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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ARBOR E & T, LLC
DBA RESCARE WORKFORCE SERVICES
FOR THE PROVISION OF ~~JOB SERVICES~~
~~AND EMPLOYMENT SUPPORT SERVICES~~ EMPLOYMENT SERVICES

THIS AGREEMENT, entered into this 1st day of July 2015~~6~~, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ARBOR E & T, LLC, DBA RESCARE WORKFORCE SERVICES, a Kentucky for-profit corporation, qualified to transact interstate business in the State of California, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Employment Services; and

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2015, and terminate on June 30, 2016, unless earlier terminated pursuant to the provisions of Paragraph 44 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 Exhibits A, B, C, and D 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, unless otherwise provided for in 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.

3. DEFINITIONS

3.1 Appraisal: An individualized interview 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.

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

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

3.4 CalWORKs Assistance: The CalWORKs financial assistance payment.

3.5 CalWORKs (Federal) Activities: WTW activities outside of the CalWORKs (State) WTW 24-Month Time Clock that meet Federal work requirements

1 and must conform to Federal core and non-core hourly requirements as described
2 in WIC Sections 11322.8(b) and 11322.85(a)(3).

3 3.6 CalWORKs (State) Activities: The full range of CalWORKs WTW
4 activities during the CalWORKs (State) WTW 24-Month Time Clock with no core
5 hourly requirement.

6 3.7 CalWORKs (State) WTW 24-Month Time Clock: A twenty-four (24)
7 month period of WTW eligibility applicable to all individuals who are required
8 to participate in the CalWORKs/WTW Program pursuant to State regulations.
9 Months that count are cumulative during an individual's lifetime on CalWORKs
10 Assistance.

11 3.8 ~~Career Consultant~~ Talent Development Specialist: An employee of
12 CONTRACTOR who is responsible for accepting all Job Services and Employment
13 Support Services referrals, and is responsible for documentation, service
14 delivery, outcomes, action plans, and provides ongoing support to all
15 Participants, as referred by WTW Staff.

16 3.9 Cause Determination: A process conducted between the Participant
17 and the Case Manager, to determine if a noncompliant Participant has good
18 cause for failing or refusing to meet program requirements.

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

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

25 3.12 COUNTY Policy: Orange County CalWORKs/WTW Policies and Procedures
26 100 Series through 600 Series, and any other direction or instructions
27 provided in writing by ADMINISTRATOR, including, but not limited to, emails
28 and FSS Program Summaries as defined in Subparagraph 3.25 below.

1 3.13 Domestic Abuse Services Unit (DASU): Employees of ADMINISTRATOR
2 assigned to provide domestic abuse services to Participants.

3 3.14 Earned Income Tax Credit (EITC): A Federal and California tax
4 credit available to people who have earned income and meet the eligibility
5 criteria as outlined in the Department of the Treasury, Internal Revenue
6 Service Publication 596 and Franchise Tax Board Publications 428 and 429.

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

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

14 3.17 Job Placement: Employment of WTW Participants during their
15 assignment to Job Services, as defined by COUNTY Policy.

16 3.18 Job Services: A four (4) to six (6) week WTW Program that
17 consists of open-entry group workshops and active job search.

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

23 3.20 Orange County CalWORKs Plan: A list of major program goals and
24 objectives; and a description of major program elements which contribute to
25 those goals and objectives.

26 3.21 Orientation: A presentation that is conducted either individually
27 or in a group setting by CONTRACTOR during which Participants are informed
28 about the CalWORKs Program, including information about cash aid, the WTW

1 Program, Supportive Services, and other benefits available to them.

2 3.22 Participants: An individual who is required to participate, or
3 has voluntarily enrolled, in the CalWORKs WTW Program pursuant to State
4 regulations.

5 3.23 Personal Empowerment Program (PEP): A ten (10) week class for
6 domestic abuse victims and their families, as well as for perpetrators of
7 domestic abuse. Classes are offered at domestic abuse shelters.

8 3.24 Post-placement Participants: Participants who are currently
9 meeting required WTW participation hours through unsubsidized employment and
10 remain on aid.

11 3.25 FSS Program Summary (ies): Monthly summary of updates, reminders,
12 clarifications, and/or new information that may replace or enhance program,
13 operational and computer information systems policies, procedures and/or
14 guidelines.

15 3.26 Recipient: An individual receiving CalWORKs financial assistance.

16 3.27 Subsidized Employment: Employment in which a portion of the wage
17 is paid through a government subsidy.

18 3.28 Supportive Services: Payments provided to or on behalf of
19 Participants for ancillary, child care, and transportation expense costs.

20 3.29 Unsubsidized Employment: Employment without government subsidy.

21 3.30 Vocational Assessment: An evaluation of employability and the need
22 for Employment Support Services which considers work history, employment
23 knowledge, skills, and abilities, education; educational competency level,
24 local labor market conditions, physical limitations, and mental conditions.
25 Vocational Assessments are conducted through another COUNTY contracted service
26 provider.

27 3.31 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act
28 administered in the Social Services Agency of Orange County, which requires

1 non-exempt parents or caretakers in families on CalWORKs Assistance to meet
2 work requirements by participating in WTW activities, with a goal of
3 unsubsidized employment leading to self-sufficiency.

4 3.32 Workforce Innovation and Opportunity Act (WIOA) formerly known as
5 Workforce Investment Act (WIA): Established under the Federal Workforce
6 Investment Act (WIA) of 1998 to provide activities designed to increase the
7 employment, retention, and earnings of Participants, and increase attainment
8 of occupational skills by Participants. Activities authorized by WIA are
9 provided at the local level via the One-Stop Centers to individuals in need of
10 those services, including job seekers, dislocated workers, youth, incumbent
11 workers, new entrants to the workforce, veterans, persons with disabilities
12 and employers. The Federal WIA of 1998 provides the framework for a national
13 workforce preparation and employment system. Title I of WIA authorizes and
14 funds a number of employment and training programs in California. Workforce
15 investment activities authorized by WIA are provided at the local level via
16 One-Stop Career Centers, to Participants in need of those services. These
17 Participants may include job seekers, dislocated workers, youth, incumbent
18 workers, new entrants to the workforce, veterans, persons with disabilities,
19 and employers. The WIA's primary purpose is to provide workforce investment
20 activities that increase the employment, retention, and earnings of
21 Participants, and increase occupational skill attainment by Participants. WIA
22 programs were reauthorized by the enactment of the Federal Workforce
23 Innovation and Opportunity Act on July 22, 2014.

24 3.33 WTW Activities: Allowable activities to which a Participant may
25 be assigned as specified in the WIC and the Orange County CalWORKs Plan.

26 3.34 Welfare-To-Work (WTW) Case Manager: An employee of ADMINISTRATOR
27 or other COUNTY contractor who provides case management services to
28 Participants.

1 3.35 Welfare-To-Work (WTW) Staff: ADMINISTRATOR's staff and other
2 contracted staff with the authority to refer Participants for services as
3 defined by COUNTY Policy.

4 3.36 Work Participation: The number of hours per week a Participant is
5 required to engage in WTW activities, based on Federal and State requirements.

6 3.37 Worksite Provider: Public, non-profit and for-profit businesses
7 where Participants may perform their WTW activity. The Worksite Provider may
8 or may not be the employer of record in the subsidized employment program.

9 4. STATUS OF CONTRACTOR

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

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

21 5. DESCRIPTION OF SERVICES, STAFFING

22 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
23 and supplies as described in the Exhibits to the Agreement Between County of
24 Orange and ARBOR E & T, LLC, DBA RESCARE WORKFORCE SERVICES, for the Provision
25 of Job Services and Employment Support Services, attached hereto and
26 incorporated herein by reference: Exhibit "A" relating to Job Services,
27 Exhibit "B" relating to Employment Support Services, Exhibit "C" relating to
28 Subsidized Employment Program, Exhibit "D" relating to Service Conditions and

1 Exhibit "DE" relating to Agreement to Comply with the County of Orange Social
2 Services Agency Information Technology Security and Usage Policy. CONTRACTOR
3 shall operate continuously throughout the term of this Agreement with the
4 number and type of staff described and as required for provision of services
5 hereunder.

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

10 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
11 appropriate staff to attend an orientation session and subsequent training
12 sessions given by COUNTY.

13 6. LICENSES AND STANDARDS

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

22 6.2 In the performance of this Agreement, CONTRACTOR shall comply,
23 unless waived in whole or in part by ADMINSTRATOR, with all applicable
24 provisions of the California Welfare and Institutions Code (WIC), Title 45 of
25 the Code of Federal Regulations (CFR), implementing regulations under 2 CFR
26 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
27 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable
28 laws and regulations of the United States, State of California, County of

1 Orange Social Services Agency and all administrative regulations, rules and
2 policies adopted thereunder as each and all may now exist or be hereafter
3 amended.

4 6.2.1 For Federally funded Agreements in the amount of \$25,000
5 or more, CONTRACTOR certifies that its officers and/or principals are not
6 debarred or suspended from Federal financial assistance programs and/or
7 activities.

8 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

9 7.1 Delegation and Assignment:

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

19 7.2 Subcontracts:

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

27 7.2.1 Subcontracts of \$25,000 or less:

28 CONTRACTOR shall develop a standard form Purchase Order,

1 subject to prior written approval of ADMINISTRATOR, to be utilized for the
2 purchase of services by CONTRACTOR when the cumulative total cost of the
3 services to be provided by any organization is anticipated to be twenty-five
4 thousand dollars (\$25,000) or less during each COUNTY fiscal year, July 1st
5 through June 30th, covered under the term of this Agreement. The basis for
6 costs incurred by any such Purchase Order(s) shall be the actual cost of
7 providing services or the usual and customary charges established by the
8 organization(s) providing the services.

9 7.2.2 Subcontracts in excess of \$25,000:

10 CONTRACTOR shall develop and submit for approval to
11 ADMINISTRATOR a system for the procurement of subcontracts with any
12 organization in which the total cumulative cost of services provided by any
13 single organization is anticipated to exceed twenty-five thousand dollars
14 (\$25,000) during each COUNTY fiscal year, July 1st through June 30th, covered
15 under the term of this Agreement. CONTRACTOR's proposed procurement system
16 shall take into consideration such factors as: degree of price competition;
17 pricing policies and techniques; experience and quality of service; methods of
18 evaluating subcontractor responsibility; relationship of subcontractor to
19 CONTRACTOR; and planning, award, and post-award management of subcontracts,
20 including internal audit procedures and monitoring of subcontractor's
21 performance until completion of services.

22 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
23 procurement system, CONTRACTOR shall comply with such procurement system in
24 obtaining subcontracts with a total cost in excess of twenty-five thousand
25 dollars (\$25,000) during each COUNTY fiscal year, July 1st through June 30th,
26 covered under the term of this Agreement. In addition, CONTRACTOR shall
27 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
28 with any organization when the total cumulative cost of services to be

1 provided by that organization is anticipated to exceed twenty-five thousand
2 dollars (\$25,000) during each COUNTY fiscal year, July 1st through June 30th,
3 covered under the term of this Agreement.

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

10 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

11 8.1 Form of Business Organization:

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

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

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

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

25 8.2 Change in Form of Business Organization:

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

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

5 8.3 Real Property Disclosure:

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

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

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

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

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

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

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

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

1 directors and stockholders of any private corporation, and a similar listing
2 of all general and limited partners of any partnership which is a party.

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

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

24 9. USE OF COUNTY PROPERTY

25 9.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
26 space, office furniture, and office equipment located in any and all offices
27 and COUNTY facilities at which CONTRACTOR shall be co-located with COUNTY
28 staff pursuant to this Agreement, as is more particularly set forth in that

1 certain lease or license agreement described in Subparagraph 9.2, below. As
2 stated in the lease or license agreement, said office space, office furniture,
3 and equipment shall be used solely by employees of CONTRACTOR while performing
4 their assigned duties pursuant to this Agreement.

5 9.2 CONTRACTOR shall enter into a rent-free lease or license agreement
6 with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute
7 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
8 of said document to CONTRACTOR. Failure to execute the lease or license
9 agreement will result in a breach of this Agreement.

10 9.3 CONTRACTOR is responsible for any costs associated with Fair
11 Employment and Housing Act and Americans with Disabilities Act for its own
12 employees at County facilities. COUNTY may, in its sole discretion and on a
13 case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.

14 10. NON-DISCRIMINATION

15 10.1 In the performance of this Agreement, CONTRACTOR agrees that it
16 shall not engage nor employ any unlawful discriminatory practices in the
17 admission of clients, provision of services or benefits, assignment of
18 accommodations, treatment, evaluation, employment of personnel or in any other
19 respect on the basis of race, religious creed, color, national origin,
20 ancestry, physical disability, mental disability, medical condition, genetic
21 information, marital status, sex, gender, gender identity, gender expression,
22 age, sexual orientation, military and veteran status or any other protected
23 group in accordance with the requirements of all applicable Federal or State
24 laws.

25 10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
26 meets the lawful and applicable requirements of the U.S. Department of Health
27 and Human Services.

28 10.3 CONTRACTOR shall furnish any and all information requested by

1 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
2 books, records and accounts in order to ascertain CONTRACTOR's compliance with
3 Paragraph 10 et seq.

4 10.4 CONTRACTOR shall comply with Executive Order 11246, entitled
5 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
6 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

7 10.5 Non-Discrimination in Employment:

8 10.5.1 All solicitations or advertisements for employees placed
9 by or on behalf of CONTRACTOR shall state that all qualified applicants will
10 receive consideration for employment without regard to race, religious creed,
11 color, national origin, ancestry, physical disability, mental disability,
12 medical condition, genetic information, marital status, sex, gender, gender
13 identity, gender expression, age, sexual orientation, military and veteran
14 status or any other protected group in accordance with the requirements of all
15 applicable Federal or State laws. Notices describing the provisions of the
16 equal opportunity clause shall be posted in a conspicuous place for employees
17 and job applicants.

18 10.5.2 CONTRACTOR shall refer any and all employees desirous of
19 filing a formal discrimination complaint to:

20 California Department of Social Services

21 Public Inquiry and Response Bureau

22 P.O. Box 944243, M.S. 8-34-23

23 Sacramento, CA 94244-2430 95814

24 Telephone: (800) 952-5253

25 (800) 952-8349 (For the hard of hearing)

26 10.6 Non-Discrimination in Service Delivery:

27 10.6.1 CONTRACTOR shall comply with Titles VI and VII of the
28 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of

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

22 10.6.2 CONTRACTOR shall provide any and all clients desirous of
 23 filing a formal complaint any and all information as appropriate:

24 10.6.2.1 Pamphlet: "Your Rights Under California
 25 Welfare Programs" (PUB 13)

26 10.6.2.2 Discrimination Complaint Form

27 10.6.2.3 Civil Rights Contacts:

28 County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

11. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
500 N. State College Blvd.
Orange, CA 92868-1600

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

With copy to:

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

And

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

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

12. NOTICE OF DELAYS

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

13. INDEMNIFICATION

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

1 14. INSURANCE

2 14.1 Prior to the provision of services under this Agreement,
3 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense,
4 including all endorsements required herein, necessary to satisfy COUNTY that
5 the insurance provisions of this Agreement have been complied with.
6 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance,
7 and endorsements on deposit with COUNTY during the entire term of this
8 Agreement. In addition, all subcontractors performing work on behalf of
9 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the
10 same terms and conditions as set forth herein for CONTRACTOR.

11 14.2 CONTRACTOR shall ensure that all subcontractors performing work on
12 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
13 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
14 to the same terms and conditions as set forth herein for CONTRACTOR.
15 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
16 than the level of coverage required by COUNTY from CONTRACTOR under this
17 Agreement. It is the obligation of CONTRACTOR to provide notice of the
18 insurance requirements to every subcontractor and to receive proof of
19 insurance prior to allowing any subcontractor to begin work. Such proof of
20 insurance must be maintained by CONTRACTOR through the entirety of this
21 Agreement for inspection by COUNTY representative(s) at any reasonable time.

22 14.3 All self-insured retentions (SIRs) and deductibles shall be
23 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
24 apply, indicate this on the Certificate of Insurance with a zero (0) by the
25 appropriate line of coverage. Any self-insured retention (SIR) or deductible
26 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
27 specifically be approved by the County Executive Office (CEO)/Office of Risk
28 Management upon review of CONTRACTOR's current audited financial report.

1 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
2 the full term of this Agreement, COUNTY may terminate this Agreement.

3 14.5 Qualified Insurer:

4 14.5.1 The policy or policies of insurance required herein must
5 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
6 Rating) and VIII (Financial Size Category as determined by the most current
7 edition of the Best's Key Rating Guide/Property-Casualty/United States or
8 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
9 to do business in the state of California (California Admitted Carrier).

10 14.6 If the insurance carrier does not have an A.M. Best Rating of A-
11 /VIII, the CEO/Office of Risk Management retains the right to approve or
12 reject a carrier after a review of the company's performance and financial
13 rating.

14 14.7 The policy or policies of insurance maintained by CONTRACTOR shall
15 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

14.8 Required Coverage Forms:

14.8.1 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.

14.8.2 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.

14.9 Required Endorsements:

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

14.9.1.1 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.

14.9.1.2 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.

14.10 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

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

14.10.2 A primary and 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.

14.11 All insurance policies required by this Agreement shall waive all

1 rights of subrogation against the County of Orange, its elected and appointed
2 officials, officers, agents and employees when acting within the scope of
3 their appointment or employment.

4 14.12 The Workers' Compensation policy shall contain a waiver of
5 subrogation endorsement waiving all rights of subrogation against the County
6 of Orange, its elected and appointed officials, officers, agents and employees
7 when acting within the scope of their appointment or employment.

8 14.13 CONTRACTOR shall notify County in writing within thirty (30) days
9 of any policy cancellation and ten (10) days for non-payment of premium and
10 provide a copy of the cancellation notice to County. Failure to provide
11 written notice of cancellation may constitute a material breach of the
12 contract, upon which the County may suspend or terminate this Agreement.

13 14.14 If CONTRACTOR's Professional Liability and/or Network Security &
14 Privacy Liability are "Claims Made" policy(ies), CONTRACTOR shall agree to
15 maintain coverage for two (2) years following the completion of this
16 Agreement. ~~If CONTRACTOR's Professional Liability policy is a "claims made"~~
17 ~~policy, CONTRACTOR shall agree to maintain professional liability coverage for~~
18 ~~two (2) years following completion of this Agreement.~~

19 14.15 The Commercial General Liability policy shall contain a
20 severability of interests clause also known as a "separation of insureds"
21 clause (standard in the ISO CG 0001 policy).

22 14.16 Insurance certificates should be mailed to COUNTY at the address
23 indicated in Paragraph 11 of this Agreement.

24 14.17 If CONTRACTOR fails to provide the insurance certificates and
25 endorsements within seven (7) days of notification by CEO/County Procurement
26 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

27 14.18 COUNTY expressly retains the right to require CONTRACTOR to
28 increase or decrease insurance of any of the above insurance types throughout

1 the term of this Agreement. Any increase or decrease in insurance will be as
2 deemed by County of Orange Risk Manager as appropriate to adequately protect
3 COUNTY.

4 14.19 COUNTY shall notify CONTRACTOR in writing of changes in the
5 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
6 certificates of insurance and endorsements with COUNTY incorporating such
7 changes within thirty (30) days of receipt of such notice, this Agreement may
8 be in breach without further notice to CONTRACTOR, and COUNTY shall be
9 entitled to all legal remedies.

10 14.20 The procuring of such required policy or policies of insurance
11 shall not be construed to limit CONTRACTOR's liability hereunder nor to
12 fulfill the indemnification provisions and requirements of this Agreement, nor
13 act in any way to reduce the policy coverage and limits available from the
14 insurer.

15 15. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

16 CONTRACTOR shall report to COUNTY:

17 15.1 Any accident or incident relating to services performed under this
18 Agreement which involves injury or property damage which may result in the
19 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
20 shall be made in writing within twenty-four (24) hours of occurrence.

21 15.2 Any third party claim or lawsuit filed against CONTRACTOR arising
22 from or related to services performed by CONTRACTOR under this Agreement.
23 Such report shall be submitted to COUNTY within twenty-four (24) hours of
24 occurrence.

25 15.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
26 property. Such report shall be submitted to COUNTY within twenty-four (24)
27 hours of occurrence.

28 15.4 Any loss, disappearance, destruction, misuse, or theft of any kind

1 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
2 under the term of this Agreement. Such report shall be submitted to COUNTY
3 within twenty-four (24) hours of occurrence.

4 16. CONFLICT OF INTEREST

5 16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
6 any actions or conditions that could result in a conflict with the best
7 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
8 agents, relatives, subcontractors, and third parties associated with
9 accomplishing the work hereunder.

10 16.2 CONTRACTOR's efforts shall include, but not be limited to,
11 establishing precautions to prevent its employees or agents from making,
12 receiving, providing, or offering gifts, entertainment, payments, loans, or
13 other considerations which could be deemed to appear to influence individuals
14 to act contrary to the best interests of COUNTY.

15 17. ANTI-PROSELYTISM PROVISION

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

20 18. SUPPLANTING GOVERNMENT FUNDS

21 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
22 intended for the purposes of this Agreement with any funds made available
23 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
24 for, or apply sums received from COUNTY with respect to, that portion of its
25 obligations which have been paid by another source of revenue. CONTRACTOR
26 agrees that it shall not use funds received pursuant to this Agreement, either
27 directly or indirectly, as a contribution or compensation for purposes of
28 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY

1 program without prior written approval of ADMINISTRATOR.

2 19. EQUIPMENT

3 19.1 All items purchased with funds provided under this Agreement, or
4 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
5 at least five thousand dollars (\$5,000), including sales tax, shall be
6 considered Capital Equipment. Title to all Capital Equipment shall, upon
7 purchase, vest and remain in COUNTY. The use of such items of Capital
8 Equipment is limited to the performance of this Agreement. Upon the
9 termination of this Agreement, CONTRACTOR shall immediately return any items
10 of Capital Equipment to COUNTY or its representatives, or dispose of them in
11 accordance with the directions of ADMINISTRATOR.

12 CONTRACTOR further agrees to the following:

13 19.1.1 To maintain all items of Capital Equipment in good
14 working order and condition, normal wear and tear excepted.

15 19.1.2 To label all items of Capital Equipment, do periodic
16 inventories as required by ADMINISTRATOR and to maintain an inventory list
17 showing where and how the Capital Equipment is being used, in accordance with
18 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
19 ADMINISTRATOR within ten (10) days of any request therefore.

20 19.1.3 To report in writing to ADMINISTRATOR immediately after
21 discovery, the loss or theft of any items of Capital Equipment. For stolen
22 items, the local law enforcement agency must be contacted and a copy of the
23 police report submitted to ADMINISTRATOR.

24 19.1.4 To purchase a policy or policies of insurance covering
25 loss or damage to any and all Capital Equipment purchased under this
26 Agreement, in the amount of the full replacement value thereof, providing
27 protection against the classification of fire, extended coverage, vandalism,
28 malicious mischief and special extended perils (all risks) covering the

1 parties' interests as they appear.

2 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be
3 requested in writing, shall require the prior written approval of
4 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
5 appropriate and directly related to CONTRACTOR's service or activity under the
6 terms of this Agreement. COUNTY may refuse reimbursement for any costs
7 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
8 if prior written approval has not been obtained from ADMINISTRATOR.

9 19.3 Personal Computer Equipment:

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

18 19.4 Use of COUNTY Personal Computer Equipment

19 COUNTY intends to permit CONTRACTOR the use of computer equipment
20 provided by ADMINISTRATOR. Said computer equipment shall be used solely by
21 employees of CONTRACTOR while performing their assigned duties pursuant to
22 this Agreement and shall remain the property of COUNTY. CONTRACTOR shall
23 ensure that each of its employees that has access to COUNTY facilities and/or
24 data contained in ADMINISTRATOR's Computer Information System completes
25 information security and computer usage training provided by ADMINISTRATOR,
26 signs and adheres to the provisions in Exhibit DE to this Agreement, and signs
27 and adheres to any subsequent agreements required by Federal, State or other
28 organizations. CONTRACTOR's failure to have all CONTRACTOR employees that

1 have access to COUNTY's facilities and/or data execute the agreement and/or
2 complete training shall constitute a breach of this Agreement.

3 20. BREACH SANCTIONS

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

9 20.1 Afford CONTRACTOR a time period within which to cure the breach,
10 which period shall be established by ADMINISTRATOR; and/or

11 20.2 Discontinue reimbursement to CONTRACTOR for and during the period
12 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
13 later recovery; and/or

14 20.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
15 COUNTY those monies disallowed pursuant to Subparagraph 20.2 above.

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

18 21. PAYMENTS

19 21.1 Maximum Contractual Obligation:

20 The maximum obligation of COUNTY under this Agreement shall not
21 exceed the amount of ~~\$11,786,712.00~~\$56,433,560: the amount of \$11,286,712 for
22 July 1, 2016 through June 30, 2017; the amount of \$11,286,712 for July 1,
23 2017 through June 30, 2018; the amount of \$11,286,712 for July 1, 2018
24 through June 30, 2019; the amount of \$11,286,712 for July 1, 2019 through
25 June 30, 2020; and the amount of \$11,286,712 for July 1, 2020 through June
26 30, 2021, or actual allowable costs, whichever is less.

27 21.2 Allowable Costs:

28 During the term of this Agreement, COUNTY shall pay CONTRACTOR

1 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
2 pursuant to this Agreement. Allowable costs shall be determined pursuant to
3 Subpart 31.2 of Title 48 of the Code of Federal Regulations, commencing with
4 Section 31.201, or as approved by ADMINISTRATOR. However, COUNTY, in its sole
5 discretion, may pay CONTRACTOR for anticipated allowable costs that will be
6 incurred by CONTRACTOR for ~~June 2015~~ for the months of June in 2017, 2018,
7 2019, 2020, and 2021 during the months of such anticipated expenditure.

8 21.3 ~~CONTRACTOR's Fees~~ Profit:

9 In addition to reimbursement for actual allowable costs pursuant
10 to Subparagraph 21.2, CONTRACTOR shall be paid ~~\$159,624.25~~ \$55,476 monthly in
11 arrears, for each month or any portion thereof that this Agreement is in
12 effect for a total aggregate of ~~\$1,915,491.00~~ \$665,712 for each COUNTY fiscal
13 year, July 1 through June 30, covered under the term of this Agreement as
14 stated in Paragraph 1. ~~It is agreed that the fee specified in this~~
15 ~~Subparagraph shall fully compensate CONTRACTOR for general and administrative~~
16 ~~and/or overhead costs, and/or any other indirect costs incurred as a result of~~
17 ~~performance of this Agreement, and that any such costs in excess of this~~
18 ~~amount shall not be allowed, paid or reimbursed.~~ CONTRACTOR's Fees are Profit
19 is part of and not in addition to the maximum obligation of COUNTY as stated
20 in Subparagraph 21.1 above.

21 21.4 Claims:

22 21.4.1 CONTRACTOR shall submit monthly claims to be received by
23 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
24 expenses incurred in the preceding month. In the event the twentieth (20th)
25 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
26 claim the next business day. COUNTY holidays include New Year's Day, Martin
27 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
28 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,

1 Friday after Thanksgiving, and Christmas Day.

2 21.4.2 All claims must be submitted on a form approved by
3 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
4 source documents with the monthly claim, including, inter alia, a monthly
5 statement of services, general ledgers, supporting journals, time sheets,
6 invoices, canceled checks, receipts, and receiving records, some of which may
7 be required to be copied. Source documents that CONTRACTOR must submit shall
8 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
9 shall retain all financial records in accordance with Paragraph 27 (Records,
10 Inspections, and Audits) of this Agreement.

11 21.4.3 Payments should be released by COUNTY within a reasonable
12 time period of approximately thirty (30) days after receipt of a correctly
13 completed claim form and required supporting documentation.

14 21.4.4 Year End and Final Claims/Settlement:

15 21.4.4.1 CONTRACTOR shall submit a final claim for the
16 ~~term of July 1, 2015 through June 30, 2016~~ each COUNTY fiscal year, July 1
17 through June 30, covered under the term of this Agreement as stated in
18 Paragraph 1, by no later than ~~August 30, 2016 at 5:00 p.m.~~ January 30th of
19 each corresponding COUNTY fiscal year. Claims received after ~~August~~ January
20 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole
21 discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which
22 the final claim per each COUNTY fiscal year must be received, upon written
23 notice to CONTRACTOR.

24 21.4.4.2 The basis for final settlement shall be the
25 actual allowable costs as defined in Title 45 of the CFR and 2 CFR, Part 230
26 or Title 48 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR
27 pursuant to the Agreement; limited, however, to the maximum obligation of the
28 County. In the event that any overpayment has been made, the County may

1 offset the amount of the overpayment against the final payment. In the event
2 overpayment exceeds the final payment, CONTRACTOR shall pay the County all
3 such sums within five (5) business days of notice from the County. Nothing
4 herein shall be construed as limiting the remedies of the County in the event
5 an overpayment has been made.

6 21.4.5 Seventy-Five Percent Expenditure Notification:

7 21.4.5.1 CONTRACTOR shall maintain a system of record
8 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
9 five percent (75%) of the total contract authorizations under this Agreement.
10 Upon occurrence of this event, CONTRACTOR shall send written notification to
11 ADMINISTRATOR.

12 ~~21.4.6 Financial Penalties for Underperformance~~

13 ~~21.4.6.1 CONTRACTOR shall be assessed financial~~
14 ~~penalties for each quarterly period of underperformance per Subparagraph~~
15 ~~21.4.2 with respect to Placement Rates and Average Starting Wage.~~

16 ~~21.4.6.2 21.4.7.2 Quarterly periods are defined as:~~
17 ~~July 1 through September 30; October 1 through December 31; January 1 through~~
18 ~~March 31; and April 1 through June 30. The financial penalties will be~~
19 ~~assessed for each quarterly period in which the average is less than the~~
20 ~~percentage specified in Table 1 below of Job Services Participants that are~~
21 ~~placed in employment; or the average starting wage is less than the amount~~
22 ~~specified in Table 2 below of those placed in employment. The amount of~~
23 ~~financial penalty assessed for any quarter of underperformance shall be~~
24 ~~calculated by taking the applicable percentage, from Tables 1 and 2, below of~~
25 ~~\$2,946,678.00 (one quarter of the maximum obligation amount specified in~~
26 ~~Subparagraph 21.1). One or both penalties may be levied in a single quarter.~~
27 ~~Any penalty levied will be deducted from the next payment due by COUNTY after~~
28 ~~the penalty is calculated.~~

Table 1

Quarterly Average of Job Services Participants That Are Placed in Employment	Penalty Percentage of Quarterly Maximum Obligation
Less than fifty percent (50%)	Two percent (2%)
Less than forty percent (40%)	Four percent (4%)
Less than thirty percent (30%)	Eight percent (8%)

Table 2

Quarterly Average Starting Wage of Job Services Participants That Are Placed in Employment	Penalty Percentage of Quarterly Maximum Obligation
Less than twenty percent (20%) above prevailing California minimum wage	Two percent (2%)
Less than fifteen percent (15%) above prevailing California minimum wage	Four percent (4%)
Less than ten percent (10%) above prevailing California minimum wage	Eight percent (8%)

21.4.7 Financial Performance Incentives

21.4.7.1 CONTRACTOR shall be paid an incentive payment for each quarter CONTRACTOR achieves the outcome objectives per Subparagraph 1.4 of Exhibit A of this Agreement, with respect to Placement Rates and Average Starting Wage. The incentive will be paid quarterly, at a rate equal to one-fourth (1/4) of one percent (1%) of the total annual budget for salaries and employee benefits as specified in Paragraph 18 of Exhibit D to this Agreement for each quarter CONTRACTOR achieves the outcome objective for Placement Rates as identified in Subparagraphs 1.4.2 and 1.4.5 of Exhibit A; and one-fourth (1/4) of one percent (1%) of the total annual budget for salaries and employee benefits as specified in Paragraph 18 of Exhibit D to this Agreement for each quarter CONTRACTOR achieves the outcome objective for Average Starting Wage as identified in Subparagraphs 1.4.3 and 1.4.6 of Exhibit A. On an annual basis, the maximum amount for such incentive payments, when added to all actual allowable costs, shall not exceed the

1 ~~annual maximum obligation specified in Subparagraph 21.1 of this Agreement.~~

2 21.4.7.2 In addition to the allowable costs identified
3 in Subparagraph 21.2 and profit identified in 21.3, CONTRACTOR shall be paid a
4 quarterly performance incentive payment for each quarter CONTRACTOR achieves
5 the Placement Rate Benchmarks identified in Tables 1 and 2 below.

6 21.4.7.3 The performance incentive will be paid for
7 each quarterly period in which CONTRACTOR achieves the percentages specified
8 in Table 1 below of Job Services Participants that are placed in Unsubsidized
9 Employment; and for each quarterly period in which CONTRACTOR achieves the
10 percentages specified in Table 2 below of Subsidized Employment Participants
11 that are placed in Subsidized Employment.

12 21.4.7.4 The amount of the performance incentive for
13 any quarter shall be calculated by taking the applicable percentage from Table
14 1 below of one quarter (1/4) of the total annual budget for salaries and
15 employee benefits, services, and operating expenses as specified in Paragraph
16 18 of Exhibit D to this Agreement for each quarter CONTRACTOR achieves the
17 Placement Rate Benchmarks for Job Services Participants placed in Unsubsidized
18 Employment as identified in Table 1 below; and the applicable percentage from
19 Table 2 below of one quarter (1/4) of the total annual budget for salaries and
20 employee benefits, services, and operating expenses as specified in Paragraph
21 18 of Exhibit D to this Agreement for each quarter CONTRACTOR achieves the
22 Placement Rate Benchmarks for Subsidized Employment Participants placed in
23 Subsidized Employment as identified in Table 2 below.

24 ///

25 ///

26 ///

27 ///

28 ///

Table 1

Job Services Placement Rate Benchmarks		
Performance Incentive Payment Rate	July 1, 2016 through June 30, 2018	July 1, 2018 through June 30, 2021
0.5%	50%	55%
0.5%	55%	60%

Table 2

Subsidized Employment Placement Rate Benchmarks		
Performance Incentive Payment Rate	July 1, 2016 through June 30, 2018	July 1, 2018 through June 30, 2021
0.5%	60%	65%
0.5%	65%	70%

21.4.7.5 On an annual basis, the maximum amount for such performance incentive payments, when added to all actual allowable costs and profit, shall not exceed the annual maximum obligation specified in Subparagraph 21.1 of this Agreement. CONTRACTOR may earn one or both performance incentives in a single quarter.

21.4.7.6 Quarters are defined as: July 1 through September 30; October 1 through December 31; January 1 through March 31; and April 1 through June 30.

22. OVERPAYMENTS

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

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

8 23. 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 24. PROGRAM INCOME

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

18 24.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed
19 Program Income;

20 24.2 Set up and maintain a separate bank account for any proposed
21 Program Income and account for any and all such income received; and

22 24.3 Report to ADMINISTRATOR any and all Program Income received no
23 later than thirty (30) days from the date of receipt, record the amount
24 received on internal financial records, and indicate the amount received on
25 the monthly claim submitted to ADMINISTRATOR.

26 24.4 ADMINISTRATOR will then forward the plan for the requested use of
27 the proposed Program Income to the appropriate State and/or Federal agencies
28 for approval.

1 24.5 CONTRACTOR shall not spend any of the proposed Program Income
2 unless or until such time as ADMINISTRATOR obtains authorization for the use
3 of the Program Income from the responsible State and/or Federal agency and
4 provides CONTRACTOR with prior written approval for the use of the funds.

5 24.6 ADMINISTRATOR may issue future policy statements and/or
6 instructions with respect to Program Income. CONTRACTOR shall immediately
7 comply with such policy statements and/or instructions.

8 25. FINAL REPORT

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

14 26. INDEPENDENT AUDIT

15 26.1 CONTRACTOR shall employ a licensed certified public accountant
16 who shall prepare and file with ADMINISTRATOR, a compliance audit in
17 accordance with the CDSS MPP Section 23-640.2. The audit must be performed in
18 accordance with generally accepted government auditing standards. CONTRACTOR
19 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
20 corrective action is taken within six (6) months after issuance of all audit
21 reports with regard to audit exceptions.

22 26.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
23 covers January through December 31. CONTRACTOR shall provide ADMINISTRATOR
24 copies of organization-wide audits for each of the fiscal cycles corresponding
25 with the term of this Agreement. CONTRACTOR shall provide each audit within
26 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
27 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
28 payment under this or any subsequent Agreement with CONTRACTOR until such time

1 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
2 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

3 27. RECORDS, INSPECTIONS AND AUDITS

4 27.1 Financial Records:

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

10 27.1.2 CONTRACTOR shall establish and maintain reasonable
11 accounting, internal control and financial reporting standards in conformity
12 with generally accepted accounting principles established by the American
13 Institute of Certified Public Accountants and to the satisfaction of
14 ADMINISTRATOR.

15 27.2 Participant Records:

16 27.2.1 CONTRACTOR shall prepare and maintain accurate and
17 complete records of clients served and dates and type of services provided
18 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

19 27.2.2 All Participant records related to services provided
20 under the terms of this Agreement shall be retained by CONTRACTOR for a
21 minimum of five (5) years from the date of final payment under this Agreement
22 or until all pending COUNTY, State and Federal audits are completed, whichever
23 is later. Notwithstanding anything to the contrary, upon termination of this
24 Agreement, CONTRACTOR shall relinquish control with respect to client records
25 to COUNTY in accordance with Subparagraph 44.2.

26 27.2.3 COUNTY may refuse payment for a claim if client records
27 are determined by COUNTY to be incomplete or inaccurate. In the event
28 Participant records are determined to be incomplete or inaccurate after

1 payment has been made, COUNTY may treat such payment as an overpayment within
2 the provisions of this Agreement.

3 27.3 Public Records:

4 With the exception of client records or other records referenced
5 in Paragraph 33, entitled Confidentiality, all records, including but not
6 limited to, reports, audits, notices, claims, statements and correspondence,
7 required by this Agreement may be subject to public disclosure. COUNTY will
8 not be liable for any such disclosure.

9 27.4 Inspections and Audits:

10 27.4.1 The U.S. Department of Health and Human Services,
11 Comptroller General of the United States, Director of CDSS, State Auditor-
12 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
13 Department, or any of their authorized representatives, shall have access to
14 any books, documents, papers and records, including medical records, of
15 CONTRACTOR which any of them may determine to be pertinent to this Agreement
16 for the purpose of financial monitoring. Further, all the above mentioned
17 persons have the right at all reasonable times to inspect or otherwise
18 evaluate the work performed or being performed under this Agreement and the
19 premises in which it is being performed.

20 27.4.2 CONTRACTOR shall make its books and financial records
21 available within the borders of Orange County within ten (10) days of receipt
22 of written demand by ADMINISTRATOR.

23 27.4.3 In the event CONTRACTOR does not make available its books
24 and financial records within the borders of Orange County, CONTRACTOR agrees
25 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
26 designee, necessary to obtain CONTRACTOR's books and financial records.

27 27.4.4 CONTRACTOR shall pay to COUNTY the full amount of
28 COUNTY's liability to the State or Federal government or any agency thereof

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

4 27.5 Evaluation Studies:

5 27.5.1 CONTRACTOR shall participate as requested by COUNTY in
6 research and/or evaluative studies designed to show the effectiveness and/or
7 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
8 project.

9 28. PERSONNEL DISCLOSURE

10 28.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
11 all personnel providing services hereunder, including résumés and job
12 applications. Changes to the list will be immediately provided to
13 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
14 application. The list shall include:

15 28.1.1 Names and dates of birth of all full or part-time
16 personnel by title, including volunteer personnel, whose direct services are
17 required to provide the programs described herein;

18 28.1.2 A brief description of the functions of each position and
19 the hours each person works each week; or for part-time personnel, each day or
20 month, as appropriate;

21 28.1.3 The professional degree, if applicable, and experience
22 required for each position; and

23 28.1.4 The language skill, if applicable, for all personnel.

24 28.2 Where authorized by law, CONTRACTOR's employment applications
25 shall require applicants to provide detailed information regarding the
26 conviction of a crime by any court, for offenses other than minor traffic
27 offenses. Information not disclosed in the employment application discovered
28 subsequent to the hiring or promotion of any applicant shall be cause for

1 termination of that employee from the performance of services under this
2 Agreement.

3 28.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
4 COUNTY a clearance on the following public websites the names and dates of
5 birth for all employees and/or volunteers who will have direct, interactive
6 contact with clients served through this Agreement: U.S. Department of
7 Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex
8 Offender Registry (www.meganslaw.ca.gov). ~~criminal record background checks on~~
9 ~~all employees and/or volunteers who will provide services under this~~
10 ~~Agreement. Candidates will satisfy background checks consistent with and~~
11 ~~comparable to those required for COUNTY employees and other representatives~~
12 ~~working in WTW Programs~~

13 28.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
14 COUNTY, a criminal record background check on all employees (direct service
15 and administrative) funded through this Agreement and also all non-funded
16 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
17 interactive contact with clients served through this Agreement. Background
18 checks conducted through the California Department of Justice shall include a
19 check of the California Central Child Abuse Index, when applicable.
20 Candidates will satisfy background checks consistent with this Paragraph and
21 their performance of services under this Agreement.

22 28.5 In the event a record is revealed through the processes described
23 in Subparagraphs 28.3 and 28.4, COUNTY will be available to consult with
24 CONTRACTOR on appropriateness of personnel providing services through this
25 Agreement.

26 28.6 CONTRACTOR warrants that all persons employed or otherwise
27 assigned by CONTRACTOR to provide services under this Agreement have
28 satisfactory past work records and/or reference checks indicating their

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

9 28.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
10 arrest and/or subsequent conviction, for offenses other than minor traffic
11 offenses, of any paid employee and/or volunteer staff performing services
12 under this Agreement, when such information becomes known to CONTRACTOR.
13 ADMINISTRATOR may determine whether such employee and/or volunteer may
14 continue to provide services under this Agreement and shall provide notice of
15 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
16 with ADMINISTRATOR's decision shall be deemed a material breach of this
17 Agreement, pursuant to Paragraph 20 above.

18 28.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
19 staff performing work hereunder and any proposed changes in CONTRACTOR's
20 staff.

21 28.9 COUNTY shall have the right to require CONTRACTOR to remove any
22 employee from the performance of services under this Agreement. At the
23 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

24 28.10 CONTRACTOR shall notify COUNTY immediately when staff is
25 terminated for cause from working on this Agreement.

26 28.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
27 Paragraph 28, shall not relieve CONTRACTOR of its obligation to complete all
28 work in accordance with the terms and conditions of this Agreement.

29. EMPLOYMENT ELIGIBILITY VERIFICATION

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

30. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

7 30.2 The failure of CONTRACTOR to timely submit the data or
8 certifications required by subsections (a), (b), (c), or (d), or to comply
9 with all Federal and State employee reporting requirements for child support
10 enforcement or to comply with all lawfully served Wage and Earnings Assignment
11 Orders and Notices of Assignment shall constitute a material breach of this
12 Agreement, and failure to cure such breach within sixty (60) calendar days of
13 notice from COUNTY shall constitute grounds for termination of this Agreement.

14 30.3 It is expressly understood that this data will be transmitted to
15 governmental agencies charged with the establishment and enforcement of child
16 support orders, and for no other purpose.

17 31. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

7 33. CONFIDENTIALITY

8 33.1 CONTRACTOR agrees to maintain the confidentiality of its records
9 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
10 and all other provisions of law, and regulations promulgated thereunder
11 relating to privacy and confidentiality, as each may now exist or be hereafter
12 amended.

13 33.2 All records and information concerning any and all persons
14 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
15 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
16 volunteers. CONTRACTOR shall require all of its employees, agents,
17 subcontractors and volunteer staff who may provide services for CONTRACTOR
18 under this Agreement to sign an agreement with CONTRACTOR before commencing
19 the provision of any such services, to maintain the confidentiality of any and
20 all materials and information with which they may come into contact, or the
21 identities or any identifying characteristics or information with respect to
22 any and all PARTICIPANTS referred to CONTRACTOR by COUNTY, except as may be
23 required to provide services under this Agreement or to those specified in
24 this Agreement as having the capacity to audit CONTRACTOR, and as to the
25 latter, only during such audit. CONTRACTOR shall comply with any audits
26 specified in Paragraph 27, provide reports and any other information required
27 by COUNTY in the administration of this Agreement, and as otherwise permitted
28 by law.

1 33.3 CONTRACTOR shall inform all of its employees, agents,
2 subcontractors, volunteers and partners of this provision and that any person
3 violating the provisions of said State law may be guilty of a crime.

4 33.4 CONTRACTOR agrees that any and all subcontracts entered into shall
5 be subject to the confidentiality requirements of this Agreement.

6 34. COPYRIGHT ACCESS

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

11 35. WAIVER

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

20 36. PETTY CASH

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

23 37. PUBLICITY

24 37.1 Information and solicitations, prepared and released by
25 CONTRACTOR, concerning the services provided under this Agreement shall state
26 that the program, wholly or in part, is funded through COUNTY, State and
27 Federal government funds.

28 37.2 CONTRACTOR shall not disclose any details in connection with this

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

6 37.2.1 CONTRACTOR shall develop all publicity material in a
7 professional manner; and

8 37.2.2 During the term of this Agreement, CONTRACTOR shall not,
9 and shall not authorize another to, publish or disseminate any commercial
10 advertisements, press releases, feature articles, or other materials using the
11 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
12 unreasonably withhold written consent.

13 38. COUNTY RESPONSIBILITIES

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

16 39. REPORTS

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

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

25 40. ENERGY EFFICIENCY STANDARDS

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

1 41. ENVIRONMENTAL PROTECTION STANDARDS

2 43.1 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42
3 USC Section 7401 et seq.], Section 508 of the Clean Water Act (Title 33 USC
4 Section 1251 et seq.), Executive Order 11738 and Environmental Protection
5 Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR), as any
6 may now exist or be hereafter amended. Under these laws and regulations,
7 CONTRACTOR assures that:

8 41.1 No facility to be utilized in the performance of the proposed
9 grant has been listed on the EPA List of Violating Facilities;

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

14 41.3 It will notify COUNTY and EPA about any known violation of the
15 above laws and regulations.

16 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
17 FEDERAL TRANSACTIONS

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

26 A. The definitions and prohibitions contained in the clause at
27 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
28

1 Certain Federal Transactions, included in this solicitation, are hereby
2 incorporated by reference in Paragraph (B) of this certification.

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

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

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

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

25 C. Submission of this certification and disclosure is a
26 prerequisite for making or entering into this Agreement imposed by Section
27 1352, Title 31, USC. Any person who makes an expenditure prohibited under
28 this provision or who fails to file or amend the disclosure form to be filed

1 or amended by this provision, shall be subject to a civil penalty of not less
2 than \$10,000, and not more than \$100,000, for each such failure.

3 43. POLITICAL ACTIVITY

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

7 44. TERMINATION PROVISIONS

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

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

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

1 44.4 If any provision of this Agreement or the application thereof is
2 held invalid, the remainder of this Agreement shall not be affected thereby.

3 45. GOVERNING LAW AND VENUE

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

13 46. SIGNATURE IN COUNTERPARTS

14 The parties agree that separate copies of this Agreement may be signed
15 by each of the parties, and this Agreement will have the same force and effect
16 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: _____
 MICHAEL B. HOUGH CHAIRWOMAN OF THE BOARD OF SUPERVISORS
~~EXECUTIVE VICE~~ ~~MANAGER~~ ~~AND~~ PRESIDENT COUNTY OF ORANGE, CALIFORNIA
 ARBOR E & T, LLC
 DBA RESCARE WORKFORCE SERVICES

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
 Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

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EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ARBOR E & T, LLC
DBA RESCARE WORKFORCE SERVICES
FOR THE PROVISION OF ~~JOB SERVICES~~
~~AND EMPLOYMENT SUPPORT SERVICES~~ EMPLOYMENT SERVICES
JOB SERVICES

1. PROGRAM GOALS AND OBJECTIVE

1.1 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.

1.2 Participants must meet Work Participation requirements as set forth in Paragraph 6 of this Exhibit A to this Agreement.

1.3 CONTRACTOR shall provide assistance to Participants in finding employment for at least the number of hours as specified in the referral from WTW Staff. CONTRACTOR is encouraged to provide assistance to Participants in finding employment and that employment should be ~~of~~ up to forty (40) hours per week, whenever possible.

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

1
2 For the period of July 1, 2016 through June 30, 2018:

3 1.4.1 Completion Rate: a minimum of ~~fifty percent (50%)~~ seventy
4 percent (70%) of Participants referred to CONTRACTOR shall fully complete Job
5 Services as directed by WTW Staff;

6 1.4.2 Placement Rate: a minimum of fifty percent (50%) of Job
7 Services Participants referred to CONTRACTOR shall be placed in employment;
8 and

9 1.4.3 Average Starting Wage: a minimum of twenty percent (20%)
10 above the California minimum wage for Job Services Participants Placements.

11 For the period of July 1, 2018 through June 30, 2021:

12 1.4.4 Completion Rate: a minimum of seventy-five percent (75%)
13 of Participants referred to CONTRACTOR shall fully complete Job Services as
14 directed by WTW Staff;

15 1.4.5 Placement Rate: a minimum of ~~sixty percent (60%)~~ fifty-
16 five percent (55%) of Job Services Participants referred to CONTRACTOR shall
17 be placed in employment; and

18 1.4.6 Average Starting Wage: a minimum of twenty-five percent
19 (25%) above the California minimum wage for Job Services Placements.

20 1.5 CONTRACTOR shall adhere to ADMINISTRATOR's established Policy and
21 Procedures for CalWORKs WTW Case Management when calculating Placement Rates,
22 Completion Rates, and Average Starting Wage.

23 2. REFERRALS

24 2.1 CONTRACTOR shall accept and provide Job Services to all
25 Participants referred by WTW Staff.

26 2.1.1 CONTRACTOR shall provide Job Services to Participants for
27 the number of hours identified on the referral from WTW Staff. It is mutually
28 understood that this may or may not be equal to the number of hours required

1 as identified in Paragraph 6 of this Exhibit A to this Agreement.

2 2.1.2 CONTRACTOR shall not refuse Participants based on non-
3 cooperation without discussion and concurrence by WTW Staff. In order to
4 minimize issues that may impede a Participant's ability to complete Job
5 Services, CONTRACTOR shall obtain concurrence from WTW Staff ~~shall discuss and~~
6 ~~concur~~ prior to taking any action that ~~negatively~~ affects the Participant's
7 status in the program ~~to minimize issues that impede Participants' ability to~~
8 ~~complete Job Services.~~

9 2.2 CONTRACTOR shall ensure referred Participants are scheduled to
10 begin Job Services within seven (7) calendar days from the date of referral,
11 unless otherwise directed by ADMINISTRATOR.

12 3. ORIENTATION

13 3.1 CONTRACTOR shall provide an orientation that is conducted either
14 individually or in a group setting during which Participants are informed
15 about the CalWORKs Program, including information about cash aid, the WTW
16 Program, Supportive Services, and other benefits available to them.

17 3.2 CONTRACTOR shall provide a ~~thirty (30) to~~ forty-five (45) minute
18 ~~to sixty (60)~~ minute group motivational presentation during the orientation.

19 3.3 CONTRACTOR's orientation shall be enhanced by visual aids,
20 audience participation, and a question and answer period. Topics include, but
21 are not limited to:

22 3.3.1 CalWORKs Program information;

23 3.3.2 CalWORKs Staff Functions and Responsibilities;

24 3.3.3 WTW services available to Participants ~~emphasizing the~~
25 ~~financial benefits and support of participating in WTW;~~ and

26 3.3.4 ~~Employment Support~~ Services provided by CONTRACTOR.

27 3.4 CONTRACTOR shall establish a daily schedule of orientations, as
28 approved by ADMINISTRATOR, to accommodate attendance by all referred

1 Participants. The orientation will be presented in English, Spanish and
2 Vietnamese on an as needed basis.

3 3.5 ADMINISTRATOR will provide an orientation script for groups.
4 Groups shall be as small as one (1) and no larger than twenty-five (25)
5 attendees.

6 3.6 CONTRACTOR shall provide an orientation that includes visual aids
7 to enhance the interactive nature of the presentation.

8 3.7 CONTRACTOR shall, at such time as determined by ADMINISTRATOR,
9 develop and implement an online web-based orientation.

10 3.8 CONTRACTOR shall modify or adjust the orientation per instruction
11 by ADMINISTRATOR, within the time frame specified by ADMINISTRATOR.

12 4. JOB SERVICES

13 4.1 Job Services is an approved WTW activity. ~~CONTRACTOR shall~~
14 ~~provide Job Services to each participant that consist of up to four (4)~~
15 ~~consecutive weeks of the services indicated in Subparagraphs 4.5 through 4.8~~
16 ~~below.~~

17 4.2 CONTRACTOR shall provide Job Services to each PARTICIPANT that
18 consist of up to four (4) consecutive weeks of the services indicated in
19 Subparagraphs 4.6 through 4.9 below. ~~One (1) week of Job Services is five (5)~~
20 ~~full business days of participation as defined by COUNTY Policy.~~

21 4.3 A Participant participating in an approved WTW activity for fewer
22 than the required participation hours specified in employed part-time and/or
23 participates in fewer hours pursuant to ~~ing in an approved WTW activity for~~
24 ~~fewer than the required participation hours specified in Paragraph 6 of this~~
25 Exhibit A of this Agreement will be required to concurrently attend Job
26 Services, as determined by WTW Staff.h

27 4.4 Job Services in excess of four (4) weeks may be allowed as
28 determined by WTW Staff. However, Participants will not have more than six

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

3 4.5 CONTRACTOR shall provide a detailed curriculum outline to
4 ADMINISTRATOR for approval prior to commencing services. Additional or
5 modified services may be required due to changes in State and Federal
6 regulations or at the request of ADMINISTRATOR.

7 4.6 Job Search and Job Readiness Assistance (JSR):

8 4.6.1 CONTRACTOR shall provide Job Search and Job Readiness
9 Assistance to Participants with training that includes learning basic job
10 seeking and interviewing skills, understanding employer expectations, changing
11 demands of the workplace, and learning skills designed to enhance the
12 Participants' capacity to move toward self-sufficiency.

13 4.6.2 JSR workshops shall include, but are not limited to the
14 following:

15 4.6.2.1 Resolving attitudinal barriers toward
16 obtaining and keeping employment, such as fear of going to work, anger and
17 resentment from being required to participate in the WTW program, low self-
18 esteem/motivation, problems with public transportation, and child care
19 concerns.

20 4.6.2.2 Employer requirements and expectations; job
21 retention techniques such as attendance and punctuality; social etiquette;
22 personal hygiene; appropriate dress; productivity; common reasons for
23 promotion and dismissal; job problem-solving skills; and planning for and/or
24 handling common problems new employees face.

25 4.6.2.3 Understanding job search techniques such as
26 the hidden job market (jobs that are never advertised or made known to the
27 public); the various avenues for reaching employers; using social media; the
28 employer's perspective in the hiring process; establishing a network of

1 individuals who are willing to assist the Participant in obtaining employment;
2 the value of planning and organizing job search activities; and the purpose of
3 the job interview.

4 4.6.2.4 How to complete a paper and online job
5 application and a personal résumé. CONTRACTOR shall develop a master job
6 application that is to be completed by each Participant and provide a
7 completed résumé for each Participant, subject to the needs of the
8 Participant. The résumé shall be completed by the end of the fifth (5th)
9 business day of the Participant's attendance in Job Services.

10 4.6.2.5 Explanation and distribution of information
11 to Participants on any employment incentive programs, such as EITC, which
12 ADMINISTRATOR may deem appropriate.

13
14 4.7 Active Job Search:

15 4.7.1 CONTRACTOR shall provide Active Job Search which is an
16 intensive job search and job development program that builds on the
17 Participant's knowledge and skills acquired during JSR activities. This
18 program runs concurrently with the JSR activities described in Subparagraph
19 4.6 above.

20 4.7.2 CONTRACTOR shall provide organized methods of seeking
21 work that shall include, but are not limited to, the following;

22 4.7.2.1 Group or individual meetings regarding job
23 search;

24 4.7.2.2 Access to phone banks and computers with
25 Internet access in a clean, well-lit location;

26 4.7.2.3 Job leads;

27 4.7.2.4 Individual counseling;

28 4.7.2.5 Motivational activities;

1 4.7.2.6 Active job development and job searches,
2 including face-to-face contacts with potential employers and submission of job
3 applications; and

4 4.7.2.7 Direct referrals to employers.

5 4.7.3 CONTRACTOR shall provide referrals during Job Search that
6 include, but are not limited to, jobs that are listed by employers with the
7 Employment Development Department's (EDD) State Job Service or on CalJOBS or
8 other online job search resources; listed in local newspaper want ads; and
9 developed by CONTRACTOR.

10 4.7.4 CONTRACTOR shall consider the employer's needs and the
11 Participant's skills, abilities, education, work experience, and job
12 interests, including how the Participant can meet the needs of the employer.

13 4.7.5 CONTRACTOR shall develop varying levels of services
14 targeted to diverse populations as identified and approved by ADMINISTRATOR.

15 4.7.6 CONTRACTOR and the Participant shall mutually develop and
16 agree on a Self-Sufficiency Action Plan outlining Job Search related
17 activities, goals and objectives, as well as the scheduled dates and times for
18 the Participant's attendance.

19 4.7.6.1 Self-Sufficiency Action Plans shall be
20 prepared for the ~~four (4) week~~ full term of the Participants' Job Services
21 activities.

22 4.7.6.2 Participants are required to report to
23 CONTRACTOR's site daily (Monday through Friday, COUNTY holidays excluded)
24 unless CONTRACTOR receives approval from WTW Staff to change this requirement,
25 or the Participant has a scheduled job interview at the time(s) he/she is to
26 report. Under consultation with WTW Staff, this requirement may change
27 according to the individual's circumstances for those Participants who are
28 assigned part-time to this activity, pursuant to Paragraph 6 in Exhibit A.

1 4.7.6.3 Self-Sufficiency Action Plans are to be
2 updated to outline the activities and goals as appropriate.

3 4.7.7 On a daily basis, full-time Job Search Participants shall
4 complete and submit to CONTRACTOR a Job Search Report Form that shall include
5 a minimum of three (3) job applications for each day the Participant is not
6 involved with an employment activity such as a workshop or job interview.

7 4.8 Job Placement

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

17 4.9 Employment Counseling

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

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

25 4.9.1 Apply executive functioning principles, as defined by the
26 US Department of Health and Human Services, such as assistance to the
27 Participant on how the Participant can contribute to this effort of overcoming
28 barriers;

1 4.9.2 Guide the Participant through the decision making process
2 in selecting/identifying appropriate job interviews;

3 4.9.3 Mentor Participants on how to conduct with Internet
4 related job searches;

5 4.9.4 Apply Participant information, such as values, interests,
6 transferable skills, abilities, and education and employment history to
7 exploration of possible job openings;

8 4.9.5 Match Participants with potential employment
9 opportunities;

10 4.9.6 Develop positive, supportive, and effective working
11 relationships with Participants from a variety of backgrounds; and

12 4.9.7 Provide Participants who are non-English speaking or have
13 limited English skills with individual or classroom instruction of the English
14 language, which includes basic rudimentary employment related phrases.

15 4.10 Job Development

16 4.10.1 CONTRACTOR shall provide job development services shall
17 include to seeking and developing job opportunities in the community
18 appropriate to the skills and experience of the pool of Participants.

19 4.10.2 CONTRACTOR shall provide job development and placement
20 activities to assist Participants.

21 4.10.3 CONTRACTOR shall staff the Resource Room at COUNTY
22 facilities designated by ADMINISTRATOR sites.

23 4.10.4 CONTRACTOR shall contact employers to identify job
24 openings. Training programs shall not be considered; however, employer
25 sponsored/funded training specific to a job may be allowed, with prior
26 approval from ADMINISTRATOR. Group and individual job development shall be
27 provided, including an analysis of transferable skills.

28 4.10.5 CONTRACTOR shall provide WTW Staff and other contracted

1 agencies with job development information/job openings as directed by
2 ADMINISTRATOR.

3 4.10.6 CONTRACTOR shall seek out employment opportunities for
4 Participants with the ultimate goal of Participants' achieving self-
5 sufficiency. The development of job leads includes, but is not limited to,
6 the following activities:

7 4.10.6.1 Develop employer and community contacts to
8 facilitate seeking job leads;

9 4.10.6.2 Seek out leads for entry-level jobs for
10 Participants with the potential for promotional opportunities and wage
11 increases;

12 4.10.6.3 Recruit employers with job opportunities that
13 meet the current Participant profile including job growth opportunities with
14 employers who are willing to hire job-ready Participants. The Participant
15 shall be considered to be job-ready when the Participant's barriers to
16 employment and Supportive Services needs have been addressed and the
17 individual is ready to seek or begin employment or a job training program;

18 4.10.6.4 Inform prospective private employers of
19 Federal tax credits as an incentive to hire Participants. More information can
20 be found at: ~~www.dol.gov~~ www.doleta.gov/business/incentives/opptax/;

21 4.10.6.5 Collaborate with One-Stop Career Centers, the
22 EDD, ~~Workforce Investment Act (WIOA)~~ Programs and other workforce development
23 programs;

24 4.10.6.6 Maintain current job listings that are
25 updated daily and are readily available to ADMINISTRATOR, WTW Staff, and
26 Participants;

27 4.10.6.7 Maintain a current list of Participants
28 skills and experience to make available to potential employers; and

1 4.10.6.8 Participate in, as well as host, job fairs in
2 coordination with WTW Staff, other COUNTY contracted agencies, and community
3 partners.

4 4.11 Resource Rooms

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

14 4.12 COUNTY Defined WTW Activities

15 4.12.1 CONTRACTOR shall provide WTW activities as defined below
16 and by ADMINISTRATOR. Such activities will be provided according to
17 applicable COUNTY Policy, and State and Federal regulations.

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

19 4.12.1.1 Bridging Activities: Short-term activities
20 that satisfy WTW Program requirements between other activities made available
21 to Participants when there is a planned or unplanned break in assigned WTW
22 activities, such as school breaks.

23 4.12.1.2 Distance Learning Training: Training
24 activity performed online to complete workshops such as life skills, job
25 skills, and general educational development.

26 4.12.1.3 Life Skills Workshops: Workshops focusing on
27 building skills that will assist Participants in handling daily issues such as
28 career advancement strategies, money management, and customer service; and are

1 not JSR workshops or intended to be a full-time WTW activity.

2 4.12.1.4 On-the-job Training: Training in the public
3 or private sector that is given to a paid employee while he or she is engaged
4 in productive work.

5 4.12.1.5 Subsidized Employment: Subsidized public or
6 private sector employment for which the employer receives a subsidy to offset
7 some or all of the wages and costs of employing a work-eligible Participant.

8 4.12.1.6 Work Experience: Training activity performed
9 in the public or private sector, including a nonprofit, community- or faith-
10 based setting, that helps provide basic job skills, enhances existing job
11 skills in a position related to the Participant's experience, or provides a
12 needed community service that shall lead to unsubsidized employment.

13 4.12.2 CONTRACTOR shall develop appropriate placement sites in
14 the community, monitor attendance, and communicate with WTW Staff regarding
15 participation and weekly attendance as determined by ADMINISTRATOR.

16 5. MOTIVATION TECHNIQUES AND PROGRAM INFORMATION

17 5.1 CONTRACTOR shall provide services individually and in groups that
18 employ motivational strategies, individualized to each Participant to and
19 encourage a positive attitude. Services shall teach a sense of personal
20 value, an appreciation of the advantages of self-support over CalWORKs
21 dependency, and an good understanding of the many opportunities offered by the
22 WTW Program.

23 5.2 ADMINISTRATOR will approve all training and workshop material
24 prior to implementation. This shall include any and all changes made during
25 the term of this Agreement.

26 5.3 CONTRACTOR shall provide information about the CalWORKs Program,
27 which will make it understandable, accessible and useful to individual
28 Participants, by explaining program requirements, identifying barriers, and

1 assisting Participants in resolving conflicts.

2 5.4 CONTRACTOR's staff shall have knowledge of the CalWORKs (State)
3 48-Month Time Clock and the WTW 24-Month Time Clock, State and Federal work
4 requirements, and allowable WTW activities for Recipients of cash assistance
5 in order to appropriately inform Participants of the need for urgency in
6 obtaining employment and becoming self-sufficient.

7 5.5 CONTRACTOR's staff shall clearly explain the positive impacts of
8 employment to Participants, both in terms of impact to CalWORKs grants as well
9 as non-financial benefits.

10 5.6 CONTRACTOR shall provide motivational skills workshops for WTW
11 Staff and contracted and community partners, as required by ADMINISTRATOR.

12 6. WORK PARTICIPATION REQUIREMENTS

13 CONTRACTOR shall ensure that Participants taking part in Job Services
14 are actively participating for the number of hours as referred by WTW Staff,
15 as required by COUNTY Policy. The number of hours is related to the below
16 fields:

17 6.1 ~~One~~ Single-Parent Assistance Unit: Assistance Unit that includes
18 one (1) aided non-disabled, natural or adoptive parent of the same aided or
19 Supplemental Security Income/State Supplementary Program (SSI/SSP) minor child
20 living in the home.

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

25 6.2 Individual participation requirements to meet CalWORKs minimum
26 standards are as follows:

27 6.2.1 ~~One (1)~~ Adults in a Single-Parent Assistance Unit (with or
28 without another parent in the home), with ~~at least one (1)~~ a child under the

1 age of six (6) years old shall are required to participate in approved WTW
2 Activities for a minimum average of ~~twenty-two (22)~~ (20) hours per week in a
3 month.

4 6.2.2 ~~One~~ Adults in a Single-Parent Assistance Unit with no
5 child under the age of six (6) years old shall are required to participate in
6 approved WTW Activities for a minimum average of ~~thirty-two (32)~~(30) hours per
7 week in a month.

8 6.2.3 Adults in a Two-Parent Assistance Unit where one adult is
9 disabled, with a child under the age of six (6) years old, are required to
10 participate in WTW activities for a minimum average of twenty (20) hours per
11 week.

12 6.2.4 Adults in a Two-Parent Assistance Unit where one adult is
13 disabled, with no child under the age of six (6) years old, are required to
14 participate in WTW activities for a minimum average of ~~twenty~~ thirty (30)
15 hours per week.

16 6.2.5 Adults in a Two-Parent Assistance Units where neither
17 adult is disabled and there is a child, regardless of age, are required to
18 participate in approved WTW Activities for a minimum average of thirty-five
19 (35) hours per week in a month. ~~Thirty-eight (38) hours per week are required~~
20 ~~in approved WTW activities for Two-Parent Assistance Units. One (1) parent~~
21 ~~can satisfy the total thirty eight (38) hour requirement.~~

22 6.3 Individual participation requirements to meet CalWORKs federal
23 standards are as follows:

24 6.3.1 Adults in a Single-Parent Assistance Unit (without
25 another parent in the home), with a child under the age of six (6) years old
26 are required to participate in core WTW Activities for a minimum average of
27 twenty (20) hours per week.

28 6.3.2 Adults in a Single-Parent Assistance Unit with no child

1 under the age of six (6) years old (without another parent in the home) are
2 required to participate in WTW activities for a minimum average of thirty (30)
3 hours per week, of which twenty (20) hours must be core activities.

4 6.3.3 Adults in a Single-Parent Assistance Unit with a child
5 under the age of six (6) years old (with another parent in the home) are
6 required to participate in WTW activities for a minimum average of thirty (30)
7 hours per week, of which twenty (20) hours must be core activities.

8 6.3.4 Adults in a Two-Parent Assistance Unit where one adult is
9 disabled, with a child under the age of six (6) years old are required to
10 participate in WTW activities for a minimum average of thirty (30) hours per
11 week, of which twenty (20) hours must be core activities.

12 6.3.5 Adults in a Two-Parent Assistance Unit where one adult is
13 disabled, with no child under the age of six (6) years old, are required to
14 participate in WTW activities for a minimum average of thirty (30) hours per
15 week, of which twenty (20) hours must be core activities.

16 6.3.6 Adults in a Two-Parent Assistance Unit, where neither
17 adult is disabled, are required to participate in WTW activities for a minimum
18 average of thirty-five (35) hours per week, of which thirty (30) hours must be
19 core activities.

20 7. REPORTING REQUIREMENTS

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

24 7.1 Report of First Day Attendance:

25 CONTRACTOR shall report the first day's attendance for those
26 Participants scheduled to attend Job Services, in a format approved by
27 ADMINISTRATOR. Attendance shall be provided to all appropriate WTW Staff
28 within three (3) business days of the first day of the Job Services activity.

1 7.2 Participant Attendance/Performance/Employment:

2 CONTRACTOR shall provide the following required Participant
3 information to WTW Staff in a format approved by ADMINISTRATOR:

4 7.2.1 On a monthly basis, each Participant's daily record of
5 attendance for the report month including problems with attendance. CONTRACTOR
6 shall submit the monthly attendance by the third business day following the
7 report month.

8 7.2.2 By the next business day, information on any occurrence
9 that may include, but is not limited to, failure to cooperate, family crisis,
10 health problems, substance abuse, and absenteeism.

11 7.2.3 Within three (3) business days, information of the
12 Participant's termination or drop from the service component, and any problem
13 occurrences that may include, but are not limited to, failure to cooperate,
14 family crisis, health problems, substance abuse and absenteeism.

15 7.2.4 By the next business day, ~~employment information on~~
16 ~~notify WTW Staff of the~~ Participants who obtained employment. Within three
17 (3) business days provide WTW Staff with employment information which
18 includes, at a minimum, ~~the employment information shall include~~ the
19 employer's name, address, telephone number, job title, number of hours to be
20 worked per week, starting wage, hiring date, employee benefits and referral
21 source, e.g., CONTRACTOR, newspaper advertisement, etc.

22 7.3 Monthly Status Reports

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

27 7.3.1 Referrals received and referral outcomes;

28 7.3.2 Referrals initiated and referral outcomes;

1 7.3.3 Placements out of activities facilitated by CONTRACTOR;

2 7.3.4 Completion rate;

3 7.3.5 Pay rate;

4 7.3.6 Percentage of post-placement Participants who are
5 discontinued from CalWORKs assistance within ninety (90) days of placement and
6 the discontinuance is due to excess earnings;

7 7.3.7 Percentage of post-placement Participants who continue to
8 receive CalWORKs Assistance and who have retained employment for ninety (90)
9 days;

10 7.3.8 Percentage of post-placement Participants who continue to
11 receive CalWORKs Assistance and who have retained employment for one hundred
12 eighty (180) days;

13 ~~7.3.9 Percentage of post placement Participants who continue to~~
14 ~~receive CalWORKs Assistance and who increase their income within twelve (12)~~
15 ~~months of the date of employment;~~

16 7.3.10 A summary of interactions with community based
17 organizations (CBOs) and faith based organizations (FBOs) during the previous
18 month, which shall include the date(s), contact names(s), and purpose of
19 contact. Report will only be generated at the request of ADMINISTRATOR;

20 7.3.11 A summary of all complaints received. Complaints include,
21 but are not limited to, complaints from Participants, other contract service
22 providers, community organizations, and the public; and

23 7.3.12 A report of corrective actions taken in response to
24 errors cited by SSAADMINISTRATOR during SSAADMINISTRATOR case reviews and on-
25 going evaluations.

26 ADMINISTRATOR and CONTRACTOR may mutually agree in writing to
27 modify the data elements required in this Subparagraph. Any modification must
28 be in writing.

1 7.4 Job Development Report:

2 CONTRACTOR shall provide ADMINISTRATOR, by the tenth (10th)
3 calendar day of the month for the preceding month of services, in a format
4 approved by ADMINISTRATOR, a monthly report regarding job leads that includes,
5 but is not limited to, the following:

6 7.4.1 Date of contact with prospective employer;

7 7.4.2 Name and address of the prospective employer;

8 7.4.3 Name of contact person;

9 7.4.4 Positions available/salary/hours/duties;

10 7.4.5 Whether the contact resulted in an interview;

11 7.4.6 Total number of contacts in the month;

12 7.4.7 Total number of positions identified; and

13 7.4.8 Total number of Participants obtaining employment in
14 these positions.

15 7.5 Special Activities:

16 CONTRACTOR shall provide a report of special activities during the
17 month, such as employer recruitments, job fairs, etc. to ADMINISTRATOR by
18 conclusion of the following month. CONTRACTOR shall report Participant
19 attendance to WTW Staff upon request by ADMINISTRATOR.

20 7.6 Miscellaneous Reports:

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

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EXHIBIT B
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ARBOR E & T, LLC
DBA RESCARE WORKFORCE SERVICES
FOR THE PROVISION OF ~~JOB SERVICES~~
~~AND EMPLOYMENT SUPPORT SERVICES~~ EMPLOYMENT SERVICES
EMPLOYMENT SUPPORT SERVICES

1. PROGRAM GOALS

1.1 ~~This shall be evidenced by~~ CONTRACTOR shall conduct a Participant satisfaction survey with the goal of ~~Employment Support Services~~ is that ninety percent (90%) of all Participants ~~receiving~~ responding ~~Employment Support Services~~ shall indicate that ~~Employment Support Services~~ ~~these services~~ assisted them in satisfactorily addressing barriers to self-sufficiency. A summary of all survey shall be completed by CONTRACTOR, and submitted to ADMINISTRATOR on a ~~quarterly~~ monthly basis. Summaries are due on the ~~thirtieth (30th)~~ tenth (10th) of the following month for the preceding ~~quarter~~ month.

2. SERVICES TO BE PROVIDED

2.1 WTW Staff responsibilities include the removal of barriers to WTW participation and employment. WTW Staff will be responsible to identify and make specific referrals to CONTRACTOR for services needed to remove those barriers. Receipt of Employment Support Services is voluntary ~~for~~

1 Participants. CONTRACTOR, through direct service or subcontracts with
2 established community resources, shall provide service to Participants to
3 remove barriers to self-sufficiency. The types of barriers to employment
4 common among the CalWORKs WTW population include:

5 2.1.1 Basic Needs: Food, clothing, utilities, etc;

6 2.1.2 Transportation: Lack of access to public transportation,
7 unreliable personal vehicles;

8 2.1.3 Housing: Homelessness, lack of stable housing;

9 2.1.4 Life Skills: Budgeting and credit counseling, time and
10 household management, nutrition and healthy lifestyle;

11 2.1.5 Work Behavior: Work ethic, interacting with coworkers,
12 problem/dispute resolution;

13 2.1.6 Domestic Abuse: Dependence, anger management, shelter
14 services;

15 2.1.7 Family Issues: Parenting skills, family relations,
16 school problems; and/or

17 2.1.8 Child Care: Confirmation of stable and consistent care
18 and plan for emergencies, e.g., a sick child.

19 2.2 To motivate and enhance Participants' success in becoming self-
20 sufficient, CONTRACTOR shall provide services to Participants who are full-
21 time employed and remain on aid, to address the barriers listed above.

22 2.3 CONTRACTOR shall provide the following services to full-timed
23 employed Participants who remain on aid:

24 2.3.1 Promotion of Life-Long Learning: Assist Participants in
25 Utilizing opportunities for formal and informal training and education
26 throughout life;

27 2.3.2 Job Skills Enhancement: Identify and assist Participants
28 in accessing training and educational opportunities available through

1 community resources:

2 2.3.3 Job Progression: Assist with advancement opportunities
3 and educating Participants that the job search skills they acquired during Job
4 Services can also be used to locate a better, higher-paying job;

5 2.3.4 Job Search Assistance: Find better paying jobs,
6 replacing lost jobs; and

7 2.3.5 Tax Assistance: Assist Participants and employers to
8 understand the benefits and importance of the EITC, filing tax returns, and
9 child care tax credits.

10 2.4 Employment Support Services shall be readily accessible to
11 Participants, as required by ADMINISTRATOR. This shall include providing
12 services in the evenings and on the weekends, as mutually agreed by CONTRACTOR
13 and ADMINISTRATOR, taking into consideration child care needs, and the limited
14 transportation available to many Participants.

15 ~~2.4.1 WTW Staff may refer employed Participants, who still
16 receive cash assistance, when serious problems occur that jeopardize the
17 continued employment of the Participants.~~

18 2.5 CONTRACTOR shall be available for consultation with ADMINISTRATOR
19 and other contracted partners when there are extraordinary circumstances, such
20 as homelessness, the family is without local support, and the parent's and/or
21 children's physical health and safety are at risk.

22 2.6 CONTRACTOR shall pay directly to the appropriate creditor/payee
23 for the Employment Support Services.

24 2.7 Additional Services:

25 CONTRACTOR shall coordinate additional Employment Support Services
26 through direct service or subcontracts. Additional services by CONTRACTOR are
27 to include, but are not limited to, the following:

28 2.7.1 Coordinate child care slots with existing resources near

1 Participants' place of employment and/or residence, whichever location will
2 best meet the Participants' needs;

3 2.7.2 Coordinate on-the-job training with employers to ensure
4 that Participants receive training that is not only skill-focused, but also
5 addresses enhancement of daily life skills;

6 2.7.3 Coordinate with educational providers to provide skill
7 enhancement classes in the community;

8 2.7.4 Coordinate with local CBOs and FBOs to develop support
9 groups for Participants. At such time as is mutually agreed upon by
10 CONTRACTOR and ADMINISTRATOR, CONTRACTOR shall offer support groups that also
11 provide child care on Saturday mornings. CONTRACTOR shall also coordinate
12 with CBOs and FBOs to provide resources, such as food, clothing, and other
13 donations that will assist Participants as they progress towards self-
14 sufficiency;

15 2.7.5 Develop child care alternatives for children who become
16 sick or are otherwise unable to attend traditional child care or schools;

17 2.7.6 Identify CalWORKs families that are isolated in the
18 community and encourage them to participate in community groups to re-
19 integrate them into a healthier lifestyle;

20 2.7.7 Establish an emergency telephone number during non-
21 business hours so Participants can ~~access resources~~ contact CONTRACTOR if a
22 situation arises that jeopardizes their employment;

23 2.7.8 Coordinate counseling services with community
24 organizations already providing these or similar services and subcontracting
25 for additional services that are currently unavailable to WTW Staff ~~or too~~
26 ~~limited to meet Participant population needs~~. For example, several community
27 organizations are receiving grants for domestic abuse counseling and those
28 services can be used by Participants;

1 2.7.9 Coordinate with organizations that provide free clothing
2 to the needy for job interviews and employment purposes;

3 2.7.10 Coordinate scholarship awards with community colleges or
4 trade schools for Participants who complete a GED or have high school diplomas
5 ~~and retain employment for twelve (12) months;~~

6 2.7.11 Coordinate money-management assistance through financial
7 institutions or other organizations interested in providing these services;

8 2.7.12 Coordinate a low-interest loan program through financial
9 institutions for successful Participants interested in buying cars or homes;

10 2.7.13 Refer Participants to parenting classes, dispute
11 resolution, household management, counseling services, etc. when appropriate.

12 2.7.14 Assist Participants in finding housing or temporary
13 shelter as appropriate;

14 2.7.15 Provide information concerning EITC to Participants and
15 potential employers; and

16 2.7.16 Assist Participants in finding low cost car repairs as
17 appropriate.

18 3. REFERRALS

19 3.1 CONTRACTOR shall accept and evaluate Employment Support Services
20 referrals from WTW Staff in accordance with policies established by
21 ADMINISTRATOR.

22 3.2 Although services may end if there is a participation problem due
23 to non-cooperation, Participants shall not be refused services by CONTRACTOR
24 without discussion and concurrence with WTW Staff. ~~WTW Staff shall discuss~~
25 ~~and concur prior to any action taken by CONTRACTOR to minimize issues that~~
26 ~~impede the provision of Employment Support Services~~In order to minimize issues
27 that may impede the provision of Employment Support Services, CONTRACTOR shall
28 obtain concurrence from WTW Staff prior to taking any action that affects the

Participant's status in the program.

3.3 CONTRACTOR shall ensure that the number of days elapsing between the day Participants are referred to CONTRACTOR for Employment Support Services under this Agreement, and the date contact is made with Participants shall not exceed seven (7) calendar days. CONTRACTOR shall communicate with WTW Staff on any action taken.

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

4. SERVICE DELIVERY POINTS

4.1 CONTRACTOR shall provide Employment Support Services to all Participants actively participating in, or are in the referral phase of an approved WTW activity when a specific need is identified and agreed upon by WTW Staff and the Participant.

4.2 Participants who are not fully engaged in a WTW activity may only be referred to CONTRACTOR for Employment Support Services on a case-by-case basis when circumstances occur that jeopardize the continued participation of the Participants, with approval from ADMINISTRATOR. CONTRACTOR will evaluate each Participant's situation and barriers to full participation and employment and develop strategies to overcome these barriers.

4.3 CONTRACTOR shall provide Employment Support Services when circumstances occur that jeopardize the continued employment of full-time employed Participants who continue to receive CalWORKs Assistance. . CONTRACTOR will evaluate each Participant's situation and barriers to higher wage and full-time employment and develop strategies to overcome these

1 barriers.

2 4.4 Non-WTW CalWORKs Recipients: In some instances, CalWORKs
3 Recipients not required to participate in WTW may be referred for Employment
4 Support Services when serious problems occur that jeopardize child safety and
5 family well-being, with approval from ADMINISTRATOR.

6 5. DOMESTICE ABUSE ASSISTANCE SERVICES

7 5.1 CONTRACTOR shall provide domestic abuse assistance services to
8 Participants and families who have evidenced domestic abuse issues. Services
9 shall be provided to Participants that meet the following criteria:

10 5.1.1 The Participant is eligible for and participating in WTW;
11 and

12 5.1.2 The Participant currently receives Domestic Abuse
13 Services through ADMINISTRATOR related to a domestic abuse case; or

14 5.1.3 The Participant has a Domestic Abuse Waiver, which is a
15 waiver of certain WTW program requirements due to the Participant's
16 obligations related to a domestic abuse case.

17 5.2 CONTRACTOR shall provide services to include assistance to
18 Participants to give them a safe haven, counseling, education, and Supportive
19 Services in order to obtain employment and become self-sufficient without
20 putting them at further risk.

21 5.3 CONTRACTOR shall also provide services to the perpetrator who is
22 in the home in order to address domestic abuse issues as some families in the
23 CalWORKs population consist of the victim and the perpetrator, who is also a
24 CalWORKs Recipient.

25 5.4 CONTRACTOR shall provide children's programs to children who are
26 the witnesses to or victims of abuse, and are likely to experience Post
27 Traumatic Stress Disorder, depression, anxiety, developmental issues or engage
28 in inter-generational transmission of domestic abuse.

1 5.5 CONTRACTOR shall coordinate delivery of services with the COUNTY
2 DASU, and shall provide, at a minimum, access to the following services with
3 established community domestic abuse resources:

4 5.5.1 Twenty-four (24) hour hotline providing crisis
5 intervention;

6 5.5.2 Peer counseling and support and/or psychological
7 counseling services;

8 5.5.3 Personal Empowerment Program (PEP), or other comparable
9 services, for domestic abuse victims and their families, as well as for
10 perpetrators of domestic abuse;

11 5.5.4 An established walk-in center in the areas to be served,
12 to accommodate the service needs of victims of domestic abuse;

13 5.5.5 Emergency services, such as food, clothing,
14 transportation, and shelter;

15 5.5.6 Twenty-four (24) hour response to local law enforcement
16 agencies in the provision of services to victims of domestic abuse;

17 5.5.7 Hospital emergency room protocol and assistance on a
18 twenty-four (24) hour basis;

19 5.5.8 Assistance with temporary restraining orders and custody
20 disputes; and

21 5.5.9 Court and social advocacy programs providing assistance
22 to victims of domestic abuse and their families.

23 6. HOUSING ASSISTANCE SERVICES

24 6.1 CONTRACTOR shall provide Participants with assistance in locating
25 temporary and transitional housing, and work with Participants to obtain
26 stable, affordable housing.

27 6.2 CONTRACTOR shall provide services to CalWORKs Participants
28 referred by WTW Staff. Services shall include, including but are not limited

1 to, the following:

2 6.2.1 Develop marketing strategies and conduct special outreach
3 activities with area landlords to increase available housing options;

4 6.2.2 Assist Participants with preparatory coaching and
5 suggestions in shopping for a rental unit;

6 6.2.3 Provide immediate response and intervention in the rental
7 process, and assistance with move-in and utility arrangements;

8 6.2.4 Provide consumer credit and financial management
9 counseling, including assistance with remedies for adverse credit
10 reports/history;

11 6.2.5 Act as an advocate for the family regarding stabilization
12 of housing;

13 6.2.6 Act as an advocate for the family regarding eviction
14 prevention/intervention; and

15 6.2.7 Ensure that funds are allocated for direct Participant
16 services and pay the appropriate creditor/payee directly for services.

17 6.3 CONTRACTOR shall network and subcontract as necessary with CBOs
18 and FBOs to maximize available resources for temporary and transitional
19 housing, as well as facilitating the location and retention of permanent
20 housing.

21 6.4 CONTRACTOR shall maintain a central listing of availability of
22 housing resources within Orange County, and update this information on a
23 quarterly basis.

24 7. REPORTING REQUIREMENTS

25 7.1 CONTRACTOR shall maintain records, collect data, and provide
26 reports mandated by Federal and State governments and as may be required by
27 ADMINISTRATOR. Reporting requirements shall include all reports and data
28 collection that is required to track and report progress on goals as stated in

1 Paragraph 1 of this Exhibit CB to this Agreement.

2 7.2 CONTRACTOR shall report to ADMINISTRATOR Participants' WTW
3 participation in Employment Support Services in a format approved by
4 ADMINISTRATOR.

5 8. MONTHLY REPORTS

6 8.1 CONTRACTOR shall provide ADMINISTRATOR with a monthly status
7 report, by the tenth (10th) calendar day of the following month, for the
8 preceding month, in a format approved by ADMINISTRATOR, which includes, but is
9 not limited to, the following:

10 8.1.1 Referrals received and referral outcomes;

11 8.1.2 Referrals initiated and referral outcomes;

12 8.1.3 Summary of interactions with CBOs and FBOs during the
13 previous month, which shall include the date(s), contact names(s), and purpose
14 of contact. Report will only be generated at the request of ADMINISTRATOR;
15 and

16 8.1.4 Summary of all complaints received, which include, but
17 are not limited to, complaints from Participants, other contract service
18 providers, community organizations, and the public.; and

19 ~~8.1.5 Corrective actions taken against cited errors.~~

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EXHIBIT C
 TO
 AGREEMENT
 BETWEEN
 COUNTY OF ORANGE
 AND
 ARBOR E & T, LLC
 DBA RESCARE WORKFORCE SERVICES
 FOR THE PROVISION OF ~~JOB SERVICES~~
~~AND EMPLOYMENT SUPPORT SERVICES~~
SUBSIDIZED EMPLOYMENT PROGRAM

1. PROGRAM GOALS AND OBJECTIVE

1.1 CONTRACTOR shall coordinate a subsidized employment program and outreach to worksites to ensure that Participants are placed at appropriate worksites and receive employment skills and experience that will lead to unsubsidized employment and self-sufficiency.

~~1.2 CONTRACTOR shall place a minimum of forty (40) new Participants per month, on average, into subsidized employment, as described in Subparagraph Error! Reference source not found. of Exhibit B to this agreement, throughout the term of this Agreement.~~ CONTRACTOR shall meet the following placement goals for subsidized employment:

1.2.1 For the period of July 1, 2016 through June 30, 2018, sixty percent (60%) of Participants referred shall be placed into subsidized employment.

1.2.2 For the period of July 1, 2018 through June 30, 2021, sixty-five percent (65%) of Participants referred shall be placed into subsidized employment.

1 1.3 CONTRACTOR and ADMINISTRATOR will mutually agree on the
2 calculation of methodology for placement goals for subsidized employment
3 identified in Subparagraph 1.2.1 and 1.2.2. ~~ADMINISTRATOR will modify job~~
4 ~~placement requirements if WTW Staff does not refer an adequate number of~~
5 ~~Participants for CONTRACTOR to meet the requirements identified in~~
6 ~~Subparagraph 1.1 of Exhibit C to this Agreement.~~

7 2. SERVICES TO BE PROVIDED

8 2.1 CONTRACTOR shall assume the duties and responsibilities associated
9 with being the employer of record for Participants within the program or
10 oversee Worksite Providers that may also assume the role of employer of
11 record. If the Worksite Provider is the employer of record, CONTRACTOR shall
12 ensure that the Worksite Provider adheres to all aspects of the program
13 including human resources processes and payroll requirements.

14 2.2 COUNTY will reimburse CONTRACTOR for all hours worked by
15 Participants at the assigned worksite for up to six (6) months, unless
16 additional months are approved by ADMINISTRATOR. With prior approval from
17 ADMINISTRATOR, Participants may be paid for the following:

18 2.2.1 Sick days based on the worksite policies and procedures;

19 2.2.2 COUNTY holidays as identified in Subparagraph 20.2 of
20 Exhibit GD to this Agreement; and

21 2.2.3 Overtime pay.

22 2.3 COUNTY will reimburse CONTRACTOR up to a ~~maximum wage as defined~~
23 ~~by the ADMINISTRATOR. Currently the maximum is up to~~ fifteen dollars (\$15.00)
24 per hour or as approved by ADMINISTRATOR. Wages paid by CONTRACTOR or the
25 worksite to a Participant shall not be less than the prevailing California
26 minimum wage. CONTRACTOR shall provide details to ADMINISTRATOR ~~on positions~~
27 ~~where the Participant's wage is between thirteen (\$13.00) per hour and fifteen~~
28 ~~dollars (\$15.00) or more, inclusive, for approval by ADMINISTRATOR prior to~~

1 placing Participants at the worksite for approval prior to placing Participants
2 at the worksite on positions where the Participant's wage is between thirty
3 percent (30%) above the California minimum wage or as directed by
4 ADMINISTRATOR. Such details may include, but are not limited to, documentation
5 indicating the employer's standard wage for the position, or data obtained
6 from a credible source on the prevailing wage for the position.

7 2.4 Participants shall be offered workplace and job search readiness
8 assistance to ensure that they are ready to begin a successful subsidized
9 employment program.

10 2.5 CONTRACTOR shall address Participant barriers to participation as
11 identified by the WTW Case Manager, and review employer expectations.

12 2.6 After a Participant is placed at the worksite, CONTRACTOR shall
13 track attendance and progress in their assigned placement, and collaborate
14 with the worksite to conduct Participant evaluations. CONTRACTOR shall meet
15 twice monthly with the worksite supervisor to discuss the Participant's
16 progress and performance in the program. CONTRACTOR shall meet every two (2)
17 weeks, or as needed, with the Participant to discuss action steps needed to
18 successfully complete the program.

19 2.7 CONTRACTOR shall develop a plan for worksites to offer supervision
20 and training to Participants, along with the opportunity of full-time
21 permanent employment with advancement opportunities at the end of the
22 subsidized period.

23 2.8 CONTRACTOR shall develop a quality assurance plan to ensure
24 appropriate and accurate payments for hours of employment.

25 2.9 CONTRACTOR shall work closely with Participants and encourage
26 them to overcome individual barriers in order to successfully complete the
27 program and obtain unsubsidized employment, either at the worksite or with
28 another employer.

1 2.10 As an incentive to encourage participation and to assist in the
2 transition to employment, after a Participant completes the program, obtains
3 unsubsidized employment, and retains employment for thirty (30) days,
4 CONTRACTOR shall provide the Participant with a two-hundred dollar (\$200.00)
5 voucher to obtain items that support the Participant's continuous employment.
6 CONTRACTOR shall inform the Participant that after thirty (30) days of
7 employment he/she must submit employment documentation verifying job retention
8 to receive the voucher. The voucher shall be for an establishment where items
9 that support the Participant's employment and household stability, such as
10 food, gas or work clothes can be purchased. CONTRACTOR shall keep a record of
11 every voucher provided to a Participant that includes the name of the
12 establishment for which the voucher was provided, the name of the Participant,
13 the date the voucher was provided, the amount of the voucher, the name of
14 CONTRACTOR's employee providing the voucher, and whether the Participant
15 provided appropriate documentation to verify his/her job retention.
16 CONTRACTOR shall provide ADMINISTRATOR access to inspect CONTRACTOR's records
17 concerning the provision of vouchers to Participants and/or upon request,
18 CONTRACTOR shall provide ADMINISTRATOR with a copy of such records.

19 3. REPORTING REQUIREMENTS

20 3.1 CONTRACTOR shall maintain records, collect data, and provide
21 reports mandated by Federal and State governments and as may be required by
22 ADMINISTRATOR. Reporting requirements shall include all reports and data
23 collection that is required to track and report progress on goals as stated in
24 Paragraph 1 of this Exhibit DC to this Agreement.

25 3.2 CONTRACTOR shall report to ADMINISTRATOR Participants' WTW
26 participation in the subsidized employment program in a format approved by
27 ADMINISTRATOR.
28

4. MONTHLY REPORTS

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

4.1.1 Referrals received and referral outcomes;

4.1.2 Referrals initiated and referral outcomes;

4.1.3 Summary of all complaints received, which include, but are not limited to, complaints from Participants, other contract service providers, community organizations, and the public; and corrective actions taken in response to errors cited by ADMINISTRATOR against cited errors.

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EXHIBIT D

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

ARBOR E & T, LLC

DBA RESCARE WORKFORCE SERVICES

FOR THE PROVISION OF ~~JOB SERVICES~~

~~AND EMPLOYMENT SUPPORT SERVICES EMPLOYMENT SERVICES~~

SERVICE CONDITIONS

1. POPULATION TO BE SERVED

1.1 CONTRACTOR agrees to provide Job Services and Employment Support Services, as specified in Exhibit A, ~~and~~ Exhibit B, ~~and~~ Exhibit C to this Agreement, to Participants who are referred to CONTRACTOR by WTW Staff, under this Agreement.

1.1.1 Referrals shall be those Participants who have been identified by WTW Staff as meeting the criteria for referral to Job Services and/or Employment Support Services.

1.1.2 It is mutually understood that Job Services are State mandated, and that Job Services and Employment Support Services are for the purpose of assisting Participants in achieving self-sufficiency within CalWORKs ~~and~~ WTW time constraints.

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

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

3 2. PRINCIPLES

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

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

12 2.2 Barriers relating to domestic abuse, mental health and/or
13 substance abuse issues shall be identified and Participants shall be provided
14 the appropriate referral and communicate information to WTW staff for follow-
15 up action;

16 2.3 Participants with limited English vocabulary proficiency shall be
17 placed in an environment that will facilitate the development of self-
18 sufficiency;

19 2.4 Participants shall be actively referred to needed services and
20 follow-up shall occur to ensure that the referral was successful;

21 2.5 Opportunities shall be maximized to provide integrated,
22 coordinated and easily accessible resources for Participants;

23 2.6 Services shall be family-friendly and family-centered;

24 2.7 Services shall be community-based and provide integrated services
25 that coordinate Federal, State and community funding opportunities;

26 2.8 Participants' strengths shall be identified, utilizing
27 motivational and strength-based techniques; and

28 2.9 Services shall be outcome-driven and identify indicators that

1 accurately reflect progress towards stated contract goals.

2 3. ENGAGEMENT/RE-ENGAGEMENT OUTREACH AND STRATEGIES

3 3.1 CONTRACTOR shall develop and provide engagement/re-engagement
4 activities to Participants referred by WTW Staff. Participants for the
5 purposes of this paragraph may include those meeting the following criteria:

6 3.1.1 Unemployed or underemployed;

7 3.1.2 Not participating due to expiration of exempt status;

8 3.1.3 Not participating in assigned activity(ies) (non-
9 cooperation); and

10 3.1.4 Sanctioned.

11 3.2 Engagement/re-engagement activities shall include, but are not
12 limited to, the following:

13 3.2.1 Telephone contacts;

14 3.2.2 Home visits;

15 3.2.3 Mailers; or

16 3.2.4 Appointment setting during flexible office hours.

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

22 3.3.1 Identify attitudinal barriers, domestic abuse and/or
23 behavioral health issues that negatively affect participation and provide
24 immediate resources.

25 3.3.2 Provide information on flexible child care and employment
26 options.

27 3.3.3 Develop a network of child care providers that offer
28 services during traditional and non-traditional hours and on short notice.

1 3.3.4 Use of the CalWORKs orientation for educational and
2 motivational purposes and to discuss the realities of the CalWORKs time
3 limits.

4 3.3.5 Completion of a Self-Sufficiency Action Plan that helps
5 each parent to identify barriers, roles, responsibilities, individual and
6 family goals for the future.

7 3.3.6 Translation services as needed.

8 3.3.7 Referrals to CBOs and FBOs that are culturally responsive
9 to the needs of Participants.

10 3.4 CONTRACTOR shall work together with each Participant to identify
11 barriers to participation and the need for specific Employment Support
12 Services, as described in Exhibit B to this Agreement, in order to engage the
13 Participant in approved WTW activities.

14 3.5 Activities of engagement/re-engagement outreach and strategies
15 shall include, but are not limited to, the following:

16 3.5.1 Participants will attend an office appointment or
17 CONTRACTOR will conduct a home visit if an office visit cannot be made.

18 3.5.2 CONTRACTOR shall educate and motivate Participants to
19 return to the program with full participation.

20 4. QUALITY CONTROL

21 4.1 CONTRACTOR shall be required to establish and maintain a complete
22 internal Quality Control Plan to ensure that all requirements of this
23 Agreement are met.

24 4.2 CONTRACTOR shall develop and maintain an inspection system that
25 shall cover the monitoring and control of Employment Support Services payment
26 issuance (including petty cash, bus tickets/passes or transportation costs).
27 The quality control plan approved by ADMINISTRATOR shall include:

28 4.2.1 Activities to be inspected on either a scheduled or

1 unscheduled basis, how often inspections will be accomplished, and the title
2 of the individual(s) who will perform the inspections;

3 4.2.2 Specific methods to identify and prevent deficiencies in
4 the quality of service performed, prior to unacceptable performance levels;

5 4.2.3 Method for continuing services in the event of a strike
6 of CONTRACTOR's employees or a natural disaster; and

7 4.2.4 Maintenance of all inspection files and, if necessary,
8 the corrective action taken.

9 4.3 CONTRACTOR shall cooperate with any third party audit or
10 inspections as required by ADMINISTRATOR or other COUNTY, State or Federal
11 agency.

12 5. CASE RECORDS

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

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

26 5.3 Information in case records shall be treated as confidential and
27 released only to ADMINISTRATOR as required, or to others upon the approval of
28 ADMINISTRATOR.

1 5.4 CONTRACTOR shall include, but not be limited to, the following
2 items in the physical case record file:

3 5.4.1 Documentation of referrals;

4 5.4.2 Documentation of services provided, including contacts
5 with and on behalf of Participants, general observations, etc.;

6 5.4.3 Documentation of subcontractors and service providers
7 working with Participants or members of the Participants' families, including
8 payments made to the service provider;

9 5.4.4 Documentation/justification for Supportive Services;

10 5.4.5 Documentation of hours of participation;

11 5.4.6 Documentation regarding any cooperation issues;

12 5.4.7 Attendance and progress reports, including those from
13 subcontractors and service providers;

14 5.4.8 Employment information and employment retention tracking;

15 5.4.9 Documentation of increases in earnings;

16 5.4.10 Standard release forms as needed for collateral contacts;

17 5.4.11 Documentation of language needs and how they were
18 resolved, as applicable; and

19 5.4.12 Medical verifications, as applicable.

20 6. COORDINATION

21 6.1 CONTRACTOR shall jointly host regular coordination meetings with
22 ADMINISTRATOR, WTW Staff, and other contract partners to coordinate procedures
23 and problem resolution.

24 6.2 CONTRACTOR shall provide a contact to accept calls from WTW Staff
25 to verify space availability for the next appropriate Job Services opening,
26 using a format approved by ADMINISTRATOR.

27 6.3 CONTRACTOR shall coordinate with the Vocational Assessment
28 CONTRACTOR(s), as directed by ADMINISTRATOR, for referral of Participants to

1 Vocational Assessment following Job Services.

2 7. FORMS

3 7.1 ADMINISTRATOR will provide a ~~camera-ready~~ copy of all mandatory
4 State and COUNTY forms.

5 7.2 CONTRACTOR shall be responsible for duplication and distribution
6 of the forms to its staff and any partner agencies or subcontractors and
7 providers in the region, as needed per its function in the regional network
8 and the usage in the region.

9 7.3 CONTRACTOR shall develop its own internal forms that are not
10 mandated by ADMINISTRATOR or by program requirements. Internal forms shall be
11 reviewed and approved by ADMINISTRATOR prior to implementation.

12 8. STATEMENT OF NEED

13 CONTRACTOR shall provide a written statement of need to WTW Staff
14 describing Participants' Supportive Services needs when Participants need
15 assistance with the cost of ~~childcare, transportation~~, materials, uniforms,
16 tools, etc., to participate in a job search or to begin work. WTW Staff will
17 then refer the Participant for issuance of Supportive Services per applicable
18 COUNTY Policy.

19 9. COMMUNITY OUTREACH

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

28 9.2 CONTRACTOR shall provide services as required in this Agreement

1 through direct service or subcontracts with established community resources,
2 with ADMINISTRATOR approval.

3 9.3 CONTRACTOR shall meet regularly with CBOs and FBOs to inform them
4 of funding availability for services provided under this Agreement, coordinate
5 the provision of services, and provide them with technical assistance as
6 needed.

7 9.4 CONTRACTOR shall call upon ADMINISTRATOR for assistance with
8 coordination of community outreach activities.

9 9.5 CONTRACTOR shall involve ADMINISTRATOR in resolving disputes
10 between CONTRACTOR and community and faith-based organizations.

11 ~~9.6 CONTRACTOR shall respond to Participant Advocate concerns within
12 five (5) business days or as directed by ADMINISTRATOR, but in no event later
13 than thirty (30) days. A Participant Advocate is a party or organization
14 separate from CONTRACTOR and COUNTY who advocates on behalf of a Participant.~~

15 9.7 Faith-Based Organizations (FBOs)

16 CONTRACTOR shall respect the wishes of those Participants who do
17 not want to receive services from an FBO. CONTRACTOR shall make available the
18 same type of services from non-faith-based organizations. These services
19 shall be at least equal to the FBO's services and be made available within the
20 time frame as specified in Paragraph 3.3 and 3.4 of Exhibit B.

21 ~~9.8 CONTRACTOR shall respond to Participant Advocate concerns within
22 five (5) business days or as directed by ADMINISTRATOR, but in no event later
23 than thirty (30) days. CONTRACTOR shall involve ADMINISTRATOR in resolving
24 disputes between CONTRACTOR and community organizations. A Participant
25 Advocate is a party or organization separate from CONTRACTOR and COUNTY who
26 advocates on behalf of a Participant.~~

27 10. PROGRAMMATIC PARTICIPATION

28 CONTRACTOR shall submit any information and assistance necessary for WTW

1 Staff to conduct Cause Determinations, as defined by Paragraph 3.9 of this
2 Agreement, and monitor compliance plans, and for ADMINISTRATOR to make
3 presentations at hearings or formal grievances.

4 11. PERFORMANCE MONITORING AND REVIEWS

5 11.1 CONTRACTOR's performance will be monitored and reviewed by
6 ADMINISTRATOR. CONTRACTOR shall cooperate and assist ADMINISTRATOR in
7 monitoring performance. ADMINISTRATOR will conduct case reviews as part of an
8 on-going evaluation of CONTRACTOR's performance.

9 11.2 ADMINISTRATOR may use a variety of inspection methods to evaluate
10 CONTRACTOR's performance, including but not limited to:

11 11.2.1 Random sampling of program activities including a review
12 of case files each month;

13 11.2.2 Activity checklists and random observations;

14 11.2.3 Inspect output items on a periodic basis as deemed
15 necessary;

16 11.2.4 Computer Information System reported results;

17 11.2.5 Participants' complaints and/or Participants'
18 questionnaires; and

19 11.2.6 Service provider complaints or reports.

20 11.3 When it is determined that services were not performed in
21 accordance with this Agreement and/or COUNTY policies during the review
22 period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR shall,
23 within the time period specified in any such corrective action plan, remedy
24 the performance defects.

25 11.4 Performance evaluation meetings will be conducted by ADMINISTRATOR
26 as necessary.

27 11.5 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
28 information necessary for monitoring this Agreement, and with authorized State

1 or Federal representatives who may audit WTW Program services.

2 12. HANDLING COMPLAINTS

3 CONTRACTOR shall develop, operate and maintain procedures for receiving,
4 investigating and responding to service providers and Participant complaints,
5 including Civil Rights complaints against direct service providers made by
6 Participants, requests for State Hearings and formal grievances, requests for
7 COUNTY reviews, and other complaints relating to Job Services, and Employment
8 Support Services, and Subsidized Employment.

9 12.1 CONTRACTOR staff shall maintain a log for identification and
10 response to Participants' complaints. When complaints cannot be resolved
11 informally, a system of follow-through shall be instituted which adheres to
12 formal plans for specific actions and response to complaints within two (2)
13 business days.

14 12.2 When CONTRACTOR believes any complaint may have legal implications
15 for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately
16 to ADMINISTRATOR prior to responding to the complaint.

17 12.3 CONTRACTOR shall provide, in a format approved by ADMINISTRATOR,
18 information pertaining to complaints, as well as CONTRACTOR's response to any
19 complaints to ADMINISTRATOR, as described above, within ten (10) business days
20 of the complaint.

21 12.4 CONTRACTOR shall include a summary of all complaints received in
22 the Monthly Status Reports submitted to COUNTY.

23 13. FORMAL GRIEVANCE PROCESS AND STATE HEARING

24 13.1 CONTRACTOR shall post Grievance Rights and Civil Rights notices,
25 and any other notices as may be required by ADMINISTRATOR, in all office(s)
26 where all Participants can easily see them and as required by COUNTY, State
27 and Federal Regulations.

28 13.2 CONTRACTOR shall attend COUNTY Formal Grievance Hearings and State

1 Hearings as needed, and comply with the decisions of the Hearing Officers. All
2 actions involving the Formal Grievance Process and State Hearings shall be
3 properly documented.

4 14. WELFARE FRAUD INVESTIGATION REFERRALS

5 CONTRACTOR staff shall report to the appropriate WTW Staff when
6 eligibility or Supportive Services payment fraud is suspected, either by
7 Participants or service providers. CONTRACTOR shall report to the appropriate
8 WTW staff when fraud is suspected in the Subsidized Employment Program.

9 15. OUTSIDE CONTACTS

10 CONTRACTOR shall:

11 15.1 Immediately inform ADMINISTRATOR of any inquiry from an elected
12 official, their representative, Participant Advocate, or the press, and
13 immediately provide information in order for ADMINISTRATOR to respond.

14 15.2 Consult with ADMINISTRATOR prior to initiating contact with a
15 Participant Advocate or the press.

16 15.3 Inform ADMINISTRATOR prior to initiating contact with an elected
17 official or their representative.

18 16. FACILITIES

19 16.1 CONTRACTOR shall collocate to existing ADMINISTRATOR facilities
20 and locate additional space in regions of Orange County designated by
21 ADMINISTRATOR.

22 16.2 Collocated Facilities:

23 16.2.1 CONTRACTOR shall enter into a rent-free lease or license
24 agreement when collocating at a site provided by ADMINISTRATOR, as referenced
25 in Subparagraph 9.2 of this Agreement. CONTRACTOR shall cooperate with all
26 conditions of said agreement. CONTRACTOR shall collocate at the following
27 facilities provided by ADMINISTRATOR:

28 6100 Chip Ave., Cypress, CA 90630

1 1928 S. Grand Ave., Santa Ana, CA 92705

2 23340 Moulton Parkway, Laguna Hills, CA 92653

3 3320 E. La Palma, Anaheim, CA 92806

4 1240 State College Blvd., Anaheim, CA 92806

5 1000 E. Santa Ana Blvd., Ste. 300, Santa Ana, CA 92701

6 16.2.2 ADMINISTRATOR may add, change, modify, or delete
7 locations, as necessary, to best serve the needs of ADMINISTRATOR and
8 Participants.

9 16.3 CONTRACTOR Provided Facilities:

10 16.3.1 CONTRACTOR shall provide ADMINISTRATOR with a copy of the
11 lease for review and approval, at least thirty (30) days prior to leasing a
12 facility. CONTRACTOR shall make all changes to the lease as requested by
13 ADMINISTRATOR.

14 16.3.2 CONTRACTOR shall provide parking spaces for Participants'
15 free and exclusive use. CONTRACTOR shall also provide parking for disabled
16 persons in accordance with the Americans with Disabilities Act, and any other
17 rules or statutes relating to parking for disabled persons.

18 16.3.3 CONTRACTOR shall provide all repair, maintenance, and
19 janitorial services to all premises on a five (5) day per week basis, subject
20 to the satisfaction of ADMINISTRATOR. If CONTRACTOR fails to provide
21 satisfactory repair, maintenance, and janitorial services to the premises,
22 ADMINISTRATOR may notify CONTRACTOR in writing. CONTRACTOR shall initiate
23 measures to provide satisfactory service and/or remedy the unsatisfactory
24 conditions. If CONTRACTOR has not provided satisfactory repairs within ten
25 (10) calendar days, ADMINISTRATOR may provide the repair, maintenance, and/or
26 janitorial service necessary to remedy the unsatisfactory condition, and
27 deduct the cost of those services from any reimbursable claim by CONTRACTOR.

28 16.3.4 CONTRACTOR shall maintain any facilities in compliance

1 with all applicable laws, rules, regulations, building codes, statutes and
2 orders, as they now exist or may be subsequently amended. Facilities must be
3 able to accommodate all data processing equipment and computers.

4 16.3.5 CONTRACTOR provided sites shall be in safe, clean
5 structures that are centrally located to the population to be served, located
6 conveniently to public transportation facilities, accessible to individuals
7 with disabilities, and provide adequate parking at no cost to Participants.

8 16.3.6 CONTRACTOR shall not require Participants to travel more
9 than two (2) hours round trip to obtain services.

10 16.3.7 CONTRACTOR shall maintain an Accessibility Plan that
11 describes how Participants located throughout Orange County can easily get to
12 the sites.

13 16.3.8 CONTRACTOR shall provide adequate security for the
14 facilities, and all facilities shall be adequately lighted at night.

15 16.3.9 CONTRACTOR shall secure the work area to maintain
16 Participant confidentiality.

17 16.3.10 CONTRACTOR shall maintain the security of the work area
18 in an up-to-date manner and shall designate an in-house management level
19 position to be responsible for maintenance and access level assignments. Work
20 area security shall include a master key override lock.

21 16.3.11 CONTRACTOR shall provide an alarm or security system for
22 after-hours security in locations where ADMINISTRATOR has provided furniture
23 and equipment.

24 16.3.12 CONTRACTOR shall provide space for the provision of
25 services under this Agreement at the following sites:

26 100 South Anaheim Blvd., Anaheim, CA 92805

27 16842 Von Karman Ave., Irvine, CA 92606

28 16.3.13 CONTRACTOR and ADMINISTRATOR may mutually agree in

1 writing to add, change, modify, or delete locations, as necessary, to best
2 serve the needs of ADMINISTRATOR and Participants.

3 17. EQUIPMENT AND FURNISHINGS

4 17.1 ADMINISTRATOR will purchase and install all necessary data
5 processing equipment, including personal computers.

6 17.2 ADMINISTRATOR will provide sufficient training to CONTRACTOR's
7 staff regarding use and maintenance of electronic case records on the computer
8 information system.

9 17.3 CONTRACTOR shall use the computer information system(s) provided
10 by ADMINISTRATOR for entering and viewing electronic data as required by
11 ADMINISTRATOR. CONTRACTOR shall ensure that their personnel understand the
12 uses of the computer information system(s) and will follow the related
13 procedures as evidenced by supervisory reviews and case audits.

14 17.4 CONTRACTOR shall be responsible for providing all the necessary
15 (ergonomically proper) furnishings for its staff in non-located facilities,
16 and jointly coordinate the office layouts with ADMINISTRATOR's Facilities
17 Management staff.

18 17.5 CONTRACTOR shall inform ADMINISTRATOR of any employment
19 terminations or new hires in order for ADMINISTRATOR's Information Technology
20 Services to take appropriate action within specified timeframes.

21 17.6 CONTRACTOR shall comply with confidentiality requirements as
22 stated in Paragraph 33 of this Agreement and shall use the computer
23 information system(s) provided by ADMINISTRATOR for entering and retrieving
24 data, monthly reporting of Work Participation hours, updating the status and
25 end dates of Participant activities, and any other information as required by
26 ADMINISTRATOR. CONTRACTOR shall be responsible for any loss, theft, or damage
27 to the computer systems provided by ADMINISTRATOR. Further, CONTRACTOR shall
28 provide training to staff that uses such equipment related to the sensitivity

of Participant personal information contained within the hardware of these systems.

17.7 CONTRACTOR shall provide ADMINISTRATOR with a written plan describing safeguards that shall be taken to ensure the security of both the computer information systems hardware and the personal data contained therein. This plan shall include action steps that CONTRACTOR shall take to immediately report and mitigate damages resulting from loss of equipment and unauthorized dissemination of personal information. CONTRACTOR shall submit this plan no later than July 31, 2015~~6~~ and shall make all changes to the plan as requested by ADMINISTRATOR.

18. BUDGET

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

Annual Budget period for July 1, 2015~~6~~ - June 30, 2016~~21~~

<u>Salaries and Benefits:</u>	<u>Max Hourly</u>	<u>FTE⁽²⁾</u>	<u>Annual Budget</u>
	<u>Rate⁽¹⁾</u>		
<u>Direct Services Positions⁽³⁾</u>			
Supervisors	26.00 26.28	8.00	511,779 408,678
Career ConsultantsTalent	22.01	44.00 48.	1,734,931 1,837,8
Development Specialists		00	14
Lead Career ConsultantLead	22.01 22.85	9.00	375,168 390,118
Talent Development Specialists			
Job Developers Business Solutions	22.01	4.00	164,299 174,388
Consultants			
Administrative Assistants	16.35	6.00	194,487 198,806

1	Subtotal Salaries ⁽⁴⁾⁽⁵⁾⁽⁶⁾			3,119,022
2	Benefits ⁽⁷⁾ (20.66%)			<u>\$822,786</u> 11,443
3	Subtotal Direct Service			\$3,621,247
4	Positions and Benefits			
5	<u>Administrative Positions⁽⁸⁾</u>			
6	Program Director	50.49	1.00	105,019 90,000
7	Project Manager	35.09 36.24	1.00	72,988 80,000
8	Finance Human Resources Manager	33.17 34.31	1.00	68,994 71,365
9	Training Manager	33.17 34.31	1.00	68,994 71,365
10	Program Manager	33.17 34.31	1.00	68,994 71,365
11	Subcontract Manager	33.17 34.31	1.00	68,994 71,365
12	Quality Assurance Control	33.17 34.31	1.00	68,994 71,365
13	Manager			
14	Supervisors	26.28	2.00	102,170
15	Project Accountant	35.10	1	73,008
16	Account Specialists	22.18	54.00	194,942 173,722
17	Subtotal Salaries ⁽⁴⁾⁽⁵⁾⁽⁶⁾			\$3,698,582 886,123
18				3
19	Benefits ⁽⁷⁾ (20.38%)			<u>\$822,786</u> 177,904
20	Subtotal Administrative Salaries			\$1,053,629
21	and Benefits			
22	Total Salaries and Benefits			\$4,521,368 4,674,876
23				
24	<u>Services</u>			
25	Basic Needs			454,000
26	Professional Clothing			358 288,000
27	Domestic Abuse Services			530,088 477,079
28	Housing			735,265

1	Transportation	530,300.000
2	Purchase of Services	3,000,225.500
3	Subsidized Employment Salary ⁽⁹⁾	<u>2,350,000.1,853.6</u>
4		99
5	Total Services	\$4,551,353,718.5
6		43
7	<u>Operating Expenses</u>	
8	Office Expense	85,000,88,232
9	Program Expense	42,000,69,000
10	Telephone (Communication Costs)	60,000,62,700
11	Mileage ⁽¹⁰⁾	4046,000
12	Staff Development	6,000
13	Travel (Transportation/Lodging) ⁽¹¹⁾	5,000,2,300
14	Advertising/Promotions/Printing	20,000,560
15	Facility Lease/Rental	440,000,681,077
16	Equipment Lease/Rental	30,000,46,029
17	Maintenance	6,000,19,800
18	Insurance	50,000,897
19	Independent Audit	13,000,23,573
20	Miscellaneous ⁽¹²⁾	<u>1,500,620</u>
21	Total Operating Expenses	\$798,500,1,118,63
22		9
23	Contractor's Fee Indirect	\$1,915,499,20,589
24	Costs ⁽¹³⁾	
25	Profit	665,712
26	Performance Incentives	<u>\$95,275.86190,20</u>
27		4
28	ANNUAL MAXIMUM OBLIGATION 7/1/14-6/30/15	\$11,286,712

1 **CONTRACT MAXIMUM OBLIGATION**

2 **TOTAL JULY 1, 20156 THROUGH JUNE 30, 201621** \$11,786,71256,43
 3 3,560

- 4 (1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.
- 5 (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the
 6 maximum amount of time (stated as a percentage) each position will be
 7 providing services under the terms of this Agreement. This percentage is
 8 based upon a 40-hour workweek. For salaried employees, FTE is defined as
 9 the maximum amount of time (stated as a percentage) the position will be
 10 paid for under the terms of this Agreement, regardless of the number of
 11 hours actually worked.
- 12 (3) Direct Service positions are defined as those staff that provides face to face
 13 contact with clients. First line supervisors can be included as direct service
 14 staff. All direct staff positions are to be compensated hourly.
- 15 (4) Total salaries are calculated on average hourly rates for positions with
 16 average hourly rates and on maximum hourly rates for positions with no
 17 average hourly rates.
- 18 (5) Each staff position line item is inclusive of potential staff incentives.
 19 Staff incentives will be granted as approved by ADMINISTRATOR. Staff
 20 incentives are based on each employee's performance and are not to exceed
 21 5% of the employee's annual salary. Staff incentives may be in the form
 22 of either a salary increase or lump sum; however, the total compensation
 23 consisting of base pay plus incentives shall not exceed the maximum
 24 hourly rate for the position.
- 25 (6) Bilingual staff payments are 55% of Direct Services Staff FTEs at \$0.83
 26 per hour.
- 27 (7) Employee Benefits include contributions to 401k or retirement plans;
 28 health insurance; dental insurance; life insurance; long-term disability
 insurance; payroll taxes such as FICA, Federal Unemployment Tax, State
 Unemployment Tax, and Worker's Compensation Tax, based on the currently
 prevailing rates; vacation accrual limited to the amount of vacation time
 earned during the fiscal year in which such expense is claimed; and mark-
 up costs for any employees employed through staffing agencies. The
 overall benefit rate shall not exceed 20.66% of actual allowable costs of
 direct service salaries and 20.38% of actual allowable costs of
 administrative salaries.
- (8) 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.

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- (9) Subsidized Employment line includes both salary wages and benefits cost associated with Participants placed into subsidized employment positions. Benefits costs included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates.
- (10) Mileage is limited to the amount allowed by the IRS.
- (11) Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved in advance by ADMINISTRATOR. CONTRACTOR shall be reimbursed for actual expenses of lodging, up to the maximum allowed in CFR Title 41 Chapter 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid to employees for meals and incidental expenses incurred during travel, up to the maximum allowed in CFR 41 Chapter 301, Travel Allowances.
- (12) 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.
- (13) Indirect Costs specified in this line item shall fully compensate CONTRACTOR for general and administrative and/or overhead costs, and/or any other indirect costs incurred as a result of performance of this Agreement, and that any such costs in excess of this amount shall not be allowed, paid or reimbursed. Indirect Costs shall not exceed nine point six eight percent (9.68%) of actual allowable costs for the following: salaries, employee benefits, services and operating expenses.

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18.1 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice to add, delete, or modify line items and/or amounts without changing COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 44.3 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 21.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the program goals as set forth in Subparagraphs ~~1.4.1 and 1.4.2~~ of Exhibit A and Subparagraph ~~1.3~~ 1.2 of Exhibit ~~BC~~ and penalties as set forth

1 in Subparagraph 21.4.6 of this Agreement. For the purposes of this Agreement,
2 proportionately shall be defined as follows: the amount of the reduction
3 divided by the remaining funds in the budget, at the time of the reduction,
4 after the reduction is applied.

5 18.2 For the purpose of meeting specific program needs, CONTRACTOR may
6 request to reallocate funds between budgeted line items by utilizing a Budget
7 Modification Request form provided by ADMINISTRATOR, which shall include a
8 justification narrative specifying the purpose of the request, the amount of
9 said funds to be reallocated, and the sustaining annual impact as applicable
10 to the current and subsequent fiscal years. CONTRACTOR shall obtain advance
11 written approval from ADMINISTRATOR for any Budget Modification Request prior
12 to implementation. Failure to obtain advance written notice approval for any
13 proposed Budget Modification Request may result in disallowance of
14 reimbursement for those costs.

15 18.3 In the event the budget shown in Paragraph 18 is modified, the
16 modified budget shall remain in effect for the remainder of the contract term,
17 unless superseded by subsequent budget modification(s) that have been approved
18 in writing by ADMINISTRATOR. For example, if Budget Modification #1 is
19 approved on March 15, 2017, the modified budget will remain in effect until
20 Budget Modification #2 is requested and approved in writing. The annual
21 budget beginning on July 1st of each fiscal year shall be identical to the
22 most recently modified annual budget. Under no circumstances shall funds
23 unspent in one fiscal year carry over to another fiscal year.

24 19. STAFF

25 19.1 Language Diversity:

26 CONTRACTOR shall employ staff with experience in placing
27 Participants with a limited English vocabulary in an environment that
28 facilitates the development of the English language. CONTRACTOR's staff shall

1 be able to read, write, speak and understand English. CONTRACTOR shall
2 provide bilingual staff to serve Participants who are able to read, write and
3 speak Arabic, Spanish and Vietnamese in order to develop programmatic
4 material and to serve Participants who speak Arabic, Spanish or Vietnamese.
5 The ratio of bilingual staff shall be consistent with and proportional to the
6 target population in each region, as determined by ADMINISTRATOR. In
7 addition, CONTRACTOR shall be required to provide translation services for all
8 other languages as needed to ensure all Participants are provided services in
9 the language they speak.

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

15 19.2 Recruitment and Hiring Practices:

16 19.2.1 CONTRACTOR shall use a formal recruitment plan, which is
17 in compliance with Federal and State employment and labor regulations.

18 19.2.2 CONTRACTOR shall hire staff with the education and
19 experience necessary to appropriately perform all functions as described in
20 this Agreement.

21 19.2.3 CONTRACTOR shall give priority consideration to qualified
22 job-ready Participants, as described in 4.10.6.3 in Exhibit A, in filling
23 vacancies in positions funded by this Agreement.

24 19.3 Staff Training:

25 19.3.1 CONTRACTOR staff directly serving Participants, or
26 supervising those who do, shall be thoroughly familiar with WTW requirements
27 and procedures contained in the Orange County CalWORKs Plan and subsequent
28 updates, the CDSS regulations, COUNTY Policy, the computer information system

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

7 19.3.2 ADMINISTRATOR will provide initial training to a limited
8 number of select CONTRACTOR staff with respect to CalWORKs WTW regulations,
9 and COUNTY Policies and Procedures. CONTRACTOR shall attend training(s) that
10 ADMINISTRATOR determines to be mandatory. CONTRACTOR shall conduct subsequent
11 training(s) on the same materials.

12 19.3.3 CONTRACTOR shall develop a COUNTY approved training
13 manual to be distributed to CONTRACTOR staff regarding motivational
14 strategies.

15 19.3.4 ADMINISTRATOR will also provide CONTRACTOR personnel with
16 initial training in the use of computer information systems as necessary to
17 comply with the requirements of the CalWORKs Program. ADMINISTRATOR will
18 provide technical information to CONTRACTOR on these requirements, but it will
19 be CONTRACTOR's sole responsibility to assure that CONTRACTOR staff understand
20 and correctly implement the requirements cited when providing services
21 pursuant to this Agreement.

22 19.3.5 CONTRACTOR shall provide ongoing staff training and
23 assist its staff to ensure that all assignments are completed.

24 19.3.6 CONTRACTOR shall ensure that its staff receives training
25 in understanding cultural differences among groups of Participants, and
26 recognize and effectively intervene to overcome any language and/or cultural
27 barriers to employment.

28 19.3.7 CONTRACTOR shall maintain a log of in-house training

1 activities completed by its staff. This log shall be made available to
2 ADMINISTRATOR upon request.

3 19.4 Time Studies:

4 19.4.1 CONTRACTOR shall adhere to COUNTY time study procedures
5 by identifying and reporting time devoted to the delivery of services pursuant
6 to this Agreement.

7 19.4.2 Time studies must be completed by CONTRACTOR's staff in
8 the months of February, May, August and November of each year. Completed time
9 studies shall be made available to ADMINISTRATOR by the first business day of
10 the month following each month in which the time study is to be completed.

11 19.4.3 Supervisory staff do not complete detailed time study
12 form sheets, but must record the total hours worked per day in a time study
13 month. CONTRACTOR's supervisors shall review the staff time study detail
14 report for accuracy and ensure consistency with reported work hours for the
15 same period.

16 19.5 Staff Duties and Qualifications:

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

19 19.5.1 ~~One (1)~~ Program Director:

20 Duties:

21 19.5.1.1 Manage the implementation of contracted
22 services, assuring all contractual commitments are met.

23 19.5.1.2 Responsible for proper utilization of project
24 funding.

25 19.5.1.3 Establish and maintain working relationships
26 with ADMINISTRATOR and all partners to optimize funding, customer satisfaction
27 and community relations.

28 19.5.1.4 Facilitate project accomplishments and ensure

1 that management decisions and contractual goals are understood and supported
2 by CONTRACTOR staff.

3 19.5.1.5 Make decisions that facilitate program
4 accomplishments and meet goals and objectives on time and within budget.

5 19.5.1.6 Analyze and evaluate program operations and
6 implement actions to meet designed plans.

7 19.5.1.7 Assign priorities and scheduling to meet
8 planned program goals and objectives.

9 19.5.1.8 Assure all CONTRACTOR staff are trained and
10 meet performance standards as outlined in this Agreement.

11 19.5.1.9 Evaluate CONTRACTOR staff performance and
12 authorize CONTRACTOR staff development and training activities.

13 19.5.1.10 Direct CONTRACTOR staff performance and all
14 Human Resources (HR) responsibilities.

15 19.5.1.11 Maintain existing linkages to community
16 resources and develop new linkages to further program goals and enhance the
17 success of Participants.

18 19.5.1.12 Directly supervises the Project Manager, and
19 Finance Manager.

20 Qualifications:

21 19.5.1.13 Bachelor's Degree, preferably in a human
22 services related field.

23 19.5.1.14 A minimum of five (5) years experience
24 organizing, planning and developing programs and services at a management
25 level.

26 19.5.1.15 Three (3) years CalWORKs and/or WTW
27 experience, which may be concurrent with the requirement in Subparagraph
28 19.5.1.14 above.

19.5.2 ~~One (1)~~ Project Manager:

Duties:

19.5.2.1 Assists ~~the~~ Program Director in oversight functions.

19.5.2.2 Responsible for the overall performance in all regional offices.

19.5.2.3 Assist Program Director in designing and implementing new service components and strategies approved by ADMINISTRATOR.

19.5.2.4 Assist Program Director in regularly reviewing all newly developed service components.

19.5.2.5 Supervise Quality Assurance Manager, Training Manager, Program Manager, and Subcontract Manager; provide support, guidance and accountability.

19.5.2.6 Responsible for statistical reports.

19.5.2.7 Implements ~~corrective~~ action plans, when necessary, with the assistance of the Program Director.

Qualifications:

19.5.2.8 Bachelor's Degree, preferably in a human services related field.

19.5.2.9 A minimum of four (4) years experience in management or supervision.

19.5.2.10 Two (2) years CalWORKs and/or WTW experience, which may be concurrent with the requirement in Subparagraph 19.5.2.9.

~~19.5.3 One (1) Finance Manager:~~

~~Duties:~~

~~19.5.3.1 Oversee the project's fiscal operations.~~

~~19.5.3.2 Responsible for tracking, analyzing and reporting project financial status.~~

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~~19.5.3.3 Supervise CONTRACTOR support staff and plan activities to meet project deadlines.~~

~~19.5.3.4 Ensure procedures and policies are in place to facilitate effective and efficient financial reporting compliance with local, State, and CONTRACTOR policies.~~

~~19.5.3.5 Direct fiscal operations relating to financial planning, funds management, accounting, reporting and disbursement.~~

~~19.5.3.6 Assist in preparing and maintaining the budget for this Agreement.~~

~~19.5.3.7 Develop reporting mechanisms to track expenditures and obligations.~~

~~19.5.3.8 Analyze CONTRACTOR's financial information as it relates to project revenue and balance sheets.~~

~~19.5.3.9 Review project expenditures to ensure compliance with applicable regulations and program requirements.~~

~~19.5.3.10 Forecast expenditures used in planning project-wide operations and program specific activities.~~

~~19.5.3.11 Communicate with ADMINISTRATOR regarding budgets, billing, and financial related matters.~~

~~19.5.3.12 Prepare billing for ADMINISTRATOR.~~

~~19.5.3.13 Assist during financial review of program expenditures, and prepares responses to monitoring reports.~~

~~19.5.3.14 Train CONTRACTOR staff on changes in funding regulations, corporate policies, local operating procedures and contract policies.~~

Qualifications:

~~19.5.3.15 Bachelor's Degree, preferably in a related field.~~

1 ~~19.5.3.16 A minimum of four (4) years experience in~~
2 ~~management or supervision.~~

3 19.5.3.17 ~~Two (2) years CalWORKs and/or WTW experience,~~
4 ~~which may be concurrent with the requirement in Subparagraph 19.5.3.16 above.~~

5 19.5.4 Human Resource Manager:

6 Duties:

7 19.5.4.1 Conduct and monitor all CONTRACTOR required
8 training such as compliance training and HR reports in conjunction with the
9 Training Manager.

10 19.5.4.2 Manage new hire orientation and process new
11 hire paperwork.

12 19.5.4.3 Assist Program Director and Supervisors in
13 the development of procedures based on local, State, and federal guidelines
14 and requirements of this Agreement.

15 19.5.4.4 Responsible for all Human Resource functions.

16 Qualifications:

17 19.5.4.5 Bachelor's Degree, preferably in a human
18 services related field or a minimum of three (3) years experience in
19 management or supervision.

20 19.5.4.6 Two (2) years CalWORKs and/or WTW experience,
21 which may be concurrent with the requirement in Subparagraph 20.5.2.9 above.

22 19.5.5 Project Accountant:

23 Duties:

24 19.5.5.1 Oversee the project's fiscal operations.

25 19.5.5.2 Responsible for tracking, analyzing and
26 reporting project financial status. Ensure procedures and policies are in
27 place to facilitate effective and efficient financial reporting compliance
28 with local, State, and CONTRACTOR policies.

1 19.5.5.3 Direct fiscal operations relating to
2 financial planning, funds management, accounting, reporting and disbursement.

3 19.5.5.4 Assist in preparing and maintaining the
4 budget for this Agreement.

5 19.5.5.5 Develop reporting mechanisms to track
6 expenditures and obligations.

7 19.5.5.6 Analyze CONTRACTOR's financial information as
8 it relates to project revenue and balance sheets.

9 19.5.5.7 Review project expenditures to ensure
10 compliance with applicable regulations and program requirements.

11 19.5.5.8 Forecast expenditures used in planning
12 project-wide operations and program specific activities.

13 19.5.5.9 Communicate with ADMINISTRATOR regarding
14 budgets, billing, and financial related matters.

15 19.5.5.10 Prepare billing for ADMINISTRATOR.

16 19.5.5.11 Assist during financial review of program
17 expenditures, and prepares responses to monitoring reports.

18 19.5.5.12 Train CONTRACTOR staff on changes in funding
19 regulations, corporate policies, local operating procedures and contract
20 policies.

21 Qualifications:

22 19.5.5.13 Bachelor's Degree, preferably in a finance or
23 accounting related field.

24 19.5.6 ~~One (1)~~ Training Manager:

25 Duties:

26 19.5.6.1 Responsible for the training and development
27 of all CONTRACTOR staff participating under this Agreement.

28 19.5.6.2 Develops all training required by CONTRACTOR.

1 19.5.6.3 Assist Human Resource Manager to conduct and
2 monitor all CONTRACTOR required training such as compliance training and HR
3 reports.

4 19.5.6.4 Manage Assist Human Resource Manager with new
5 hire orientation and process new hire paperwork.

6 ~~19.5.6.5 Assist Program Director and Supervisors in~~
7 ~~the development of procedures based on local, State, and federal guidelines~~
8 ~~and requirements of this Agreement.~~

9 19.5.6.6 Responsible for all HR functions.

10 19.5.6.7 Motivate CONTRACTOR staff and tailor learning
11 activities to meet group and individual needs.

12 19.5.6.8 Develop and implement a feedback and
13 improvement system to ensure training meets the needs of ADMINISTRATOR.

14 Qualifications:

15 19.5.6.9 Bachelor's Degree, preferably in a human
16 services related field or a minimum of three (3) years experience in
17 management or supervision.

18 19.5.6.10 Two (2) years CalWORKs and/or WTW experience,
19 which may be concurrent with the requirement in Subparagraph 19.5.6.9 above.

20 19.5.7 ~~One (1)~~ Program Manager:

21 Duties:

22 19.5.7.1 Monitor and assist with the implementation of
23 project goals and objectives.

24 19.5.7.2 Observe and implement actions to meet
25 designed plans.

26 19.5.7.3 Delegate and monitor work progress, and
27 manage CONTRACTOR staff performance.

28 19.5.7.4 Ensure staff training is conducted when

1 appropriate and implement cross training for staff development and operational
2 strength.

3 19.5.7.5 Make decisions to facilitate project
4 accomplishments and ensure they are understood and supported by CONTRACTOR
5 staff.

6 19.5.7.6 Responsible for overseeing functional
7 operations.

8 19.5.7.7 Maintain quality and accountability in all
9 program activities.

10 19.5.7.8 Implements corrective action plans, when
11 necessary, with the assistance of the Program Director.

12 Qualifications:

13 19.5.7.9 Bachelor's Degree, preferably in a human
14 services related field, or a minimum of three (3) years experience in
15 management or supervision.

16 19.5.7.10 Two (2) years CalWORKs and/or WTW experience,
17 which may be concurrent with the requirement in Subparagraph 19.5.7.9 above.

18 19.5.8 ~~One (1)~~ Quality Assurance Manager:

19 Duties:

20 19.5.8.1 Manage CONTRACTOR's quality assurance
21 program.

22 19.5.8.2 Provide performance feedback and assessment.

23 19.5.8.3 Assist in developing project goals and
24 objectives.

25 19.5.8.4 Responsible for communication and
26 administration of policies and procedures and CONTRACTOR staff development.

27 19.5.8.5 Ensure CONTRACTOR staff training is conducted
28 when appropriate and implement cross training for CONTRACTOR staff development

1 and operational strength.

2 19.5.8.6 Develop and apply methods to monitor, review,
3 and improve work quality.

4 19.5.8.7 Monitor work progress and CONTRACTOR staff
5 performance.

6 19.5.8.8 Oversees County error reports to ensure
7 program integrity.

8 19.5.8.9 Implement corrective action as needed.

9 Qualifications:

10 19.5.8.10 Bachelor's Degree, preferably in a human
11 services related field or a minimum of three (3) years experience in
12 management or supervision.

13 19.5.8.11 Two (2) years CalWORKs and/or WTW experience,
14 which may be concurrent with the requirement in Subparagraph 19.5.8.10 above.

15 19.5.9 ~~One (1)~~ Subcontract Manager:

16 Duties:

17 19.5.9.1 Responsible for implementing, managing, and
18 monitoring subcontracts for goal attainment, billing and invoice procedures.

19 19.5.9.2 Oversee monthly statistical reports,
20 documentation, receipt records, and expenditure reports.

21 19.5.9.3 Conduct subcontractor site visits.

22 19.5.9.4 Implement corrective action plans as needed.

23 19.5.9.5 Manage customer complaint processes and
24 reporting.

25 19.5.9.6 Attend community meetings and participate in
26 community activities.

27 Qualifications:

28 19.5.9.7 Bachelor's Degree, preferably in a human

1 services related field, or a minimum of two (2) years experience in management
2 or supervision.

3 19.5.9.8 Two (2) years CalWORKs and/or WTW experience,
4 which may be concurrent with the requirement in Subparagraph 19.5.9.7 above.

5 19.5.10 ~~Ten (10)~~ Supervisors:

6 Duties:

7 19.5.10.1 Supervise CONTRACTOR staff; provide
8 performance feedback and assessment.

9 19.5.10.2 Assist in developing and defining project
10 goals and objectives.

11 19.5.10.3 Prioritize assignments, train and develop
12 CONTRACTOR staff while implementing policies and procedures.

13 19.5.10.4 Ensure training is conducted when appropriate
14 and implement cross training for CONTRACTOR staff development and operational
15 strength.

16 19.5.10.5 Develop and apply methods to monitor, review
17 and improve work quality.

18 19.5.10.6 Implement corrective action plans as needed.

19 19.5.10.7 Oversee monthly statistical reports.

20 19.5.10.8 Ensure program quality and integrity.

21 19.5.10.9 Recruit and hire new CONTRACTOR staff.

22 Qualifications:

23 19.5.10.10 Bachelor's Degree, preferably in a human
24 services related field or a minimum of one (1) year experience in CalWORKs or
25 WTW.

26 19.5.10.11 Supervisory experience is preferred.

27 19.5.11 ~~Four (4)~~ ~~Job Developers~~ Business Solutions Consultant

28 Duties:

1 19.5.11.1 Responsible for developing relationships with
2 employers and local businesses.

3 19.5.11.2 Make direct contact with employers to
4 establish job leads for Participants, and to learn specific employer
5 requirements and expectations.

6 19.5.11.3 Develop working relationships with employers
7 to ensure that employers will hire and promote CalWORKs Participants.

8 19.5.11.4 Use special efforts to create job
9 opportunities for Participants with learning disabilities, English as a second
10 language, or other barriers to employment.

11 19.5.11.5 Develop a system for communicating job
12 opportunities to Participants.

13 19.5.11.6 Work cooperatively with community ~~job~~
14 ~~developers~~ Business Solutions Consultants.

15 Qualifications:

16 19.5.11.7 Bachelor's Degree, preferably in a human
17 services related field, or one (1) years human services related experience.

18 19.5.11.8 Experience working with the CalWORKs or WTW
19 programs is required.

20 19.5.11.9 Experience in job recruitment.

21 19.5.12 ~~Forty Four (44) Career Consultants~~ Talent Development
22 Specialist:

23 Duties:

24 19.5.12.1 Facilitate job search and life skills
25 workshops in a motivational, professional, educational, and cooperative
26 environment to maximize employment success.

27 19.5.12.2 Create, update, and maintain Participant
28 file.

1 19.5.12.3 Responsible for documentation, service
2 delivery, outcomes and action plans.

3 19.5.12.4 Communicate with WTW Staff via completed
4 referral forms, emails, and phone calls.

5 19.5.12.5 Conduct Participant outreach through phone
6 calls, mailings, or home visits.

7 19.5.12.6 Responsible for ensuring the consistency of
8 service delivery to the Participant.

9 19.5.12.7 Compile monthly service delivery reports.

10 19.5.12.8 Assist in establishing employment and
11 educational goals and provides services which assist Participants in
12 overcoming barriers.

13 19.5.12.9 Meet with community employers to develop
14 employment opportunities.

15 19.5.12.10 Maintain attendance records by documenting
16 mandatory participation hours and progress.

17 19.5.12.11 Facilitate educational and motivational
18 CalWORKs orientations.

19 19.5.12.12 Responsible for providing support services
20 and consultations to referred Participants.

21 Qualifications:

22 19.5.12.13 Bachelor's Degree, preferably in a human
23 services related field or one (1) year human services related experience.

24 19.5.12.14 Experience working with the CalWORKs or WTW
25 Programs is required.

26 19.5.13 ~~Nine (9)~~ Lead ~~Career Consultants~~ Talent Development
27 Specialist:

28 Duties:

1 19.5.13.1 Facilitate job search and life skills
2 workshops in a motivational, professional, educational, and cooperative
3 environment to maximize employment success.

4 19.5.13.2 Create, update, and maintain Participant
5 file.

6 19.5.13.3 Responsible for documentation, service
7 delivery, outcomes and action plans.

8 19.5.13.4 Communicate with WTW Staff via completed
9 referral forms, emails, and phone calls.

10 19.5.13.5 Conduct Participant outreach through phone
11 calls, mailings, or home visits.

12 19.5.13.6 Responsible for ensuring the consistency of
13 service delivery to the Participant.

14 19.5.13.7 Compile monthly service delivery reports.

15 19.5.13.8 Assist in establishing employment and
16 educational goals and provides services which assist Participants in
17 overcoming barriers.

18 19.5.13.9 Meet with community employers to develop
19 employment opportunities.

20 19.5.13.10 Maintain attendance records by documenting
21 mandatory participation hours and progress.

22 19.5.13.11 Facilitate educational and motivational
23 CalWORKs orientations.

24 19.5.13.12 Responsible for providing support services
25 and consultations to referred Participants.

26 19.5.13.13 Ensure training is conducted when appropriate
27 and implement cross training for CONTRACTOR staff development and operational
28 strength.

1 19.5.13.14 Ensure program quality and integrity.

2 19.5.13.15 Prioritize assignments, train, and develop
3 CONTRACTOR staff while implementing policies and procedures.

4 Qualifications:

5 19.5.13.16 Bachelor's Degree, preferably in a human
6 services related field or one (1) year human services related experience.

7 19.5.13.17 Experience working with the CalWORKs or WTW
8 Programs is required.

9 19.5.14 ~~Five (5)~~ Account Specialists:

10 Duties:

11 19.5.14.1 Develop, monitor, and compile all required
12 statistical monthly reports.

13 19.5.14.2 Measure contract performance and present
14 statistical reports to managers and supervisors.

15 19.5.14.3 Ensure statistical reporting integrity
16 through review and oversight.

17 19.5.14.4 Prepare and compile back-up documentation for
18 file and audit purposes.

19 19.5.14.5 Prepare and/or verify invoices for accuracy
20 and completeness.

21 19.5.14.6 Assist in preparing and maintaining the
22 budgets for this Agreement.

23 19.5.14.7 Implement policies and procedures to ensure
24 quality financial systems are in place.

25 19.5.14.8 Develop reporting mechanisms to track
26 expenditures.

27 19.5.14.9 Forecast expenditures used in planning
28 project-wide operations and program specific activities.

1 19.5.14.10 Communicate with Program Director and Finance
2 Manager regarding budgets, billing, and financial related matters.

3 19.5.14.11 Prepare billing for ADMINISTRATOR.

4 19.5.14.12 Assist during financial review of program
5 expenditures, and prepare responses to monitoring reports.

6 19.5.14.13 Perform additional duties as assigned.

7 Qualifications:

8 19.5.14.14 Bachelor's Degree, preferably in a finance or
9 accounting related field or a minimum of one (1) year experience in CalWORKs
10 or WTW.

11 19.5.14.15 Financial and statistical analysis background
12 experience is preferred.

13 19.5.15 ~~Six (6)~~ Administrative Assistants:

14 Duties:

15 19.5.15.1 Receive incoming calls, faxes and referrals
16 and disseminate information to appropriate staff.

17 19.5.15.2 Provide general information regarding
18 services provided, locations, directions, and other miscellaneous information
19 to callers and walk-ins.

20 19.5.15.3 Greet Participants and on-site visitors,
21 monitor visitor access, and guide visitors to the appropriate personnel or
22 location.

23 19.5.15.4 Perform clerical duties, assist with various
24 tasks, and record information in appropriate files.

25 19.5.15.5 Provide administrative support to program
26 supervisors.

27 Qualifications:

28 19.5.15.6 High school diploma and/or General Education

1 Diploma (GED); or six (6) months related experience in a human services field
2 or office setting.

3 19.5.15.7 ADMINISTRATOR may approve modifications to
4 minimum qualifications for any staff position set forth in this Paragraph 20
5 on a case-by-case basis, if modification is deemed by ADMINISTRATOR to be in
6 the best interests of COUNTY.

7 20. HOURS OF OPERATION

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

16 21.2 COUNTY's holiday schedule is as follows: New Year's Day, Martin
17 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
18 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
19 Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior,
20 written approval from ADMINISTRATOR for any closure outside of COUNTY's
21 holiday schedule. Any unauthorized closure shall be deemed a material breach
22 of this Agreement, pursuant to Paragraph 20, and shall not be reimbursed.

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EXHIBIT E

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

ARBOR E & T, LLC

DBA RESCARE WORKFORCE SERVICES

FOR THE PROVISION OF ~~JOB SERVICES~~

~~AND EMPLOYMENT SUPPORT SERVICES~~ EMPLOYMENT 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 33 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

1 employee, except for purposes directly connected with the administration of
2 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.

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

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

9
10 _____
Employee's Printed Name

11
12 _____
Employee's Signature

13 _____
Date

14
15 _____
Supervisor's Printed Name

16
17 _____
Supervisor's Signature

18 _____
Date