26          3.63 Zero Parent Family: A CalWORKs AU in which all parents/caretaker  
27 relatives are non-aided and/or ineligible.

28   4.    SERVICE DELIVERY MODEL

1 CONTRACTOR shall provide Case Management Services, as defined in  
2 Subparagraph 5.2 of this Exhibit A, directly, in accordance with all  
3 CalWORKs/WTW regulations, California legislation, and COUNTY Policy.  
4 CONTRACTOR shall provide services in the following sequence:

5 4.1 Orientation

6 Group Orientations shall be provided by another COUNTY contracted  
7 service provider. CONTRACTOR shall provide an Orientation to Participants on  
8 an individual basis, as needed. The Orientation shall consist of an overview  
9 of CalWORKs and WTW Programs, including benefits, responsibilities, Supportive  
10 Services, and transitional benefits, per COUNTY Policy.

11 4.2 Appraisal

12 CONTRACTOR shall conduct an individualized interview with the  
13 Participant utilizing OCAT to evaluate his/her skills, work history,  
14 education, and barriers to employment, to appropriately assign WTW Activities  
15 and arrange necessary Supportive Services. Participants who are required to  
16 participate in WTW are also required to participate in approved activities as  
17 specified in Subparagraph 4.7 of Exhibit A. CONTRACTOR shall record all  
18 Appraisals in OCAT. ADMINISTRATOR, in its sole discretion, may modify the  
19 terms of this Paragraph.

20 4.2.1 If the results of the Appraisal indicate that Participant  
21 may face barriers that impair his/her ability to participate in WTW  
22 Activities, CONTRACTOR shall immediately refer Participant to services as  
23 required by COUNTY Policy. Services may include, but are not limited to,  
24 Behavioral Health Services, Domestic Abuse Services, and Family Stabilization.

25 4.3 Job Services

26 4.3.1 CONTRACTOR shall assign Participants to Job Services per  
27 COUNTY Policy. Job Services is provided by a COUNTY contracted service  
28 provider and is typically the first WTW Activity for most Participants.

4.3.2 Exceptions include, but are not limited to:

4.3.2.1 Participants employed the required number of hours as set forth in Subparagraph 6.2.3 of Exhibit A;

4.3.2.2 Participants in the Cal-Learn Program as defined in COUNTY Policy;

4.3.2.3 Victims of domestic abuse;

4.3.2.4 Participants in a Self-Initiated Program (SIP).

4.3.2.5 Participants referred to special programs, such as those offered by the State of California Department of Rehabilitation.

#### 4.4 Self-Initiated Programs

4.4.1 SIP Participants will be referred to the CM to develop a WTW Plan, as described in Subparagraph 4.6 of Exhibit A. CONTRACTOR shall review each education or training program in which a Participant was enrolled prior to the date of Appraisal, as defined in Subparagraph 4.2 of Exhibit A.

4.4.1.1 CONTRACTOR, with ADMINISTRATOR's approval when appropriate, shall:

4.4.1.1.1 Approve or deny the SIP according to WTW Program requirements.

4.4.1.1.2 Monitor the required number of hours as set forth in Subparagraph 4.4.2 of Exhibit A.

4.4.1.1.3 Monitor attendance of Participants, satisfactory progress in their approved SIPs, and ensure their rapid transition to employment when they have completed those programs.

4.4.2 CONTRACTOR shall ensure Participants enrolled in an education/training program resulting in less than the required number of weekly hours per Subparagraph 6.2.3 of Exhibit A, are participating in concurrent WTW Activities which, when combined with the education/training



1 program, result in the required number of weekly hours per Subparagraph 6.2.3  
2 of Exhibit A.

3 4.4.3 CONTRACTOR shall ensure that in a two (2)-parent  
4 household, consisting of two (2) SIPs, each shall participate at the minimum  
5 of 30 hours per week in allowable hours. ~~both parents are participating in~~  
6 ~~WTW Activities according to COUNTY Policy.~~

7 4.4.4 CONTRACTOR shall use the vocational goal in lieu of the  
8 Vocational Assessment in developing the WTW Plan. Participants enrolled in a  
9 SIP may not have received a Vocational Assessment as described in Subparagraph  
10 4.5 of Exhibit A.

11 4.5 Vocational Assessment and Learning Disability Evaluation

12 4.5.1 CONTRACTOR shall refer Participant(s) to Vocational  
13 Assessment per COUNTY Policy. Assessments are conducted by another COUNTY  
14 contracted service provider. ~~A Vocational Assessment is not completed for~~  
15 ~~individuals who are fully employed and/or SIP participants.~~

16 4.5.2 CONTRACTOR shall refer Participant(s) for a Learning  
17 Disability Evaluation (LDE) when the CM administers a learning disability  
18 screening that results in evidence of a learning disability.

19 4.5.2.1 The WTW Plan shall include appropriate  
20 accommodations for an identified learning disability (ies); CONTRACTOR shall  
21 take into account the agreement and cooperation of the Participant.

22 4.6 Welfare-To-Work Plan

23 CONTRACTOR shall develop a WTW Plan with Participants required to  
24 participate in WTW Activities in accordance with COUNTY Policy. Participant's  
25 individual needs, employment goal and the result of the Vocational Assessment  
26 as described in Subparagraph 4.5 shall be utilized to determine the type of  
27 services and order in which they are offered. WTW Activities shall be selected  
28 from the approved activities listed in Subparagraph 4.7 of Exhibit A. The WTW

1 Plan shall include the allowable WTW Activities for the required number of  
2 hours to move the Participant into employment, per Subparagraph 6.2.3 of  
3 Exhibit A. Concurrent WTW Activities may be needed to meet required  
4 participation hours.

5 4.6.1 CONTRACTOR shall:

6 4.6.1.1 Initiate monitoring Participant's  
7 compliance in WTW Activities immediately upon transfer of the case to  
8 CONTRACTOR.

9 4.6.1.2 Complete a written WTW Plan, signed by the  
10 Participant, within specified timeframes, in accordance with COUNTY Policy.

11 4.6.1.3 Engage in timely, appropriate, and ongoing  
12 communication with designated COUNTY staff, provide designated COUNTY staff  
13 with a copy of the signed WTW Plan, review the WTW Plan with designated COUNTY  
14 staff, notify designated COUNTY staff of any changes or problems, and request  
15 assistance as needed.

16 4.7 WTW Activities

17 CONTRACTOR shall refer Participants to WTW Activities per COUNTY  
18 Policy. Participants who are required to participate in WTW are also required  
19 to participate continuously per COUNTY Policy. Failure of a Participant to  
20 comply with WTW Program requirements may result in a reduction or loss of  
21 CalWORKs benefits. Core WTW Activities for CalWORKs (Federal) Activities  
22 outside of the CalWORKs (State) WTW 24-Month Time Clock are employment based.  
23 Non-core WTW Activities for CalWORKs (Federal) Activities outside of the  
24 CalWORKs (State) WTW 24-Month Time Clock are based on education and employment  
25 preparation. ~~self-improvement~~ CONTRACTOR shall assign the required number of  
26 hours of ~~core~~ Core WTW Activities and Non-core WTW Activities ~~non-core~~  
27 ~~activities~~ per COUNTY Policy. WTW Activities are offered to ensure  
28 Participants' access to services that will facilitate and expedite their

1 ability to become self-sufficient. Allowable WTW Activities include:

2 4.7.1 Adult Basic Education

3 Adult Basic Education is provided by local public  
4 educational agencies such as adult education programs, community colleges, and  
5 the Regional Occupational Program (ROP). These services include reading,  
6 writing, arithmetic, high school proficiency or General Educational  
7 Development (GED) certificate of instruction, and English-as-a-Second-Language  
8 (ESL). Adult Basic Education is typically not a stand-alone activity and  
9 should be assigned in conjunction with another approved WTW Activity or  
10 Activities, with the noted exceptions of recommendation from the Vocational  
11 Assessment to address language barriers or for WTW exempt or volunteer  
12 Participants.

13 4.7.2 Community Service

14 ~~Community Service is a training activity that is~~  
15 ~~temporary and transitional, and performed in the public or private non-profit~~  
16 ~~sector under close supervision. This activity provides Participants with job~~  
17 ~~skills that can lead to employment while also meeting a community need.~~

18 4.7.3 Employment

19 Employment may be unsubsidized and/or subsidized from  
20 either the public or private sector. Self-employment shall be income  
21 producing and equal to at least the Federal minimum wage requirements for  
22 hours worked, based on the Participant's net gross income.

23 4.7.4 Job Services

24 Job Services are provided in accordance with Subparagraph  
25 4.3 of Exhibit A and consist of up to a maximum of six weeks in a twelve-month  
26 period, with no more than four consecutive weeks of the following services:

27 4.7.4.1 Training sessions in which Participants learn  
28 various job search skills including interviewing skills, completing job

1 applications, preparing résumés, and understanding employer expectations, as  
2 well as participating in motivational activities;

3 4.7.4.2 Active job search in which Participants seek  
4 employment with the assistance of an employment counselor; and

5 4.7.4.3 Employment counseling which focuses on  
6 obtaining a job and maintaining employment.

7 4.7.5 HCA Behavioral Health Services (BHS)

8 Mental health and substance abuse services are provided  
9 by County of Orange Health Care Agency (HCA). CONTRACTOR shall offer the  
10 Behavioral Health Questionnaire provided by ADMINISTRATOR, if COUNTY staff has  
11 not or if there is an identified need subsequent to any prior offerings.  
12 CONTRACTOR will also complete a referral for BHS, when appropriate, per COUNTY  
13 Policy.

14 4.7.5.1 Services provided by HCA include:

15 4.7.5.1.1 Evaluation to identify the level  
16 of Participant's mental health, treatment, and rehabilitation needs;

17 4.7.5.1.2 Case Management of mental health  
18 or substance abuse services; and

19 4.7.5.1.3 Treatment and rehabilitation  
20 services with a focus on counseling to overcome barriers to obtaining and  
21 retaining employment in coordination with a Participant's WTW Plan.

22 4.7.5.2 Hours spent in mental health and/or  
23 substance abuse treatment activities, assigned as part of the Participant's  
24 WTW Plan, shall count towards hourly participation requirements as set forth  
25 in Subparagraph 6.2.3 of Exhibit A.

26 4.7.6 Domestic Abuse Services

27 CONTRACTOR shall offer a referral to DASU if domestic  
28 abuse is suspected, or if a Participant self-discloses that she/he is a victim

1 of domestic abuse. WTW Activities are assigned, on a case-by-case basis,  
2 according to the level of assessed risk and other pertinent case information,  
3 including the individual's employment history, prospects for obtaining  
4 employment, housing stability, and adequacy of child care arrangements.

5 4.7.7 Family Stabilization

6 CONTRACTOR shall offer a referral ~~to designated COUNTY~~  
7 ~~staff~~ for Family Stabilization services for an evaluation when a Participant  
8 presents with a crisis or destabilizing situation that impairs the  
9 Participant's ability to participate in WTW Activities. Services may include,  
10 but are not limited to, intensive case management and additional barrier-  
11 removal services and activities, such as, ~~Services will include,~~ but not be  
12 limited to, homelessness, mental health, substance abuse, and domestic  
13 violence. These short-term services are available to assist individuals who  
14 are experiencing a crisis or situation that destabilizes the family and  
15 impairs the Participant's ability to meet WTW participation requirements.

16 4.7.8 On-the-Job Training (OJT)

17 OJT is subsidized employment in which a Participant  
18 receives job skills training from a public or private sector employer. At the  
19 end of this training, it is expected that the employer will retain the  
20 Participant.

21 4.7.9 Vocational Training and Education

22 Vocational Training and Education is provided by various  
23 community partners and includes training in specific job skills combining  
24 classroom theory with practical laboratory exercises. This activity is  
25 allowable as a eCore WTW ~~a~~ Activity for CalWORKs (Federal) activities outside  
26 of the CalWORKs (State) WTW 24-Month Time Clock with time limits according to  
27 CalWORKs regulations. Participants are responsible for providing  
28 documentation of satisfactory progress from the Vocational Education or

1 Training provider.

2 4.7.10 Work Experience

3 Work Experience is a WTW Activity with a public or  
4 private nonprofit agency or for-profit employer which provides the Participant  
5 with basic job skills, enhances existing job skills in a position related to  
6 the Participant's experience, or provides a needed community service that will  
7 lead to employment.

8 4.7.11 Work Study

9 Work Study may be available to qualified students at  
10 local community colleges and universities. This activity is used primarily to  
11 supplement participation hours spent in Vocational Training and Education  
12 activities, especially for Participants in SIPs.

13 4.7.12 Independent Job Search (IJS)

14 IJS can be considered a primary or concurrent WTW  
15 Activity. IJS is intended for Participants who are job ready, have experience  
16 interviewing, have previous work experience in their career, and can  
17 independently search and apply for job openings. Participants in IJS,  
18 independently search for job openings and complete an assigned number of  
19 employer contacts and job applications each day. Participation in IJS counts  
20 towards the Job Search and Job Readiness Assistance (JSR) time limits in  
21 accordance with CalWORKs/WTW program requirements and COUNTY Policy.

22 4.7.13 Other Activities

23 Activities deemed necessary to assist the Participant in  
24 obtaining and/or maintaining employment, which include, but are not limited  
25 to, WTW bridging activities, literacy programs, child abuse prevention  
26 services, parenting skills training, mentoring services, and parental  
27 participation required by a school to ensure a child's attendance. Any  
28 activity falling under this classification shall be approved in advance by

1 ADMINISTRATOR.

2 ~~CONTRACTOR shall assign Participants to Interim Job~~  
3 ~~Search (IJS) or other appropriate activities, if the assigned WTW Activity(s)~~  
4 ~~is not immediately available, and will not start for seven (7) calendar days~~  
5 ~~or more, until the planned activity is available. IJS is intended to be~~  
6 ~~short term, pending the start of another activity or employment.~~

7 4.8 Specialized Case Management

8 CONTRACTOR will provide intensive Case Management  
9 Services utilizing staff with specialized skills in order to meet specific and  
10 critical Participant needs. Specialized Case Management Services may include,  
11 but not be limited to, the following:

12 4.8.1 Cal-Learn

13 The Specialized CM will provide Cal-Learn Case Management  
14 Services; monitor progress in school; determine exemptions, deferrals, and  
15 good cause; complete monthly contact with the Cal-Learn Participant; and  
16 determine bonus or sanction based on the Cal-Learn Participant's educational  
17 plan. The Specialized CM will collaborate with the Health Care Agency Senior  
18 Social Worker (SSW).

19 4.8.2 Domestic Abuse Services

20 The Specialized CM will provide Domestic Abuse Case  
21 Management Services when domestic abuse is suspected, or if a Participant  
22 self-discloses that she/he is a victim of domestic abuse. Domestic Abuse  
23 Services are assigned according to the level of assessed risk and other  
24 pertinent case information, including the individual's employment history,  
25 prospects for obtaining employment, housing stability, and adequacy of child  
26 care arrangements. The Specialized CM will collaborate with the Domestic Abuse  
27 Services Unit (DASU) SSW to determine and evaluate the individual's ability to  
28 participate and develop a modified WTW Plan.

#### 4.8.3 Family Stabilization

The Specialized CM will provide Family Stabilization Case Management Services when the Participant presents with a crisis or destabilizing situation that impairs the Participant's ability to participate in WTW Activities. Services will include, but not be limited to, homelessness, mental health, substance abuse, and domestic violence. The specialized CM will work closely with Participants to evaluate the extent of the family's crisis or situation in order to provide appropriate and timely services and/or referrals to available County and community-based resources.

#### 4.8.4 Mutual Client

When a verified open Children and Family Services (CFS) case is identified, the specialized CM shall collaborate with the CFS SSW to ensure coordination, development and support of the WTW Plan and the CFS case plan. Time spent at court-mandated appearances or CFS activities shall count toward hourly participation requirements as set forth in Subparagraph 6.2.3 of Exhibit A.

#### 4.8.5 Linkages

CONTRACTOR will comply with local initiatives for the collaborative process of serving mutual clients who have both an open CFS case and an open or pending CalWORKs case as set described in Subparagraph 4.8.4 of Exhibit A.

#### 4.9 Reappraisal

After completion of WTW Activities, if the Participant has not obtained unsubsidized employment, CONTRACTOR shall conduct a Reappraisal utilizing OCAT and develop a new WTW Plan in accordance with Subparagraph 4.6 of Exhibit A. The Reappraisal shall evaluate whether there are extenuating circumstances that prevent the Participant from obtaining employment within the local labor market area. CONTRACTOR shall record all Reappraisals in



1 OCAT. ADMINISTRATOR, in its sole discretion, may modify the terms of this  
2 Paragraph.

3  
4 5. PROVISION OF SERVICES

5 WTW is a cooperative team effort involving COUNTY and COUNTY contracted  
6 service providers. The goal of WTW is to assist Participants in overcoming  
7 barriers, and achieving and/or maintaining stable employment and economic  
8 self-sufficiency. CONTRACTOR shall ensure that the delivery of Case  
9 Management Services is based on the following, and in accordance with all  
10 CalWORKs WTW regulations, COUNTY policies and procedures, and forms:

11 5.1 Principles

12 CONTRACTOR shall:

13 5.1.1 Actively engage Participants to maintain required WTW  
14 Program participation.

15 5.1.2 Identify barriers relating to employment and WTW Program  
16 participation including but not limited to those relating to mental health,  
17 substance abuse issues and domestic abuse, and provide Participants the  
18 appropriate referrals; ~~mental health and/or substance abuse issues and provide~~  
19 ~~Participants the appropriate referral~~

20 5.1.3 Ensure Participants with a limited English vocabulary are  
21 placed in an environment that will facilitate their development of self-  
22 sufficiency; ~~the English language~~

23 5.1.4 Refer Participants to needed services and follow-up to  
24 ensure that the referral was successful outcomes;

25 5.1.5 Maximize opportunities to provide integrated, coordinated  
26 and easily accessible resources for Participants;

27 5.1.6 Identify/Provide family-friendly and family-centered  
28 services;

1           5.1.7 Identify/Provide community-based and integrated services  
2 that coordinate Federal, State and community funding opportunities;

3           5.1.8 Identify Participant's strengths, utilizing motivational  
4 and strength-based techniques; and

5           5.1.9 Ensure services are outcome-driven and identify indicators  
6 that accurately reflect progress towards contract deliverables as set forth in  
7 Subparagraph 7.1 of Exhibit A.

8           5.2 Case Management Services

9           CONTRACTOR shall comply with all existing and any new Federal  
10 and/or State regulations impacting the services provided under this Agreement.  
11 CONTRACTOR shall have a full understanding of Federal Work Participation Rates  
12 and requirements and an awareness of the impacts to the County related to non-  
13 compliance with such mandates.

14           The Contractor shall provide the following Case Management  
15 Services, utilizing its own staff, in accordance with all CalWORKs WTW  
16 regulations, COUNTY policies and procedures, and forms:

17           5.2.1 Work directly with Participant(s) to identify the  
18 Participant's education, work experience, and vocational skills;

19           5.2.2 Determine the appropriate means for the Participant to  
20 obtain employment;

21           5.2.3 Assist Participants in obtaining employment and removing  
22 barriers that may prevent them from achieving or maintaining economic self-  
23 sufficiency;

24           5.2.4 Identify/Utilize services to assist Participants in  
25 overcoming barriers to self-sufficiency, in addition to those offered by other  
26 service providers, community-based organizations or faith-based organizations  
27 to which CONTRACTOR may refer the Participant. Services may include, but are  
28 not limited to the following:

5.2.4.1 Workforce Investment Boards (WIB)

When appropriate, CONTRACTOR shall refer the Participant to job training programs offered under the ~~Workforce Investment Act~~ Federal Workforce Innovation and Opportunity Act of 2014 (WIOA) as described in Subparagraph 3.62 of Exhibit A. COUNTY, the City of Santa Ana, and the City of Anaheim WIBs currently administer these programs.

5.2.4.2 Community Colleges, Adult Education and Regional Occupational Programs

Community colleges, adult education and ROPs offer an extensive array of short-term vocational training and educational programs that lead to employment.

5.2.4.3 Social Security Income (SSI) Advocacy

When appropriate, CONTRACTOR shall refer to SSI Advocacy services those individuals who have been determined to be exempt from WTW participation due to a permanent and/or chronic disability. These services are designed to assist individuals through the SSI application process and are provided by another COUNTY contracted service provider.

5.2.4.4 Housing Support Program

When appropriate, CONTRACTOR shall refer CalWORKs eligible homeless families to Housing Support Program services. These services address the needs of CalWORKs eligible homeless families by providing rental assistance that will allow them to quickly move into stable housing, and are provided by another COUNTY contracted service provider.

5.2.4.5 Job Fairs

When appropriate, CONTRACTOR will work in partnership with WIBs, employers, other COUNTY contracted service providers, and various COUNTY agencies to participate in Job Fairs.

5.2.5 Develop a WTW Plan with Participants;

1           5.2.6 Ascertain that Supportive Services are in place in  
2 accordance with Subparagraph 5.5 of Exhibit A;

3           5.2.7 Provide efficient and prompt service to Participants, as  
4 specified in Subparagraphs 5.3.2 and 5.3.4 of Exhibit A;

5           5.2.8 Identify barriers to employment and evaluate the need for  
6 referrals to other service providers;

7           5.2.9 ~~Provide job placement services;~~

8           5.2.10 Make referrals to local service providers to obtain job  
9 placement services;

10          5.2.11 Monitor and document the Participant's attendance and  
11 progress per COUNTY Policy.

12          5.2.12 Enter and maintain accurate information into CalWIN,  
13 including Participants' hours of participation;

14          5.2.13 Ensure Participant is engaged in WTW Activities as  
15 specified in Subparagraph 4.7 of Exhibit A;

16          5.2.14 Be cognizant of CalWORKs eligibility requirements,  
17 including school attendance and immunization requirements for the  
18 Participant's children;

19          5.2.15 Conduct home visits as necessary to ensure success of the  
20 Participant's WTW Plan;

21          5.2.16 Utilize case management and outreach to engage  
22 noncompliant or sanctioned Participants per COUNTY Policy;

23          5.2.17 Facilitate and/or participate in outreach activities that  
24 the Participant and his/her family may benefit from;

25          5.2.18 Identify Mutual Clients with the CFS Division of SSA,  
26 participate in Multidisciplinary Team (MDT) meetings and/or Team Decision  
27 Making (TDM) meetings, communicate with the CFS Senior Social Worker (SSW),  
28 and develop a coordinated service plan;

1           5.2.19 Initiate, coordinate, and/or attend MDT meetings to  
2 address client WTW participation and cooperation, and assist with any family  
3 needs that impede participation in WTW Activities.

4           5.2.20 Attend TDM meetings and provide services as requested by  
5 CFS. The focus of the TDM meeting is to preserve the family and provide for  
6 the child's safety and well-being. The goal of CFS TDM Meetings is to involve  
7 family and community members, along with caregivers, service providers and  
8 Agency staff in decisions regarding CFS issues such as child removal,  
9 placement and reunification, and to ensure a network of support for vulnerable  
10 children and the adults who care for them.

11           5.2.21 Attend all mandated trainings/meetings as requested by  
12 ADMINISTRATOR;

13           5.2.22 Comply with all new Federal and/or State regulations  
14 impacting the services provided under this Agreement; and

15           5.2.23 Track, monitor, and document the Participant's CalWORKs  
16 (State) WTW 24-Month Time Clock per COUNTY Policy.

17           5.3 Communication

18           5.3.1 Ongoing Case Management Services

19                           Communication is essential to Participants' success in  
20 achieving and maintaining economic self-sufficiency. CONTRACTOR shall  
21 communicate with ADMINISTRATOR and service providers as needed and per COUNTY  
22 Policy. Frequency of communication will depend on the individual case and  
23 specific service needs and/or plan.

24           CONTRACTOR shall:

25                           5.3.1.1 Complete follow-up communication within seven  
26 (7) working days after the initial referral to a service provider, to ensure  
27 the referral was successful;

28                           5.3.1.2 Document written and verbal communication per

COUNTY Policy:

5.3.1.3 ~~Provide timely written communication to share case information or changes with other COUNTY and/or contracted service providers; in a timely manner~~

5.3.1.4 Maintain communication with designated COUNTY staff to ensure a common understanding of family circumstances and to facilitate timely issuance of Supportive Services;

5.3.1.5 Provide and maintain timely communication with other COUNTY and/or contracted service providers;

5.3.1.6 Maintain regular contact with all Participants to ensure all contacts motivate and counsel Participants in the benefits of ongoing participation in WTW Activities and economic self-sufficiency. ~~per COUNTY Policy~~. Contacts include, but are not limited to:

5.3.1.1.1 Face-to-face at CONTRACTOR's office.

5.3.1.1.2 Home/site visits with Participants.

5.3.1.1.3 Letters/correspondence,

5.3.1.1.4 Telephone contact,

5.3.1.1.5 Gathering information needed to confirm WTW participation,

5.3.6.1.6 Inquiring as to needs, and/or

5.3.1.1.7 Addressing and resolving identified Participant issues.

5.3.2 Initial Contact with Participants

CONTRACTOR shall schedule ~~an~~ the WTW Orientation and/or initial face-to-face interview with the Participant within ~~ten (10) calendar days~~ three (3) business days of receipt of the case from ADMINISTRATOR.

1 ~~CONTRACTOR shall conduct this initial within thirty (30) calendar days of~~  
2 ~~receipt of the case from ADMINISTRATOR.~~ It is mutually understood that the WTW  
3 Orientation is conducted by another COUNTY contracted service provider.  
4 CONTRACTOR shall ensure the WTW Orientation and/or initial face-to-face  
5 interview with the Participant is completed within five (5) days from contact  
6 or correspondence with the participant. If the Participant is working full-time  
7 or enrolled in an education or training program, CONTRACTOR shall schedule an  
8 interview time and place that does not interfere with the Participant's  
9 activity. CONTRACTOR shall adhere to COUNTY Policy.

11 5.3.3 CONTRACTOR shall provide services during the initial  
12 interview which include but are not limited to the following:

13 5.3.3.1 Motivation and encouragement to facilitate  
14 WTW participation that will result in employment and self-sufficiency;

15 5.3.3.2 Evaluation of the Participant's monthly  
16 budget, and assistance to prepare one, if appropriate;

17 5.3.3.3 Information regarding the Participant's  
18 rights and responsibilities, including good cause, compliance, grievance, and  
19 appeals processes;

20 5.3.3.4 Information regarding the effects of  
21 employment on the Participant's CalWORKs grant, CalFresh, and Medi-Cal  
22 benefits per COUNTY Policy;

23 5.3.3.5 A discussion of job progression to assist  
24 the Participant in understanding that his/her first job may not be ideal but  
25 can be a stepping stone to a better job;

26 5.3.3.6 An evaluation of the Participant's need  
27 for Supportive Services that will assist and/or enhance his/her ability to  
28 obtain and retain employment, and an explanation of available Supportive

1 Services; and

2 5.3.3.7 A discussion of the CalWORKs (State) WTW  
3 24-Month Time Clock per COUNTY Policy.

4 5.3.4 Frequency of Contacts

5 5.3.4.1 CONTRACTOR shall make Monthly contacts ~~shall~~  
6 ~~be made on every case~~ with Participants to build rapport and monitor required  
7 participation per COUNTY Policy.

8 5.3.4.2 Specialized Case Management may require more  
9 frequent contact to address specific barriers and service needs.

10 5.3.4.3 CONTRACTOR shall document monthly contacts  
11 and collaborate with COUNTY staff per COUNTY Policy.

12 5.4 Development of the Welfare-to-Work Plan

13 5.4.1 CONTRACTOR shall work with each Participant to develop and  
14 document an employment goal and WTW Plan per COUNTY Policy.

15 5.4.2 Activities in the WTW Plan shall not interfere with  
16 obligations, such as mandated counseling, court appearances, or CFS  
17 requirements, and shall be practical and achievable by the Participant.

18 5.4.3 CONTRACTOR shall coordinate development of the WTW Plan  
19 with CFS in situations where the Participant is a Mutual Client. Time spent  
20 at court-mandated appearances or CFS activities shall count toward hourly  
21 participation requirements as set forth in Subparagraph 6.2.3 of Exhibit A.

22 5.4.4 CONTRACTOR shall develop the WTW Plan to include  
23 participation requirements per COUNTY Policy. Participation requirements may  
24 be modified pursuant to changes in CalWORKs WTW regulations. Current  
25 participation requirements are as defined in Subparagraph 6.2.3 of Exhibit A.

26 5.4.5 The WTW Plan shall be developed in collaboration with the  
27 Participant, and consider and evaluate the following:

28 5.4.5.1 Vocational Assessment results;



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5.4.5.2 Utilization of family strengths;  
5.4.5.3 Skills and abilities;  
5.4.5.4 Educational background;  
5.4.5.5 Employment history;  
5.4.5.6 Physical and/or mental health limitations;  
5.4.5.7 Family issues, such as housing, transportation, child care, and domestic abuse;

5.4.5.8 Child Welfare Services case plan requirements;

5.4.5.9 Long-term and short-term employment goals and desires;

5.4.5.10 Identification of perceived barriers specific to the Participant’s circumstances that, if not addressed, could hinder his/her participation in the WTW Program; and

5.4.5.11 Identification of WTW Activities that will facilitate and expedite the Participant’s ability to become self-sufficient. These activities shall be selected from those identified in Subparagraph 4.7 of Exhibit A, unless ADMINISTRATOR notifies CONTRACTOR of additional approved activities.

5.4.6 CONTRACTOR shall obtain the Participant’s signature upon completion of development of the WTW Plan, ensure that he/she understands that CONTRACTOR is available for assistance in all WTW matters, and provide a copy of the completed and signed WTW Plan to the Participant. CONTRACTOR shall also ensure the Participant understands all aspects of the plan, including the following:

5.4.6.1 Program expectations and requirements;  
5.4.6.2 WTW Activities and referrals including start date, time, place, and contact person(s);

1                   5.4.6.3       Supportive       Services       available       to  
2       facilitate full participation in approved WTW Activities; and

3                   5.4.6.4       Available Employment Support Services.

4                   5.4.7       CONTRACTOR shall enter the WTW Plan and WTW Activities  
5       into CalWIN and establish controls for progress reviews and subsequent WTW  
6       Activities.

7                   5.5       Supportive Services

8                   CONTRACTOR shall identify and explain available Supportive  
9       Services to Participants. ADMINISTRATOR determines eligibility to, and issues  
10      payment for, Supportive Services based on referrals made by CONTRACTOR.  
11      Supportive Services are defined as payments provided to or on behalf of  
12      Participants for ancillary, child care, and transportation expenses necessary  
13      to participate in assigned WTW Activities. This process shall include  
14      identification of barriers specific to a Participant's circumstances that if  
15      not addressed could hinder participation in the WTW Program.

16                  CONTRACTOR shall:

17                  5.5.1       Identify barriers that may hinder an individual's  
18      participation in assigned WTW Activities, complete a Supportive Services  
19      referral per COUNTY Policy, and forward it to the designated COUNTY staff.

20                  5.5.2       Maintain contact with the designated COUNTY staff for  
21      follow-up regarding progress of the referral and offer assistance as needed.  
22      Follow-up with the Participant is also required to ensure that his/her needs  
23      have been addressed. CONTRACTOR shall maintain regular contact with the  
24      Participant to address barriers identified subsequent to the referral that may  
25      hinder participation. Information and actions related to Supportive Services  
26      shall be clearly documented in the case record.

27                  5.6       Employment Support Services

28                  CONTRACTOR shall evaluate the Participant's need for Employment

1 Support Services, and as appropriate, refer and schedule appointments for  
2 services which addresses needs that, if not addressed, could hinder the  
3 Participant's participation in WTW Activities. Employment Support Services  
4 are provided by another COUNTY contracted service providers.

5 5.7 Monitoring Participation

6 CONTRACTOR shall continuously monitor the Participant's WTW  
7 participation hours. This includes identifying and documenting participation  
8 during monthly contacts and documenting reasons for deficient hours of  
9 participation, at a minimum of once per month.

10 5.8 Noncompliance

11 CONTRACTOR shall engage all noncompliant Participants and motivate  
12 them to resume WTW Activities using case management and outreach, per COUNTY  
13 Policy. Failure of a Participant to comply with CalWORKs/WTW program  
14 requirements may result in a reduction or loss of CalWORKs benefits.

15 5.8.1 Cause Determination:

16 CONTRACTOR shall take immediate action if a Participant  
17 fails or refuses to comply with WTW program requirements or fails to meet  
18 satisfactory progress requirements without good cause. Participants who do  
19 not meet required participation hours in assigned WTW Activities, or refuse to  
20 participate, are provided an opportunity to explain non-cooperation through a  
21 formal Cause Determination and Compliance Process, which is conducted in  
22 accordance with COUNTY Policy. CONTRACTOR shall determine, per COUNTY Policy,  
23 if the Participant has good cause for noncompliance with WTW requirements. If  
24 good cause is found, CONTRACTOR shall inform the designated COUNTY staff per  
25 COUNTY Policy. CONTRACTOR shall determine if issues causing noncompliance  
26 have been resolved and if the Participant can resume participation without  
27 further action.

28 5.8.2 Sanction:

1                    If CONTRACTOR determines that the Participant continues  
2 to be noncompliant, CONTRACTOR shall take the following steps to recommend a  
3 financial sanction:

4                    5.8.2.1        Refer the case to designated COUNTY staff for  
5 review and approval prior to taking action that adversely impacts the  
6 Participant's CalWORKs grant.

7                    5.8.2.2        Notify the designated COUNTY staff that the  
8 client is noncompliant so that eligibility to ongoing Supportive Services may  
9 be evaluated.

10                   5.8.2.3        Communicate with the designated COUNTY staff  
11 regarding all noncompliance actions taken per COUNTY Policy.

12                   5.8.2.4        Document all actions taken per COUNTY Policy.

13                   CONTRACTOR shall provide case management and appropriate  
14 services for ~~sanctioned clients~~ Participants until COUNTY staff impose a  
15 sanction. CONTRACTOR shall communicate with the designated COUNTY staff  
16 regarding all sanction actions. The designated COUNTY staff shall impose  
17 and/or rescind financial sanctions, and issue related Notices of Action (NOA).

18                   5.8.2.5        Upon learning that the Participant has been  
19 removed from the Assistance Unit (AU), CONTRACTOR shall coordinate necessary  
20 case actions per COUNTY Policy and procedures with the designated COUNTY  
21 staff. CONTRACTOR shall make appropriate referrals for Employment Support  
22 Services, per COUNTY Policy and procedures.

23                   5.9        Termination of WTW Participation (Other than for Sanctions)

24                   5.9.1        If the Participant meets a criterion for exemption from  
25 participation, CONTRACTOR shall obtain necessary documentation to support the  
26 exemption, and, if appropriate, recommend that the designated COUNTY staff  
27 grant the exemption.

28                   5.9.2        CONTRACTOR shall explore with the Participant whether

1 he/she wants to voluntarily participate in WTW Activities and provide  
2 information on available services to encourage participation. If so,  
3 CONTRACTOR shall change the Participant's status in CalWIN from mandatory to  
4 voluntary and evaluate the need for a new WTW Plan and/or Supportive Services.

5 5.9.3 Upon learning that the Participant's CalWORKs case has  
6 been closed, or that the Participant has been removed from the Assistance Unit  
7 (AU), CONTRACTOR shall coordinate necessary case actions per COUNTY Policy and  
8 procedures with the designated COUNTY staff. CONTRACTOR shall make  
9 appropriate referrals for Employment Support Services, per COUNTY Policy and  
10 procedures. CONTRACTOR shall comply with COUNTY Policy when closing  
11 Participant case records.

12 5.10 Case Narratives

13 5.10.1 Narration is a vital part of the case record, and as such  
14 CONTRACTOR shall accurately maintain and update the case narrative per COUNTY  
15 Policy. Case narratives must be completed whenever action is taken by any WTW  
16 staff person associated with the file case. All entries by CONTRACTOR are to  
17 be signed, dated, legible, and entered into the case record in a format  
18 approved by ADMINISTRATOR.

19 5.10.2 Case narratives shall include, but are not limited to, the  
20 following items:

21 5.10.2.1 Date case is received;

22 5.10.2.2 Current status of the case, including  
23 assessment of service needs, actions taken, and status of referrals;

24 5.10.2.3 Date, reason, and type of contact for all  
25 communication, including required monthly contact(s);

26 5.10.2.4 Overall plan of Participant contact(s),  
27 outcomes, and follow-up dates WTW Activities arranged during contact(s);

28 5.10.2.5 Required weekly participation hours;

1 5.10.2.6 Complete and accurate description of the  
2 case activity;

3 5.10.2.7 Issues related to the Participant's WTW  
4 participation;

5 5.10.2.8 Identification of any missing information;  
6 and

7 5.10.2.9 Closing narratives shall include date and  
8 reason for the case being closed and/or transferred, pending and/or incomplete  
9 actions and reasons.

10 5.11 ADMINISTRATOR, in its sole discretion, may require changes to the  
11 provisions of this Paragraph 5, in accordance with any changes in caseload  
12 size, funding, law, State regulations or COUNTY Policy.

13 6. PERFORMANCE REQUIREMENTS

14 6.1 Outcome Goals Objectives

15 6.1.1 CONTRACTOR shall meet the following outcome goals  
16 objectives:

17 6.1.1.1 Ensure that ~~at least seventy-five percent~~  
18 ~~(75%) of all~~ Participants referred to CONTRACTOR are participating in the WTW  
19 Activities listed in Subparagraph 4.7 of Exhibit A, for the minimum number of  
20 required hours set forth in Subparagraph 6.2.3 of Exhibit A as follows:

21 6.1.1.1.1 Fifty-five percent (55%) of Participants by  
22 October 1, 2016;

23 6.1.1.1.2 Fifty-five percent (55%) of Participants by  
24 October 1, 2017;

25 6.1.1.1.3 Fifty-six percent (56%) of Participants by  
26 October 1, 2018;  
27  
28

1 6.1.1.1.4 Fifty-seven percent (57%) of Participants by  
2 October 1, 2019; and

3 6.1.1.1.5 Fifty-eight percent (58%) of Participants by  
4 October 1, 2020.

5 6.1.1.2 Ensure that at least twenty-two percent  
6 ~~(22%)~~ of Participants referred to CONTRACTOR, have a starting wage of at least  
7 twenty percent (20%) above the prevailing California minimum wage, ~~as defined~~  
8 ~~by COUNTY Policy,~~ as follows:

9  
10 6.1.1.2.1 Twenty-four (24%) of Participants by October  
11 1, 2016;

12 6.1.1.2.2 Twenty-five percent (25%) of Participants by  
13 October 1, 2017;

14 6.1.1.2.3 Twenty-six percent (26%) of Participants by  
15 October 1, 2018;

16 6.1.1.2.4 Twenty-seven percent (27%) of Participants  
17 by October 1, 2019; and

18 6.1.1.2.5 Twenty-eight percent (28%) of Participants  
19 by October 1, 2020.

20 6.1.1.3 Ensure that at least twenty-seven percent  
21 ~~(27%)~~ of fifty percent (50%) of Participants referred to CONTRACTOR retain  
22 employment for at least ninety (90) days from the first day of work: follows

23 6.1.1.4 Ensure that at least seventy percent (70%) of  
24 Participants referred to CONTRACTOR retain employment for at least thirty (30)  
25 days from the first day of work.

26 6.1.2 ADMINISTRATOR, in its sole discretion, may require changes  
27  
28

1 to the outcome objectives stated above, in accordance with any changes in law,  
2 State regulations or COUNTY Policy.

3 6.2 Participation Requirements:

4 6.2.1 CONTRACTOR shall engage all Participants in WTW Activities  
5 described in Subparagraph 4.7 of Exhibit A. Notwithstanding Subparagraph  
6 4.4.3, CONTRACTOR shall ensure that each Participant is meeting required  
7 participation hours in accordance with Subparagraph 6.2.3.

8 6.2.2 ~~As a performance goal, CONTRACTOR shall achieve a minimum~~  
9 ~~of seventy percent (70%) of All Families meeting hourly participation~~  
10 ~~requirements in accordance with Subparagraph 6.2.3.~~

11 6.2.3 The individual CalWORKs WTW participation requirements are  
12 currently:

13 6.2.3.1 ~~A minimum average of twenty (20) hours per~~  
14 ~~week for single parents with a child under six (6) years old, or a minimum~~  
15 ~~average of thirty (30) hours per week for single parents with no child under~~  
16 ~~six (6) years old, in approved WTW Activities for a One-Parent AU and a Two-~~  
17 ~~Parent AU in which deprivation is based on the disability of one (1) parent.~~  
18 ~~A minimum average of twenty (20) hours of these WTW Activities shall consist~~  
19 ~~of participation in one (1) or more core WTW Activities for CalWORKs (Federal)~~  
20 ~~Activities outside of the CalWORKs (State) WTW 24-Month Time Clock; or~~ To meet  
21 CalWORKs minimum standard participation requirements, adults in a single  
22 parent Assistance Unit (with or without another parent in the home), with a  
23 child under the age of six (6) years old, are required to participate in WTW  
24 Activities for a minimum average of twenty (20) hours per week. Adults in a  
25 single parent Assistance Unit, with no child under the age of six (6) years  
26 old, are required to participate in WTW Activities for a minimum average of  
27 thirty (30) hours per week. Adults in a Two-Parent Assistance Unit where one  
28 adult is disabled, with a child under the age of six (6) years old, are



1 required to participate in WTW Activities for a minimum average of twenty (20)  
2 hours per week. Adults in a Two-Parent Assistance Unit where one adult is  
3 disabled, with no child under the age of six (6) years old, are required to  
4 participate in WTW Activities for a minimum average of thirty (30) hours per  
5 week. Adults in a Two-Parent Assistance Unit, where neither adult is disabled,  
6 are required to participate a minimum average of thirty-five (35) hours per  
7 week.

8                                   6.2.3.2           ~~A minimum average of thirty-five (35)~~  
9 ~~hours per week in approved WTW Activities for Two Parent Assistance Units. A~~  
10 ~~minimum average of thirty (30) hours of these approved WTW Activities shall~~  
11 ~~consist of participation in one (1) or more core WTW Activities for CalWORKs~~  
12 ~~(Federal) activities outside of the CalWORKs (State) WTW 24-Month Time Clock.~~  
13 ~~One (1) parent can satisfy the total minimum average of thirty five (35) hour~~  
14 ~~requirement. If both parents contribute to the minimum average of thirty five~~  
15 ~~(35) hour requirement, at least one (1) parent shall participate a minimum~~  
16 ~~average of twenty (20) hours per week for CalWORKs (Federal) activities~~  
17 ~~outside of the CalWORKs (State) WTW 24-Month Time Clock~~ To meet CalWORKs  
18 federal standards, adults in a single parent Assistance Unit with a child  
19 under the age of six (6) years old (without another parent in the home) are  
20 required to participate in Core WTW Activities for a minimum average of twenty  
21 (20) hours per week. Adults in a single parent Assistance Unit with no child  
22 under the age of six (6) years old (without another parent in the home);  
23 adults in a single parent Assistance Unit with a child under the age of six  
24 (6) years old (with another parent/stepparent in the home); adults in a Two-  
25 Parent Assistance Unit where one adult is disabled, with a child under the age  
26 of six (6) years old; and adults in a Two-Parent Assistance Unit where one  
27 adult is disabled, with no child under the age of six (6) years old, are  
28 required to participate in WTW Activities for a minimum average of thirty (30)

1 hours per week, of which twenty (20) hours must be Core WTW Activities. Adults  
2 in a Two-Parent Assistance Unit, where neither adult is disabled, are required  
3 to participate in WTW Activities for a minimum average of thirty-five (35)  
4 hours per week, of which thirty (30) hours must be Core WTW Activities.

5 6.2.3.3 The participation requirements set forth  
6 in Subparagraph 6.2 herein, are subject to change, according to State and  
7 Federal mandates.

8 6.2.4 Calculation of participation rate shall be based upon the  
9 following:

10 6.2.4.1 Data as entered into ADMINISTRATOR's  
11 computer information system(s) by CONTRACTOR staff. CONTRACTOR shall assign  
12 all cases to a CM and update the computer information system(s) with this  
13 information within five (5) working days of receipt of the case.

14 ~~6.2.4.2 Cases transferred to CONTRACTOR by~~  
15 ~~designated COUNTY staff, with the exception of existing WTW cases, will be~~  
16 ~~valid the first day of the month following the date of assignment, provided~~  
17 ~~the case was assigned prior to the 25<sup>th</sup> day of the month. Cases assigned on~~  
18 ~~the 25<sup>th</sup> day of the month or after shall be valid on the first day of the~~  
19 ~~second month following the date of assignment. Existing WTW cases will be~~  
20 ~~valid immediately upon transfer to CONTRACTOR.~~

21 6.2.4.3 Participation requirements as described in  
22 Subparagraph 6.2.3.

23 6.2.5 Should the average caseload at any time exceed 3,000  
24 cases by ten percent (10%) or more, the parties agree to negotiate an  
25 Amendment to the Agreement addressing the volume shift and performance impact.

26 7. REPORTING REQUIREMENTS

27 7.1 Contract Deliverables

28 CONTRACTOR shall maintain records, collect data, and provide

1 reports as required by COUNTY in order to track goals, progress and monitor  
2 outcome objectives. Data elements may include, but are not limited to, the  
3 following:

4 7.1.1 Percentage of Participants in compliance with the  
5 participation requirements set forth in Subparagraph 6.2.3 of Exhibit A;

6 7.1.2 Percentage of job placements with a starting wage of at  
7 least twenty percent (20%) above the prevailing California minimum wage;

8 7.1.3 Percentage of Participants who retain employment for at  
9 least ninety (90) days;

10 7.1.4 Percentage of participants who retain employment for at  
11 least thirty (30) days ~~when ADMINISTRATOR's policy does not require CONTRACTOR~~  
12 ~~to manage full-time employed cases;~~

13 7.1.5 Percentage of post-placement Participants who are  
14 discontinued from CalWORKs assistance within 90 days of placement and the  
15 discontinuance is due to excess earnings;

16 7.1.6 Referrals made and referral outcomes; including subsidized  
17 child care and other Supportive Services;

18 7.1.7 Placement rates into unsubsidized employment;

19 7.1.8 Length of time in allowable WTW Activity (ies);

20 7.1.9 Pay rate and length of time of job retention;

21 7.1.10 Statistics regarding characteristics of identified  
22 segments of the WTW population;

23 7.1.11 Summary of complaints received;

24 7.1.12 Outcomes of supervisory case reviews; and

25 7.1.13 Training activities and attendees.

26 7.2 Time Study Procedures

27 7.2.1 CONTRACTOR shall adhere to COUNTY time study procedures by  
28 identifying and reporting time devoted to the delivery of services under this

1 Agreement.

2 7.2.2 WTW time studies shall be completed by Case Management  
3 Staff in the months of February, May, August and November of each year.  
4 Completed time studies shall be made available to ADMINISTRATOR by the first  
5 business day of the month following each month in which the time study is to  
6 be completed.

7 7.2.3 Supervisory staff do not complete detailed time studies,  
8 but shall record the total hours worked per day in a time study month.  
9 CONTRACTOR's supervisors shall review the staff time study detail report for  
10 accuracy and ensure consistency with reported work hours for the same period.

11 8. PERFORMANCE MONITORING

12 8.1 Quality Assurance/Quality Control

13 CONTRACTOR shall establish and utilize a comprehensive Quality  
14 Control Plan, on a format approved by ADMINISTRATOR, to monitor contract  
15 deliverables and the level of program service and quality, and submit to  
16 ADMINISTRATOR by ~~October~~ August 1, 2016. The Quality Control Plan shall be  
17 effective throughout the term of this Agreement and will be updated as needed  
18 and submitted to ADMINISTRATOR for approval before changes are implemented.

19 8.1.1 The Quality Control Plan shall include, but not be limited  
20 to, the following:

21 8.1.1.1 The method for ensuring the services and,  
22 deliverables are being provided in accordance with the requirements of this  
23 Agreement;

24 8.1.1.2 The method for assuring that all staff  
25 rendering services under this Agreement have the necessary qualifications;

26 8.1.1.3 Methods for preventing, identifying, and  
27 correcting deficiencies in the quality of service;

28 8.1.1.4 The method for providing ADMINISTRATOR

1 with copies of CONTRACTOR case reviews, including a clear description of, and  
2 corrective action taken, to resolve identified problems;

3 8.1.1.5 Items/areas to be inspected/reviewed on  
4 either a scheduled or unscheduled basis, how often inspections will be  
5 accomplished, and the title of the individual(s) who will perform the  
6 inspections/reviews;

7 8.1.1.6 Specific methods for identifying,  
8 correcting, and preventing deficiencies in the quality of service performed,  
9 before levels of performance are below the standards established in this  
10 Agreement;

11 8.1.1.7 The method for maintenance of a file of  
12 all inspections conducted by CONTRACTOR and, if necessary, the corrective  
13 action taken; and

14 8.1.1.8 The method for continuing services in the  
15 event of a strike by CONTRACTOR'S employees or a natural disaster.

16 8.1.2 CONTRACTOR shall cooperate with any third-party audit or  
17 inspections as required by ADMINISTRATOR or other COUNTY, State, or Federal  
18 agency.

19 8.2 Supervisor Reviews

20 8.2.1 Case Manager Supervisors shall review a minimum of three  
21 (3) active WTW cases per CM each month on a format approved by ADMINISTRATOR.  
22 Supervisor reviews shall include, but not be limited to:

23 8.2.1.1 Overall case management and application of  
24 COUNTY Policy,

25 8.2.1.2 Participant's participation hours and  
26 efforts to keep Participant engaged and compliant,

27 8.2.1.3 Case discrepancies, and

28 8.2.1.4 Any other identified corrective actions

1 required.

2 8.2.1.4.1 Ensure corrective actions, if  
3 applicable, are completed within (10) business days.

4 8.2.2 Case record shall include a narration summarizing the case  
5 review findings.

6 8.2.3 Cases shall be randomly selected per a method determined  
7 by ADMINISTRATOR.

8 8.2.4 Case reviews shall be submitted to ADMINISTRATOR by the  
9 fifteenth (15th) calendar day following the month of review per COUNTY Policy.

10 8.3 WTW Participation Case Reviews and Audits

11 8.3.1 Case reviews and other inspection methods will be  
12 completed for compliance with COUNTY, State, and/or Federal requirements.  
13 Case reviews, data inspection, and audits may be completed by COUNTY, State,  
14 and/or Federal representatives. Cases that contain discrepancies or fail to  
15 meet WTW participation requirements will be referred back to CONTRACTOR for  
16 appropriate corrective action. CONTRACTOR shall submit proof of corrective  
17 action on all case errors and discrepancies. CONTRACTOR shall discuss the  
18 review with appropriate staff, control for corrective action, and address  
19 training issues. Case reviews include, but are not limited to:

20 8.3.1.1 Mandated reviews to meet COUNTY, State,  
21 and Federal reporting requirements and/or audits; and

22 8.3.1.2 Review and approval of actions that State  
23 regulations require be performed by ADMINISTRATOR, such as imposition of  
24 sanctions.

25 8.4 CONTRACTOR Performance Monitoring

26 8.4.1 CONTRACTOR's performance will be monitored and reviewed by  
27 ADMINISTRATOR. CONTRACTOR shall cooperate with ADMINISTRATOR in providing the  
28 information necessary for monitoring contract deliverables and services, and

1 cooperate with authorized State and/or Federal representatives who may audit  
2 WTW Program services.

3 8.4.2 ADMINISTRATOR will use a variety of inspection methods to  
4 evaluate CONTRACTOR's performance, including, but not limited to, the  
5 following:

6 8.4.2.1 Monthly reviews of CONTRACTOR's case  
7 management performance. ADMINISTRATOR will inspect CONTRACTOR cases, related  
8 COUNTY data system entries, and applicable data reports to ensure compliance  
9 with Exhibit A;

10 8.4.2.2 Random sampling of program activities  
11 including a review of case files each month;

12 8.4.2.3 Activity checklists and random  
13 observations;

14 8.4.2.4 Inspection of output items on a periodic  
15 basis as deemed necessary;

16 8.4.2.5 Computer data system reports;

17 8.4.2.6 Participant complaints and/or WTW  
18 Participant questionnaires; and

19 8.4.2.7 Service provider complaints or reports.

20 8.4.3 When it is determined that services were not performed in  
21 accordance with SSA's Policies and Procedures during the review period,  
22 ADMINISTRATOR may, in its sole discretion, require corrective action plans.  
23 CONTRACTOR shall validate, review, and respond to preliminary findings.  
24 CONTRACTOR shall remedy the performance defects within the time period  
25 specified in the corrective action plan.

26 8.4.4 Performance evaluation meetings will be conducted as  
27 deemed necessary by ADMINISTRATOR.

28 ~~9.~~ PENALTIES

1           9.1 Financial Penalties for Underperformance:

2           9.1.1 ~~CONTRACTOR shall be assessed financial penalties for each~~  
 3 ~~quarterly period of underperformance in accordance with Subparagraph 9.1.3 of~~  
 4 ~~Exhibit A provided all of the following occur: (a) ADMINISTRATOR fails to~~  
 5 ~~achieve the Federal Work Participation Requirements in a Federal Fiscal Year~~  
 6 ~~(FFY) as required by Federal law for All Families; and (b) as a result of such~~  
 7 ~~failure, ADMINISTRATOR is assessed a fiscal penalty; and (c) CONTRACTOR fails~~  
 8 ~~to meet the quarterly average percentage specified in the table in~~  
 9 ~~Subparagraph 9.1.3 of Exhibit A of this Agreement. in the corresponding FFY.~~

10           9.1.2 ~~Quarterly periods are defined as July 1, 2015 through~~  
 11 ~~September 30, 2015; October 1, 2015 through December 31, 2015; January 1, 2016~~  
 12 ~~through March 31, 2016; and April 1, 2016 through June 30, 2016.~~

13           9.1.3 ~~Financial penalties will be assessed for each quarterly~~  
 14 ~~period in which the average of All Families who meet the hourly participation~~  
 15 ~~requirements set forth in Subparagraph 6.2.3 of Exhibit A is less than the~~  
 16 ~~percentage specified in the table below. The financial penalty for the quarter~~  
 17 ~~of underperformance will be equal to the percentage specified in the table~~  
 18 ~~below of the quarterly maximum obligation amount.~~

<del>Quarterly Average of All Families Who Meet Hourly CalWORKs Participation Requirements</del>	<del>Penalty Percentage of Quarterly Maximum Obligation</del>
<del>Less than fifty-five percent (55%)</del>	<del>Two percent (2%)</del>
<del>Less than forty percent (40%)</del>	<del>Four percent (4%)</del>
<del>Less than twenty five percent (25%)</del>	<del>Eight percent (8%)</del>

27           9.1.4 ~~At COUNTY's discretion, financial penalties may be reduced~~  
 28 ~~or waived for any quarterly period due to significant changes outside~~



1 ~~CONTRACTOR's control. Examples of significant changes include, but are not~~  
2 ~~limited to:~~

3 9.1.4.1 ~~Federal or State regulatory policy changes~~  
4 ~~and/or funding that result in revised participation requirements immediately~~  
5 ~~prior to or within the quarterly review period;~~

6 9.1.4.2 ~~A ten percent (10%), or more, growth in~~  
7 ~~CONTRACTOR's caseload, within the quarterly review period;~~

8 9.1.4.3 ~~CONTRACTOR's caseload is maintained at a~~  
9 ~~level of ninety five (95) cases per CM, or more, within the quarterly review~~  
10 ~~period; or~~

11 9.1.4.4 ~~A ten percent (10%), or more, reduction in~~  
12 ~~the Agreement budget immediately prior to or within the review period~~

13 10. OTHER CONTRACTOR REQUIREMENTS

14 10.1 Case Manager Caseload Limits:

15 10.1.1 ~~CONTRACTOR shall ensure case management activities are can~~  
16 ~~be performed effectively in accordance with caseload size. CONTRACTOR's CMs~~  
17 ~~shall each carry a caseload of no less than fifty (50) active cases and no~~  
18 ~~more than ninety (90) active cases, unless authorized by COUNTY. Lead Case~~  
19 ~~Manager shall each carry a caseload. caseload limits shall be seventy-five~~  
20 ~~percent (75%) of CM caseload. CONTRACTOR agrees to modify caseload limits as~~  
21 ~~ADMINISTRATOR may require, and as authorized by COUNTY, and within a mutually~~  
22 ~~agreed upon time frame.~~

23 10.1.2 ~~COUNTY will consider adjustments to requirements and/or~~  
24 ~~provisions of this Agreement, as necessary, in response to caseload growth~~  
25 ~~beyond the caseload size range identified in Subparagraph 10.1.1 above.~~  
26 ~~Adjustments to this Agreement may include, but are not limited to,~~  
27 ~~requirements identified in Paragraph 5 of Exhibit. A and/or provisions~~  
28 ~~identified in Paragraph 9 of Exhibit A~~

10.2 Case Manager Supervisor to CM Staff Ratio

Case Manager Supervisor to CM staff ratio shall be no more than ~~eight (8)~~ **seven (7)** CM to one (1) supervisor, unless authorized by ADMINISTRATOR.

10.3 Operational Changes

CONTRACTOR shall inform ADMINISTRATOR and on-site COUNTY management staff in advance or within twenty-four (24) hours of any operational change that could result in an impact to co-located COUNTY staff workload, caseload or provision of services.

10.4 Coordination

CONTRACTOR shall jointly host at minimum quarterly coordination meetings with ADMINISTRATOR to coordinate procedures and discuss CONTRACTOR's performance, or as otherwise determined by ADMINISTRATOR.

10.5 Job Fairs

~~CONTRACTOR will work in partnership with WIBs, employers, other COUNTY contracted service providers, and various COUNTY agencies to participate in Job Fairs.~~

10.6 Forms and Publications

10.6.1 ADMINISTRATOR will provide a camera-ready copy of all mandatory State and COUNTY forms. CONTRACTOR shall be responsible for duplication and distribution of the forms to its staff. CONTRACTOR may develop their own internal forms; however, internal forms must be reviewed and approved by ADMINISTRATOR prior to implementation and/or distribution.

10.6.2 All publications developed under this Agreement, including but not limited to fliers and newsletters, will be subject to written approval of ADMINISTRATOR prior to distribution.

10.7 Case Records

10.7.1 CONTRACTOR shall maintain a current and complete

1 electronic case record on CalWIN for each Participant. ADMINISTRATOR will  
2 provide CONTRACTOR staff with initial training in use of CalWIN or other  
3 COUNTY data systems regarding use and maintenance of electronic case records.  
4 CONTRACTOR shall conduct future training for their staff.

5 10.7.2 CONTRACTOR shall maintain an imaged (electronic) case  
6 record. The content of the case records shall be in a format approved by  
7 ADMINISTRATOR. The case record shall contain any documentation not included  
8 in CalWIN.

9 10.7.3 Information in case records shall be treated as  
10 confidential and released only to ADMINISTRATOR as required, or to others upon  
11 the approval of ADMINISTRATOR.

12 10.7.4 Items in the ~~physical~~ case records may include, but are  
13 not limited to, the following:

- 14 10.7.4.1 Assessment report;
- 15 10.7.4.2 WTW Plans;
- 16 10.7.4.3 All Notices of Action;
- 17 10.7.4.4 Documentation of services provided,  
18 including contacts with, and on behalf of, Participants, general observations  
19 etc.;
- 20 10.7.4.5 Documentation of service providers working  
21 with the Participant or members of the Participant's family, including  
22 payments made to the provider;
- 23 10.7.4.6 Child care arrangements/documentation;
- 24 10.7.4.7 Documentation/justification for Supportive  
25 Services;
- 26 10.7.4.8 Documentation of participation hours;
- 27 10.7.4.9 Documentation regarding any cooperation  
28 issues, cause determinations, and recommended sanctions;

1 10.7.4.10 Attendance and progress reports, including  
2 those from service providers;

3 10.7.4.11 Family composition;

4 10.7.4.12 Employment information and employment  
5 retention tracking;

6 10.7.4.13 Documentation of increases in earnings;

7 10.7.4.14 Release forms required for collateral  
8 contacts;

9 10.7.4.15 Documentation of language needs and how  
10 they were resolved;

11 10.7.4.16 Copies of the Rights and Responsibilities  
12 form, and other forms and documents required per COUNTY Policy; and

13 10.7.4.17 Medical verifications.

14 10.8 Hours of Operation

15 10.8.1 CONTRACTOR shall provide service hours that are responsive  
16 to the needs of the target population ~~in the region~~, as determined by  
17 ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services during  
18 business days Monday through Friday, from 8:00 a.m. to 5:00 p.m., except  
19 COUNTY holidays as established by the Orange County Board of Supervisors. In  
20 addition, CONTRACTOR shall address any expanded work hours of operation during  
21 the evening and on weekends that may be required to provide services to  
22 Participants.

23 10.8.2 CONTRACTOR's ~~shall maintain a holiday schedule consistent~~  
24 ~~with~~ shall not exceed COUNTY's holiday schedule which is as follows: New  
25 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'  
26 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
27 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR  
28 shall obtain prior written approval from ADMINISTRATOR for any closure outside

1 of COUNTY's holiday schedule. Such approval must be obtained a minimum of  
2 thirty (30) days in advance of the requested closure. Any unauthorized  
3 closure shall result in CONTRACTOR incurring upon itself all fiscal  
4 obligations related to non-County holiday(s) and will be deemed a material  
5 breach of Agreement pursuant to Paragraph 19, and shall not be reimbursed. ~~Any~~  
6 ~~unauthorized closure shall be deemed a material breach of this Agreement,~~  
7 ~~pursuant to Paragraph 19, and shall not be reimbursed~~

8 10.9 Handling Complaints

9 10.9.1 CONTRACTOR shall develop, operate, and maintain procedures  
10 for receiving, investigating and responding to provider and Participant  
11 complaints, including Civil Rights complaints, requests for COUNTY reviews,  
12 negative comments and other complaints relating to services provided under  
13 this Agreement.

14 10.9.2 CONTRACTOR staff shall maintain a log for identification  
15 and response to Participants' complaints. When complaints cannot be resolved  
16 informally, a system of follow-through shall be instituted which adheres to  
17 formal plans for specific actions and strict time deadlines. Responses to  
18 complaints should occur within two (2) business days, unless otherwise  
19 authorized by ADMINISTRATOR.

20 10.9.3 For Civil Rights complaints, refer to Subparagraph 9.6.2  
21 of this Agreement.

22 10.9.4 When CONTRACTOR believes any complaint may have legal  
23 implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint  
24 immediately to ADMINISTRATOR prior to responding to the complaint. In the  
25 event any such complaint pertains to an injury or property damage, CONTRACTOR  
26 shall follow the provisions as set forth in Subparagraph 14.1 of this  
27 Agreement.

28 10.9.5 CONTRACTOR shall provide to ADMINISTRATOR, in a form

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

8 10.10 Formal Grievance Process and State Hearing

9 10.10.1 CONTRACTOR shall inform each Participant of his/her  
10 grievance, State Hearing and Civil Rights, and of his/her right to request a  
11 review by a COUNTY worker should the Participant disagree with an action made  
12 by CONTRACTOR.

13 10.10.2 Grievance Rights and Civil Rights notices, in multiple  
14 languages, shall be posted in WTW office(s) where all Participants can easily  
15 see them, in accordance with Subparagraph 9.6 of this Agreement.

16 10.10.3 CONTRACTOR shall attend COUNTY Formal Grievance Hearings  
17 and State Hearings as needed, and comply with the decisions of the Hearing  
18 Officers. All actions involving the Formal Grievance Process and State  
19 Hearings shall be properly documented.

20 10.11 Welfare Fraud Investigation Referrals

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 to initiate the referral.

24 10.12 Outside Contacts

25 CONTRACTOR shall:

26 10.12.1 Immediately inform ADMINISTRATOR of any inquiry from an  
27 elected official, their representative, participant advocate, or the press,  
28 and immediately provide information in order for ADMINISTRATOR to respond.

1 10.12.2 Consult with ADMINISTRATOR prior to initiating contact  
2 with a participant advocate or the press.

3 10.12.3 Inform ADMINISTRATOR prior to initiating contact with an  
4 elected official or their representative.

5 10.13 Facilities

6 10.13.1 CONTRACTOR shall co-locate in office locations specified  
7 by ADMINISTRATOR. CONTRACTOR shall enter into a rent-free lease or license  
8 agreement, as referenced in Subparagraph 8.2 of this Agreement, and will  
9 cooperate with all conditions of said agreement.

10 10.13.2 Collocated Facilities:

11 10.13.2.1 CONTRACTOR shall collocate at the following  
12 facilities provided by ADMINISTRATOR as they may now exist or hereafter be  
13 modified:

14 6100 Chip Ave., Cypress, CA 90630

15 1928 S. Grand Ave., Santa Ana, CA 92705

16 23340 Moulton Parkway, Laguna Hills, CA 92653

17 1240 State College Blvd., Anaheim, CA 92806

18 10.14 Equipment and Furnishings

19 10.14.1 ADMINISTRATOR will purchase and install all necessary data  
20 processing equipment, including personal computers.

21 10.14.2 ADMINISTRATOR will provide sufficient training to  
22 CONTRACTOR staff regarding use and maintenance of imaged and electronic case  
23 records.

24 10.14.3 CONTRACTOR shall use computer information systems provided  
25 by ADMINISTRATOR for entering and retrieving data, monthly reporting of work  
26 participation hours, updating the status and end dates of Participant  
27 activities, and any other information as required by ADMINISTRATOR.  
28 CONTRACTOR shall ensure that their personnel understand the uses of the

1 computer information systems and will follow the related procedures to be  
2 monitored through supervisory reviews and case audits.

3 10.14.4 CONTRACTOR must inform ADMINISTRATOR of any employment  
4 terminations or new hires so that ADMINISTRATOR's Information Technology  
5 Services may take appropriate action within specified timeframes.

6 11. BUDGET

7 The budget for services provided pursuant to Exhibit A of this Agreement  
8 shall span twelve (12) months and is set forth as follows:

9  
10 Budget for Period of July 1, 2015 through June 30, 2016

<u>Line Items</u>			
<u>SALARIES AND EMPLOYEE BENEFITS:</u>			
	<u>Maximum Hourly Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount<sup>(3)</sup></u>
<u>Direct Service Positions:</u>			
Supervisor	26.01	8.00	420,000
Lead Case Manager	25.25	8.00	370,400
Case Manager	21.89	56.00	1,903,230
Office Assistant	15.80	5.00	157,500
Vacancy Factor			<u>(142,557)</u>
Subtotal Direct Service Positions		74.00	2,708,573
Benefits <sup>(4)</sup> (30.28%)			<u>820,156</u>
Subtotal Direct Service Positions and Benefits			\$3,528,729
<u>Administrative Positions<sup>(5)</sup></u>			
Performance Management and Oversight	101.44	.10	21,100
Project Director	51.77	1.00	105,000
Human Resources	34.90	.10	7,260
HR Specialist	21.30	1.00	43,660
Administrative and Performance Manager	34.15	1.00	63,000
Operations Manager II	37.28	1.00	73,000
Operations Manager I	37.28	1.00	68,000



## Attachment B

1	Staff Development Specialist	25.78	3.00	135,000
2	Finance Manager	47.88	-.25	<u>19,200</u>
3	Subtotal Administrative Salaries		-8.45	535,220
4	Employee Benefits <sup>(4)</sup> (30.28%)			<u>162,065</u>
5	Subtotal Administrative Salaries and Benefits			\$ 697,285
6	<u>TOTAL SALARIES &amp; EMPLOYEE BENEFITS</u>			\$4,226,014

Services and Supplies

8	Independent Audit			0
9	Telephone			8,500
10	Travel Expense <sup>(6)</sup>			14,250
11	Printing & Graphics			2,500
12	Express Mail			4,500
13	Postage			16,000
14	Office Supplies			46,500
15	Bilingual Bonus <sup>(7)</sup>			25,250
16	Other Misc. Expenses <sup>(8)</sup>			27,300
17	Employee Bonuses <sup>(9)</sup>			150,483
18	Service Delivery Innovations <sup>(10)</sup>			<u>5,000</u>
19	TOTAL PROGRAM EXPENSES			300,283
20	<u>INDIRECT COSTS</u>			
21	Overhead (10.12%) <sup>(11) (14)</sup>			427,673
22	General & Administrative (19.09%) <sup>(12) (14)</sup>			945,713
23	Contractor's Fee <sup>(13)</sup>			<u>412,978</u>
24	TOTAL INDIRECT COSTS			1,786,364

Total Maximum Obligation for  
July 1, 2015 through June 30, 2016 \$6,312,661

The budget for services provided pursuant to Exhibit A of this Agreement shall span sixty (60) months and is set forth as follows:

## Budget for Period of July 1,2016 through June 30,2017

<u>Line Items</u>			
<b>SALARIES AND EMPLOYEE BENEFITS:</b>			
	<u>Maximum</u>		
	<u>Hourly</u>		
<u>Direct Service Positions:</u>	<u>Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount<sup>(3)</sup></u>
Supervisor	25.01	8.00	391,153
Specialized Case Manager	23.81	8.00	359,486
Case Manager	20.94	36.00	1,222,625
Bilingual Specialized Case Manager	24.32	3.00	141,062
Bilingual Case Manager	21.46	8.00	286,208
Office Assistant	15.26	5.00	148,605
Vacancy Rate			(86,671)
Subtotal Direct Service Positions		68.00	2,462,468
Benefits <sup>(4)</sup> (28.35%)			698,110
Subtotal Direct Service Positions and Benefits			\$3,160,578
 <u>Administrative Positions<sup>(5)</sup></u>			
Project Director	47.97	1.00	98,817
Operations Manager II	34.38	1.00	70,824
Operations Manager I	34.38	1.00	70,259
Quality Manager	34.38	1.00	63,211
Training & Quality Coordinator	21.79	3.00	131,967
Human Resources	44.29	.10	8,944
Human Resources Specialist	21.05	1.00	42,500
Finance Manager	46.64	.20	18,479
IT Support	51.45	.37	38,904
Subtotal Administrative Salaries		8.67	543,905
Employee Benefits <sup>(4)</sup> (28.35%)			154,197
Subtotal Administrative Salaries and Benefits			\$ 698,102
<b>TOTAL SALARIES &amp; EMPLOYEE BENEFITS</b>			<b>\$3,858,680</b>
 <u>Services and Supplies</u>			

Mileage/Travel Expense <sup>(6)</sup>	25,552
Printing & Graphics	2,758
Office Supplies	31,856
Telephone	11,236
Express Mail	2,583
Postage	12,508
Technology Expenses	35,340
Other Misc. Expenses <sup>(7)</sup>	16,818
Employee Bonuses <sup>(8)</sup>	77,036
<b>TOTAL PROGRAM EXPENSES</b>	<b>215,687</b>
<b>INDIRECT COSTS</b>	
Overhead (13.70%) <sup>(9) (12)</sup>	528,639
General & Administrative (15.80%) <sup>(10) (12)</sup>	727,275
Profit (7.00%) <sup>(11)</sup>	373,120
<b>TOTAL INDIRECT COSTS</b>	<b>1,629,034</b>
<b>TOTAL ALLOWABLE COSTS July 1, 2016 through June 30, 2017</b>	<b>\$5,703,401</b>

Budget for Period of July 1, 2017 through June 30, 2018

<u>Line Items</u>			
<u>SALARIES AND EMPLOYEE BENEFITS:</u>			
<u>Direct Service Positions:</u>	<u>Maximum Hourly Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount<sup>(3)</sup></u>
Supervisor	25.76	8.00	395,847
Specialized Case Manager	24.52	8.00	363,800
Case Manager	21.57	36.00	1,237,297
Bilingual Specialized Case Manager	25.05	3.00	142,755
Bilingual Case Manager	22.10	8.00	289,642
Office Assistant	15.72	5.00	150,388
Vacancy Rate			(87,711)
Subtotal Direct Service Positions		68.00	2,492,018
Benefits <sup>(4)</sup> (28.49%)			710,020
Subtotal Direct Service Positions and Benefits			\$3,202,038

1	Administrative Positions <sup>(5)</sup>			
2	Project Director	49.41	1.00	100,003
3	Operations Manager II	35.41	1.00	71,674
4	Operations Manager I	35.41	1.00	71,102
5	Quality Manager	35.41	1.00	63,970
6	Training & Quality Coordinator	22.44	3.00	133,551
7	Human Resources	45.62	.10	9,051
8	Human Resources Specialist	21.68	1.00	43,010
9	Finance Manager	48.04	.20	18,701
10	IT Support	52.99	.20	21,282
11	Subtotal Administrative Salaries		8.50	532,344
12	Employee Benefits <sup>(4)</sup> (28.49%)			151,674
13	Subtotal Administrative Salaries and Benefits			\$ 684,018
14	<b>TOTAL SALARIES &amp; EMPLOYEE BENEFITS</b>			<b>\$3,886,056</b>
15	<u>Services and Supplies</u>			
16	Mileage/Travel Expense <sup>(6)</sup>			25,935
17	Printing & Graphics			2,800
18	Office Supplies			32,333
19	Telephone			11,405
20	Express Mail			2,622
21	Postage			12,696
22	Technology Expenses			35,870
23	Other Misc. Expenses <sup>(7)</sup>			16,982
24	Employee Bonuses <sup>(8)</sup>			78,192
25	<b>TOTAL PROGRAM EXPENSES</b>			<b>218,835</b>
26	<u>INDIRECT COSTS</u>			
27	Overhead (13.70%) <sup>(9) (12)</sup>			532,390
28	General & Administrative (15.80%) <sup>(10) (12)</sup>			732,690
29	Profit (7.00%) <sup>(11)</sup>			375,898
30	<b>TOTAL INDIRECT COSTS</b>			<b>1,640,978</b>
31	<b>TOTAL ALLOWABLE COSTS July 1, 2017 through June 30, 2018</b>			<b>\$5,745,869</b>
32	<u>Budget for Period of July 1, 2018 through June 30, 2019</u>			

Line Items	Maximum Hourly Rate <sup>(1)</sup>	FTEs <sup>(2)</sup>	Amount <sup>(3)</sup>
<b>SALARIES AND EMPLOYEE BENEFITS:</b>			
<b>Direct Service Positions:</b>			
Supervisor	26.53	8.00	400,597
Specialized Case Manager	25.26	8.00	368,166
Case Manager	22.22	36.00	1,252,144
Bilingual Specialized Case Manager	25.80	3.00	144,468
Bilingual Case Manager	22.77	8.00	293,118
Office Assistant	16.19	5.00	152,193
Vacancy Rate			(88,763)
Subtotal Direct Service Positions		68.00	2,521,923
Benefits <sup>(4)</sup> (28.63%)			722,133
Subtotal Direct Service Positions and Benefits			\$3,244,056
<b>Administrative Positions<sup>(5)</sup></b>			
Project Director	50.89	1.00	101,203
Operations Manager II	36.47	1.00	72,534
Operations Manager I	36.47	1.00	71,955
Quality Manager	36.47	1.00	64,737
Training & Quality Coordinator	23.12	3.00	135,154
Human Resources	46.99	.10	9,160
Human Resources Specialist	22.33	1.00	43,526
Finance Manager	49.48	.20	18,926
IT Support	54.58	.20	21,537
Subtotal Administrative Salaries		8.50	538,732
Employee Benefits <sup>(4)</sup> (28.63%)			154,262
Subtotal Administrative Salaries and Benefits			\$ 692,994
<b>TOTAL SALARIES &amp; EMPLOYEE BENEFITS</b>			<b>\$3,937,050</b>
<b>Services and Supplies</b>			
Mileage/Travel Expense <sup>(6)</sup>			26,324
Printing & Graphics			2,842

Attachment B

1	Office Supplies	32,818
2	Telephone	11,576
3	Express Mail	2,661
4	Postage	12,887
5	Technology Expenses	36,408
6	Other Misc. Expenses <sup>(7)</sup>	17,149
7	Employee Bonuses <sup>(8)</sup>	79,365
8	<b>TOTAL PROGRAM EXPENSES</b>	<b>222,030</b>
9	<b>INDIRECT COSTS</b>	
10	Overhead (13.70%) <sup>(9) (12)</sup>	539,376
11	General & Administrative (15.80%) <sup>(10) (12)</sup>	742,356
12	Profit (7.00%) <sup>(11)</sup>	380,857
13	<b>TOTAL INDIRECT COSTS</b>	<b>1,662,589</b>
14	<b>TOTAL ALLOWABLE COSTS July 1, 2018 through June 30, 2019</b>	<b>\$5,821,669</b>

Budget for Period of July 1, 2019 through June 30, 2020

				<u>Line Items</u>
<u>SALARIES AND EMPLOYEE BENEFITS:</u>				
		<u>Maximum</u>		
		<u>Hourly</u>		
		<u>Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount<sup>(3)</sup></u>
	<u>Direct Service Positions:</u>			
	Supervisor	27.33	8.00	405,404
	Specialized Case Manager	26.02	8.00	372,584
	Case Manager	22.88	36.00	1,267,170
	Bilingual Specialized Case Manager	26.58	3.00	146,202
	Bilingual Case Manager	23.45	8.00	296,636
	Office Assistant	16.68	5.00	154,019
	Vacancy Rate			(89,829)
	Subtotal Direct Service Positions		68.00	2,552,186
	Benefits <sup>(4)</sup> (28.78%)			734,452
	Subtotal Direct Service Positions and Benefits			\$3,286,638
	<u>Administrative Positions<sup>(5)</sup></u>			
	Project Director	52.42	1.00	102,417

## Attachment B

1	Operations Manager II	37.57	1.00	73,404
2	Operations Manager I	37.57	1.00	72,819
3	Quality Manager	37.57	1.00	65,514
4	Training & Quality Coordinator	23.81	3.00	136,776
5	Human Resources	48.40	.10	9,270
6	Human Resources Specialist	23.00	1.00	44,048
7	Finance Manager	50.97	.20	19,153
8	IT Support	56.22	.20	21,796
9	Subtotal Administrative Salaries		8.50	545,197
10	Employee Benefits <sup>(4)</sup> (28.78%)			156,893
11	Subtotal Administrative Salaries and Benefits			\$ 702,090

12	TOTAL SALARIES & EMPLOYEE BENEFITS			\$3,988,728
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13	Services and Supplies			
14	Mileage/Travel Expense <sup>(6)</sup>			26,719
15	Printing & Graphics			2,884
16	Office Supplies			33,311
17	Telephone			11,750
18	Express Mail			2,701
19	Postage			13,080
20	Technology Expenses			36,954
21	Other Misc. Expenses <sup>(7)</sup>			11,446
22	Employee Bonuses <sup>(8)</sup>			80,555
23	TOTAL PROGRAM EXPENSES			219,400

24	INDIRECT COSTS			
25	Overhead (13.70%) <sup>(9)</sup> <sup>(12)</sup>			546,456
26	General & Administrative (15.80%) <sup>(10)</sup> <sup>(12)</sup>			751,224
27	Profit (7.00%) <sup>(11)</sup>			385,407
28	TOTAL INDIRECT COSTS			1,683,087

29	TOTAL ALLOWABLE COSTS July 1, 2019 through June 30, 2020			\$5,891,215
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Budget for Period of July 1,2020 through June 30,2021

Line Items

SALARIES AND EMPLOYEE BENEFITS:

## Attachment B

	Maximum Hourly Rate <sup>(1)</sup>	FTEs <sup>(2)</sup>	Amount <sup>(3)</sup>
<b>Direct Service Positions:</b>			
Supervisor	28.15	8.00	410,269
Specialized Case Manager	26.80	8.00	377,055
Case Manager	23.57	36.00	1,282,376
Bilingual Specialized Case Manager	27.38	3.00	147,956
Bilingual Case Manager	24.15	8.00	300,195
Office Assistant	17.18	5.00	155,868
Vacancy Rate			(90,906)
Subtotal Direct Service Positions		68.00	2,582,813
Benefits <sup>(4)</sup> (28.92%)			746,982
Subtotal Direct Service Positions and Benefits			\$3,329,795
<b>Administrative Positions<sup>(5)</sup></b>			
Project Director	53.99	1.00	103,646
Operations Manager II	38.70	1.00	74,285
Operations Manager I	38.70	1.00	73,693
Quality Manager	38.70	1.00	66,300
Training & Quality Coordinator	24.52	3.00	138,417
Human Resources	49.85	.10	9,381
Human Resources Specialist	23.69	1.00	44,577
Finance Manager	52.50	.20	19,383
IT Support	57.91	.20	22,057
Subtotal Administrative Salaries		8.50	551,739
Employee Benefits <sup>(4)</sup> (28.92%)			159,570
Subtotal Administrative Salaries and Benefits			\$ 711,309
<b>TOTAL SALARIES &amp; EMPLOYEE BENEFITS</b>			<b>\$4,041,104</b>
<b>Services and Supplies</b>			
Mileage/Travel Expense <sup>(6)</sup>			27,120
Printing & Graphics			2,928
Office Supplies			33,810
Telephone			11,926



1	Express Mail	2,741
2	Postage	13,276
3	Technology Expenses	37,509
4	Other Misc. Expenses <sup>(7)</sup>	11,617
5	Employee Bonuses <sup>(8)</sup>	81,764
6	<b>TOTAL PROGRAM EXPENSES</b>	<b>222,691</b>
7	<b>INDIRECT COSTS</b>	
8	Overhead (13.70%) <sup>(9) (12)</sup>	553,631
9	General & Administrative (15.80%) <sup>(10) (12)</sup>	761,153
10	Profit (7.00%) <sup>(11)</sup>	390,501
11	<b>TOTAL INDIRECT COSTS</b>	<b>1,705,285</b>
12	<b>TOTAL ALLOWABLE COSTS July 1, 2020 through June 30, 2021</b>	<b>\$5,969,080</b>
13	<b>TOTAL MAXIMUM OBLIGATION for the period of July 1, 2016 through June 30, 2021</b>	<b>\$29,131,234</b>

- (1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.
- (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the maximum amount of time (stated as a percentage) each position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the maximum amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked. CONTRACTOR will not be reimbursed for overtime unless approved in advance by ADMINISTRATOR.
- (3) Total salaries are calculated using the average salary for the positions where there are multiple FTEs; and using maximum hourly rates for positions where there are one or less FTE.
- (4) 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 accrual limited to the amount of vacation time earned during the fiscal years in which such expense is claimed. The overall benefit rate shall not exceed ~~30.28%~~ 28.35% for July 1, 2016 through June 30, 2017, 28.49% for July 1, 2017 through June 30, 2018, 28.63% for July 1, 2018 through June 30, 2019, 28.78% for July 1, 2019 through June 30, 2020 and 28.92% for July 1, 2020 through June 30, 2021, of the actual salary expense claimed.
- (5) Administrative positions are defined as all other classifications either higher than first line supervisors or positions not providing services to clients. Administrative positions higher than first line supervisors must be specified as

either salaried or hourly positions.

(6) Mileage is limited to the amount allowed by the United States Internal Revenue Service.

~~(7) Bilingual staff incentive payments are fifty five percent (55%) of Direct Services Staff FTEs at \$0.38 per hour.~~

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

(9) Employee Bonuses are calculated at ~~four point five~~ **two** percent (~~4.5%~~) of salaries. CONTRACTOR will utilize the performance bonus as reward and recognition for those employees who meet/exceed performance requirements or program objectives.

~~(10) Service Delivery Innovations, which include MAX Job Search, Family Resource Forum, and Keep in Touch Kit, and must be pre-approved by ADMINISTRATOR.~~

(11) Estimated Overhead not to exceed **thirteen point seventy percent (13.70%)** ~~ten point twelve percent (10.12%)~~ of actual allowable costs for salaries and employees benefits. CONTRACTOR shall provide supporting documentation upon request by ADMINISTRATOR.

(12) Estimated General and Administrative Costs not to exceed ~~nineteen point zero nine percent (19.09%)~~ **fifteen point eighty percent (15.80%)** of actual allowable costs for the following: salaries, employee benefits, other program costs, and CONTRACTOR's fee Profit.

(13) ~~CONTRACTOR's fee Profit~~ not to exceed **\$373,120** for July 1, 2016 through June 30, 2017; the amount of **\$375,898** for July 1, 2017 through June 30, 2018; the amount of **\$380,857** for July 1, 2018 through June 30, 2019; the amount of **\$385,407** for July 1, 2019 through June 30, 2020; and the amount of **\$390,501** for July 1, 2020 through June 30, 2021 ~~\$412,980 for the period of July 1, 2015 through June 30, 2016, to be reimbursed in arrears in twelve (12) equal payments, provided that the total amount paid, including actual allowable costs specified in Paragraph 11 of this Exhibit A does not exceed the Maximum Obligation specified in Paragraph 20.1.~~

(14) In the event CONTRACTOR obtains a Federally approved indirect cost rate during the term of this Agreement, such cost rate shall be applied effective the date specified by the Federal government. If the Federal government specifies no effective date, then the rate shall apply retroactively to the amount expended under the Agreement subject to the limitations set forth in Paragraph 11 of this Exhibit A. In the event there is no Federally approved indirect cost rate during the term of this Agreement, the indirect rate established by the independent indirect rate audit for the periods of ~~October 1, 2014 through September 30, 2015, and October 1, 2015 through September 30, 2016~~ **October 1, 2016 through September 30, 2017, October 1, 2017 through September 30, 2018, October 1, 2018 through September 30, 2019, October 1, 2019 through September**

30, 2020, and October 1, 2020 through September 30, 2021, shall be applied to the corresponding period for all funds expended under this Agreement.

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or 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 42.3 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 service goals as set forth in this Exhibit A.

12. CONTRACTOR STAFF

12.1 Recruitment and Hiring Practices

12.1.1 CONTRACTOR shall use a formal recruitment plan, which complies with Federal and State employment and labor regulations. CONTRACTOR shall hire staff with the education and experience necessary to appropriately perform all functions required under this Agreement.

12.1.2 CONTRACTOR's staff shall be able to read, write, speak and understand English.

12.1.3 CONTRACTOR shall provide bilingual first line Supervisors, Case Managers, and Administrative Support staff to serve Participants whose primary language is Arabic, Spanish or Vietnamese, and provide translation services for other languages as needed so that all Participants are provided services in their primary language.

12.1.4 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give priority consideration for such employment opening to laid-off or displaced COUNTY employees who meet CONTRACTOR's minimum qualifications.

12.1.5 CONTRACTOR shall also give priority consideration to

1 qualified job-ready WTW Participants when filling vacant positions funded by  
2 this Agreement. Participants hired by CONTRACTOR shall be offered full  
3 employee benefits, including participation in any applicable bonus plan(s).

4 12.2 Personnel Records:

5 CONTRACTOR shall maintain personnel files for each employee, and  
6 make such files available at a centralized location in Orange County. The  
7 personnel files shall contain at a minimum the following information:

8 12.2.1 A complete employment application;

9 12.2.2 Documentation of pre-employment reference checks;

10 12.2.3 Documentation of a California Department of Motor Vehicles  
11 (DMV) identification;

12 12.2.4 Periodic written performance evaluations;

13 12.2.5 Documentation of attendance and content of in-service  
14 training provided to employee;

15 12.2.6 Confidentiality statement;

16 12.2.7 Child and elder abuse reporting requirements; and

17 12.2.8 Agreement to Comply with the County of Orange Social  
18 Services Agency Information Technology Security and Usage Policy (Exhibit B of  
19 this Agreement).

20 12.3 Staff Training:

21 12.3.1 CONTRACTOR's staff directly serving Participant, or  
22 supervising those who do, shall be thoroughly familiar with the WTW service  
23 delivery model contained in the current Orange COUNTY CalWORKs Plan,  
24 incorporated herein by reference; CalWORKs/WTW eligibility requirements;  
25 COUNTY policies and related instructions, COUNTY data systems, including  
26 CalWIN; welfare fraud and child abuse/elder abuse reporting requirements, the  
27 State Hearing process, and Civil Rights compliance requirements.

28 12.3.2 ADMINISTRATOR will provide program policies and

1 operational procedures to CONTRACTOR during start-up, and subsequently as  
2 these materials are revised or new policies are developed. Program and  
3 operational policies, procedures and forms provided by ADMINISTRATOR must be  
4 used by CONTRACTOR when training its staff.

5 12.3.3 ADMINISTRATOR will provide initial training to a limited  
6 number of select CONTRACTOR staff with respect to CalWORKs WTW regulations and  
7 COUNTY policies and procedures. CONTRACTOR shall conduct subsequent  
8 training(s). ADMINISTRATOR will also provide CONTRACTOR staff with initial  
9 training in use of CalWIN or other COUNTY data systems. ADMINISTRATOR will  
10 provide technical information to CONTRACTOR on these requirements, but it will  
11 be CONTRACTOR's sole responsibility to ensure that CONTRACTOR's staff  
12 understand and correctly implement the requirements cited when providing  
13 services under this Agreement.

14 12.3.4 CONTRACTOR shall be required to attend training(s) and/or  
15 meetings that ADMINISTRATOR determines to be mandatory, and provide CONTRACTOR  
16 staff with ongoing training and assistance to ensure that contract  
17 deliverables are met. Attendance at optional training opportunities provided  
18 by ADMINISTRATOR will be at ADMINISTRATOR's discretion.

19 12.3.5 CONTRACTOR agrees that information shared at trainings  
20 and/or meetings will be communicated to relevant staff so that appropriate  
21 services are delivered within guidelines set forth in Orange County  
22 CalWORKs/WTW Policies and Procedures, the Orange County CalWORKs Plan, and  
23 Federal and State regulations, as they may now exist or be hereafter amended.  
24 Any other written and/or verbal program instructions ensuing from trainings  
25 and/or meetings shall also be shared with relevant staff. All training  
26 materials developed by CONTRACTOR shall be approved by ADMINISTRATOR in  
27 advance of training.

28 12.3.6 CONTRACTOR shall ensure that CONTRACTOR staff receives

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

4 12.3.7 CONTRACTOR shall maintain a log of in-house training  
5 activities and staff in attendance. This log shall be made available to  
6 ADMINISTRATOR upon request.

7 13. STAFF POSITIONS

8 CONTRACTOR shall provide the following described staff positions:

9 13.1 Case Manager Supervisor

10 13.1.1 Duties:

11 13.1.1.1 Supervise Case Management Staff; provide  
12 administrative and technical supervision to CalWORKs Case Managers and  
13 Specialized Case Managers to ensure that assigned Case Management Staff meet  
14 requirements relative to WPR, placement, wages and retention for Participants.  
15 ~~direct services staff; plan, assign, supervise, and evaluate Case Managers;~~  
16 ~~and monitor interactions between the Case Managers and Participants during~~  
17 ~~interviews, group Orientations, and other face-to-face contact.~~

18 13.1.1.2 ~~Review case records and WTW Plans for~~  
19 ~~completeness, accuracy, consistency, conformity with COUNTY Policy and proper~~  
20 ~~case management practices; and discuss cases with the Case Managers to suggest~~  
21 ~~and recommend methods of resolving issues.~~

22 13.1.1.3 Direct Case Management Staff in the  
23 application of MAXIMUS and CalWORKs/WTW Policies and Procedures.

24 13.1.1.4 Monitor interaction between Case Managers  
25 and Participants during interviews and other face-to-face contact.

26 13.1.1.5 Conduct complete case reviews in  
27 accordance with the Quality Assurance Plan to verify compliance with  
28 documentation and participation requirements.

1 13.1.1.6 Conduct in-depth reviews of non-compliance  
2 and under-performing cases and guides Case Management Staff in action steps to  
3 improve outcomes for Participants.

4 13.1.1.7 Review case records, including WTW Plans  
5 for completeness, accuracy, consistency, conformity with CalWORKs/WTW laws,  
6 regulations, policies, and case management practices.

7 13.1.1.8 Discuss case with Case Managers to suggest  
8 and recommend methods of resolving issues.

9 13.1.1.9 Meet and maintain relationships with  
10 service providers to resolve difficulties; assist Case Managers in reconciling  
11 Participants' disputes with service providers' and/or agency policies; and  
12 participate in grievance hearings.

13 13.1.1.10 Utilize computer information system(s) to  
14 monitor and evaluate staff performance; supervise the preparation of reports  
15 by Case Management Staff. ~~subordinate staff; and ensure that Case Managers  
16 meet their projected participation goals and other requirements such as  
17 Participant contacts.~~

18 13.1.1.11 Perform other duties as may be assigned by  
19 management.

20 13.1.2 Qualifications:

21 13.1.2.1 Bachelor's degree from an accredited  
22 college or university, preferably in a human services related field, or four  
23 (4) years of experience in employment services or human services.

24 13.1.2.2 Minimum of one (1) year of CalWORKs and/or  
25 WTW experience. Prior supervisory experience is preferred. ~~eighteen (18)  
26 months of work experience in business, social services, education, community  
27 based organizations, or related fields that demonstrates knowledge and  
28 abilities required; of which a minimum of one (1) year must be in a~~

1 ~~supervisory or lead role position.~~

2 13.1.2.3 Competent in the use of personal computers  
3 and knowledgeable in the use of word processing and spreadsheet programs such  
4 as Microsoft Word and Excel.

5 13.1.2.4 Possess excellent organizational,  
6 interpersonal, written, and verbal communication skills; ability to perform  
7 comfortably in a fast-paced, deadline-oriented work environment; ability to  
8 successfully execute many complex tasks simultaneously; and ability to work as  
9 a team member, as well as independently. Bilingual capabilities in Spanish,  
10 ~~or Vietnamese~~ or Arabic preferred.

11 13.2 Lead Specialized Case Manager

12 13.2.1 Duties:

13 13.2.1.1 ~~Manage a caseload of CalWORKs Participants~~  
14 ~~working towards the goal of self-sufficiency and unsubsidized employment under~~  
15 ~~the Case Manager Supervisor's direction; provide Participants with a clear~~  
16 ~~understanding of the CalWORKs/WTW program and services; and provide~~  
17 ~~encouragement and support to Participants to ensure successful participation~~  
18 ~~in each step/component of the CalWORKs/WTW program.~~

19 13.2.1.2 ~~Serve as the primary linkage between the~~  
20 ~~Participant and program services; provide continuous motivation to keep the~~  
21 ~~Participant moving toward employment goals; and interview Participants to~~  
22 ~~elicit basic information for entry into the computer information system(s).~~

23 13.2.1.3 ~~Review Participant information for~~  
24 ~~exemption from the CalWORKs/WTW program and good cause for non-participation.~~

25 13.2.1.4 ~~Advise the Participant of program choices~~  
26 ~~and refer them to the appropriate WTW Activity based on Participant~~  
27 ~~evaluation, and Orange County CalWORKs/WTW Policies and Procedures; and~~  
28 ~~authorize the appropriate level of Supportive Services after securing required~~



1 documentation.

2 13.2.1.5 Monitor progress of the Participant  
3 through the CalWORKs/WTW program; conduct good cause determination; and  
4 maintain accurate case records for the Participant, both hard copy and in the  
5 computer information system(s).

6 13.2.1.6 Direct the unit in the Case Manager  
7 Supervisor's absence; assist in performing case reviews; assist in training  
8 new staff, including one-on-one training of new or under-performing staff;  
9 attend meetings on behalf of the Case Manager Supervisor; and handle a  
10 caseload including more difficult or complex cases.

11 13.2.1.7 Provide intensive case management to a  
12 caseload of specialized CalWORKs Participants working towards the goal of  
13 self-sufficiency and unsubsidized employment under the general supervision of  
14 the Case Manager Supervisor.

15 13.2.1.8 Provide Cal-Learn, Domestic Abuse, and Family  
16 Stabilization Case Management Services, and Mutual Client Case Management  
17 Services with Child and Family Services.

18 13.2.1.9 Provide Participants with a clear  
19 understanding of the CalWORKs/WTW program and services.

20 13.2.1.10 Provide encouragement and support to  
21 Participants to ensure successful participation in each step/component of the  
22 CalWORKs/WTW program.

23 13.2.1.11 Serve as primary linkage between Participant  
24 and program services.

25 13.2.1.12 Provide continuous motivation to keep the  
26 Participant moving toward employment goals.

27 13.2.1.13 Interview Participants to elicit basic  
28 program information for entry in computer information system(s).

1 13.2.1.14 Review Participant information for exemption  
2 from the CalWORKs/WTW program and good cause for non-participation.

3 13.2.1.15 Advise the Participant of program choices and  
4 refer them to the appropriate CalWORKs/WTW Activity based on Participant  
5 evaluation, and Orange County CalWORKs/WTW Policies and Procedures.

6 13.2.1.16 Assess for Supportive Services needs, make  
7 appropriate referrals for services and coordinate ongoing services needs on a  
8 regular basis with County staff per COUNTY Policy.

9 13.2.1.17 Monitor progress of the Participant through  
10 the CalWORKs/WTW Program.

11 13.2.1.18 Conduct good cause determination.

12 13.2.1.19 Maintain accurate case records for the  
13 Participant in the computer information system(s).

14 13.2.1.20 Re-engage and educate non-compliant  
15 Participants on the benefits of participating in the CalWORKs/WTW Program.

16 13.2.1.21 Re-evaluate Participants for previously  
17 unreported and/or undetected barriers to participation and assess their  
18 current knowledge, aptitude, skill, and experience for work.

19 13.2.1.22 Provide Participants intensive outreach  
20 services including face-to-face, off-site, and home visits.

21 13.2.1.23 Conduct follow-up Participant meetings and  
22 appointments to validate program activity and continued progress.

23 13.2.1.24 Complete monthly contacts as required.

24 13.2.1.25 Complete case narrations as required.

25 13.2.1.26 Complete and submit reports as required.

26 13.2.1.27 Perform other duties as may be assigned by  
27 management.

28 13.2.2 Qualifications:

1                   13.2.2.1           Bachelor's degree from an accredited  
2 college or university, preferably in a human services related field, or four  
3 (4) years of experience in employment services, or human services.

4                   13.2.2.2           Minimum of one (1) year work experience  
5 required in social casework in a public or private organization.

6                   13.2.2.3           Competent in the use of personal computers  
7 and knowledgeable in the use of word processing and spreadsheet programs such  
8 as Microsoft Word and Excel. Bilingual capabilities in Spanish, ~~or~~ Vietnamese  
9 or Arabic preferred.

10                  13.2.2.4           Possess excellent organizational,  
11 interpersonal, written, and verbal communication skills; ability to perform  
12 comfortably in a fast-paced, deadline-oriented work environment; ability to  
13 successfully execute many complex tasks simultaneously; and ability to work as  
14 a team member, as well as independently.

15                  13.3 Case Manager

16                   13.3.1 Duties:

17                   13.3.1.1           ~~Manage a caseload of CalWORKs Participants~~  
18 ~~in working towards the goal of self-sufficiency and unsubsidized employment~~  
19 ~~under the general supervision of the Case Manager Supervisor; provide~~  
20 ~~Participants with a clear understanding of the CalWORKs/WTW program and~~  
21 ~~services; and provide encouragement and support to Participants to ensure~~  
22 ~~successful participation in each step/component of the CalWORKs/WTW program.~~

23                   13.3.1.2           ~~Serve as the primary linkage between the~~  
24 ~~Participant and program services; provide continuous motivation to keep the~~  
25 ~~Participant moving toward employment goals; and interview Participants to~~  
26 ~~elicit basic information for entry into the computer information system(s).~~

27                   13.3.1.3           ~~Review Participant information for~~  
28 ~~exemption from the CalWORKs/WTW program and good cause for non-participation.~~

1                                    13.3.1.4        ~~Advise the Participant of program choices~~  
2 ~~and refer them to the appropriate CalWORKs/WTW Activity based on Participant~~  
3 ~~evaluation, and Orange County CalWORKs/WTW Policies and Procedures; and~~  
4 ~~authorize the appropriate level of Supportive Services after securing the~~  
5 ~~required documentation.~~

6                                    13.3.1.5        ~~Monitor progress of the Participant~~  
7 ~~through the CalWORKs/WTW program; conduct good cause determination; and~~  
8 ~~maintain accurate case records for the Participant, both hard copy and in the~~  
9 ~~computer information system(s).~~

10                                   13.3.1.6        ~~Perform other duties as may be assigned by~~  
11 ~~management.~~

12                                   13.3.1.7        Provide case management to CalWORKs  
13 Participants working towards the goal of self-sufficiency and unsubsidized  
14 employment under the general supervision of the Case Manager Supervisor.

15                                   13.3.1.8        Provide Participants with a clear  
16 understanding of the CalWORKs/WTW program and services.

17                                   13.3.1.9        Provide encouragement and support to  
18 Participants to ensure successful participation in each step/component of the  
19 program.

20                                   13.3.1.10       Serve as primary linkage between  
21 Participant and program services.

22                                   13.3.1.11       Provide continuous motivation to keep the  
23 Participant moving toward employment goals.

24                                   13.3.1.12       Interview Participants to elicit basic  
25 program information for entry in computer information system(s).

26                                   13.3.1.13       Review Participant information for  
27 exemption from the CalWORKs/WTW program and good cause for non-participation.

28                                   13.3.1.14       Advise the Participant of program choices

1 and refer them to the appropriate CalWORKs/WTW Activity based on Participant  
2 evaluation, and Orange County CalWORKs/WTW Policies and Procedures.

3 13.3.1.15 Assess for Supportive Services needs, make  
4 appropriate referrals for services and coordinate ongoing services needs on a  
5 regular basis with County staff per COUNTY Policy.

6 13.3.1.16 Monitor progress of the Participant  
7 through the CalWORKs/WTW Program.

8 13.3.1.17 Conduct good cause determination.

9 13.3.1.18 Maintain accurate case records for the  
10 Participant in the computer information system(s).

11 13.3.1.19 Re-engage and educate non-compliant  
12 Participants on the benefits of participating in the CalWORKs/WTW Program.

13 13.3.1.20 Re-evaluate Participants for previously  
14 unreported and/or undetected barriers to participation and assess their  
15 current knowledge, aptitude, skill, and experience for work.

16 13.3.1.21 Provide intensive outreach services  
17 including face-to-face, off-site, and home visits.

18 13.3.1.22 Conduct follow-up Participant meetings and  
19 appointments to validate program activity and continued progress.

20 13.3.1.23 Complete monthly contacts as required.

21 13.3.1.24 Complete case narrations as required.

22 13.3.1.25 Complete and submit reports as required.

23 13.3.1.26 Perform other duties as may be assigned by  
24 management.

25  
26 13.3.2 Qualifications:

27 13.3.2.1 Bachelor's degree from an accredited  
28 college or university, preferably in a human services related field, or four

1 (4) years of experience in employment services, or human services.

2 13.3.2.2 Competent in the use of personal computers  
3 and knowledgeable in the use of word processing and spreadsheet programs such  
4 as Microsoft Word and Excel. Bilingual capabilities in Spanish, ~~or~~ Vietnamese  
5 or Arabic preferred.

6 13.3.2.3 Possess excellent organizational,  
7 interpersonal, written, and verbal communication skills; ability to perform  
8 comfortably in a fast-paced, deadline-oriented work environment; ability to  
9 successfully execute many complex tasks simultaneously; and ability to work as  
10 a team member, as well as independently.

11 13.4 Office Assistant

12 13.4.1 Duties:

13 13.4.1.1 ~~Enter data into computer information~~  
14 ~~systems as required, and provide word processing support to Case Management~~  
15 ~~staff.~~

16 13.4.1.2 ~~Handle all incoming and outgoing mail and~~  
17 ~~telephone correspondence.~~

18 13.4.1.3 ~~Assist in establishing a Participant case~~  
19 ~~record, and forward the case record to the Case Manager Supervisor.~~

20 13.4.1.4 ~~Process and distributes computer~~  
21 ~~information system(s) generated forms, notices, alerts, and printouts to Case~~  
22 ~~Management staff and file them as appropriate, in the Participant case record.~~

23 13.4.1.5 ~~Provide clerical support to staff such as~~  
24 ~~word processing and making copies.~~

25 13.4.1.6 Provide general office support at each  
26 location including, but not limited to, typing, answering phones, and handling  
27 all incoming and outgoing mail, faxes, and voice mails.

28 13.4.1.7 Order and distribute office supplies.

1 13.4.1.8 Assist project management team with updating  
2 policies and procedures for office operations in compliance with contract,  
3 company, and office policies.

4 13.4.1.9 Assist case management team with various  
5 clerical assignments such as by not limited to case assignment, copying, word  
6 processing, preparing reports, and organizing records and forms.

7 13.4.1.10 Prepare and distribute daily staff  
8 attendance.

9 13.4.1.11 Perform other duties as may be assigned by  
10 management.

11 13.4.2 Qualifications:

12 13.4.2.1 ~~High School diploma, GED, or equivalent~~  
13 ~~certification, and two (2) years general clerical experience.~~ High school  
14 diploma, General Education Diploma (GED); or a minimum of three (3) months of  
15 related experience, preferably in a human services field, or training in an  
16 office setting.

17 13.4.2.2 Competent in the use of personal computers  
18 and knowledgeable in the use of word processing and spreadsheet programs such  
19 as Microsoft Word and Excel; knowledge in the use of general office equipment;  
20 ~~typing speed of 40 wpm;~~ experience working with culturally and linguistically  
21 diverse and disadvantaged populations; ability to work with the public; and  
22 ability to work as a team member, as well as independently.

23 13.4.2.3 Possess excellent organizational,  
24 interpersonal, written and verbal skills; ability to perform comfortably in a  
25 fast-paced, deadline oriented work environment; and ability to successfully  
26 execute many complex tasks simultaneously.

27 13.5 Performance Management and Oversight

28 13.5.1 Duties:

1                                    13.5.1.1        ~~Maintains up-to-date and accurate~~  
2 ~~knowledge of all applicable statutes, regulations and contractual~~  
3 ~~requirements.~~

4                                    13.5.1.2        ~~Ensures CONTRACTOR is in compliance, at~~  
5 ~~all times, with all applicable statutes, regulations, and contractual~~  
6 ~~requirements.~~

7                                    13.5.1.3        ~~Provides oversight of project operations~~  
8 ~~and deploys resources to address all operational needs; directly supervises~~  
9 ~~the Project Director; and assists in the creation and implementation of~~  
10 ~~innovative ideas to enhance WTW Case Manager service delivery.~~

11                                   13.5.1.4        ~~Reviews statistical data and reports to~~  
12 ~~ensure adequate staffing and scheduling are maintained.~~

13                                   13.5.1.5        ~~Ensures contract requirements are~~  
14 ~~delivered effectively and efficiently.~~

15                                   13.5.1.6        ~~Performs other duties as assigned by~~  
16 ~~management.~~

17                                   13.5.2 Minimum Qualifications:

18                                   13.5.2.1        ~~Bachelor's degree, Master's degree~~  
19 ~~preferred, from an accredited college or university in Social Welfare,~~  
20 ~~Business Administration, Public Administration, or in a human services related~~  
21 ~~field or four (4) years of experience in Social Welfare, Business~~  
22 ~~Administration, Public Administration, or in a human services related field.~~

23                                   13.5.2.2        ~~A minimum of seven (7) years supervisory~~  
24 ~~experience; of which a minimum of three (3) years of project management~~  
25 ~~experience for public welfare programs is preferred; expanded knowledge of~~  
26 ~~health and human service programs; strong skills in managing similar projects~~  
27 ~~for performance and quality control; and proven experience managing budgets~~  
28 ~~for similar projects.~~



1 13.5.2.3 ~~Experienced and articulate in public~~  
2 ~~speaking and presentation skills.~~

3 13.5.2.4 ~~Must possess exceptional organizational,~~  
4 ~~interpersonal, written, and verbal communication skills; ability to~~  
5 ~~comfortably perform in a fast-paced, deadline-oriented work environment;~~  
6 ~~ability to successfully execute many complex tasks simultaneously; and ability~~  
7 ~~to work as a team member, as well as independently.~~

8 13.6 Project Director

9 13.6.1 Duties:

10 13.6.1.1 Responsible for the overall management and  
11 coordination of the contract.

12 13.6.1.2 Serve as designated liaison for all  
13 contractual programmatic, fiscal, and administrative issues.

14 13.6.1.3 Provide leadership and direction to ~~make~~  
15 ~~certain~~ ensure compliance with all SSA contract management requirements.

16 13.6.1.4 Develop and monitor performance to meet or  
17 exceed goals and objectives.

18 13.6.1.5 Establish business priorities and provide  
19 direction and overall leadership to the management team.

20 13.6.1.6 Coordinate with MAXIMUS to address program  
21 support needs.

22 13.6.1.7 Develop and maintain effective  
23 communication with appropriate ADMINISTRATOR managers, and management level  
24 staff from partnering entities.

25 13.6.1.8 Direct the overall planning and  
26 implementation of the program.

27 13.6.1.9 Oversee all segments of project operations  
28 and deploy resources to address all operational needs

1                                    13.6.1.10        Directly supervise the Operations Managers  
2 ~~I. Operations Manager II. Finance, Human Resources, and Administrative and~~  
3 ~~Performance and Quality Manager; and provide fiscal oversight.~~

4                                    13.6.1.11        ~~Monitor the achievement of performance~~  
5 ~~goals and objectives; monitor all quality assurance and quality control~~  
6 ~~activities; and develop and maintain effective communication with~~  
7 ~~ADMINISTRATOR.~~

8                                    13.6.2 Minimum Qualifications:

9                                    13.6.2.1        Bachelor's degree, ~~Master's degree~~  
10 ~~preferred,~~ from an accredited college or university in Social Welfare,  
11 Business Administration, Public Administration, or in a human services related  
12 field or four (4) years of experience in Social Welfare, Business  
13 Administration, Public Administration, or in a human services related field.

14                                    13.6.2.2        A minimum of ~~five (5)~~ seven (7) years  
15 supervisory experience; of which a minimum of three (3) years of management  
16 experience for public welfare programs is preferred; ~~of which a minimum of two~~  
17 ~~(2) years of experience in a human services related field, experience in~~  
18 ~~CalWORKs and/or WTW is preferred. expanded knowledge of health and human~~  
19 ~~service programs; strong skills in managing similar projects for performance~~  
20 ~~and quality control; and proven experience managing budgets for similar~~  
21 ~~projects.~~

22                                    13.6.2.3        Experienced and articulate in public  
23 speaking and presentation skills.

24                                    13.6.2.4        ~~Must p~~ Possess exceptional organizational,  
25 interpersonal, written, and verbal communication skills; ability to  
26 comfortably perform in a fast-paced, deadline-oriented work environment;  
27 ability to successfully execute many complex tasks simultaneously; and ability  
28 to work as a team member, as well as independently.

13.7 Human Resources

13.7.1 Duties:

13.7.1.1 Perform human resource activities under the general direction of the Project Director.

13.7.1.2 Provide direct supervision of the HR Specialist;

13.7.1.3 Oversee the project's recruiting and hiring efforts;

13.7.1.4 Ensure certain compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements. Perform human resources activities and internal office support functions under the general direction of the Project Director;

13.7.1.5 Assist with planning and implementation of the project initiatives related to the human resources function. ~~Ensure compliance with Equal Employment Opportunity, Americans with Disability Act, and other applicable personnel requirements;~~

13.7.1.6 ~~Maintain the personnel records and filing system; and conduct new employee orientation and employee exit interviews;~~

13.7.1.7 ~~Process confidential documents; and~~

13.7.1.8 ~~Perform employee benefits and payroll functions.~~

13.7.2 Qualifications:

13.7.2.1 Bachelor's degree from an accredited college or university in Business Administration, or four (4) years experience in Human Resources or a related field; or four (4) years experience in Human Resources or in a highly responsible administrative or staff capacity in the analysis and resolution of problems related to project management, organization, personnel, or systems and procedures.

1 13.7.2.2 Possess personal computer skills and the  
2 ability to quickly learn software applications, and knowledge in the use of  
3 other general office equipment.

4 13.7.2.3 ~~Highly developed~~ Possess exceptional  
5 organizational, interpersonal, written, and verbal communication skills;  
6 ability to perform comfortably in a fast-paced, deadline-oriented work  
7 environment; ability to successfully execute many complex tasks  
8 simultaneously; and ability to work as a team member, as well as  
9 independently.

10 13.8 Operations Manager II

11 13.8.1 Duties:

12 13.8.1.1 Serve as Back-Up Contract Manager for  
13 Project Director.

14 13.8.1.2 Provide management oversight and direct  
15 supervision of Case Manager Supervisors.

16 13.8.1.3 Oversee the day-to-day management of all  
17 aspects of program operation.

18 13.8.1.4 Daily project operations and monitor to  
19 ~~make certain~~ ensure compliance with project goals, including ~~Work~~  
20 ~~Participation Rates~~ WPR, placements, wages and retention for participants. →  
21 ~~Employment, Sanction Reduction, and key performance measures~~

22 13.8.1.5 Develop and maintain effective  
23 communication with ADMINISTRATOR, and management level staff from partnering  
24 organizations.

25 13.8.1.6 Ensure administration of the CalWORKs  
26 program in compliance with COUNTY, State, and Federal requirements.

27 13.8.1.7 Recruit, supervise, and manage all WTW  
28 Case Management Staff.

1 13.8.1.8 Develop and monitor achievement of project  
2 goals, objectives, and achievement of staff performance goals.

3 13.8.1.9 Assist and support staff training.

4 13.8.1.10 ~~Develop relationships with community~~  
5 ~~organizations to strengthen CalWORKs WTW objectives.~~ Perform other duties as  
6 may be assigned by management.

7 13.8.2 Qualifications:

8 13.8.2.1 Bachelor's degree from an accredited  
9 college or university, preferably in a human services related field, or four  
10 (4) years of experience in employment services or human services.

11 13.8.2.2 Minimum of ~~three (3)~~ two (2) years of  
12 experience in a human services related field; experience in CalWORKs or WTW  
13 preferred; and at least two (2) years supervisory experience. ~~work experience~~  
14 ~~in business, social services, education, community based organizations, or~~  
15 ~~related fields that demonstrates knowledge and abilities required; of which a~~  
16 ~~minimum of two (2) years must be in a supervisory role.~~

17 13.8.2.3 Competent in the use of personal computers  
18 and knowledgeable of all MS Office applications.

19 13.8.2.4 Possess excellent organizational,  
20 interpersonal, written, and verbal communication skills; ability to perform  
21 comfortably in a fast-paced, deadline-oriented work environment; ability to  
22 successfully execute many complex tasks simultaneously; and ability to work as  
23 a team member, as well as independently.

24 13.9 Operations Manager I

25 13.9.1 Duties:

26 13.9.1.1 Serve as Back-Up Contract Manager for  
27 Project Director.

28 13.9.1.2 Provide management oversight and direct

1 supervision of Case Manager Supervisors.

2 13.9.1.3 Oversee the day-to-day management of all  
3 aspects of program operation,

4 13.9.1.4 Daily project operations and monitor to  
5 ~~make certain~~ ensure compliance with project goals, including WPR, placements,  
6 wages and retention for participants. ~~Work Participation Rates (WPR),  
7 Employment, Sanction Reduction, and key performance measures.~~

8 13.9.1.5 Develop and maintain effective  
9 communication with ADMINISTRATOR, and management level staff from partnering  
10 organizations.

11 13.9.1.6 Ensure administration of the CalWORKs  
12 program in compliance with COUNTY, State, and Federal requirements.

13 13.9.1.7 Recruit, supervise, and manage all WTW  
14 Case Management Staff.

15 13.9.1.8 Develop and monitor achievement of project  
16 goals, objectives, and achievement of staff performance goals.

17 13.9.1.9 Assist and support staff training.

18 13.9.1.10 ~~Develop relationships with community  
19 organizations to strengthen CalWORKs WTW objectives~~ Perform other duties as  
20 may be assigned by management.

21 13.9.2 Qualifications:

22 13.9.2.1 Bachelor's degree from an accredited  
23 college or university, preferably in a human services related field, or four  
24 (4) years of experience in employment services or human services.

25 13.9.2.2 Minimum of ~~three (3)~~ two (2) years of  
26 experience in a human services related field; experience in CalWORKs or WTW  
27 preferred; and at least two (2) years supervisory experience. ~~work experience  
28 in business, social services, education, community based organizations, or~~

1 ~~related fields that demonstrates knowledge and abilities required; of which a~~  
2 ~~minimum of two (2) years must be in a supervisory role.~~

3 13.9.2.3 Competent in the use of personal computers  
4 and knowledgeable of all MS Office applications.

5 13.9.2.4 Possess excellent organizational,  
6 interpersonal, written, and verbal communication skills; ability to perform  
7 comfortably in a fast-paced, deadline-oriented work environment; ability to  
8 successfully execute many complex tasks simultaneously; and ability to work as  
9 a team member, as well as independently.

10 13.10 Staff Development Specialist Training & Quality Coordinator

11 13.10.1 Duties:

12 13.10.1.1 Conduct case reviews to ensure quality of  
13 services and compliance with written policies and procedure;

14 13.10.1.2 ~~Provide documentation, including computer~~  
15 ~~information system updates and service referrals;~~

16 13.10.1.3 Identify potential problems through case  
17 reviews and CalWIN;

18 13.10.1.4 Provide monitoring, reviews, and data  
19 collection for potential problem areas as assigned.

20 13.10.1.5 Collect and report data related to  
21 contract goals and CONTRACTOR's corporate requirements for performance  
22 measurement;

23 13.10.1.6 Assist project management team in tracking  
24 project and individual targeted performance achievements.

25 13.10.1.7 ~~Monitor case transfers and case assignment~~  
26 ~~process;~~

27 13.10.1.8 ~~Ensure case management reports are~~  
28 ~~reconciled in a timely and accurate manner.~~

1                            13.10.1.9      ~~Collect, analyze, and interpret~~  
2 ~~Participant surveys to ensure quality customer service;~~

3                            13.10.1.10     ~~Monitor Reception and Office Assistant~~  
4 ~~activities to ensure timeliness and accuracy of services; including answering~~  
5 ~~the telephone, assisting incoming Participants, processing mail and internal~~  
6 ~~distributions, maintenance of mail logs, correspondence logs, and Participant~~  
7 ~~sign in logs.~~

8                            13.10.1.11     Assist with quality assurance reporting  
9 and provide feedback to project staff;

10                          13.10.1.12     Collect and analyze data for staff  
11 evaluations;

12                          13.10.1.13     ~~Monitor and ensure Participant~~  
13 ~~confidentiality by signing off the computer system, locking cabinets, and~~  
14 ~~utilizing a paper shredder.~~

15                          13.10.1.14     Assist with policy ~~development~~ and  
16 implementation in response to Federal, State, and COUNTY legislative and  
17 procedural updates.

18                          13.10.1.15     Prepare materials for and conduct new hire  
19 and on-going training.

20                          13.10.1.16     Perform other duties as may be assigned by  
21 management.

22                          13.10.2 Qualifications:

23                          13.10.2.1      Bachelor's degree from an accredited  
24 college or university, preferably in a human services related field, or four  
25 (4) years of ~~human services~~ experience in employment services or human  
26 services; a minimum of one (1) year of experience in a human services related  
27 field; and one (1) year of case management experience in welfare reform or  
28 employment support.



1 13.10.2.2 Ability to analyze data; clearly  
2 communicate in verbal and written form; interact successfully with  
3 ADMINISTRATOR's staff; and possess computer literacy in word processing and  
4 spreadsheet programs such as MS Word, Excel, and other databases.

5 13.10.2.3 ~~Excellent organizational skills; ability~~  
6 ~~to perform comfortably in a fast paced, deadline oriented work environment;~~  
7 ~~ability to successfully execute many complex tasks simultaneously; and ability~~  
8 ~~to work as a team member, as well as independently.~~ Possess excellent  
9 organizational, interpersonal, written, and verbal communication skills;  
10 ability to perform comfortably in a fast-paced, deadline-oriented work  
11 environment; ability to successfully execute many complex tasks  
12 simultaneously; and ability to work as a team member, as well as  
13 independently.

14 13.11 Finance

15 13.11.1 Duties:

16 13.11.1.1 Develop and prepare budget-tracking  
17 reports to assist the Project Director with the fiscal monitoring of this  
18 Agreement to ensure overall program integrity and compliance with State and  
19 COUNTY requirements;

20 13.11.1.2 Implement internal controls to support and  
21 ensure the auditing of the project's financial records.

22 13.11.1.3 Prepare, submit, and track the payment of  
23 project invoices to ADMINISTRATOR;

24 13.11.1.4 Maintain a requisition file of all  
25 contract-related purchases and expenditures.

26 13.11.1.5 Serve as liaison to ADMINISTRATOR  
27 regarding the submission of financial reports and back up documents;

28 13.11.1.6 Prepare requests to ADMINISTRATOR to

1 modify budget line items, when instructed by the Project Director, and secure  
2 approval from ADMINISTRATOR for the expenditure of funds, as needed.

3 13.11.1.7 Prepare budgets and generate forecasts for  
4 financial and programmatic performance;

5 13.11.1.8 Analyze and summarize financial data as  
6 requested by the Project Director;

7 13.11.1.9 Troubleshoot problems identified in budget  
8 reports, and recommend corrective action to the Project Director.

9 13.11.1.10 Reconcile project financial records with  
10 CONTRACTOR's corporate financial records, and prepare, under direction,  
11 proposed budgets for contract renewal.

12 13.11.2 Qualifications:

13 13.11.2.1 Bachelor's degree from an accredited  
14 college or university in accounting, finance, or business administration, or  
15 four (4) years of experience in accounting, finance, or business  
16 administration.

17 13.11.2.2 Minimum of four (4) years of work  
18 experience in a similar accounting or financial position.

19 13.11.2.3 Ability to effectively analyze data and  
20 clearly communicate in verbal and written form, contract and financial  
21 details, and computer literacy with word processing and spreadsheet programs  
22 such as MS Word, Excel, and other data base applications.

23 13.11.2.4 ~~Ability to interact successfully with~~  
24 ~~COUNTY staff;~~ Possess excellent organizational, interpersonal, written, and  
25 verbal communication skills; ability to perform comfortably in a fast-paced,  
26 deadline-oriented work environment; ability to successfully execute many  
27 complex tasks simultaneously; and ability to work as a team member, as well as  
28 independently.

13.12 ~~Administrative and Performance Manager~~ Quality Manager

13.12.1 Duties:

13.12.1.1 Provide direct supervision of the Staff Development Specialist Training & Quality Coordinator.

13.12.1.2 Develop and maintain effective communication with appropriate ADMINISTRATOR managers, and management level staff from partnering entities.

13.12.1.3 Develops and implements planned or systematic actions/tools necessary to ensure Case Management Services are performed effectively.

13.12.1.4 Ensure the administration of the CalWORKs/WTW program is in compliance with all contractual, County, State and Federal requirements.

~~13.12.1.5 Oversees compliance with contractual obligations, identifies program deficiencies and recommends any necessary corrective actions to ensure consistent application of all project and COUNTY policies and procedures pertinent to the project.~~

13.12.1.6 Ensures the quality of casework per the quality standards required by Orange County CalWORKs/WTW Policies and Procedures, and develops and implements internal systems and procedures.

13.12.1.7 Analyze COUNTY performance audits and provides feedback on findings;

13.12.1.8 Performs internal audits to ensure quality of Case Management Services;

13.12.1.9 Identifies program deficiencies and makes recommendations for solutions and corrective action.

13.12.1.10 Develop and maintain a training program for Case Management Staff and provide direction for ongoing staff training

1 and development.

2 13.12.1.11 Assist the Project Director with day-to-  
3 day project operations, including but not limited to hiring staff; monitoring  
4 of staff performance and recommendations for corrective actions; and  
5 implementing project activities.

6 13.12.1.12 ~~Assists with the day to day human resource~~  
7 ~~duties such as, but not limited to coordinating, scheduling and conducting of~~  
8 ~~interviews; processing and orientation of new hires; processing confidential~~  
9 ~~personnel documents; and communicating with CONTRACTOR's corporate offices to~~  
10 ~~ensure proper administration of human resources processes and procedures.~~

11 13.12.1.13 Assist with the day-to-day Finance duties  
12 such as, but not limited to, preparing vendor invoices for review and  
13 approval; and communicating with Finance to ensure proper administration of  
14 Finance processes and procedures.

15 13.12.1.14 Perform other duties as may be assigned by  
16 management.

17 13.12.2 Qualifications:

18 13.12.2.1 Bachelor's degree, ~~Master's~~ degree  
19 ~~preferred,~~ from an accredited college or university, preferably in a human  
20 services related field, or four (4) years of experience in employment services  
21 or human services; a minimum of two (2) years of experience in a human  
22 services related field; experience in CalWORKs and/or WTW preferred; and at  
23 least two (2) years of supervisory experience. ~~in Social Welfare, Business~~  
24 ~~Administration, Public Administration, or in a human services related field;~~  
25 ~~or four (4) years of experience in administrative or staff capacity in the~~  
26 ~~analysis and resolution of problems related to policies and procedures,~~  
27 ~~organization, personnel, or systems.~~

28 13.12.2.2 Competent in the use of personal computers

1 and knowledgeable of all MS Office applications.

2 13.12.2.3 Possess excellent organizational,  
3 interpersonal, written, and verbal communication skills; ability to perform  
4 comfortably in a fast-paced, deadline-oriented work environment; ability to  
5 successfully execute many complex tasks simultaneously; and ability to work as  
6 a team member, as well as independently.

7 13.13 Human Resources (HR) Specialist:

8 13.13.1 Duties:

9 13.13.1.1 Directs recruitment and hiring efforts to  
10 ensure compliance with CONTRACTOR's policies and contract requirements under  
11 the general direction of Human Resources;

12 13.13.1.2 Ensures compliance with Equal Employment  
13 Opportunity, Americans with Disability Act, and other applicable personnel  
14 requirements;

15 13.13.1.3 Establish and oversees the employee  
16 performance evaluation process;

17 13.13.1.4 Complete employment verifications;

18 13.13.1.5 Maintain monthly turnover tracking  
19 information and reporting requirements;

20 13.13.1.6 Process employee separation procedures;  
21 and

22 13.13.1.7 Maintain and update organizational charts.

23 13.13.1.8 Perform other duties as may be assigned by  
24 management.

25 13.13.2 Qualifications:

26 13.13.2.1 Bachelor's degree from an accredited  
27 college or university preferably in Human Resources, Business Administration,  
28 or Psychology, or four (4) years experience in human resources.

1 13.13.2.2 Knowledge of Federal and State employment  
2 laws.

3 13.13.2.3 Possess experience in conflict and  
4 employee relations resolutions in a human resource context (e.g. grievances,  
5 leading investigations and reporting.)

6 13.13.2.4 Possess personal computer skills and the  
7 ability to quickly learn software applications, and knowledge in the use of  
8 other general office equipment.

9 13.13.2.5 Possess excellent organizational,  
10 interpersonal, written, and verbal communication skills; ability to perform  
11 comfortably in a fast-paced, deadline-oriented work environment; ability to  
12 successfully execute many complex tasks simultaneously; and ability to work as  
13 a team member, as well as independently; ability to work with a culturally and  
14 linguistically diverse population in a courteous and effective manner.

15 13.14 IT Support:

16 13.14.1 Duties:

17 13.14.1.1 Serve as a Technical Advisor for the project.

18 13.14.1.2 Supervise maintenance of all MAXIMUS  
19 Information Technology (IT) equipment.

20 13.14.1.3 Communicate telecommunication needs with  
21 Project Director and appropriate COUNTY SSA staff.

22 13.14.1.4 Coordinate the project's utilization of the  
23 mobile app.

24 13.14.2 Qualifications:

25 13.14.2.1 Associate's degree from an accredited college  
26 or university or four (4) years of experience in a Computer Science or related  
27 field.

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EXHIBIT B

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

MAXIMUS HUMAN SERVICES, INC.

~~A SUBSIDIARY OF MAXIMUS, INC.~~

FOR THE PROVISION OF CASE MANAGEMENT SERVICES

AGREEMENT TO COMPLY WITH THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY  
INFORMATION TECHNOLOGY SECURITY AND USAGE POLICY

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

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

Information Security Rules of the Road Training

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

Confidentiality Statement

I agree to the confidentiality provisions pursuant to Paragraph 31 of this Agreement. Further I acknowledge and agree to the following:

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

Information pertaining to ADMINISTRATOR’s clients shall not be disclosed to anyone, in or out of the workplace, including other employees, nor shall it be published, or used by any employee, except for purposes directly connected with the administration of ADMINISTRATOR’s programs as set forth in the California Welfare and Institutions Code, or pursuant to an order of a

judge of the Juvenile Court.

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

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

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Printed Name

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date