



TABLE OF CONTENTS

1	1.	TERM .....	4
2	2.	ALTERATION OF TERMS .....	4
3	3.	STATUS OF CONTRACTOR .....	5
4	4.	DESCRIPTION OF SERVICES, STAFFING .....	5
5	5.	LICENSES AND STANDARDS .....	6
6	6.	DELEGATION AND ASSIGNMENT/SUBCONTRACTS .....	7
7	7.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE .....	7
8	8.	USE OF COUNTY PROPERTY .....	10
9	9.	NON-DISCRIMINATION .....	10
10	10.	NOTICES .....	13
11	11.	NOTICE OF DELAYS .....	14
12	12.	INDEMNIFICATION .....	14
13	13.	INSURANCE .....	15
14	14.	NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS .....	18
15	15.	CONFLICT OF INTEREST .....	19
16	16.	ANTI-PROSELYTISM PROVISION .....	19
17	17.	SUPPLANTING GOVERNMENT FUNDS .....	19
18	18.	EQUIPMENT .....	20
19	19.	BREACH SANCTIONS .....	22
20	20.	PAYMENTS .....	22
21	21.	OVERPAYMENTS .....	25
22	22.	OUTSTANDING DEBT .....	25
23	23.	FINAL REPORT .....	25
24	24.	INDEPENDENT AUDIT .....	26
25	25.	RECORDS, INSPECTIONS AND AUDITS .....	26
26	26.	PERSONNEL DISCLOSURE .....	29
27	27.	EMPLOYMENT ELIGIBILITY VERIFICATION .....	31
28	28.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS .....	31
29	29.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING .....	32
30	30.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	33
31	31.	CONFIDENTIALITY .....	33
32	32.	COPYRIGHT ACCESS .....	34
33	33.	WAIVER .....	34
34	34.	PETTY CASH .....	35
35	35.	PUBLICITY .....	35
36	36.	COUNTY RESPONSIBILITIES .....	36
37	37.	REPORTS .....	36
38	38.	ENERGY EFFICIENCY STANDARDS .....	36
39	39.	ENVIRONMENTAL PROTECTION STANDARDS .....	36
40	40.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS .....	37
41	41.	POLITICAL ACTIVITY .....	38
42	42.	TERMINATION PROVISIONS .....	38
43	43.	GOVERNING LAW AND VENUE .....	39
44	44.	SIGNATURE IN COUNTERPARTS .....	40
		<u>Exhibit A</u>	
1	1.	PROGRAM GOALS .....	1
2	2.	POPULATION TO BE SERVED .....	1
3	3.	DEFINITIONS .....	3
4	4.	SERVICE DELIVERY MODEL .....	12
5	5.	PROVISION OF SERVICES .....	22
6	6.	PERFORMANCE REQUIREMENTS .....	34

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

7.	REPORTING REQUIREMENTS .....	38
8.	PERFORMANCE MONITORING .....	40
9.	PENALTIES .....	43
10.	OTHER CONTRACTOR REQUIREMENTS .....	45
11.	BUDGET .....	52
12.	CONTRACTOR STAFF .....	60
13.	STAFF POSITIONS .....	63

1. TERM

The term of this Agreement shall commence on July 1, 2014 ~~2011~~, and terminate on June 30, 2015 ~~2014~~, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 20.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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

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

1 subsequent negotiations pursuant to this Paragraph shall be contingent upon  
2 CONTRACTOR providing sufficient documentation which clearly demonstrates that  
3 all additional, unanticipated costs are directly related to CONTRACTOR's  
4 compliance with subsequent changes in law, regulations or policy.

5 3. STATUS OF CONTRACTOR

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

14 CONTRACTOR, its agents, employees and volunteers shall not be entitled  
15 to any rights and/or privileges of COUNTY employees, and shall not be  
16 considered in any manner to be COUNTY employees.

17 4. DESCRIPTION OF SERVICES, STAFFING

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

28 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR

1 may require changes in staffing allocations to reflect current workload  
2 demands or service needs as long as COUNTY's maximum obligation as set forth  
3 in this Agreement is not exceeded.

4 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send  
5 appropriate staff to attend an orientation session and subsequent training  
6 sessions given by COUNTY.

7 5. LICENSES AND STANDARDS

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

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

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

1           6.     DELEGATION AND ASSIGNMENT/SUBCONTRACTS

2                 6.1    Delegation and Assignment:

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

12                 6.2    Subcontracts:

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

20            7.     FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

21                 7.1    Form of Business Organization:

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

26                    7.1.1 The form of CONTRACTOR's business organization, i.e.,  
27                    proprietorship, partnership, corporation, etc.

28                    7.1.2 A detailed statement indicating the relationship of

1 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
2 individual.

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

7 7.2 Change in Form of Business Organization:

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

15 7.3 Real Property Disclosure:

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

21 7.3.1 The location by street address and city of any such real  
22 property.

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

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



1                               7.3.3.1           The term duration of any rental, lease or  
2 license agreement;

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

6                               7.3.3.3           The type and dollar value of any other  
7 consideration to be paid to the lessor or licensor; and

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

14                              7.3.3.5           A listing by full names of all of  
15 CONTRACTOR's officers, directors and/or partners, members of its  
16 administrative and advisory boards, staff and consultants, who have any family  
17 relationship by marriage or blood with a party to any agreement concerning  
18 real property referred to in Subparagraph 7.3.3, immediately above, or who  
19 have any present or future financial interest in such person's business,  
20 whether the entity concerned is a corporation or partnership. Such listing  
21 shall also include the full names of all of CONTRACTOR's officers, directors,  
22 partners and those holding a financial interest. Included are members of its  
23 advisory boards, members of its staff and consultants, who have any family  
24 relationship by marriage or blood to an officer, director, or stockholder of  
25 the corporation or to any partner of the partnership. In preparing the latter  
26 listing, CONTRACTOR shall also indicate the names of the officers, directors,  
27 stockholders, or partner(s), as appropriate, and the family relationship which  
28 exists between such person(s) and CONTRACTOR's representatives listed.

1           7.3.4 True and correct copies of all agreements with respect to  
2 any such real property shall be appended to the affidavit described above and  
3 made a part thereof. If, during the term of this Agreement, there is a change  
4 in the agreement(s) with respect to real property where persons receive  
5 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,  
6 describing such changes.

7       8.     USE OF COUNTY PROPERTY

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

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

21       9.     NON-DISCRIMINATION

22           9.1 In the performance of this Agreement, CONTRACTOR agrees that it  
23 shall not engage nor employ any unlawful discriminatory practices in the  
24 admission of clients, provision of services or benefits, assignment of  
25 accommodations, treatment, evaluation, employment of personnel or in any other  
26 respect on the basis of sex, race, color, ethnicity, national origin,  
27 ancestry, religion, age, marital status, medical condition, sexual  
28 orientation, sexual preference, physical or mental disability or any other

1 protected group in accordance with the requirements of all applicable Federal  
2 or State laws.

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

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

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

13 9.5 Non-Discrimination in Employment

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

23 9.5.2 CONTRACTOR shall refer any and all employees desirous of  
24 filing a formal discrimination complaint to:

25 California Department of Social Services  
26 Public Inquiry and Response Bureau  
27 P.O. Box 944243, M.S. 8-3-23  
28 Sacramento, CA 94244-2430

1 Telephone: (800) 952-5253

2 (800) 952-8349 (For the hard of hearing)

3 9.6 Non-Discrimination in Service Delivery

4 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the  
5 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
6 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
7 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of  
8 the Americans with Disabilities Act of 1990; California Civil Code Section 51  
9 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,  
10 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;  
11 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,  
12 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section  
13 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption  
14 Act of 1996; and other applicable Federal and State laws, as well as their  
15 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7  
16 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal  
17 Employment Opportunity, Affirmative Action and Nondiscrimination as each may  
18 now exist or be hereafter amended. CONTRACTOR shall not implement any  
19 administrative methods or procedures which would have a discriminatory effect  
20 or which would violate the California Department of Social Services (CDSS)  
21 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there  
22 are any violations of this Paragraph, CDSS shall have the right to invoke  
23 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,  
24 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred  
25 to the appropriate Federal agency for further compliance action and  
26 enforcement of Subparagraph 9.6 et seq.

27 9.6.2 CONTRACTOR shall provide any and all clients desirous of  
28 filing a formal complaint any and all information as appropriate:

1 9.6.2.1 Pamphlet: "Your Rights Under California  
2 Welfare Programs" (PUB 13)

3 9.6.2.2 Discrimination Complaint Form

4 9.6.2.3 Civil Rights Contacts:

5 County Civil Rights Contact:

6 Orange County Social Services Agency

7 Program Integrity

8 Attn: Civil Rights Coordinator

9 P.O. Box 22001

10 Santa Ana, CA 92702-2001

11 Telephone: (714) 438-8877

12 State Civil Rights Contact:

13 California Department of Social Services

14 Civil Rights Bureau

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

16 Sacramento, CA 94244-2430

17 Federal Civil Rights Contact:

18 U.S. Department of Health and Human Services

19 Office of Civil Rights

20 50 U.N. Plaza, Room 322

21 San Francisco, CA 94102

22 10. NOTICES

23 10.1 All notices, claims, correspondence, reports, and/or statements  
24 authorized or required by this Agreement shall be addressed as follows:

25 COUNTY: County of Orange Social Services Agency

26 Contract Services

27 888 N. Main Street

28 Santa Ana, CA 92701

1 CONTRACTOR: MAXIMUS Human Services, Inc.  
2 Project Director  
3 1240 S. State College Blvd., Suite 200  
4 Anaheim, CA 92806

5 10.2 All notices shall be deemed effective when in writing and  
6 deposited in the United States mail, first class, postage prepaid and  
7 addressed as above. Any notices, claims, correspondence, reports and/or  
8 statements authorized or required by this Agreement addressed in any other  
9 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually  
10 agree in writing to change the addresses to which notices are sent.

11 11. NOTICE OF DELAYS

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

17 12. INDEMNIFICATION

18 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
19 writing by COUNTY, and hold U.S. Department of Health and Human Services, the  
20 State, COUNTY, and their elected and appointed officials, officers, employees,  
21 agents and those special districts and agencies which COUNTY's Board of  
22 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from  
23 any claims, demands or liability of any kind or nature, including but not  
24 limited to personal injury or property damage, arising from or related to the  
25 services, products or other performance provided by CONTRACTOR pursuant to  
26 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a  
27 court of competent jurisdiction because of the concurrent active negligence of  
28 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will

1 be apportioned as determined by the court. Neither party shall request a jury  
2 apportionment.

3 13. INSURANCE

4 13.1 Prior to the provision of services under this Agreement,  
5 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
6 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
7 endorsements required herein, necessary to satisfy COUNTY that the insurance  
8 provisions of this Agreement have been complied with, and to keep such  
9 insurance coverage and the certificates therefore on deposit with  
10 ADMINISTRATOR during the entire term of this Agreement.

11 13.2 CONTRACTOR shall ensure that all subcontractors performing work on  
12 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
13 to the same terms and conditions as set forth herein for CONTRACTOR.

14 13.3 All self-insured retentions (SIRs) and deductibles shall be  
15 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
16 apply, indicate this on the Certificate of Insurance with a "0" by the  
17 appropriate line of coverage. Any self-insured retention (SIR) or deductible  
18 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall  
19 specifically be approved by the County Executive Office (CEO)/Office of Risk  
20 Management.

21 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
22 the full term of this Agreement, COUNTY may terminate this Agreement.

23 13.5 Qualified Insurer:

24 13.5.1 Minimum insurance company ratings as determined by the  
25 most current edition of the Best's Key Rating Guide/Property-Casualty/United  
26 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size  
27 Category).

28 13.5.2 The policy or policies of insurance required herein must

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

8 13.6 The policy or policies of insurance maintained by CONTRACTOR shall  
9 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
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

22 13.7 Required Coverage Forms:

23 13.7.1 Commercial General Liability coverage shall be written on  
24 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing  
25 liability coverage at least as broad.

26 13.7.2 Business Auto Liability coverage shall be written on ISO  
27 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing  
28 coverage at least as broad.



1           13.8 Required Endorsements:

2           13.8.1 Commercial General Liability policy shall contain the  
3 following endorsements, which shall accompany the Certificate of Insurance:

4                   13.8.1.1       An Additional Insured endorsement using  
5 ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of  
6 Orange, its elected and appointed officials, officers, employees, agents as  
7 Additional Insureds.

8                   13.8.1.2       A primary non-contributing endorsement  
9 evidencing that CONTRACTOR's insurance is primary and any insurance or self-  
10 insurance maintained by the County of Orange shall be excess and non-  
11 contributing.

12           13.9 All insurance policies required by this Agreement shall waive all  
13 rights of subrogation against the County of Orange and members of the Board of  
14 Supervisors, its elected and appointed officials, officers, agents and  
15 employees when acting within the scope of their appointment or employment.

16           13.10 The Workers' Compensation policy shall contain a waiver of  
17 subrogation endorsement waiving all rights of subrogation against the County  
18 of Orange, and members of the Board of Supervisors, its elected and appointed  
19 officials, officers, agents and employees.

20           13.11 All insurance policies required by this Agreement shall give the  
21 County of Orange thirty (30) days' notice in the event of cancellation and ten  
22 (10) days for non-payment of premium. This shall be evidenced by policy  
23 provisions or an endorsement separate from the Certificate of Insurance.

24           13.12 If CONTRACTOR's Professional Liability policy is a "claims made"  
25 policy, CONTRACTOR shall agree to maintain professional liability coverage for  
26 two (2) years following completion of this Agreement.

27           13.13 The Commercial General Liability policy shall contain a  
28 severability of interests clause also known as a "separation of insureds"

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

2 13.14 Insurance certificates should be mailed to COUNTY at the address  
3 indicated in Paragraph 10 of this Agreement.

4 13.15 If CONTRACTOR fails to provide the insurance certificates and  
5 endorsements within seven (7) days of notification by CEO/County Procurement  
6 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

7 13.16 COUNTY expressly retains the right to require CONTRACTOR to  
8 increase or decrease insurance of any of the above insurance types throughout  
9 the term of this Agreement. Any increase or decrease in insurance will be as  
10 deemed by County of Orange Risk Manager as appropriate to adequately protect  
11 COUNTY.

12 13.17 COUNTY shall notify CONTRACTOR in writing of changes in the  
13 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
14 certificates of insurance and endorsements with COUNTY incorporating such  
15 changes within thirty (30) days of receipt of such notice, this Agreement may  
16 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
17 entitled to all legal remedies.

18 13.18 The procuring of such required policy or policies of insurance  
19 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
20 fulfill the indemnification provisions and requirements of this Agreement, nor  
21 act in any way to reduce the policy coverage and limits available from the  
22 insurer.

23 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

24 CONTRACTOR shall report to COUNTY:

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

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

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

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

12 15. CONFLICT OF INTEREST

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

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

23 16. ANTI-PROSELYTISM PROVISION

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

28 17. SUPPLANTING GOVERNMENT FUNDS

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

10       18.   EQUIPMENT

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

20                   CONTRACTOR further agrees to the following:

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

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

28           18.1.3 To report in writing to ADMINISTRATOR immediately after

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

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

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

17 18.3 Personal Computer Equipment:

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

21 18.4 Use of COUNTY Personal Computer Equipment

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

1 terms and conditions of said agreement upon ADMINISTRATOR's presentation of  
2 said document to CONTRACTOR. Upon execution, the terms of the computer usage  
3 agreement shall be incorporated into this Agreement. CONTRACTOR shall be  
4 required to complete information security and computer usage training provided  
5 by ADMINISTRATOR. Failure to execute the agreement and/or complete training  
6 shall result in a breach of this Agreement.

7 19. BREACH SANCTIONS

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

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

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

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

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

22 20. PAYMENTS

23 20.1 Maximum Contractual Obligation:

24 The maximum obligation of COUNTY under this Agreement shall not  
25 exceed ~~\$4,850,333~~ \$6,312,661.00, or actual allowable costs, whichever is less.

26 20.2 Allowable Costs:

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

1 pursuant to this Agreement, as defined in Title 48 CFR Section 31.2 or as  
2 approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay  
3 CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR  
4 for June 2015, during the month of such anticipated expenditure.

5 20.3 Contractor's Fees:

6 CONTRACTOR shall be paid ~~\$26,443~~ 34,414.81 monthly in arrears, for  
7 each month or any portion thereof that this Agreement is in effect for a total  
8 aggregate of ~~\$317,316~~ \$412,977.82. CONTRACTOR's Fees are part of and not in  
9 addition to the maximum obligation of COUNTY as stated in Subparagraph 20.1  
10 above. ~~CONTRACTOR shall be paid a maximum fee of \$317,316 for each fiscal~~  
11 ~~year this Agreement is in effect at the rate of \$26,443 per month for the~~  
12 ~~periods of July 1, 2014 through June 30, 2015; monthly in arrears, for each~~  
13 ~~month or any portion thereof that this Agreement is in effect.~~

14 20.4 Claims:

15 20.4.1 CONTRACTOR shall submit monthly claims to be received by  
16 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
17 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
18 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
19 claim the next business day. COUNTY holidays include New Year's Day, Martin  
20 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
21 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
22 Friday after Thanksgiving, and Christmas Day.

23 20.4.2 All claims must be submitted on a form approved by  
24 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
25 source documents with the monthly claim, including, inter alia, a monthly  
26 statement of services, general ledgers, supporting journals, time sheets,  
27 invoices, canceled checks, receipts, and receiving records, some of which may  
28 be required to be copied. Source documents that CONTRACTOR must submit shall

1 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
2 shall retain all financial records in accordance with Paragraph 25 (Records,  
3 Inspections, and Audits) of this Agreement.

4 20.4.3 ~~CONTRACTOR acknowledges that the amount of reimbursement~~  
5 ~~on a claim received by ADMINISTRATOR after the twentieth (20th) calendar day~~  
6 ~~of the month shall be reduced, in accordance with the following table:~~

7 ~~1 to 30 calendar days late — 10% reduction of claim amount to be paid~~

8 ~~31 to 60 calendar days late — 20% reduction of claim amount to be paid~~

9 ~~61 to 90 calendar days late — 30% reduction of claim amount to be paid~~

10 ~~Over 90 calendar days late — 40% reduction of claim amount to be paid~~

11 20.4.4 ~~CONTRACTOR and ADMINISTRATOR agree that all reductions of~~  
12 ~~a late claim included in the table above shall be based upon the amount of the~~  
13 ~~CONTRACTOR's correctly submitted claim amount to be paid.~~

14 20.4.5 Payments should be released by COUNTY within a reasonable  
15 time period of approximately thirty (30) days after receipt of a correctly  
16 completed claim form and required supporting documentation.

17 20.4.6 Year End and Final Claims:

18 20.4.6.1 CONTRACTOR shall submit a final claim by  
19 no later than May 31, 2016. Claims received after May 31<sup>st</sup> may, at  
20 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify  
21 the date upon which the final claim must be received, upon written notice to  
22 CONTRACTOR.

23 20.4.6.2 The basis for final settlement shall be  
24 the actual allowable costs as defined in Title 48 CFR Section 31.2, incurred  
25 and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the  
26 maximum obligation of COUNTY. In the event that any overpayment has been  
27 made, COUNTY may offset the amount of the overpayment against the final  
28 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall



1 pay COUNTY all such sums within ~~five (5)~~ fifteen (15) business days of notice  
2 from COUNTY. Nothing herein shall be construed as limiting the remedies of  
3 COUNTY in the event an overpayment has been made.

4 20.4.7 Seventy-Five Percent Expenditure Notification:

5 20.4.7.1 CONTRACTOR shall maintain a system of  
6 record keeping that will allow CONTRACTOR to determine when it has incurred  
7 seventy-five percent (75%) of the total contract authorizations under this  
8 Agreement. Upon occurrence of this event, CONTRACTOR shall send written  
9 notification to ADMINISTRATOR.

10 21. OVERPAYMENTS

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

24 22. OUTSTANDING DEBT

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

28 23. FINAL REPORT

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

6 24. INDEPENDENT AUDIT

7 24.1 CONTRACTOR shall employ a licensed certified public accountant who  
8 shall prepare and file with ADMINISTRATOR, a compliance audit in accordance  
9 with the CDSS MPP Section 23-640.2. The audit must be performed in accordance  
10 with generally accepted government auditing standards. CONTRACTOR shall  
11 cooperate with COUNTY, State and/or Federal agencies to ensure that corrective  
12 action is taken within six (6) months after issuance of all audit reports with  
13 regard to audit exceptions.

14 24.2 It is mutually understood that CONTRACTOR's organization-wide  
15 audit covers fiscal years beginning October 1 and ending September 30.  
16 CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit within  
17 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to  
18 comply with this paragraph shall be sufficient cause for ADMINISTRATOR to deny  
19 payment under this or any subsequent Agreement with CONTRACTOR until such time  
20 as the required audit is provided to ADMINISTRATOR. ADMINISTRATOR may modify  
21 CONTRACTOR's audit submission deadline, but not before the organizational-wide  
22 audit is filed annually with the Securities and Exchanges Commission, upon  
23 notice to CONTRACTOR.

24 25. RECORDS, INSPECTIONS AND AUDITS

25 25.1 Financial Records:

26 25.1.1 CONTRACTOR shall prepare and maintain accurate and  
27 complete financial records. Financial records shall be retained, by  
28 CONTRACTOR, for a minimum of five (5) years from the date of final payment

1 under this Agreement or until all pending COUNTY, State and Federal audits are  
2 completed, whichever is later.

3 25.1.2 CONTRACTOR shall establish and maintain reasonable  
4 accounting, internal control and financial reporting standards in conformity  
5 with generally accepted accounting principles established by the American  
6 Institute of Certified Public Accountants and to the satisfaction of  
7 ADMINISTRATOR.

8 25.2 Client Records:

9 25.2.1 CONTRACTOR shall prepare and maintain accurate and  
10 complete records of clients served and dates and type of services provided  
11 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

12 25.2.2 All client records related to services provided under the  
13 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
14 (5) years from the date of final payment under this Agreement or until all  
15 pending COUNTY, State and Federal audits are completed, whichever is later.  
16 Notwithstanding anything to the contrary, upon termination of this Agreement,  
17 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
18 in accordance with Subparagraph 42.2.

19 25.2.3 COUNTY may refuse payment for a claim if client records  
20 are determined by COUNTY to be incomplete or inaccurate. In the event client  
21 records are determined to be incomplete or inaccurate after payment has been  
22 made, COUNTY may treat such payment as an overpayment within the provisions of  
23 this Agreement.

24 25.3 Public Records:

25 With the exception of client records or other records referenced  
26 in Paragraph 31, entitled Confidentiality, all records, including but not  
27 limited to, reports, audits, notices, claims, statements and correspondence,  
28 required by this Agreement may be subject to public disclosure. COUNTY will

1 not be liable for any such disclosure.

2 25.4 Inspections and Audits:

3 25.4.1 The U.S. Department of Health and Human Services,  
4 Comptroller General of the United States, Director of CDSS, State Auditor-  
5 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
6 Department, or any of their authorized representatives, shall have access to  
7 any books, documents, papers and records, including medical records, of  
8 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
9 for the purpose of financial monitoring. Further, all the above mentioned  
10 persons have the right at all reasonable times to inspect or otherwise  
11 evaluate the work performed or being performed under this Agreement and the  
12 premises in which it is being performed.

13 25.4.2 CONTRACTOR shall make available its books and financial  
14 records within the borders of Orange County within ten (10) days after receipt  
15 of written demand by ADMINISTRATOR.

16 25.4.3 In the event CONTRACTOR does not make available its books  
17 and financial records within the borders of Orange County, CONTRACTOR agrees  
18 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
19 designee, necessary to obtain CONTRACTOR's books and financial records.

20 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
21 liability to the State or Federal government or any agency thereof resulting  
22 from any disallowances or other audit exceptions to the extent that such  
23 liability is attributable to CONTRACTOR's failure to perform under this  
24 Agreement.

25 25.5 Evaluation Studies:

26 25.5.1 CONTRACTOR shall participate as requested by COUNTY in  
27 research and/or evaluative studies designed to show the effectiveness and/or  
28 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's

1 project.

2 26. PERSONNEL DISCLOSURE

3 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
4 all personnel providing services hereunder, including résumés and job  
5 applications. Changes to the list will be immediately provided to  
6 ADMINISTRATOR in writing, along with a copy of a résumé and/or job  
7 application. The list shall include:

8 26.1.1 Names of all full or part-time personnel by title,  
9 including volunteer personnel, whose direct services are required to provide  
10 the programs described herein;

11 26.1.2 A brief description of the functions of each position and  
12 the hours each person works each week; or for part-time personnel, each day or  
13 month, as appropriate;

14 26.1.3 The professional degree, if applicable, and experience  
15 required for each position; and

16 26.1.4 The language skill, if applicable, for all personnel.

17 26.2 CONTRACTOR's employment applications shall require applicants to  
18 provide detailed information regarding the conviction of a crime by any court,  
19 for offenses other than minor traffic offenses. Information not disclosed in  
20 the employment application discovered subsequent to the hiring or promotion of  
21 any applicant shall be cause for termination of that employee from the  
22 performance of services under this Agreement.

23 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
24 COUNTY, criminal record background checks on all employees and/or volunteers  
25 who will provide services under this Agreement. Candidates will satisfy  
26 background checks consistent with and comparable to those required for COUNTY  
27 employees.

28 26.4 CONTRACTOR warrants that all persons employed or otherwise

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

11 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
12 arrest and/or subsequent conviction, for offenses other than minor traffic  
13 offenses, of any paid employee and/or volunteer staff performing services  
14 under this Agreement, when such information becomes known to CONTRACTOR.  
15 ADMINISTRATOR may determine whether such employee and/or volunteer may  
16 continue to provide services under this Agreement and shall provide notice of  
17 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply  
18 with ADMINISTRATOR's decision shall be deemed a material breach of this  
19 Agreement, pursuant to Paragraph 19 above.

20 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
21 staff performing work hereunder and any proposed changes in CONTRACTOR's  
22 staff.

23 26.7 COUNTY shall have the right to require CONTRACTOR to remove any  
24 employee from the performance of services under this Agreement. At the  
25 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

26 26.8 CONTRACTOR shall notify COUNTY immediately when staff is  
27 terminated for cause from working on this Agreement.

28 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to

1 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
2 work in accordance with the terms and conditions of this Agreement.

3 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

21 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

1 and residence address of each individual who owns an interest of  
2 ten percent (10%) or more in the contracting entity;

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

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

9 28.1 The failure of CONTRACTOR to timely submit the data or  
10 certifications required by subsections (a), (b), (c), or (d), or to comply  
11 with all Federal and State employee reporting requirements for child support  
12 enforcement or to comply with all lawfully served Wage and Earnings Assignment  
13 Orders and Notices of Assignment shall constitute a material breach of this  
14 Agreement, and failure to cure such breach within sixty (60) calendar days of  
15 notice from COUNTY shall constitute grounds for termination of this Agreement.

16 28.2 It is expressly understood that this data will be transmitted to  
17 governmental agencies charged with the establishment and enforcement of child  
18 support orders, and for no other purpose.

19 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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



1 set forth in Section 15630 of the WIC and will comply with the provisions of  
2 these code sections as they now exist or as they may hereafter be amended.

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

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

9 31. CONFIDENTIALITY

10 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
11 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
12 and all other provisions of law, and regulations promulgated thereunder  
13 relating to privacy and confidentiality, as each may now exist or be hereafter  
14 amended.

15 31.2 All records and information concerning any and all persons  
16 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
17 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
18 volunteers. CONTRACTOR shall require all of its employees, agents,  
19 subcontractors and volunteer staff who may provide services for CONTRACTOR  
20 under this Agreement to sign an agreement with CONTRACTOR before commencing  
21 the provision of any such services, to maintain the confidentiality of any and  
22 all materials and information with which they may come into contact, or the  
23 identities or any identifying characteristics or information with respect to  
24 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
25 required to provide services under this Agreement or to those specified in  
26 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
27 latter, only during such audit. CONTRACTOR shall comply with any audits  
28 specified in Paragraph 25, provide reports and any other information required

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

3 31.3 CONTRACTOR shall inform all of its employees, agents,  
4 subcontractors, volunteers and partners of this provision and that any person  
5 knowingly and intentionally violating the provisions of said State law may be  
6 guilty of a crime.

7 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
8 be subject to the confidentiality requirements of this Agreement.

9 31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
10 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
11 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
12 regarding Confidentiality, as it now exists or may hereafter be amended.

13 31.5.1 No access, disclosure or release of information regarding  
14 a child who is the subject of Juvenile Court proceedings shall be permitted  
15 except as authorized. If authorization is in doubt, no such information shall  
16 be released without the written approval of a Judge of the Juvenile Court.

17 31.5.2 CONTRACTOR must receive prior written approval of the  
18 Juvenile Court before allowing any child to be interviewed, photographed or  
19 recorded by any publication or organization or to appear on any radio,  
20 television or internet broadcast or make any other public appearance. Such  
21 approval shall be requested through child's Social Worker.

22 32. COPYRIGHT ACCESS

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

27 33. WAIVER

28 No delay or omission by either party hereto to exercise any right or

1 power accruing upon any noncompliance or default by the other party with  
2 respect to any of the terms of this Agreement shall impair any such right or  
3 power or be construed to be a waiver thereof. A waiver by either of the  
4 parties hereto of any of the covenants, conditions, or agreements to be  
5 performed by the other shall not be construed to be a waiver of any succeeding  
6 breach thereof or of any other covenant, condition or agreement herein  
7 contained.

8 34. PETTY CASH

9 CONTRACTOR is authorized to establish a petty cash fund in an amount not  
10 to exceed two hundred and fifty dollars (\$250).

11 35. PUBLICITY

12 35.1 Information and solicitations, prepared and released by  
13 CONTRACTOR, concerning the services provided under this Agreement shall state  
14 that the program, wholly or in part, is funded through COUNTY, State, and  
15 Federal government funds.

16 35.2 CONTRACTOR shall not disclose any details in connection with this  
17 Agreement to any person or entity except as may be otherwise provided  
18 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
19 identify its services and related clients to sustain itself, COUNTY shall not  
20 inhibit CONTRACTOR from publishing its role under this Agreement within the  
21 following conditions:

22 35.2.1 CONTRACTOR shall develop all publicity material in a  
23 professional manner; and

24 35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
25 and shall not authorize another to, publish or disseminate any commercial  
26 advertisements, press releases, feature articles, or other materials using the  
27 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
28 unreasonably withhold written consent.

1 36. COUNTY RESPONSIBILITIES

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

4 37. REPORTS

5 37.1 CONTRACTOR shall provide information deemed necessary by  
6 ADMINISTRATOR to complete any State-required reports related to the services  
7 provided under this Agreement.

8 37.2 CONTRACTOR shall maintain records and submit reports containing  
9 such data and information regarding the performance of CONTRACTOR's services,  
10 costs or other data relating to this Agreement, as may be requested by  
11 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
12 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

13 38. ENERGY EFFICIENCY STANDARDS

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

17 39. ENVIRONMENTAL PROTECTION STANDARDS

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

24 39.1 No facility to be utilized in the performance of the proposed  
25 grant has been listed on the EPA List of Violating Facilities;

26 39.2 It will notify COUNTY prior to award of the receipt of any  
27 communication from the Director, Office of Federal Activities, U.S. EPA,  
28 indicating that a facility to be utilized for the grant is under consideration

1 to be listed on the EPA List of Violating Facilities; and

2 39.3 It will notify COUNTY and EPA about any known violation of the  
3 above laws and regulations.

4 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
5 FEDERAL TRANSACTIONS

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

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

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

20 1) No Federal appropriated funds have been paid or will  
21 be paid to any person for influencing or attempting to influence an officer or  
22 employee of any agency, a Member of Congress, an officer or employee of  
23 Congress, or an employee of a Member of Congress on his or her behalf in  
24 connection with the awarding of any Federal contract, the making of any  
25 Federal grant, the making of any Federal loan, the entering into of any  
26 cooperative agreement, and the extension, continuation, renewal, amendment or  
27 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

13                   C. Submission of this certification and disclosure is a  
14 prerequisite for making or entering into this Agreement imposed by Section  
15 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
16 this provision or who fails to file or amend the disclosure form to be filed  
17 or amended by this provision, shall be subject to a civil penalty of not less  
18 than \$10,000, and not more than \$100,000, for each such failure.

19                   41. POLITICAL ACTIVITY

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

23                   42. TERMINATION PROVISIONS

24                   42.1 ADMINISTRATOR may terminate this Agreement without penalty  
25 immediately with cause or after thirty (30) days written notice without cause,  
26 unless otherwise specified. Notice shall be deemed served on the date of  
27 mailing. Cause shall be defined as any breach of contract, any  
28 misrepresentation or fraud on the part of CONTRACTOR. Exercise by

1 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
2 all further obligations under this Agreement.

3 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
4 cooperate with ADMINISTRATOR in the orderly transfer of service  
5 responsibilities, active case records, and pertinent documents.

6 42.3 The obligations of COUNTY under this Agreement are contingent upon  
7 the availability of Federal and/or State funds, as applicable, for the  
8 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
9 for the services hereunder in the budget approved by the Orange County Board  
10 of Supervisors each fiscal year this Agreement remains in effect or operation.  
11 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
12 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
13 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
14 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
15 notification of such determination. CONTRACTOR shall immediately comply with  
16 ADMINISTRATOR's decision.

17 42.4 If any provision of this Agreement or the application thereof is  
18 held invalid, the remainder of this Agreement shall not be affected thereby.

19 43. GOVERNING LAW AND VENUE

20 This Agreement has been negotiated in the State of California and shall  
21 be governed by and construed under the laws of the State of California. In  
22 the event of any legal action to enforce or interpret this Agreement, the sole  
23 and exclusive venue shall be a court of competent jurisdiction located in  
24 Orange County, California, and the parties hereto agree to and do hereby  
25 submit to the jurisdiction of such court, notwithstanding Code of Civil  
26 Procedure Section 394. Furthermore, the parties specifically agree to waive  
27 any and all rights to request that an action be transferred for trial to  
28 another county.





1 WHEREFORE, the parties hereto have executed this Agreement.

2  
3 By: \_\_\_\_\_  
4 ADAM C. POLATNICK ~~FRANK J. MIRKOW~~  
5 VICE PRESIDENT ~~DIRECTOR OF CONTRACTS~~  
6 AND ASSISTANT GENERAL COUNSEL  
7 MAXIMUS HUMAN SERVICES, INC.

By: \_\_\_\_\_  
COUNTY OF ORANGE  
CHAIR OF THE BOARD  
OF SUPERVISORS

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

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

9  
10  
11  
12  
13 SIGNED AND CERTIFIED THAT A COPY OF THIS  
14 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR  
15 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
16 ATTEST:

17 \_\_\_\_\_  
18 SUSAN NOVAK  
19 Clerk of the Board of Supervisors  
20 Orange County, California

21  
22 APPROVED AS TO FORM  
23 COUNTY COUNSEL  
24 COUNTY OF ORANGE, CALIFORNIA

25 By: \_\_\_\_\_  
26 DEPUTY

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

1 EXHIBIT A  
2 TO  
3 AGREEMENT  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 MAXIMUS HUMAN SERVICES, INC.  
8 A SUBSIDIARY OF MAXIMUS, INC.  
9 FOR THE PROVISION OF CASE MANAGEMENT SERVICES  
10

11 1. PROGRAM GOALS

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

18 2. POPULATION TO BE SERVED

19 CONTRACTOR shall:

20 2.1 Provide services to CalWORKs/Welfare-to-Work (WTW) participants  
21 referred by ADMINISTRATOR to CONTRACTOR for Case Management Services, in  
22 accordance with CalWORKs/WTW program requirements and COUNTY Policy.  
23 Referred individuals include Participants receiving CalWORKs aid payments, or  
24 non-aided adults with an aided CalWORKs child.

25 2.1.1 Referred individuals will not include CalWORKs timed-out  
26 adults, minor-parents who are not head of household, undocumented non-citizen  
27 adults, Supplemental Security Income (SSI) recipients, and other adults as  
28 defined by ADMINISTRATOR.

1 2.2 Work with and motivate difficult to place participants who have  
2 multiple barriers, which may include a resistance to program participation.

3 2.3 Provide services to those of diverse ethnic backgrounds, in a  
4 culturally responsive manner, and in a manner responsive to those to meet  
5 ethnic diversity in a manner sensitive to individuals with literacy, language,  
6 and/or sociocultural issues that demonstrate language or cultural may present  
7 barriers to employment, including a resistance to pursuing employment in  
8 occupations that may be perceived as nontraditional.

9 2.4 Engage CalWORKs families, including Child-Only Families with  
10 adults who are not currently meeting WTW participation requirements, including  
11 child-only families, in WTW Activities consistent with prevailing State  
12 statutes and program regulations.

13 2.5 Provide services in the North and West Regions of Orange County as  
14 described below:

15 2.5.1 North Orange County Service Area (CalWORKs/WTW North  
16 Region): The geographical service area, which may be subject to change, ~~in~~  
17 ~~which the~~ comprised of the following cities or unincorporated areas: ~~are~~  
18 located

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

25 2.5.2 West Orange County Service Area (CalWORKs/WTW West  
26 Region): The geographical service area, which may be subject to change, ~~in~~  
27 ~~which~~ comprised of the following cities or unincorporated areas: ~~are located~~  
28

Cypress	Los Alamitos	Stanton
Fountain Valley	Midway City	Sunset Beach
Garden Grove	Rossmoor	Surfside
Huntington Beach	Seal Beach	Westminster

3. DEFINITIONS

~~3.1 Active Participant: An individual in CONTRACTOR's caseload receiving CalWORKs aid payments, or a non-aided adult in CONTRACTOR's caseload with an aided CalWORKs child. For the purposes of this Agreement, active participants exclude CalWORKs timed-out adults, minor parents who are not head of household, undocumented non-citizen adults, Supplemental Security Income (SSI) recipients, and/or other adults as defined by ADMINISTRATOR.~~

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

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

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

3.5 Barriers to Employment: Circumstances that interfere with WTW participation, employment, or job services.

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

3.7 Business Days: Monday through Friday from 7:00 a.m. to 5:00 p.m. except COUNTY holidays as established by the Orange County Board of Supervisors.

1           3.8 CalWIN: ADMINISTRATOR's electronic data system that records  
2 participant activities and progress, payments for Supportive Services, and  
3 CalWORKs eligibility determination.

4           3.9 CalWORKs: California Work Opportunity and Responsibility to Kids  
5 Act of 1997 as described in WIC Section 11200 et seq.

6           3.10 CalWORKs (Federal) Activities: WTW activities outside of the  
7 CalWORKs (State) WTW 24-Month Time Clock that meet Federal work requirements  
8 and must conform to federal core and non-core hourly requirements as described  
9 in WIC Sections 11322.8(b) and 11322.85(a)(3).

10          3.11 CalWORKs (State) Activities: The full range of CalWORKs WTW  
11 activities during the CalWORKs (State) WTW 24-Month Time Clock with no core  
12 hourly requirement.

13          3.12 CalWORKs (State) WTW 24-Month Time Clock: A period of WTW  
14 eligibility time clock applicable to all individuals who are required to  
15 participate in the CalWORKs/WTW program pursuant to State regulations. Months  
16 that count are cumulative during an individual's lifetime on CalWORKs  
17 assistance.

18          3.13 CalWORKs/WTW Case Manager (CM): An employee of ADMINISTRATOR or  
19 CONTRACTOR who provides case management services to program participants.

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

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

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

26          3.17 Child-Only Family: A CalWORKs AU in which the all parents or  
27 caretaker relatives are non-aided and excluded or ineligible to CalWORKs.  
28 from, or ineligible to, cash assistance Child-Only families contain no aided

1 adults

2 3.18 Compliance Plan: A written plan developed by the CM during the  
3 Cause Determination, ~~interview~~ to correct participant noncompliance with  
4 CalWORKs/WTW program requirements.

5 ~~3.19~~ Core WTW Activities: Employment based activities described in WIC  
6 sections 11322.8(b) and 11322.85(a) (3). The following are the minimum number  
7 of hours a participant, depending on family composition, must spend each week  
8 participating in Core WTW Activities. Of the required weekly participation  
9 hours: ~~Of the thirty two (32) or thirty five (35) weekly participation hours.~~  
10 ~~at least twenty (20) hours must be in core WTW activities which are employment~~  
11 ~~based, as established by California Statutes twenty (20), thirty (30), or~~  
12 ~~thirty-five (35) for CalWORKs (Federal) activities outside of the CalWORKs~~  
13 ~~(State) WTW 24 Month Time Clock the following hours must be in core WTW~~  
14 ~~activities which are employment based, as described in WIC Sections~~  
15 ~~11322.8(b) and 11322.85(a)(3):~~

16 3.19.1 At least twenty (20) hours for single parents with a child  
17 under six (6) years old;

18 3.19.2 Thirty (30) hours for single parents with no child under  
19 six (6) years old; or

20 3.19.3 Thirty (30) hours for a Two-Parent AU.

21 3.20 COUNTY Policy: Orange County CalWORKs/WTW Policies and Procedures  
22 100 Series through 600 Series, and any other direction or instructions  
23 provided in writing by ADMINISTRATOR, including, but not limited to, Program  
24 Summaries and emails. ~~policy developed by ADMINISTRATOR and provided in~~  
25 ~~writing to all CalWORKs/WTW to provide instruction and guidance all~~  
26 ~~CalWORKs/WTW staff on required processes and actions~~

27 3.21 Domestic Abuse Services Unit (DASU): ~~Employees of ADMINISTRATOR~~  
28 ~~consisting of Designated COUNTY staff Case Managers, Ongoing Services Workers~~

1 and/or Senior Social Workers, who provide domestic abuse services to CalWORKs  
2 clients.

3 3.22 Earned Income Tax Credit: A tax credit for employed individuals  
4 who have earned income under specified limits as outlined in the Department of  
5 the Treasury, Internal Revenue Service, Publication 596.

6 3.23 Employment Support Services: Services provided to pParticipants to  
7 increase the likelihood of securing employment, retaining employment, and  
8 increasing income, thereby reducing assistance payments and recidivism, while  
9 promoting family stability and economic self-sufficiency.

10 3.24 Engagement: The process of ensuring a pParticipant has a signed  
11 WTW Plan and is assigned to appropriate WTW aActivities.

12 3.25 Exemption: ~~Condition(s) or circumstance(s) that precludes a~~  
13 ~~CalWORKs recipient from participation in the WTW program.~~ When a CalWORKs  
14 recipient is not required to participate in the WTW program due to certain  
15 conditions(s) or circumstance(s).

16 3.26 Family Stabilization: Services designed to ensure a basic level of  
17 stability within a family prior to, or concurrently with, participation in WTW  
18 Activities, with the goal of increasing client success in light of the  
19 CalWORKs (State) WTW 24-Month Time Clock.

20 3.27 Full-Time Employed: A pParticipant in All Other Families who works  
21 or is self-employed at least twenty (20) hours averaged weekly for single  
22 parents with a child under six (6) years old, thirty (30) hours averaged  
23 weekly for single parents with no child under six (6) years old, or a  
24 pParticipant in Two-Parent Families who works or is self-employed at least  
25 thirty-five (35) hours averaged weekly.

26 3.28 Imaged Case Record: An electronic copy of the scanned case record.

27 ~~3.29 Initial Services Worker (ISW): An employee of ADMINISTRATOR~~  
28 ~~responsible for determination of initial eligibility to CalWORKs cash~~

1 assistance, and initial provision of Case Management services to individuals  
2 participating in the WTW program, including Supportive Services needed to  
3 participate in WTW activities.

4 3.30 Job Placement: Employment of a pParticipant who is earning at  
5 least minimum wage, as referenced in COUNTY Ppolicy.

6 3.31 Manual of Policies and Procedures (MPP): The California Department  
7 of Social Services (CDSS) Manual of Policies and Procedures that outlines  
8 requirements for the administration of CalWORKs/WTW and other assistance-  
9 related programs.

10 ~~3.32 MRM192R Employment Services Caseload Report: Computer generated  
11 report that lists cases currently assigned to CONTRACTOR.~~

12 3.33 Multi-Disciplinary Team (MDT): A team of individuals with diverse  
13 expertise that meets to review case and family elements to optimize the WTW  
14 aActivities. MDT members may consist of the following: CM; Facilitator; BHS  
15 staff; Public Health Nurse; educational providers; ~~WTW activity providers who  
16 could benefit from, or contribute to, the discussion; Ongoing Services Worker  
17 (OSW)~~ designated COUNTY staff; DASU staff; ~~the~~ ADMINISTRATOR's Children and  
18 Family Services Division (CFS) Senior Social Worker; and all other relevant  
19 individuals per COUNTY Policy and/or as approved by ADMINISTRATOR.

20 3.34 Mutual Client: A client who has both an open or pending CalWORKs  
21 case and an open or pending CFS case.

22 3.35 Narrative: A record of contacts with the pParticipant and others.  
23 The record may include, among other information, component activities; pending  
24 and/or authorized Supportive Services; language needs; and cause  
25 determinations.

26 3.36 Noncompliance: A failure or refusal by the Participant participant  
27 ~~fails or refuses~~ to comply with WTW program requirements, or to meet  
28 ~~satisfactory progress requirements, or fails to meet satisfactory progress~~



1 requirements without good cause.

2 3.37 Non-core WTW Activities: Non-core WTW activities are education  
3 and self-improvement based, as described in WIC Sections 11322.8(b) and  
4 11322.85(a) (3). The Participant may supplement Core WTW Activities with Non-  
5 core WTW Activities for the additional number of hours needed to meet  
6 participation requirements specified in Subparagraph 6.2.3 of this Exhibit A.  
7 ~~Participation hours for CalWORKs (Federal) activities outside of the CalWORKs~~  
8 ~~(State) WTW 24-Month Time Clock that remain after the initial twenty (20) or~~  
9 ~~thirty (30) weekly hours of core activities described in Subparagraph 3.19 of~~  
10 ~~Exhibit A above. Non-core WTW activities which are education and self-~~  
11 ~~improvement based, as described in WIC Sections 11322.8(b) and 11322.85(a)(3)~~

12 3.38 Notice of Action: A written notice sent to CalWORKs recipients  
13 when there is an approval, change, discontinuance, or denial of request for  
14 services or benefits.

15 3.39 One-Stop Career Centers: Employment-based facilities which  
16 ~~integrate integrating COUNTY and contracted~~ community based service providers,  
17 into single workforce centers, in which COUNTY participates, which provide  
18 comprehensive career services and labor market information to participants  
19 seeking jobs under various Federal and State funded programs. The centers are  
20 established statewide under S.B. 1417 (Chapter 819, Statutes of 1994), to  
21 implement a collaborative system of employment, training and education  
22 programs and services, in support of California's economic development.

23 3.40 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 3.41 Orientation: Presentation informing applicants ~~are informed~~ about  
27 the CalWORKs and WTW Programs, benefits and responsibilities, Supportive  
28 Services and transitional benefits.

1           ~~3.42 Ongoing Services Worker (OSW): An employee of ADMINISTRATOR who is~~  
2 ~~responsible for continuing CalWORKs eligibility, imposing and rescinding WTW~~  
3 ~~sanctions, and for administering Supportive Service payments. Works with the~~  
4 ~~CM to provide individuals with motivation, encouragement, and services to~~  
5 ~~facilitate WTW participation.~~

6           3.43 Participant: An individual who is required to participate, or has  
7 voluntarily enrolled, in the CalWORKs/WTW program pursuant to State  
8 regulations.

9           3.44 Participation Rates: Percentage of CONTRACTOR's caseload that  
10 meets the minimum participation requirements as established by the Orange  
11 COUNTY CalWORKs Plan, ~~incorporated herein by reference.~~ Until validated  
12 report data is available from ADMINISTRATOR's computer information system, a  
13 statistically representative random sample of CONTRACTOR's caseload will be  
14 used to complete manual case reviews to determine CONTRACTOR's participation  
15 rate. It is mutually understood that the State requires COUNTY to conduct a  
16 review of cases to determine COUNTY's participation rate, and that the State  
17 determines which cases will be included in this review. Any cases assigned to  
18 CONTRACTOR that are included in the review directed by the State will be  
19 included as a subset of the sample of CONTRACTOR's cases.

20           ~~3.45 Participation Requirements: Requirements as established by~~  
21 ~~California Statutes for the administration of the CalWORKs/WTW program.~~

22           ~~3.46 Reappraisal: If the WTW Plan is completed without the participant~~  
23 ~~obtaining unsubsidized employment, CONTRACTOR shall conduct a Reappraisal. A~~  
24 ~~new WTW Plan will be developed.~~

25           3.47 Recipient: An individual person who is receiving CalWORKs cash aid  
26 payments.

27           3.48 Refugees: Persons as defined in 8 USC 1101 (a)(42)(a). ~~in the~~  
28 ~~Immigration and Naturalization Act, as amended, and the Refugee Education~~

1 ~~Assistance Act of 1980 (Public Law 96-422), Section 101 (1) (a) (42); 8 USC~~  
2 ~~1101 (a) (42) (a).~~ A refugee is a "person who is outside any country of such  
3 person's nationality or, in the case of a person having no nationality, is  
4 outside any country in which such persons habitually resided, and who is  
5 unable or unwilling to return to, and is unable or unwilling to avail himself  
6 or herself of the protection of, that country because of persecution or a  
7 well-founded fear of persecution on account of race, religion, nationality,  
8 membership of a particular social group, or political opinion." Refugees must  
9 be at least eighteen (18) years of age and not full-time students in primary  
10 or secondary schools.

11 ~~3.49 Resource Center: Dedicated locations in each CalWORKs Regional~~  
12 ~~office that are staffed by contracted employment counselors who provide~~  
13 ~~services to CalWORKs clients and the general public, such as assistance with~~  
14 ~~job search and basic résumé writing. Resource Centers are open during normal~~  
15 ~~business hours.~~

16 3.50 Rights and Responsibilities: A form that includes an explanation  
17 of CalWORKs/WTW program pParticipant reporting responsibilities, and the  
18 pParticipant's right to a fair hearing if he/she is dissatisfied with any  
19 decision by COUNTY or CONTRACTOR concerning eligibility ~~to~~ for benefits,  
20 amount of benefits, or entitlement to services, including employment services.

21 3.51 Sanction: A penalty consisting of a reduction in the AU family's  
22 grant by removing a noncompliant pParticipant from the AU. A sanction is  
23 imposed when the pParticipant fails or refuses, without good cause, to sign a  
24 WTW plan or participate in assigned WTW aActivities.

25 3.52 Self-Initiated Program (SIP): An education or training program in  
26 which the pParticipant has enrolled before or at the time he/she is initially  
27 required to participate in WTW aActivities and prior to the Appraisal process,  
28 as defined in Subparagraph 4.2 4.4 of Exhibit A.

1           3.53 Senior Social Worker (SSW): An employee of ADMINISTRATOR who is  
2 responsible for an assigned caseload in CFS and/or ADMINISTRATOR's Family  
3 Self-Sufficiency Division (FSS).

4           3.54 Subsidized Employment: Employment in which a portion of the wage  
5 is paid through a government subsidy.

6           3.55 Supportive Services: Payments provided to or on behalf of  
7 participants for ancillary, child care, and transportation expenses.

8           3.56 Team Decision Making (TDM): A team of individuals with diverse  
9 expertise that meets when requested by Children and Family Services staff. The  
10 goal of TDM is to involve family and community members, along with caregivers,  
11 service providers and agency staff in all decisions regarding child removal,  
12 placement and reunification, and to ensure a network of support for children  
13 and the adults who care for them.

14           3.57 Temporary Assistance to for Needy Families (TANF): A Federal  
15 public assistance program known as CalWORKs in California, under which needy  
16 families receive financial assistance.

17           3.58 Two-Parent Family: An AU that includes two (2) aided non-disabled,  
18 natural or adoptive parents of the same aided or Supplemental Security  
19 Income/State Supplementary Program (SSI/SSP) minor child living in the home.

20           3.59 Unsubsidized Employment: Employment without government subsidy.

21           3.60 Vocational Assessment: An evaluation of employability and the need  
22 for support services considering work history, employment skills, knowledge  
23 and abilities, education, educational competency level, local labor market  
24 conditions, physical limitations, or mental conditions. Vocational  
25 Assessments are conducted through another COUNTY contracted service provider  
26 via a separate agreement.

27           3.61 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act  
28 which requires non-exempt parents or caretakers in families on CalWORKs

1 assistance to meet work requirements by participating in WTW aActivities, with  
2 a goal of unsubsidized employment leading to self-sufficiency.

3 3.62 WTW Activities: Allowable activities to which the pParticipant may  
4 be assigned as specified in the WIC and the Orange County CalWORKs Plan.

5 3.63 WTW Plan: An agreement developed by the CM and pParticipant that  
6 specifies which activities the Participant individual shall engage in, and the  
7 Supportive Services to be provided that support participation in the assigned  
8 activities.

9 3.64 Work Participation Hours: The number of hours per week a  
10 pParticipant is required to engage in WTW aActivities, based on State  
11 requirements.

12 3.65 Workforce Investment Act (WIA): The Federal WIA of 1998 provides  
13 the framework for a national workforce preparation and employment system.  
14 Title I of WIA authorizes and funds a number of employment and training  
15 programs in California. Workforce investment activities authorized by WIA are  
16 provided at the local level via One-Stop Career Centers, to pParticipants in  
17 need of those services. These pParticipants may include job seekers,  
18 dislocated workers, youth, incumbent workers, new entrants to the workforce,  
19 veterans, persons with disabilities, and employers. The WIA's primary purpose  
20 is to provide workforce investment activities that increase the employment,  
21 retention, and earnings of pParticipants, and increase occupational skill  
22 attainment by pParticipants.

23 3.66 Zero Parent Family: A CalWORKs AU in which the all  
24 parents/caretaker relatives is are excluded from, or ineligible to, cash  
25 assistance. ~~Zero Aided Parent families contain no aided adults non-aided~~  
26 ~~and/or ineligible.~~

27 4. SERVICE DELIVERY MODEL

28 CONTRACTOR shall provide Case Management Services, as defined in

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

4 4.1 Orientation

5 ~~CONTRACTOR or designated service provider shall provide~~  
6 ~~orientation to all WTW Applicants. Group Orientations shall be provided by~~  
7 ~~designated another COUNTY contracted service provider. CONTRACTOR shall~~  
8 ~~provide an Orientation to Participants on an individual basis, as needed. The~~  
9 ~~Orientation shall consist of provides an overview of CalWORKs and WTW~~  
10 ~~Programs, including benefits, responsibilities, Supportive Services, and~~  
11 ~~transitional benefits. CONTRACTOR shall provide to individual orientation to~~  
12 ~~WTW participants as directed by ADMINISTRATOR per COUNTY Policy.~~

13 4.2 Appraisal

14 ~~CONTRACTOR or ADMINSTRATOR shall conduct an individualized~~  
15 ~~interview with the pParticipant to evaluate complete an initial evaluation of~~  
16 ~~his/her skills, work history, education, and barriers to employment, required~~  
17 ~~to appropriately assign WTW aActivities and arrange necessary Supportive~~  
18 ~~Services. Mandatory CalWORKs WTW Participants who are required to participate~~  
19 ~~in WTW are also required to participate in approved activities as specified in~~  
20 ~~Subparagraph 6.2.3 of Exhibit A. follows:~~

21 4.2.1 ~~One Parent AU with a child under six (6) years old shall~~  
22 ~~participate a minimum average of twenty (20) hours per week shall participate~~  
23 ~~a minimum average of thirty two (32) hours per week.~~

24 4.2.2 ~~One Parent AU with no child under six (6) years old shall~~  
25 ~~participate a minimum average of thirty (30) hours per week Two Parent AU~~  
26 ~~shall participate a minimum average of thirty five (35) hours per week. At~~  
27 ~~least one parent shall participate a minimum average of twenty (20) hours per~~  
28

1 week.

2 4.3 Job Services

3 4.3.1 CONTRACTOR shall assign Participants to Job Services per  
4 COUNTY Policy as determined by the CM/ISW. Job Services is provided by a  
5 COUNTY contracted service provider, and is typically the first WTW Activity  
6 assignment for most Participants, and consists of up to four (4) consecutive  
7 weeks of the following services:

8 4.3.1.1 ~~Training sessions in which participants~~  
9 ~~learn various job search skills including interviewing skills, completing job~~  
10 ~~applications, preparing résumés, and understanding employer expectations, as~~  
11 ~~well as participating in motivational activities;~~

12 4.3.1.2 ~~Active job search in which participants~~  
13 ~~seek employment with the assistance of an employment counselor; and~~

14 4.3.1.3 ~~Employment counseling which focuses on~~  
15 ~~obtaining a job and maintaining employment.~~

16 4.3.2 Exceptions include, but are not limited to:

17 4.3.2.1 Participants employed the required number  
18 of hours as set forth in Subparagraph 6.2.3 of Exhibit A;

19 4.3.2.2 Participants in the Cal-Learn Program as  
20 defined in COUNTY Policy eligibles;

21 4.3.2.3 Victims of domestic abuse;

22 4.3.2.4 Participants in a Self-Initiated Program  
23 (SIP).

24 ~~4.3.2.4.1 SIP participants will be referred~~  
25 ~~directly to the CM to develop a WTW Plan, as~~  
26 ~~described in Subparagraph 4.6 of Exhibit A.~~

27 4.3.2.5 Participants referred to special programs,  
28 such as those offered by the State of California Department of Rehabilitation.

1           4.4    Self-Initiated Programs

2           4.4.1   SIP Participants will be referred ~~directly~~ to the CM to  
3 develop a WTW Plan, as described in Subparagraph 4.6 of Exhibit A. CONTRACTOR  
4 shall review each education or training program in which a Participant was  
5 enrolled prior to the date of Appraisal, as defined in Subparagraph 4.2 of  
6 Exhibit A.

7                   4.4.1.1       CONTRACTOR, with ADMINISTRATOR approval  
8 when appropriate, shall:

9                               4.4.1.1.1 Approve or deny the SIP according  
10 to WTW Program requirements.

11                              4.4.1.1.2 Monitor the required number of  
12 hours as set forth in Subparagraph 4.4.2 of Exhibit A.

13                              4.4.1.1.3 Monitor attendance of  
14 Participants, satisfactory progress in their approved SIPs, and ensure their  
15 rapid transition to employment when they have completed those programs.

16           4.4.2   CONTRACTOR shall ensure Participants enrolled in an  
17 education/training program resulting in less than the required number of  
18 weekly hours per Subparagraph 6.2.3 of Exhibit A ~~twenty (20), thirty (30), or~~  
19 ~~thirty-five (35) hours per week~~, are participating in concurrent WTW  
20 Activities which, when combined with the education/training program, result  
21 in the required number of weekly hours per Subparagraph 6.2.3 of Exhibit A  
22 total of ~~twenty (20), thirty (30), or thirty five (35) hours per week~~.

23           4.4.3   CONTRACTOR shall ensure that in a two (2)-parent  
24 household, consisting of two (2) SIPs, ~~requires~~ both parents are participating  
25 in WTW Activities ~~to participate~~ according to COUNTY Policy.

26           4.4.4   CONTRACTOR shall use the vocational goal in lieu of the  
27 Vocational Assessment in developing the WTW Plan. Participants enrolled in a  
28 SIP will not have received a Vocational Assessment as described in



1 Subparagraph 4.5 of Exhibit A.

2 4.5 Vocational Assessment and Learning Disability Evaluation

3 4.5.1 CONTRACTOR shall refer pParticipant(s) to Vocational  
4 Assessment per COUNTY Policy according to Subparagraph 4.5.1 of Exhibit A.  
5 Assessments are conducted by another designated COUNTY contracted service  
6 provider for Vocational Assessment and Learning Disability Services. A  
7 Vocational Assessment is not completed for individuals who are fully employed  
8 and/or SIP participants.

9 4.5.2 Participant(s) shall be referred for a Vocational  
10 Assessment when any of the following occur:

11 4.5.2.1 Participant does not obtain unsubsidized  
12 employment with sufficient hours to meet the minimum hours of participation  
13 during the Job Services component;

14 4.5.2.2 Participant has lost a job and the job  
15 loss can be attributed to a previously unidentified barrier;

16 4.5.2.3 Participant needs services only available  
17 as part of a WTW Plan;

18 4.5.2.4 ISW/CM determines that participation in  
19 Job Services will not be required as the first activity because it would not  
20 be beneficial;

21 4.5.2.5 ISW/CM decides to shorten Job Services  
22 because it is not likely to lead to employment; or

23 4.5.2.6 ISW/CM determines that a participant not  
24 previously assessed would benefit from the testing.

25 4.5.3 The Vocational Assessment shall include, but not be  
26 limited to, all of the following:

27 4.5.3.1 The participant's work history and an  
28 inventory of his/her employment skills, knowledge, and abilities;

1 4.5.3.2 ~~The participant's educational history and~~  
2 ~~present educational competency;~~

3 4.5.3.3 ~~The participant's needs, including the~~  
4 ~~need for Supportive Services in order to obtain the greatest benefit from~~  
5 ~~available employment and training activities offered;~~

6 4.5.3.4 ~~Evaluation of opportunities for employment~~  
7 ~~given the current skills of the participant and local labor market conditions;~~

8 4.5.3.5 ~~Assessment of local labor market~~  
9 ~~information;~~

10 4.5.3.6 ~~Assessment of physical limitations or~~  
11 ~~mental conditions that limit the participant's ability for employment or~~  
12 ~~participation in WTW activities; and~~

13 4.5.3.7 ~~Identifying available resources needed by~~  
14 ~~the participant in order to comply with the WTW Plan.~~

15 4.5.4 ~~CONTRACTOR shall refer p~~Participant(s) ~~shall be referred~~  
16 ~~for a Learning Disability Evaluation (LDE) (LD) Assessment when the ISW/CM~~  
17 ~~administers a LD learning disability screening which that results in evidence~~  
18 ~~of a learning disability.~~

19 4.5.4.1 ~~The~~ WTW Plan shall include appropriate  
20 accommodations for an identified learning disability (ies) ~~LDs~~; CONTRACTOR  
21 shall take into account the agreement and cooperation of the ~~p~~Participant.

22 4.6 Welfare-To-Work Plan

23 CONTRACTOR shall develop a WTW Plan with ~~p~~Participants required to  
24 participate in WTW ~~a~~Activities in accordance with COUNTY ~~P~~Policy.  
25 Participant's individual needs and employment goal shall determine the type of  
26 services and order in which they are offered. WTW ~~a~~Activities shall be  
27 selected from the approved activities listed in Subparagraph 4.7 of Exhibit A.  
28 The WTW Plan shall include the allowable WTW ~~a~~Activities for the required

1 number of hours to move the pParticipant into employment, per Subparagraph  
2 6.2.3 of Exhibit A. Concurrent WTW aActivities may be needed to meet required  
3 participation hours.

4 4.6.1 CONTRACTOR shall:

5 4.6.1.1 ~~Monitor~~ Initiate monitoring pParticipant's  
6 compliance in WTW aActivities immediately upon transfer of the case to  
7 CONTRACTOR ~~once Assessment is complete.~~

8 4.6.1.2 Complete a written WTW Plan, signed by the  
9 pParticipant, within specified timeframes, in accordance with COUNTY Ppolicy.

10 4.6.1.3 Engage in timely, appropriate, and ongoing  
11 communication with the OSW designated COUNTY staff, provide the OSW designated  
12 COUNTY staff with a copy of the signed WTW Plan, review the WTW Plan with the  
13 OSW designated COUNTY staff, notify the OSW designated COUNTY staff of any  
14 changes or problems, and request assistance as needed.

15 4.7 WTW Activities

16 CONTRACTOR shall refer pParticipants to WTW aActivities ~~until the~~  
17 ~~participant is no longer receiving CalWORKs cash aid payments per COUNTY~~  
18 ~~Policy. assistance is terminated. Mandatory adults Participants who are~~  
19 ~~required to participate in WTW are also are required to participate~~  
20 ~~continuously until no longer receiving CalWORKs cash aid payments assistance~~  
21 ~~is terminated according to WTW Program requirements per COUNTY Policy.~~  
22 Failure of a pParticipant to comply with WTW Program requirements may result  
23 in a reduction or loss of CalWORKs benefits. Core activities for CalWORKs  
24 (Federal) aActivities outside of the CalWORKs (State) WTW 24-Month Time Clock  
25 are employment based. Non-core activities for CalWORKs (Federal) aActivities  
26 outside of the CalWORKs (State) WTW 24-Month Time Clock are based on education  
27 and self-improvement. CONTRACTOR shall assign the required number of hours of  
28 core and non-core activities per COUNTY Ppolicy. WTW aActivities are offered

1 to ensure participants' access to services that will facilitate and expedite  
2 their ability to become self-sufficient. Allowable WTW activities include:

3 4.7.1 Adult Basic Education

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

14 4.7.2 Community Service

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

19 4.7.3 Employment

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

24 4.7.4 Job Services

25 Job Services are provided in accordance with Subparagraph  
26 4.3 of Exhibit A.

27 4.7.5 HCA Behavioral Health Services (BHS)

28 Mental health and substance abuse services are provided by

1 County of Orange Health Care Agency (HCA). ~~ISW/CM COUNTY staff will offer the~~  
2 ~~Behavioral Health Questionnaire~~ CONTRACTOR shall offer the Behavioral Health  
3 Questionnaire provided by ADMINISTRATOR, if COUNTY staff has not or if there  
4 is an identified need subsequent to any prior offerings. CONTRACTOR will also  
5 ~~when appropriate~~ complete a referral for BHS services, ~~when appropriate~~, per  
6 COUNTY Policy.

7 4.7.5.1 Services provided by HCA ~~contracted~~  
8 ~~providers~~ include:

9 4.7.5.1.1 Evaluation to identify the level  
10 of pParticipant's mental health, treatment, and rehabilitation needs;

11 4.7.5.1.2 Case Management of mental health  
12 or substance abuse services; and

13 4.7.5.1.3 Treatment and rehabilitation  
14 services with a focus on counseling to overcome barriers to obtaining and  
15 retaining employment in coordination with a pParticipant's WTW Plan.

16 4.7.5.2 Hours spent in mental health and/or  
17 substance abuse treatment activities, assigned as part of the pParticipant's  
18 WTW Plan, shall count towards hourly participation requirements as set forth  
19 in Subparagraph 4-2 6.2.3 of Exhibit A.

#### 20 4.7.6 Domestic Abuse Services

21 ~~Domestic Abuse Services are provided by COUNTY CFS staff.~~  
22 ~~ISW/CM~~ CONTRACTOR shall ~~make offer~~ a referral to DASU if domestic abuse is  
23 suspected, or if a pParticipant self-discloses that she/he is a victim of  
24 domestic abuse. WTW aActivities are assigned, on a case-by-case basis,  
25 according to the level of assessed risk and other pertinent case information,  
26 including the individual's employment history, prospects for obtaining  
27 employment, housing stability, and adequacy of child care arrangements.

#### 28 4.7.7 Family Stabilization

1 CONTRACTOR shall offer a referral to designated COUNTY  
2 staff for Family Stabilization services for an evaluation when a Participant  
3 presents with a crisis or destabilizing situation that impairs the  
4 Participant's ability to participate in WTW Activities. Services will include,  
5 but not be limited to, homelessness, mental health, substance abuse, and  
6 domestic violence.

#### 7 4.7.8 On-the-Job Training (OJT)

8 OJT is subsidized employment in which a Participant  
9 receives job skills training from a public or private sector employer. At the  
10 end of this training, it is expected that the employer will retain the  
11 Participant.

#### 12 4.7.9 Vocational Training and Education

13 Vocational Training and Education is provided by various  
14 community partners and includes training in specific job skills combining  
15 classroom theory with practical laboratory exercises. This activity is  
16 allowable as a core WTW activity for CalWORKs (Federal) activities outside of  
17 the CalWORKs (State) WTW 24-Month Time Clock with time limits according to  
18 CalWORKs regulations. Participants are responsible for providing  
19 documentation of satisfactory progress from the Vocational Education or  
20 Training provider.

#### 21 4.7.10 Work Experience

22 Work Experience is ~~an assignment~~ a WTW Activity with a  
23 public or private nonprofit agency or for-profit employer which provides the  
24 Participant with basic job skills, enhances existing job skills in a position  
25 related to the Participant's experience, or provides a needed community  
26 service that will lead to employment.

#### 27 4.7.11 Work Study

28 Work Study may be available to qualified students at

1 local community colleges and universities. This activity is used primarily to  
2 supplement participation hours spent in Vocational Training and Education  
3 education and training activities, especially for Participants in SIPs.

#### 4 4.7.12 Other Activities

5 Activities deemed necessary to assist the Participant in  
6 obtaining and/or maintaining employment, which include, but are not limited  
7 to, WTW bridging activities, literacy programs, child abuse prevention  
8 services, parenting skills training, mentoring services, and parental  
9 participation required by a school to ensure a child's attendance. Any  
10 activity falling under this classification shall be approved in advance by  
11 ADMINISTRATOR.

12 CONTRACTOR shall refer assign Participants to Interim Job  
13 Search (IJS) or other appropriate activities, if the assigned WTW Activity(s)  
14 is not immediately available, and will not start for seven (7) calendar days  
15 or more, until the planned activity is available. IJS is intended to be  
16 short-term, pending the start of another activity or employment provided by a  
17 COUNTY contracted service provider.

#### 18 4.8 Reappraisal

19 After completion of assigned WTW Activities, if the Participant  
20 has not obtained unsubsidized employment, the CONTRACTOR shall conduct a  
21 Reappraisal and develop a new WTW Plan in accordance with Subparagraph 4.6 of  
22 Exhibit A. The Reappraisal shall evaluate whether there are extenuating  
23 circumstances that prevent the Participant from obtaining employment within  
24 the local labor market area.

### 25 5. PROVISION OF SERVICES

26 WTW is a cooperative team effort involving COUNTY and COUNTY contracted  
27 staff service providers. The goal of WTW is to establish an environment where  
28

1 ~~staff team to provide services which~~ assist participants in overcoming  
2 barriers, and achieving and/or maintaining stable employment and economic  
3 self-sufficiency. CONTRACTOR shall ensure that the delivery of Case  
4 Management services is based on the following, and in accordance with all  
5 CalWORKs WTW regulations, COUNTY policies and procedures, and forms:

6 5.1 Principles

7 CONTRACTOR shall:

8 5.1.1 Identify barriers relating to mental health and/or  
9 substance abuse issues and provide participants the appropriate referral;

10 5.1.2 Ensure participants with a limited English vocabulary are  
11 placed in an environment that will facilitate their development of the English  
12 language;

13 5.1.3 Refer participants to needed services and follow-up to  
14 ensure that the referral was successful;

15 5.1.4 Maximize opportunities to provide integrated, coordinated  
16 and easily accessible resources for participants;

17 5.1.5 Identify/Provide family-friendly and family-centered  
18 services;

19 5.1.6 Identify/Provide community-based and integrated services  
20 that coordinate Federal, State and community funding opportunities;

21 5.1.7 Identify participant's strengths, utilizing motivational  
22 and strength-based techniques; and

23 5.1.8 Ensure services are outcome-driven and identify indicators  
24 that accurately reflect progress towards stated contract goals deliverables as  
25 set forth in Subparagraph 7.3 of Exhibit A.

26 5.2 Case Management Services

27 CM(s) shall:



1 5.2.1 Work directly with ~~WTW~~ Participant (s) to ~~assess~~ identify  
2 the Participant's education, work experience, and vocational skills.

3 5.2.2 Determine the appropriate means for the Participant to  
4 obtain employment.

5 ~~5.2.3 Provide social work and employment-related services for~~  
6 ~~Assist~~ Participants ~~to assist them~~ in obtaining employment and removing  
7 barriers that may prevent them from achieving or maintaining economic self-  
8 sufficiency.

9 5.2.4 Identify/Utilize ~~specified~~ services to assist  
10 Participants in overcoming barriers to self-sufficiency, in addition to those  
11 offered by ~~WTW activity providers~~ other service providers, community-based  
12 organizations or faith-based organizations that to which CONTRACTOR may refer  
13 the Participant to. Services may include, but are not limited to the  
14 following:

15 5.2.4.1 Workforce Investment Boards (WIB)

16 Job training programs offered under the  
17 Workforce Investment Act as described in Subparagraph 3.65 of Exhibit A.  
18 COUNTY, the City of Santa Ana, and the City of Anaheim WIBs currently  
19 administer these programs.

20 5.2.4.2 Job Fairs

21 Organized events held to increase the  
22 Participant's likelihood of obtaining employment.

23 5.2.4.3 Community Colleges, Adult Education and  
24 Regional Occupational Programs

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

28 ~~5.3~~ Case Management Services

1 CM(s) shall:

2 5.3.1 Develop a WTW Plan with pParticipants;

3 5.3.2 Ascertain that Supportive Services are in place in  
4 accordance with Subparagraph 5.6 of Exhibit A;

5 5.3.3 Provide efficient and prompt service to pParticipants, as  
6 specified in Subparagraphs 5.4.7 and 5.4.9 of Exhibit A as required in this  
7 Agreement;

8 5.3.4 Identify barriers to employment and evaluate the need for  
9 referrals to other service providers;

10 5.3.5 Provide job placement services;

11 5.3.6 Make referrals to local service providers to obtain job  
12 placement services;

13 5.3.7 Monitor and document the pParticipant's attendance and  
14 progress per COUNTY Policy.

15 5.3.8 Enter and maintain accurate information into CalWIN,  
16 including pParticipants' hours of participation;

17 5.3.9 Ensure pParticipant is engaged in WTW Activities as  
18 specified in Subparagraph 4.7 of Exhibit A;

19 5.3.10 Be cognizant of CalWORKs eligibility requirements,  
20 including school attendance and immunization requirements for the  
21 pParticipant's children;

22 5.3.11 Conduct home visits as necessary to ensure success of the  
23 pParticipant's WTW Plan;

24 5.3.12 Utilize intensive case management and outreach to engage  
25 noncompliant or sanctioned pParticipants per COUNTY Policy;

26 5.3.13 Facilitate and/or participate in outreach activities that  
27 the pParticipant and his/her family may benefit from;

28 5.3.14 Identify Mutual Clients with the CFS Division of SSA,

1 participate in Multidisciplinary Team (MDT) meetings and/or Team Decision  
2 Making (TDM) meetings, communicate with the CFS Senior Social Worker (SSW),  
3 and develop a coordinated service plan;

4 5.3.15 Initiate, coordinate, and/or attend MDT meetings to  
5 address client WTW participation and cooperation, and assist with any family  
6 needs that impede participation in WTW Activities.

7 5.3.16 Attend TDM meetings and provide services as requested by  
8 CFS. The focus of the TDM meeting is to preserve the family and provide for  
9 the child's safety and well-being. The goal of CFS TDM Meetings is to involve  
10 family and community members, along with caregivers, service providers and  
11 Agency staff in decisions regarding CFS issues such as child removal,  
12 placement and reunification, and to ensure a network of support for vulnerable  
13 children and the adults who care for them.

14 5.3.17 Attend all mandated trainings/meetings as requested by  
15 ADMINISTRATOR;

16 5.3.18 Comply with all new Federal and/or State regulations  
17 impacting the services provided under this Agreement; and ~~WTW Case Management~~  
18 ~~Services.~~

19 5.3.19 Track, monitor, and document the Participant's CalWORKs  
20 (State) WTW 24-Month Time Clock per COUNTY Policy.

#### 21 5.4 Communication

##### 22 5.4.1 Ongoing Case Management Services

23 CONTRACTOR shall communicate with ADMINISTRATOR and  
24 service providers as needed and per COUNTY Policy. Frequency of  
25 communication will depend on the individual case and specific service needs  
26 and/or plan.

27 CONTRACTOR shall:

28 5.4.2 Complete follow-up communication within seven (7) working

1 days after the initial referral to a service provider, to ensure the referral  
2 was successful.

3 5.4.3 Document written and verbal communication per COUNTY  
4 Policy.

5 5.4.4 Provide written communication to share case information or  
6 changes in a timely manner.

7 5.4.5 Maintain regular contact with all Participants per COUNTY  
8 Policy.

9 5.4.6 Ensure all contacts motivate and counsel Participants  
10 clients in the benefits of ongoing participation in WTW Activities and  
11 economic self-sufficiency.

12 5.4.6.1 Contacts include, but are not limited to:

13 5.4.6.1.1 Face-to-face at CONTRACTOR's  
14 office,

15 5.4.6.1.2 Home/site visits with  
16 Participants.

17 5.4.6.1.3 Letters/correspondence,

18 5.4.6.1.4 Telephone contact,

19 5.4.6.1.5 Gathering information needed to  
20 confirm WTW participation,

21 5.4.6.1.6 Inquiring as to needs, and/or

22 5.4.6.1.7 Addressing and resolving identified  
23 Participant issues.

24 5.4.7 Initial Contact with Participants

25 CONTRACTOR shall schedule an initial face-to-face interview  
26 with the Participant within ten (10) calendar days of receipt of the case from  
27 SSA ADMINISTRATOR. CONTRACTOR shall conduct this initial interview within  
28 thirty (30) calendar days of receipt of the case from SSA ADMINISTRATOR. If

1 the pParticipant is working full-time or enrolled in an education or training  
2 program, the CONTRACTOR shall schedule an interview time and place that does  
3 not interfere with the pParticipant's activity.

4 5.4.8 CONTRACTOR shall provide services during the initial  
5 interview which include but are not limited to the following:

6 5.4.8.1 Motivation and encouragement to facilitate  
7 WTW participation that will result in employment and self-sufficiency;

8 5.4.8.2 Evaluation of the pParticipant's monthly  
9 budget, and assistance to prepare one, if appropriate;

10 5.4.8.3 Information regarding the pParticipant's  
11 rights and responsibilities, including good cause, compliance, grievance, and  
12 appeals processes;

13 5.4.8.4 Information regarding the effects of  
14 employment on the pParticipant's CalWORKs grant, CalFresh, and Medi-Cal  
15 benefits per COUNTY Policy;

16 5.4.8.5 A discussion of job progression to assist  
17 the pParticipant in understanding that his/her first job may not be ideal but  
18 can be a stepping stone to a better job; and

19 5.4.8.6 An evaluation of the pParticipant's need  
20 for Supportive Services that will assist and/or enhance his/her ability to  
21 obtain and retain employment, and an explanation of available Supportive  
22 Services; and

23 5.4.8.7 A discussion of the CalWORKs (State) WTW  
24 24-Month Time Clock per COUNTY Policy.

25 5.4.9 Frequency of Contacts

26 Monthly contact shall be made on every case to build  
27 rapport and monitor required participation per COUNTY Policy.

28 5.5 Development of the Welfare-to-Work Plan

1           5.5.1 CONTRACTOR shall work with each Participant to develop  
2 and document an employment goal and WTW Plan per COUNTY Policy. Activities  
3 in the WTW Plan shall not interfere with obligations, such as mandated  
4 counseling, court appearances, or CFS requirements, and shall be practical and  
5 achievable by the Participant. CONTRACTOR shall coordinate development of  
6 the WTW Plan with CFS in situations where the Participant is a Mutual Client.  
7 Time spent at court-mandated appearances or CFS activities shall count toward  
8 hourly participation requirements as set forth in Subparagraph 6.2.3 4.2 of  
9 Exhibit A.

10           5.5.2 CONTRACTOR shall develop the WTW Plan to include  
11 participation requirements per COUNTY Policy. Participation requirements may  
12 be modified pursuant to changes in CalWORKs WTW regulations. Current  
13 participation requirements are as defined in Subparagraph 6.2.3 4.2 of Exhibit  
14 A.

15           5.5.3 The WTW Plan shall be developed in collaboration with the  
16 client Participant, and consider and evaluate the following:

- 17                   5.5.3.1 Vocational Assessment results;
- 18                   5.5.3.2 Utilization of family strengths;
- 19                   5.5.3.3 Skills and abilities;
- 20                   5.5.3.4 Educational background;
- 21                   5.5.3.5 Employment history;
- 22                   5.5.3.6 Physical and/or mental health limitations;
- 23                   5.5.3.7 Family issues, such as housing,  
24 transportation, child care, and domestic abuse;
- 25                   5.5.3.8 Long-term and short-term employment goals  
26 and desires;
- 27                   5.5.3.9 Identification of perceived barriers  
28 specific to the Participant's circumstances that, if not addressed, could

1 hinder his/her participation in the WTW Program; and

2 5.5.3.10 Identification of WTW aActivities that  
3 will facilitate and expedite the pParticipant's ability to become self-  
4 sufficient. These activities shall be selected from those identified in  
5 Subparagraph 4.7 of the Exhibit A, unless ADMINISTRATOR notifies the  
6 CONTRACTOR of additional approved activities.

7 5.5.4 CONTRACTOR shall obtain the pParticipant's signature upon  
8 completion of development of the WTW Plan, ensure that he/she understands that  
9 CONTRACTOR is available for assistance in all WTW matters, and provide a copy  
10 of the completed and signed WTW Plan to the pParticipant. CONTRACTOR shall  
11 also ensure the pParticipant understands all aspects of the plan, including  
12 the following:

13 5.5.4.1 Program expectations and requirements;

14 5.5.4.2 WTW aActivities activity assignment(s) and  
15 referrals including start date, time, place, and contact person(s);

16 5.5.5 Supportive Services available to facilitate full  
17 participation in approved WTW aActivities; and

18 5.5.5.1 Available employment support and retention  
19 services.

20 5.5.5.2 CONTRACTOR shall enter WTW Plan and  
21 activity activities assignments into CalWIN and establish controls for  
22 progress reviews and subsequent WTW Activities. assignments

23 5.6 Supportive Services

24 CONTRACTOR shall identify and explain available Supportive  
25 Services to pParticipants. ADMINISTRATOR determines eligibility to, and  
26 issues payment for, Supportive Services based on referrals made by CONTRACTOR.  
27 Supportive Services are defined as payments provided to or on behalf of  
28 pParticipants for ancillary, child care, and transportation expenses necessary

1 to participate in assigned WTW aActivities. This process shall include  
2 identification of barriers specific to a pParticipant's circumstances that if  
3 not addressed could hinder participation in the WTW Program.

4 CONTRACTOR shall:

5 5.6.1 Identify barriers that may hinder an individual's  
6 participation in assigned WTW aActivities, complete a Supportive Services  
7 referral per COUNTY Ppolicy, and forward it to the assigned OSW designated  
8 COUNTY staff.

9 5.6.2 Maintain contact with the OSW designated COUNTY staff for  
10 follow-up regarding progress of the referral and offer assistance as needed.  
11 Follow-up with the pParticipant is also required to ensure that his/her needs  
12 have been addressed. CONTRACTOR shall maintain regular contact with the  
13 pParticipant to address barriers identified subsequent to the referral that  
14 may hinder participation. Information and actions related to Supportive  
15 Services shall be clearly documented in the case record.

16 5.7 Employment Support and Job Retention Services

17 CONTRACTOR shall evaluate the pParticipant's need for  
18 Employment Support and Job Retention Services, and as appropriate, refer and  
19 schedule appointments for services which addresses needs that, if not  
20 addressed, could hinder the Participant's his/her participation in WTW  
21 aActivities. Employment Support and Job Retention Services are provided by  
22 COUNTY contracted service providers.

23 5.8 Monitoring Participation

24 CONTRACTOR shall continuously monitor the client Participant's WTW  
25 participation hours. This includes identifying and documenting participation  
26 during monthly contacts and documenting reasons for deficient hours of  
27 participation, at a minimum of once per month.

28 5.9 Noncompliance



1 CONTRACTOR shall engage all noncompliant participants and  
2 motivate them to resume WTW activities using intensive case management and  
3 outreach, per COUNTY Policy. Failure of a participant to comply with  
4 CalWORKs/WTW program requirements may result in a reduction or loss of  
5 CalWORKs benefits.

6 5.9.1 Cause Determination:

7 CONTRACTOR shall take immediate action if a participant  
8 fails or refuses to comply with WTW program requirements or fails to meet  
9 satisfactory progress requirements without good cause. Participants who do  
10 not meet required participation hours in assigned WTW activities, or refuse  
11 to participate, are provided an opportunity to explain non-cooperation through  
12 a formal Cause Determination and Compliance Process, which is conducted in  
13 accordance with COUNTY Policy. CONTRACTOR shall determine, per COUNTY Policy,  
14 if the participant has good cause for noncompliance with WTW requirements.  
15 If good cause is found, CONTRACTOR shall inform the OSW designated COUNTY  
16 staff per COUNTY Policy. CONTRACTOR shall determine if issues causing  
17 noncompliance have been resolved and if the participant can resume  
18 participation without further action.

19 5.9.1.1 If CONTRACTOR determines that the  
20 participant continues to be noncompliant, CONTRACTOR shall:

21 5.9.1.1.1 Refer the case to designated  
22 COUNTY staff for review and approval prior to taking action that adversely  
23 impacts the participant's CalWORKs grant.

24 5.9.1.1.2 Notify the OSW designated  
25 COUNTY staff that the client is noncompliant so that eligibility to ongoing  
26 Supportive Services may be evaluated.

27 5.9.1.1.3 Communicate with the OSW  
28 designated COUNTY staff regarding all noncompliance actions taken per COUNTY

1 Policy.

2 5.9.1.1.4 Document all actions taken per  
3 COUNTY Policy.

4 5.10 Sanctions

5 CONTRACTOR shall provide ~~intensive~~ case management and services  
6 for sanctioned clients. CONTRACTOR shall communicate with the OSW designated  
7 COUNTY staff regarding all sanction actions. The OSW designated COUNTY staff  
8 shall impose and/or rescind financial sanctions, and issue related Notices of  
9 Action (NOA).

10 5.11 Termination of WTW Participation (Other than for Sanctions)

11 5.11.1 If the Participant meets a criterion for exemption from  
12 participation, CONTRACTOR shall obtain necessary documentation to support the  
13 exemption, and, if appropriate, recommend that the assigned OSW designated  
14 COUNTY staff grant the exemption.

15 5.11.2 CONTRACTOR shall explore with the Participant whether  
16 he/she wants to voluntarily participate in WTW Activities and provide  
17 information on available services to encourage participation. If so,  
18 CONTRACTOR shall change the Participant's status in CalWIN from mandatory to  
19 voluntary and evaluate the need for a new WTW Plan and/or Supportive Services.

20 5.11.3 Upon learning that the Participant's CalWORKs case has  
21 been closed, or that the Participant has been removed from the Assistance  
22 Unit (AU), CONTRACTOR shall coordinate necessary case actions per COUNTY  
23 Policy and procedures with the OSW designated COUNTY staff. CONTRACTOR shall  
24 make appropriate referrals for Employment Support and Job Retention Services,  
25 per COUNTY Policy and procedures. CONTRACTOR shall comply with COUNTY  
26 Policy when closing Participant case records.

27 5.12 Case Narratives

28 5.12.1 Narration is a vital part of the case record, and as such

1 CONTRACTOR shall accurately maintain and update the case narrative per COUNTY  
2 Policy. Case narratives must be completed whenever action is taken by any  
3 WTW staff person associated with the file. All entries by CONTRACTOR are to  
4 be signed, dated, legible, and in a format approved by ADMINISTRATOR.

5 5.12.2 Case narratives shall include, but are not limited to, the  
6 following items:

7 5.12.2.1 Date case is received;

8 5.12.2.2 Current status of the case, including  
9 assessment of service needs, actions taken, and status of referrals;

10 5.12.2.3 Date, reason, and type of contact for all  
11 communication, including required monthly contact(s);

12 5.12.2.4 Overall plan of participant contact(s),  
13 outcomes, and follow-up dates arranged during contact(s);

14 5.12.2.5 Weekly participation hours;

15 5.12.2.6 Complete and accurate description of the  
16 case activity;

17 5.12.2.7 Issues related to the participant's WTW  
18 participation;

19 5.12.2.8 Identification of any missing information;  
20 and

21 5.12.2.9 Closing narratives shall include date and  
22 reason for the case being closed and/or transferred, pending and/or incomplete  
23 actions and reasons, and destination of the case

24 5.13 ADMINISTRATOR, in its sole discretion, may require changes to the  
25 ~~Provision of Services stated above~~ provisions of this Paragraph 5, in  
26 accordance with any changes in caseload size, funding, law, State regulations  
27 or COUNTY Policy.

28 6. PERFORMANCE REQUIREMENTS

1           6.1    Outcome Objectives

2                   6.1.1   CONTRACTOR shall meet the following outcome objectives:

3                           6.1.1.1       Ensure that at least seventy-five percent  
4 (75%) of all Participants referred to CONTRACTOR are participating in the WTW  
5 Activities listed in Subparagraph 4.7 of Exhibit A, for the minimum number of  
6 required hours set forth in Subparagraph 6.2.3 of Exhibit A. Fully Engage  
7 participants, ~~as described in 3.1 of Exhibit A, in allowable WTW activities,~~  
8 ~~including employment, education and/or service activities, as specified in~~  
9 ~~Subparagraph 4.2 of Exhibit A., as follows:~~

10                                   6.1.1.1.1   ~~Seventy percent (70%) by        October 1,~~  
11   ~~2011;~~

12                                   6.1.1.1.2   ~~Seventy-two percent (72%) by        October 1,~~  
13   ~~2012; and~~

14                                   6.1.1.1.3   ~~Seventy five percent (75%) by        October 1,~~  
15   ~~2013.~~

16                           6.1.1.2       Ensure at least twenty-two percent (22%)  
17 of Participants referred to CONTRACTOR, ~~as described in Subparagraph 3.1 of~~  
18 ~~Exhibit A,~~ have a starting wage of at least ~~thirty-five (35) percent~~ twenty  
19 percent(20%) above the prevailing California minimum wage, as defined by  
20 COUNTY Policy., ~~as follows:~~

21                                   6.1.1.2.1   ~~Eighteen percent (18%) by        October 1,~~  
22   ~~2011;~~

23                                   6.1.1.2.2   ~~Twenty percent (20%) by        October 1,~~  
24   ~~2012; and~~

25                                   6.1.1.2.3   ~~Twenty two percent (22%) by        October 1,~~  
26   ~~2013.~~

27                           6.1.1.3       Ensure at least twenty-seven percent (27%)  
28 of Participants referred to CONTRACTOR ~~as described in Subparagraph 3.1 of~~

1 ~~Exhibit A~~, retain employment for at least ninety (90) days from the first day  
2 of work. ~~as follows:~~

3 ~~6.1.1.3.1 Twenty three percent (23%) by October~~  
4 ~~1, 2011;~~

5 ~~6.1.1.3.2 Twenty five percent (25%) by October 1,~~  
6 ~~2012; and~~

7 ~~6.1.1.3.3 Twenty seven percent (27%) by October 1,~~  
8 ~~2013.~~

9 6.1.2 ADMINISTRATOR, in its sole discretion, may require changes  
10 to the outcome objectives stated above, in accordance with any changes in law,  
11 State regulations or COUNTY Policy.

12 ~~6.1.3 CONTRACTOR shall utilize validated CalWIN reports for~~  
13 ~~tracking outcome objectives aligned with contract requirements. When it is~~  
14 ~~determined those services are not performed in accordance with SSA's Policies~~  
15 ~~and Procedures during a quarterly review/response period, ADMINISTRATOR, in~~  
16 ~~its sole discretion, may require corrective action plans. CONTRACTOR shall,~~  
17 ~~within the time period specified in any such corrective action plan, validate,~~  
18 ~~review, and respond to preliminary findings. CONTRACTOR shall remedy the~~  
19 ~~performance deficiency (ies).~~

20 6.2 Participation Requirements:

21 6.2.1 CONTRACTOR shall engage all pParticipants in WTW  
22 aActivities described in Subparagraph 4.7 of Exhibit A. CONTRACTOR shall  
23 ensure that each pParticipant is meeting required participation hours in  
24 accordance with Subparagraph 6.2.3. CONTRACTOR shall be required to have a  
25 minimum percentage of pParticipants who meet the CalWORKs WTW participation  
26 requirements, as specified in Subparagraph 6.1.1 of this Exhibit A.

27 6.2.2 As a performance goal, the CONTRACTOR shall achieve a  
28 minimum of seventy percent (70%) of All Families meeting hourly participation

1 requirements in accordance with Subparagraph 6.2.3.

2 6.2.3 The individual CalWORKs WTW participation requirements are  
3 currently:

4 6.2.3.1 Twenty (20) hours per week for single  
5 parents with a child under six (6) years old, or thirty (30) hours per week  
6 for single parents with no child under six (6) years old, in approved WTW  
7 aActivities for a One-Parent AU and a Two-Parent AU in which deprivation is  
8 based on the disability of one (1) parent. Twenty (20) hours of these  
9 approved WTW aActivities shall consist of participation in one (1) or more  
10 core WTW aActivities for CalWORKs (Federal) aActivities outside of the  
11 CalWORKs (State) WTW 24-Month Time Clock; or

12 6.2.3.2 Thirty-five (35) hours per week in  
13 approved WTW aActivities for Two-Parent Assistance Units. Thirty (30) hours of  
14 these approved WTW aActivities shall consist of participation in one (1) or  
15 more core WTW aActivities for CalWORKs (Federal) activities outside of the  
16 CalWORKs (State) WTW 24-Month Time Clock. One (1) parent can satisfy the  
17 total thirty-five (35) hour requirement. If both parents contribute to the  
18 thirty-five (35) hour requirement, at least one (1) parent shall participate a  
19 minimum of twenty (20) hours per week for CalWORKs (Federal) activities  
20 outside of the CalWORKs (State) WTW 24-Month Time Clock.

21 6.2.3.3 The hourly participation requirements set  
22 forth in Subparagraph 6.2 herein, are subject to change, according to State  
23 and Federal mandates.

24 6.2.4 Calculation of ~~CONTRACTOR's~~ participation rate shall be  
25 based upon the following:

26 6.2.4.1 Data as entered into ADMINISTRATOR's  
27 computer information system(s) by CONTRACTOR staff. CONTRACTOR shall assign  
28 all cases to a CM and update the computer information system(s) with this

1 information within five (5) working days of receipt of the case.

2 6.2.4.2 Cases transferred to CONTRACTOR by the ISW  
3 and/or OSW designated COUNTY staff, with the exception of existing WTW cases,  
4 will be valid the first day of the month following the date of assignment,  
5 provided the case was assigned prior to the 25<sup>th</sup> day of the month. Cases  
6 assigned on the 25<sup>th</sup> day of the month or after shall be valid on the first day  
7 of the second month following the date of assignment. Existing WTW cases will  
8 be valid immediately upon transfer to CONTRACTOR. ~~following month when the~~  
9 ~~case is assigned prior to the twenty fifth (25<sup>th</sup>) day of a month, and will be~~  
10 ~~valid the first day of the second following month when the case is assigned on~~  
11 ~~the twenty fifth (25<sup>th</sup>) day of a month or later~~

12 6.2.4.3 Participation requirements as described in  
13 Subparagraph 6.2.26.2.3.

14 7. REPORTING REQUIREMENTS

15 ~~7.1 CONTRACTOR shall comply with data gathering methodology as~~  
16 ~~prescribed, and on a format approved by ADMINISTRATOR.~~

17 ~~7.2 Report Portal, which is a web-based system access to customized~~  
18 ~~CalWORKs and WTW reports. CONTRACTOR will use the OCSSA Report Portal to~~  
19 ~~review said reports as directed by ADMINISTRATOR.~~

20 7.3 Contract Deliverables

21 CONTRACTOR shall maintain records, collect data, and provide  
22 reports as required by COUNTY in order to track goals, progress and monitor  
23 outcome objectives. Data elements may include, but are not limited to, the  
24 following:

25 7.3.1 Percentage of Participants in compliance with the  
26 participation requirements set forth fully engaged in WTW activities in  
27 Subparagraph 6.2.3 of Exhibit A;

28 7.3.2 Percentage of job placements with a starting wage of at

1 least ~~thirty-five (35%) percent~~ twenty percent (20%) above the prevailing  
2 California minimum wage;

3 7.3.3 Percentage of participants who retain employment for at  
4 least ninety (90) days; ~~or~~

5 7.3.4 Percentage of participants who retain employment for at  
6 least thirty (30) days when ADMINISTRATOR's policy does not require CONTRACTOR  
7 to manage full-time employed cases;

8 7.3.5 Referrals made and referral outcomes; including subsidized  
9 child care and other Supportive Services;

10 7.3.6 Placement rates into unsubsidized employment;

11 7.3.7 Length of time in allowable WTW activity (ies);

12 7.3.8 Pay rate and length of time of job retention;

13 7.3.9 Statistics regarding characteristics of identified  
14 segments of the WTW population;

15 7.3.10 Summary of complaints received;

16 7.3.11 Outcomes of supervisory case reviews; and

17 7.3.12 Training activities and attendees; and

18 7.3.13 Annual reports.

19 7.4 Time Study Procedures

20 7.4.1 CONTRACTOR shall adhere to COUNTY time study procedures by  
21 identifying and reporting time devoted to the delivery of WTW services under  
22 this Agreement.

23 7.4.2 WTW time studies shall be completed by CONTRACTOR's Case  
24 Management staff in the months of February, May, August and November of each  
25 year. Completed time studies shall be made available to ADMINISTRATOR by the  
26 first business day of the month following each month in which the time study  
27 is to be completed.

28 7.4.3 Supervisory staff do not complete detailed time studies.



1 but shall record the total hours worked per day in a time study month.  
2 CONTRACTOR's supervisors shall review the staff time study detail report for  
3 accuracy and ensure consistency with reported work hours for the same period.

4 8. PERFORMANCE MONITORING

5 8.1 Quality Control

6 CONTRACTOR shall establish and utilize a comprehensive Quality  
7 Control Plan, on a format approved by ADMINISTRATOR, to monitor contract  
8 deliverables and the level of program service and quality, and submit to  
9 ADMINISTRATOR by October 1, 2014~~2011~~. The Quality Control Plan shall be  
10 effective throughout the term of this Agreement and will be updated as needed  
11 and submitted to ADMINISTRATOR for approval before changes are implemented.

12 8.1.1 The Quality Control Plan shall include, but not be limited  
13 to, the following:

14 8.1.1.1 The method for ensuring the services and  
15 deliverables ~~and~~ are being provided in accordance with the requirements of  
16 defined in this Agreement; ~~are provided at or above the level of quality~~  
17 ~~required~~

18 8.1.1.2 The method for assuring that all staff  
19 rendering services under this Agreement have the necessary qualifications;

20 8.1.1.3 Methods for preventing, identifying, and  
21 correcting deficiencies in the quality of service; ~~as defined in COUNTY policy~~

22 8.1.1.4 The method for providing ADMINISTRATOR  
23 with copies of CONTRACTOR case reviews, including a clear description of, and  
24 corrective action taken, to resolve identified problems;

25 8.1.1.5 Items/areas to be inspected/reviewed on  
26 either a scheduled or unscheduled basis, how often inspections will be  
27 accomplished, and the title of the individual(s) who will perform the  
28 inspections/reviews;

1                   8.1.1.6           Specific methods for identifying,  
2                   correcting, and preventing deficiencies in the quality of service performed,  
3                   before levels of performance are below the standards established in this  
4                   Agreement;

5                   8.1.1.7           The method for maintenance of a file of  
6                   all inspections conducted by CONTRACTOR and, if necessary, the corrective  
7                   action taken; and

8                   8.1.1.8           The method for continuing services in the  
9                   event of a strike by CONTRACTOR'S employees or a natural disaster.

10                  8.1.2   CONTRACTOR shall cooperate with any third-party audit or  
11                  inspections as required by ADMINISTRATOR or other COUNTY, State, or Federal  
12                  agency.

13                  8.2   Supervisor Reviews

14                  8.2.1   Case Manager Supervisors shall review a minimum of three  
15                  (3) active WTW cases per CM each month on a format approved by ADMINISTRATOR.  
16                  Supervisor reviews shall include, but not be limited to:

17                         8.2.1.1           Overall case management and application of  
18                         COUNTY Policy,

19                         8.2.1.2           Client Participant's participation hours  
20                         and efforts to keep client Participant engaged and compliant,

21                         8.2.1.3           Case discrepancies, and

22                         8.2.1.4           Any other identified corrective actions  
23                         required.

24                                 8.2.1.4.1           Ensure corrective actions, if  
25                                 applicable, are completed within (10) business days.

26                  8.2.2   Case record shall include a narration summarizing the case  
27                  review findings.

28                  8.2.3   Cases shall be randomly selected per a method determined

1 by ADMINISTRATOR.

2 8.2.4 Case reviews shall be submitted to ADMINISTRATOR by the  
3 fifteenth (15th) calendar day following the month of review per COUNTY  
4 Policy.

5 8.3 WTW Participation Case Reviews and Audits

6 8.3.1 Case reviews and other inspection methods will be  
7 completed for compliance with COUNTY, State, and/or Federal requirements.  
8 Case reviews, data inspection, and audits may be completed by COUNTY, State,  
9 and/or Federal representatives. Cases that contain discrepancies or fail to  
10 meet WTW participation requirements will be referred back to CONTRACTOR for  
11 appropriate corrective action. CONTRACTOR shall submit proof of corrective  
12 action on all case errors and discrepancies. CONTRACTOR shall discuss the  
13 review with appropriate staff, control for corrective action, and address  
14 training issues. Case reviews include, but are not limited to:

15 8.3.1.1 Mandated reviews to meet COUNTY, State,  
16 and Federal reporting requirements and/or audits; and

17 8.3.1.2 Review and approval of actions that State  
18 regulations require be performed by ADMINISTRATOR, such as imposition of  
19 sanctions.

20 8.4 CONTRACTOR Performance Monitoring

21 8.4.1 CONTRACTOR's performance will be monitored and reviewed by  
22 ADMINISTRATOR. CONTRACTOR shall cooperate with ADMINISTRATOR in providing the  
23 information necessary for monitoring contract deliverables and services, and  
24 performance and cooperate with authorized State and/or Federal representatives  
25 who may audit WTW Program services.

26 8.4.2 ADMINISTRATOR will use a variety of inspection methods to  
27 evaluate CONTRACTOR's performance, including, but not limited to, the  
28 following:

1                   8.4.2.1           Monthly reviews of CONTRACTOR's case  
2 management performance. ADMINISTRATOR will inspect CONTRACTOR cases, related  
3 COUNTY data system entries, and applicable data reports to ensure compliance  
4 with Exhibit A;

5                   8.4.2.2           Random sampling of program activities  
6 including a review of case files each month;

7                   8.4.2.3           Activity checklists and random  
8 observations;

9                   8.4.2.4           Inspection of output items on a periodic  
10 basis as deemed necessary;

11                   8.4.2.5           Computer data system reports;

12                   8.4.2.6           ~~WTW~~ Participant complaints and/or ~~WTW~~  
13 ~~Participant~~ questionnaires; and

14                   8.4.2.7           Service provider complaints or reports.

15           8.4.3   When it is determined that services were not performed in  
16 accordance with SSA's Policies and Procedures during the review period,  
17 ADMINISTRATOR may, in its sole discretion, require corrective action plans.  
18 CONTRACTOR shall validate, review, and respond to preliminary findings.  
19 CONTRACTOR shall remedy the performance defects within the time period  
20 specified in the corrective action plan.

21           8.4.4   ~~CONTRACTOR must cooperate with ADMINISTRATOR in providing~~  
22 ~~the information necessary for monitoring contract, service, and performance.~~

23           8.4.5   Performance evaluation meetings will be conducted as  
24 deemed necessary by ADMINISTRATOR.

## 25   9.   PENALTIES

### 26   9.1   Financial Penalties for Underperformance:

27           9.1.1   CONTRACTOR ~~may~~ shall be assessed financial penalties for  
28 each quarterly period of underperformance in accordance with Subparagraph

1 9.1.3 of Exhibit A provided all of the following occur: (a) ADMINISTRATOR  
2 fails to achieve the Federal Work Participation Requirements in a Federal  
3 Fiscal Year (FFY) as required by Federal law for All Families; and (b) as a  
4 result of such failure, ADMINISTRATOR is assessed a fiscal penalty; and (c)  
5 CONTRACTOR fails to meet the quarterly average percentage, specified in the  
6 table in Subparagraph 9.1.3 of Exhibit A of this Agreement, in the  
7 corresponding FFY.

8 9.1.2 Quarterly periods are defined as July 1, 2014 through  
9 September 30, 2014; October 1, 2011 2014 through December 31, 2011 2014;  
10 January 1, 2012 2015 through March 31, 2012 2015; and April 1, 2012 2015  
11 through June 30, 2012 2015. ~~for the first fiscal year of the Agreement. ; and~~

12 9.1.2.1 ~~July 1 through September 30; October 1~~  
13 ~~through December 31, January 1 through March 31, and April 1 through June 30,~~  
14 ~~thereafter for each subsequent fiscal year of the Agreement.~~

15 9.1.3 Financial penalties will be assessed for each quarterly  
16 period in which the average of All Families who meet the hourly participation  
17 requirements set forth in Subparagraph 6.2.3 of Exhibit A is less than the  
18 percentage specified in the table below. ~~of All Families who meet the hourly~~  
19 ~~WTW participation requirement as described in Subparagraph 6.2 of Exhibit A.~~  
20 The financial penalty for the quarter of underperformance will be equal to the  
21 percentage specified in the table below of the quarterly maximum obligation  
22 amount.

Quarterly Average of All Families Who Meet Hourly CalWORKs Participation Requirements	Penalty Percentage of Quarterly Maximum Obligation
Less than fifty-five percent (55%)	Two percent (2%)

Less than forty percent (40%)	Four percent (4%)
Less than twenty-five percent (25%)	Eight percent (8%)

9.1.4 At COUNTY's discretion, financial penalties may be reduced or waived for any quarterly period due to significant changes outside CONTRACTOR's control. Examples of significant changes include, but are not limited to:

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

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

9.1.4.3 The CONTRACTOR's caseload is maintained at a level of ~~one hundred and ten (110)~~ ninety-five (95) cases per CM, or more, within the quarterly review period; or

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

~~9.1.5 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 written notice, including all relevant information with respect thereto, to the other party.~~

10. OTHER CONTRACTOR REQUIREMENTS

10.1 Case Manager Caseload Limits:

10.1.1 CONTRACTOR shall ensure case management activities can be performed effectively in accordance with caseload size. CONTRACTOR's CMs shall each carry a caseload of no less than ~~sixty-seven (67)~~ fifty(50) active cases and no more than ~~one hundred five (105)~~ ninety(90) active cases, unless

1 authorized by COUNTY. Lead Case Manager caseload limits shall be seventy-five  
2 percent (75%) of CM caseload. CONTRACTOR agrees to modify caseload limits as  
3 ADMINISTRATOR may require, and as authorized by COUNTY, and within a mutually  
4 agreed upon time frame.

5 10.1.2 COUNTY will consider adjustments to ~~contract~~ requirements  
6 and/or provisions of this Agreement, as necessary, in response to caseload  
7 growth beyond the caseload size range identified in Subparagraph 10.1.1 above.  
8 ~~Contract~~ Adjustments to this Agreement may include, but are not limited to,  
9 ~~contract~~ requirements identified in Paragraph 5 of Exhibit A and/or ~~contract~~  
10 provisions identified in Paragraph 9 of Exhibit A.

11 10.2 Case Manager Supervisor to CM ~~s~~Staff ~~r~~Ratio

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

14 10.3 Operational Changes

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

19 10.4 Coordination

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

23 10.5 Job Fairs

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

27 10.6 Forms and Publications

28 10.6.1 ADMINISTRATOR will provide a camera-ready copy of all

1 mandatory State and COUNTY forms. CONTRACTOR shall be responsible for  
2 duplication and distribution of the forms to its staff. CONTRACTOR may  
3 develop their own internal forms; however, internal forms must be reviewed and  
4 approved by ADMINISTRATOR prior to implementation and/or distribution.

5 10.6.2 All publications developed under this Agreement, including  
6 but not limited to fliers and newsletters, will be subject to written approval  
7 of ADMINISTRATOR prior to distribution.

8 10.7 Case Records

9 10.7.1 CONTRACTOR shall maintain a current and complete  
10 electronic case record on CalWIN for each participant. ADMINISTRATOR will  
11 provide CONTRACTOR staff with initial training in use of CalWIN or other  
12 COUNTY data systems regarding use and maintenance of electronic case records  
13 on CalWIN. CONTRACTOR shall conduct future training for their staff.

14 10.7.2 CONTRACTOR shall maintain an imaged (electronic) ~~and/or~~  
15 ~~physical (hard copy)~~ case record. The content of the case records shall be in  
16 a format approved by ADMINISTRATOR. The case record shall contain any  
17 documentation not included in CalWIN.

18 10.7.3 Information in case records shall be treated as  
19 confidential and released only to ADMINISTRATOR as required, or to others upon  
20 the approval of ADMINISTRATOR.

21 10.7.4 Items in the physical case records may include, but are  
22 not limited to, the following:

- 23 10.7.4.1 Assessment report;
- 24 10.7.4.2 WTW Plans;
- 25 10.7.4.3 All Notices of Action;
- 26 10.7.4.4 Documentation of services provided,  
27 including contacts with, and on behalf of, participants, general observations  
28 etc;



1 10.7.4.5 Documentation of service providers working  
2 with the participant or members of the participant's family, including  
3 payments made to the provider;

4 10.7.4.6 Child care arrangements/documentation;

5 10.7.4.7 Documentation/justification for Supportive  
6 Services;

7 10.7.4.8 Documentation of participation hours;

8 10.7.4.9 Documentation regarding any cooperation  
9 issues, cause determinations, and recommended sanctions;

10 10.7.4.10 Attendance and progress reports, including  
11 those from service providers;

12 10.7.4.11 Family composition;

13 10.7.4.12 Employment information and employment  
14 retention tracking;

15 10.7.4.13 Documentation of increases in earnings;

16 10.7.4.14 Release forms required for collateral  
17 contacts;

18 10.7.4.15 Documentation of language needs and how  
19 they were resolved;

20 10.7.4.16 Copies of the Rights and Responsibilities  
21 form, and other forms and documents required per COUNTY Policy; and

22 10.7.4.17 Medical verifications.

23 10.8 Hours of Operation

24 10.8.1 CONTRACTOR shall provide service hours that are responsive  
25 to the needs of the target population in the region, as determined by  
26 ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services during  
27 business days Monday through Friday, from 8:00 a.m. to 5:00 p.m., except  
28 COUNTY holidays as established by the Orange County Board of Supervisors

1 COUNTY holidays excluded. In addition, CONTRACTOR shall address the any  
2 expanded work hours of operation during the evening and on weekends that may  
3 will be required to provide services to Participants.

4 10.8.2 CONTRACTOR shall maintain a holiday schedule consistent  
5 with COUNTY's holiday schedule: New Year's Day, Martin Luther King Day,  
6 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
7 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
8 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written  
9 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday  
10 schedule. Any unauthorized closure shall be deemed a material breach of this  
11 Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

12 10.9 Handling Complaints

13 10.9.1 CONTRACTOR shall develop, operate, and maintain procedures  
14 for receiving, investigating and responding to provider and Participant  
15 complaints, including Civil Rights complaints, requests for COUNTY reviews,  
16 negative comments and other complaints relating to services provided under  
17 this Agreement. ~~WTW Case Management Services~~

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

24 10.9.3 For Civil Rights complaints, refer to Subparagraph 9.6.2  
25 of this Agreement.

26 10.9.4 When CONTRACTOR believes any complaint may have legal  
27 implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint  
28 immediately to ADMINISTRATOR prior to responding to the complaint. In the

1 event any such complaint pertains to an injury or property damage, CONTRACTOR  
2 shall follow the provisions as set forth in Subparagraph 14.1 of this  
3 Agreement. ~~CONTRACTOR shall identify issues with potential legal~~  
4 ~~implications, and review any such cases with ADMINISTRATOR prior to responding~~  
5 ~~to the complaints.~~

6 10.9.5 CONTRACTOR shall provide to ADMINISTRATOR, in a form  
7 approved by ~~the~~ ADMINISTRATOR, information pertaining to complaints, as well  
8 as ~~the~~ CONTRACTOR's response to any complaints as described above within ten  
9 (10) business days of the complaint. CONTRACTOR shall provide a summary of all  
10 complaints and/or negative comments as prescribed and on a format approved by  
11 ADMINISTRATOR. Complaints include, but are not limited to, complaints from  
12 clients, other COUNTY contracted service providers, community organizations,  
13 and the public.

#### 14 10.10 Formal Grievance Process and State Hearing

15 10.10.1 CONTRACTOR shall inform each pParticipant of his/her  
16 grievance, State Hearing and Civil Rights, and of his/her right to request a  
17 review by a COUNTY worker should the pParticipant disagree with an action made  
18 by ~~the~~ CONTRACTOR.

19 10.10.2 Grievance Rights and Civil Rights notices, in multiple  
20 languages, shall be posted in WTW office(s) where all pParticipants can easily  
21 see them, in accordance with SubParagraph 9.6 of this Agreement.

22 10.10.3 CONTRACTOR shall attend COUNTY Formal Grievance Hearings  
23 and State Hearings as needed, and comply with the decisions of the Hearing  
24 Officers. All actions involving the Formal Grievance Process and State  
25 Hearings shall be properly documented.

#### 26 10.11 Welfare Fraud Investigation Referrals

27 If CalWORKs eligibility or Supportive Services payment fraud is  
28 suspected, either by the WTW pParticipant or a service provider, CONTRACTOR

1 staff shall inform the appropriate OSW or ISW designated COUNTY staff to  
2 initiate the referral.

3 10.12 Outside Contacts

4 CONTRACTOR shall:

5 10.12.1 ~~CONTRACTOR shall immediately inform ADMINISTRATOR of any~~  
6 ~~inquiry from an elected official, their representative, participant advocate,~~  
7 ~~or the press, and immediately provide information in order to permit~~  
8 ~~ADMINISTRATOR to respond.~~

9 10.12.2 ~~CONTRACTOR shall consult with ADMINISTRATOR prior to~~  
10 ~~initiating contact with an elected official and/or their representative,~~  
11 ~~participant advocate(s), or the press.~~

12 10.12.3 Immediately inform ADMINISTRATOR of any inquiry from an  
13 elected official, their representative, participant advocate, or the press,  
14 and immediately provide information in order for ADMINISTRATOR to respond.

15 10.12.4 Consult with ADMINISTRATOR prior to initiating contact  
16 with a participant advocate or the press.

17 10.12.5 Inform ADMINISTRATOR prior to initiating contact with an  
18 elected official or their representative.

19 10.13 Facilities

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

24 10.14 Equipment and Furnishings

25 10.14.1 ADMINISTRATOR will purchase and install all necessary data  
26 processing equipment, including personal computers.

27 10.14.2 ADMINISTRATOR will provide sufficient training to  
28 CONTRACTOR staff regarding use and maintenance of imaged and electronic case

1 records.

2 10.14.3 CONTRACTOR shall use computer information systems provided  
3 by ADMINISTRATOR for entering and retrieving data, monthly reporting of work  
4 participation hours, updating the status and end dates of participant  
5 activities, and any other information as required by ADMINISTRATOR.  
6 CONTRACTOR shall ensure that their personnel understand the uses of the  
7 computer information systems and will follow the related procedures to be  
8 monitored through supervisory reviews and case audits.

9 10.14.4 CONTRACTOR must inform ADMINISTRATOR of any employment  
10 terminations or new hires so that ADMINISTRATOR's Information Technology  
11 Services may take appropriate action within specified timeframes.

12 11. BUDGET

13 The budget for services provided pursuant to Exhibit A of this Agreement  
14 shall span ~~thirty-six (36)~~ twelve (12) months and is set forth as follows:

15 Budget for Period of July 1, 2011 through June 30, 2012

16 Line Items

17 SALARIES AND EMPLOYEE BENEFITS:

	Maximum			
	Hourly	Monthly	FTEs <sup>(2)</sup>	Amount <sup>(3)</sup>
<u>Direct Service Positions:</u>	<u>Rate<sup>(1)</sup></u>	<u>Salary</u>	<u>+</u>	
Supervisor	24.88	4,313	-6.00	298,072
Lead Case Manager	23.45	4,065	-5.00	218,231
Case Manager	20.33	3,524	42.00	1,528,716
Office Assistant	15.11	2,619	-5.00	149,684
Vacancy Factor				(96,079)
<del>Subtotal Direct Service Positions</del>			58.00	2,098,624
<del>Benefits<sup>(4)</sup> (28.32%)</del>				592,751
<del>Subtotal Direct Service Positions and Benefits</del>				\$2,691,375

24 Administrative Positions<sup>(5)</sup>

1	Performance Management and Oversight	74.52	12,917	-.20	29,526
2	Project Director	48.78	8,455	1.00	101,455
3	Human Resources	33.31	5,774	-.50	34,642
4	Operations Manager II	35.65	6,179	1.00	71,363
5	Operations Manager I	35.65	6,179	1.00	65,650
6	Staff Development Specialist	24.65	4,273	3.00	143,490
7	Finance Manager	44.16	7,654	-.50	45,926
8	Subtotal Administrative Salaries				492,052
9	Benefits <sup>(4)</sup> (28.32%)			-7.20	141,015
10	Subtotal Administrative Salaries and Benefits				\$ 633,067
11	<hr/>				
12	TOTAL SALARIES & EMPLOYEE BENEFITS				\$3,324,442
13	<hr/>				
14	Services and Supplies				
15	Independent Audit				22,000
16	Telephone				3,832
17	Travel Expense <sup>(6)</sup>				8,388
18	Printing & Graphics				679
19	Express Mail				2,957
20	Postage				25,813
21	Office Supplies				32,917
22	Severance				2,667
23	Bilingual Bonus <sup>(7)</sup>				20,833
24	Other Misc Expenses <sup>(8)</sup>				31,971
25	Employee Bonuses <sup>(9)</sup>				117,074
26	Service Delivery Innovations <sup>(10)</sup>				12,395
27	TOTAL PROGRAM EXPENSES				281,526
28	INDIRECT COSTS				
29	Overhead (9.68%) <sup>(11) (14)</sup>				321,782
30	General & Administrative (15.41%) <sup>(12) (14)</sup>				605,267
31	Contractor's Fee <sup>(13)</sup>				317,316
32	TOTAL INDIRECT COSTS				1,244,365
33	TOTAL ACTUAL ALLOWABLE COSTS				4,850,333

1 ~~TOTAL ACTUAL ALLOWABLE COSTS for July~~  
 2 ~~1, 2011 through June 30, 2012~~ \$4,850,333

3 Budget for Period of July 1, 2012 through June 30, 2013

4 Line Items

5 SALARIES AND EMPLOYEE BENEFITS:

	Maximum			
	Hourly	Monthly	FTEs <sup>(2)</sup>	Amount <sup>(3)</sup>
<u>Direct Service Positions:</u>	<u>Rate<sup>(1)</sup></u>	<u>Salary</u>	<u>→</u>	<u>→</u>
Supervisor	25.25	4,377	-6.00	302,543
Lead Case Manager	24.15	4,187	-5.00	221,505
Case Manager	20.94	3,630	42.00	1,551,647
Office Assistant	15.34	2,658	-5.00	151,929
Vacancy Factor				-(97,520)
Subtotal Direct Service Positions			58.00	2,130,104
Benefits <sup>(4)</sup> (28.32%)				587,565
Subtotal Direct Service Positions and Benefits				\$2,717,669

15 Administrative Positions<sup>(5)</sup>

Performance Management and Oversight	75.64	13,111	-.20	29,969
Project Director	49.51	8,581	1.00	102,977
Human Resources	33.81	5,860	-.50	35,162
Operations Manager II	36.18	6,272	1.00	72,433
Operations Manager I	36.18	6,272	1.00	66,635
Staff Development Specialist	25.02	4,337	2.00	97,095
Finance	44.82	7,769	-.50	46,614
Subtotal Administrative Salaries			-6.20	450,885
Benefits <sup>(4)</sup> (28.32%)				143,155
Subtotal Administrative Salaries and Benefits				\$ 594,041

25 TOTAL SALARIES & EMPLOYEE BENEFITS \$3,311,710

26 Services and Supplies

27 Independent Audit 22,330

1	Telephone	3,889
2	Travel Expense <sup>(6)</sup>	8,514
3	Printing & Graphics	689
4	Express Mail	3,001
5	Postage	26,201
6	Office Supplies	33,411
7	Severance	2,707
8	Bilingual Bonus <sup>(7)</sup>	21,146
9	Other Misc Expenses <sup>(8)</sup>	44,396
10	Employee Bonuses <sup>(9)</sup>	116,626
11	Service Delivery Innovations <sup>(10)</sup>	12,581
12	TOTAL PROGRAM EXPENSES	295,491
13	<u>INDIRECT COSTS</u>	
14	Overhead (9.68%) <sup>(11) (14)</sup>	320,549
15	General & Administrative	
16	(15.41%) <sup>(12) (14)</sup>	605,267
17	Contractor's Fee <sup>(13)</sup>	317,316
18	TOTAL INDIRECT COSTS	1,243,132
19	TOTAL ACTUAL ALLOWABLE	
20	COSTS	4,850,333
21	TOTAL ACTUAL ALLOWABLE COSTS for July	
22	1, 2012 through June 30, 2013	\$4,850,333

Budget for Period of July 1, 2013 through June 30, 2014

19	<u>Line Items</u>				
20	<u>SALARIES AND EMPLOYEE BENEFITS:</u>				
21		Maximum			
22		Hourly	Monthly	FTEs <sup>(2)</sup>	
23	<u>Direct Service Positions:</u>	<u>Rate<sup>(1)</sup></u>	<u>Salary</u>	→	<u>Amount<sup>(3)</sup></u>
24	Supervisor	25.63	4,443	6.00	307,081
25	Lead Case Manager	24.88	4,312	6.00	274,827
26	Case Manager	21.57	3,738	40.00	1,487,423
27	Office Assistant	15.57	2,698	5.00	154,208
28	Vacancy Factor				(97,080)
29	-Subtotal Direct Service Positions			57.00	2,126,459
30	Benefits <sup>(4)</sup> (28.32%)				602,300
31	Subtotal Direct Service Positions				\$2,728,759



and Benefits

Administrative Positions<sup>(5)</sup>

<del>Performance Management and Oversight</del>	<del>76.77</del>	<del>13,307</del>	<del>-.20</del>	<del>30,419</del>
Project Director	50.25	8,710	1.00	104,521
Human Resources	34.32	5,949	-.29	20,693
<del>Administrative and Performance Manager</del>	<del>33.65</del>	<del>5,834</del>	<del>1.00</del>	<del>70,000</del>
Operations Manager II	36.73	6,366	1.00	73,519
Operations Manager I	36.73	6,366	1.00	67,634
Staff Development Specialist	25.40	4,402	2.00	98,551
Finance	45.49	7,885	.18	17,311
Subtotal Administrative Salaries			-6.60	482,648
Employee Benefits <sup>(4)</sup> (28.32%)				136,706
Subtotal Administrative Salaries and Benefits				\$619,354

~~\_\_\_\_\_~~ TOTAL SALARIES & EMPLOYEE BENEFITS \$3,348,113

Services and Supplies

Independent Audit				22,665
Telephone				3,948
Travel Expense <sup>(6)</sup>				8,642
Printing & Graphics				3,199
Express Mail				3,046
Postage				20,594
Office Supplies				33,912
Severance				2,747
Bilingual Bonus <sup>(7)</sup>				21,463
Other Misc Expenses <sup>(8)</sup>				13,462
Employee Bonuses <sup>(9)</sup>				116,779
Service Delivery Innovations <sup>(10)</sup>				5,083
TOTAL PROGRAM EXPENSES				\$255,540
<u>INDIRECT COSTS</u>				
Overhead (9.68%) <sup>(11) (14)</sup>				324,097

1	General & Administrative (15.41%) <sup>(12)</sup> <sup>(14)</sup>	605,267
2	Contractor's Fee <sup>(13)</sup>	317,316
3	TOTAL INDIRECT COSTS	1,246,680
4	TOTAL ACTUAL ALLOWABLE COSTS	4,850,333
5	TOTAL ACTUAL ALLOWABLE COSTS for July 1, 2013 through June 30, 2014	\$4,850,333
6	Total Maximum Obligation for the period of July 1, 2011 through June 30, 2014	\$14,550,999

Budget for Period of July 1, 2014 through June 30, 2015

		Line Items	
<u>SALARIES AND EMPLOYEE BENEFITS:</u>			
	Maximum Hourly Rate <sup>(1)</sup>	FTEs <sup>(2)</sup>	Amount <sup>(3)</sup>
<u>Direct Service Positions:</u>			
Supervisor	26.01	8.00	421,816.93
Lead Case Manager	25.25	8.00	370,596.19
Case Manager	21.89	51.00	1,908,701.81
Office Assistant	15.80	4.00	127,094.96
Vacancy Factor			(141,410.49)
Subtotal Direct Service Positions		71.00	2,686,799.40
Benefits <sup>(4)</sup> (30.28%)			813,562.85
Subtotal Direct Service Positions and Benefits			\$3,500,362.25
<u>Administrative Positions <sup>(5)</sup></u>			
Performance Management and Oversight	101.44	.10	21,100.00
Project Director	51.77	1.00	107,676.00
Human Resources	34.90	.10	7,260.00
HR Specialist	21.30	1.00	43,660.00
Administrative and Performance Manager	34.15	1.00	70,000.00
Operations Manager II	37.28	1.00	75,744.00
Operations Manager I	37.28	1.00	69,684.00

1	Staff Development Specialist	25.78	3.00	137,002.32
2	Finance Manager	47.88	.25	24,900.00
	Subtotal Administrative Salaries		8.45	557,026.32
3	Employee Benefits <sup>(4)</sup> (30.28%)			168,667.56
4	Subtotal Administrative Salaries and Benefits			\$ 725,693.88
5				
6	TOTAL SALARIES & EMPLOYEE BENEFITS			\$4,226,056.13

7 Services and Supplies

8	Independent Audit			0
9	Telephone			7,500.00
10	Travel Expense <sup>(6)</sup>			12,250.00
11	Printing & Graphics			1,150.00
12	Express Mail			4,500.00
13	Postage			16,000.00
14	Office Supplies			46,500.00
15	Bilingual Bonus <sup>(7)</sup>			25,250.00
16	Other Misc Expenses <sup>(8)</sup>			27,300.00
17	Employee Bonuses <sup>(9)</sup>			154,787.25
18	Service Delivery Innovations <sup>(10)</sup>			5,000.00
19	TOTAL PROGRAM EXPENSES			300,237.25

20 INDIRECT COSTS

21	Overhead (10.12%) <sup>(11)</sup> <sup>(14)</sup>			427,676.88
22	General & Administrative (19.09%) <sup>(12)</sup> <sup>(14)</sup>			945,712.92
23	Contractor's Fee <sup>(13)</sup>			412,977.82
24	TOTAL INDIRECT COSTS			1,786,367.62

25 Total Maximum Obligation for July 1,  
26 2014 through June 30, 2015 \$6,312,661.00

27 (1) Maximum hourly rates which will be permitted during the term of this Agreement;  
28 employees may be paid at less than maximum rate.

(2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of  
time (stated as a percentage) each position will be providing services under the

1 terms of this Agreement. This percentage is based upon a 40-hour work week. For  
2 salaried employees, FTE is defined as the amount of time (stated as a  
3 percentage) the position will be paid for under the terms of this Agreement,  
4 regardless of the number of hours actually worked.

- 5 (3) Total salaries are calculated on average hourly rates for positions with average  
6 hourly rates and on maximum hourly rates for positions with no average hourly  
7 rates.
- 8 (4) Employee Benefits include 401k contributions; health, dental, life and  
9 disability insurance; and miscellaneous benefits. Also included are payroll  
10 taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and  
11 Worker's Compensation Tax, based on the currently prevailing rates, not to  
12 exceed ~~28.3~~ thirty point twenty-eight percent (30.28%) of actual allowable costs  
13 of direct and administrative salaries.
- 14 (5) Administrative positions are defined as all other classifications either higher  
15 than first line supervisors or positions not providing services to clients.  
16 Administrative positions higher than first line supervisors must be specified as  
17 either salaried or hourly positions.
- 18 (6) Mileage is limited to the amount allowed by the United States Internal Revenue  
19 Service.
- 20 (7) Bilingual staff incentive payments are ~~fifty-five percent~~ 55% of Direct Services  
21 Staff FTEs at \$0.38 per hour.
- 22 (8) Other includes costs of customary ongoing recruiting costs; Trade, Business and  
23 Professional activities; and other allowable and necessary costs that cannot be  
24 practically classified into a separate category. The amount assigned to this  
25 category is based upon past experience with the CalWORKs Program.
- 26 (9) Employee Bonuses are calculated at ~~four point five~~ percent (4.5%) of salaries.  
27 Contractor will utilize the performance bonus as reward and recognition for  
28 those employees who meet/exceed performance requirements **or** program objectives.
- (10) Service Delivery Innovations, which include MAX Job Search, Family Resource  
Forum, and Keep-in-Touch Kit, and must be pre-approved by ADMINISTRATOR.
- (11) Estimated Overhead not to exceed ~~nine point six eight~~ ten point twelve percent  
(~~9.68~~10.12%) of actual allowable costs for salaries and employees benefits.  
CONTRACTOR shall provide supporting documentation upon request by ADMINISTRATOR.
- (12) Estimated General and Administrative Costs not to exceed ~~fifteen point forty one~~  
~~nineteen point nine~~ percent (~~15.41~~ 19.9%) of actual allowable costs for the  
following: salaries, employee benefits, other program costs, and CONTRACTOR's  
fee.
- (13) CONTRACTOR's fee not to exceed ~~\$951,948~~ 412,977.82 for the period of July 1,  
2011 2014 through June 30, 2014 2015, to be reimbursed in arrears in ~~thirty six~~  
(~~36~~) twelve (12) equal payments, provided that the total amount paid, including  
actual allowable costs specified in Paragraph 11 of this Exhibit A does not  
exceed the Maximum Obligation specified in Paragraph 20.1.

1 (14) In the event CONTRACTOR obtains a Federally approved indirect cost rate during  
2 the term of this Agreement, such cost rate shall be applied effective the date  
3 specified by the Federal government. If the Federal government specifies no  
4 effective date, then the rate shall apply retroactively to the amount expended  
5 under the Agreement subject to the limitations set forth in Paragraph 11 of this  
6 Exhibit A. In the event there is no Federally approved indirect cost rate  
7 during the term of this Agreement, the indirect rate established by the  
8 independent indirect rate audit for the periods of October 1, 2010 2013 through  
9 September 30, 2011 2014, and October 1, 2011 2014 through September 30, 2012  
10 2015, and October 1, 2012 through September 30, 2013, shall be applied to the  
11 corresponding period for all funds expended under this Agreement.

12 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
13 notice, to add, delete or modify line items and/or amounts and/or the number  
14 and type of FTE positions without changing COUNTY's maximum obligation as  
15 stated in Subparagraph 20.1 19.1 of this Agreement or reducing the level of  
16 service to be provided by CONTRACTOR. Further, in accordance with  
17 Subparagraph 42.3 41.3 of this Agreement, in the event ADMINISTRATOR reduces  
18 the maximum obligation as stated in Subparagraph 19.1 20.1, CONTRACTOR and  
19 ADMINISTRATOR may mutually agree in writing to proportionately reduce the  
20 service goals as set forth in this of Exhibit A.

## 21 12. CONTRACTOR STAFF

### 22 12.1 Recruitment and Hiring Practices

23 12.1.1 CONTRACTOR shall use a formal recruitment plan, which  
24 complies with Federal and State employment and labor regulations. CONTRACTOR  
25 shall hire staff with the education and experience necessary to appropriately  
26 perform all functions required under this Agreement.

27 12.1.2 ~~CONTRACTOR's employment applications shall require applicants to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of any applicant shall be cause for termination of that employee.~~

28 12.1.3 Should CONTRACTOR require additional or replacement

1 personnel after the effective date of ~~this~~ the Agreement, CONTRACTOR shall  
2 give priority consideration for such employment opening to laid-off or  
3 displaced COUNTY employees who meet ~~the~~ CONTRACTOR's minimum qualifications.

4 12.1.4 CONTRACTOR shall also give priority consideration to  
5 qualified job-ready WTW pParticipants when filling vacant positions funded by  
6 ~~the~~ this Agreement. Participants hired by CONTRACTOR shall be offered full  
7 employee benefits, including participation in any applicable bonus plan(s).

8 12.2 Personnel Records:

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

12 12.2.1 A complete employment application;

13 12.2.2 Documentation of pre-employment reference checks;

14 12.2.3 Documentation of a California Department of Motor Vehicles  
15 (DMV) identification;

16 12.2.4 Periodic written performance evaluations;

17 12.2.5 Documentation of attendance and content of in-service  
18 training provided to employee;

19 12.2.6 Confidentiality statement; and

20 12.2.7 Child and elder abuse reporting requirements.

21 12.3 Staff Training:

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

1           12.3.2 ADMINISTRATOR will provide program policies and  
2 operational procedures to ~~the~~ CONTRACTOR during start-up, and subsequently as  
3 these materials are revised or new policies are developed. Program and  
4 operational policies, procedures and forms provided by ADMINISTRATOR must be  
5 used by CONTRACTOR when training ~~their~~ its staff.

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

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

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

28           12.3.6 CONTRACTOR shall ensure that CONTRACTOR staff, ~~as~~

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

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

7 13. STAFF POSITIONS

8 CONTRACTOR shall provide the following described staff positions:

9 13.1 Case Manager Supervisor

10 13.1.1 Duties:

11 13.1.1.1 Supervise Case Management staff; provide  
12 administrative and technical supervision to CalWORKs direct services staff;  
13 plan, assign, supervise, and evaluate Case Managers; and monitor interactions  
14 between the Case Managers and ~~p~~Participants during interviews, group  
15 ~~e~~Orientations, and other face-to-face contact.

16 13.1.1.2 Review case records and WTW Plans for  
17 completeness, accuracy, consistency, conformity with ~~COUNTY Policy~~ with  
18 ~~CalWORKs laws, regulations, and policies~~ and proper case management practices;  
19 and discuss cases with the Case Managers to suggest and recommend methods of  
20 resolving issues.

21 13.1.1.3 Meet and maintain relationships with  
22 service providers to resolve difficulties; assist Case Managers in reconciling  
23 ~~p~~Participants' disputes with service providers' and/or agency policies; and  
24 participate in grievance hearings.

25 13.1.1.4 Utilize computer information system(s) to  
26 monitor and evaluate staff performance; supervise the preparation of reports  
27 by subordinate staff; and ensure that Case Managers meet their projected  
28 participation goals and other requirements such as ~~p~~Participant contacts.



1 13.1.1.5 Perform other duties as may be assigned by  
2 management.

3 13.1.2 Qualifications:

4 13.1.2.1 Bachelor's degree from an accredited  
5 college or university, preferably in a human services related field, or  
6 equivalent four (4) years of supervisor experience in employment services, or  
7 human services.

8 13.1.2.2 Minimum of eighteen (18) months of work  
9 experience in business, social services, education, community based  
10 organizations, or related fields that demonstrates knowledge and abilities  
11 required; of which a minimum of one (1) year must be in a supervisory or lead  
12 role position.

13 13.1.2.3 ~~In addition, a minimum of eighteen (18)~~  
14 ~~months of experience in business, education, social services agencies, and/or~~  
15 ~~community groups~~ Competent in the use of personal computers and knowledgeable  
16 in the use of word processing and spreadsheet programs such as Microsoft Word  
17 and Excel.

18 13.1.2.4 Possess excellent organizational,  
19 interpersonal, written, and verbal communication skills; ability to perform  
20 comfortably in a fast-paced, deadline-oriented work environment; ability to  
21 successfully execute many complex tasks simultaneously; and ability to work as  
22 a team member, as well as independently. Bilingual capabilities in Spanish or  
23 Vietnamese preferred.

24 13.2 Lead Case Manager

25 13.2.1 Duties:

26 13.2.1.1 Manage a caseload of CalWORKs  
27 participants in working towards the goal of self-sufficiency and unsubsidized  
28 employment under the Case Manager Supervisor's direction; provide

1 Participants with a clear understanding of the CalWORKs/WTW program and  
2 services; and provide encouragement and support to Participants to ensure  
3 successful participation in each step/component of the CalWORKs/WTW program.

4 13.2.1.2 Serve as the primary linkage between the  
5 Participant and program services; provide continuous motivation to keep the  
6 Participant moving toward employment goals; and interview Participants to  
7 elicit basic program information for entry into the computer information  
8 system(s).

9 13.2.1.3 Review Participant information for  
10 exemption from the CalWORKs/WTW program and good cause for non-participation.

11 13.2.1.4 Advise the Participant of program choices  
12 and refer them to the appropriate CalWORKs/WTW Activity component based on  
13 Participant evaluation, and CalWORKs/WTW Policies and Procedures; and  
14 authorize the appropriate level of Supportive Services after securing required  
15 documentation.

16 13.2.1.5 Monitor progress of the Participant  
17 through the CalWORKs/WTW program; conduct good cause determination; and  
18 maintain accurate case records for the Participant, both hard copy and in the  
19 computer information system(s).

20 13.2.1.6 Direct the unit in the Case Manager  
21 Supervisor's absence; assist in performing case reviews; assist in training  
22 new staff, including one-on-one training of new or under-performing staff;  
23 attend meetings on behalf of the Case Manager Supervisor; and handle a  
24 caseload including more difficult or complex cases.

25 13.2.1.7 Perform other duties as may be assigned by  
26 management.

27 13.2.2 Qualifications:

28 13.2.2.1 Bachelor's degree from an accredited

1 college or university, preferably in a human services related field, or  
2 equivalent ~~four (4)~~ years of experience in employment services, or human  
3 services.

4 13.2.2.2 Minimum of nine (9) months work experience  
5 required in social services, business, education, community based  
6 organizations, or related fields that demonstrates knowledge and abilities  
7 required. ~~In addition, nine (9) months of experience in business, education,  
8 social services agencies, and/or community groups.~~

9 13.2.2.3 Competent in the use of personal computers  
10 and knowledgeable in the use of word processing and spreadsheet programs such  
11 as Microsoft Word and Excel. Bilingual capabilities in Spanish or Vietnamese  
12 preferred.

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

### 18 13.3 Case Manager

#### 19 13.3.1 Duties:

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

26 13.3.1.2 Serve as the primary linkage between the  
27 participant and program services; provide continuous motivation to keep the  
28 participant moving toward employment goals; and interview participants to

1 elicit basic program information for entry into the computer information  
2 system(s).

3 13.3.1.3 Review participant information for  
4 exemption from the CalWORKs/WTW program and good cause for non-participation.

5 13.3.1.4 Advise the participant of program choices  
6 and refer them to the appropriate CalWORKs/WTW Activity component based on  
7 participant evaluation, and CalWORKs/WTW Policies and Procedures; and  
8 authorize the appropriate level of Supportive Services after securing the  
9 required documentation.

10 13.3.1.5 Monitor progress of the participant  
11 through the CalWORKs/WTW program; conduct good cause determination; and  
12 maintain accurate case records for the participant, both hard copy and in the  
13 computer information system(s).

14 13.3.1.6 Perform other duties as may be assigned by  
15 management.

16 13.3.2 Qualifications:

17 13.3.2.1 Bachelor's degree from an accredited  
18 college or university, preferably in a human services related field, or  
19 equivalent—four (4) years of experience in employment services, or human  
20 services.

21 13.3.2.2 Competent in the use of personal computers  
22 and knowledgeable in the use of word processing and spreadsheet programs such  
23 as Microsoft Word and Excel. Bilingual capabilities in Spanish or Vietnamese  
24 preferred.

25 13.3.2.3 Possess excellent organizational,  
26 interpersonal, written, and verbal communication skills; ability to perform  
27 comfortably in a fast-paced, deadline-oriented work environment; ability to  
28 successfully execute many complex tasks simultaneously; and ability to work as

1 a team member, as well as independently.

2 13.4 Office Assistant

3 13.4.1 Duties:

4 13.4.1.1 Enter data into computer information  
5 systems as required, and provide word processing support to Case Management  
6 staff.

7 13.4.1.2 Handle all incoming and outgoing mail and  
8 telephone correspondence.

9 13.4.1.3 Assist in establishing a ~~CaWORKS~~  
10 ~~p~~Participant case record, and forward the case record to the Case Manager  
11 Supervisor.

12 13.4.1.4 Process and distributes computer  
13 information system(s) generated forms, notices, alerts, and printouts to Case  
14 Management staff and file them as appropriate, in the ~~CaWORKS/WTW~~  
15 ~~p~~Participant case record.

16 13.4.1.5 Provide clerical support to staff such as  
17 word processing and making copies.

18 13.4.1.6 Perform other duties as may be assigned by  
19 management.

20 13.4.2 Qualifications:

21 13.4.2.1 High School diploma, GED, or equivalent  
22 certification, and two (2) years general clerical experience.

23 13.4.2.2 Competent in the use of personal computers  
24 and knowledgeable in the use of word processing and spreadsheet programs such  
25 as Microsoft Word and Excel; knowledge in the use of general office equipment;  
26 typing speed of 40 wpm; experience working with culturally and linguistically  
27 diverse and disadvantaged populations; ~~and the~~ ability to work with the  
28 public; and ability to work as a team member, as well as independently.

1 13.4.2.3 Possess excellent organizational,  
2 interpersonal, written and verbal skills; ability to perform comfortably in a  
3 fast-paced, deadline oriented work environment; and ability to successfully  
4 execute many complex tasks simultaneously.; ~~and ability to work as a team~~  
5 ~~member as well as independently~~

6 13.5 Performance Management and Oversight

7 13.5.1 Duties:

8 13.5.1.1 Maintains up-to-date and accurate  
9 knowledge of all applicable statutes, regulations and contractual  
10 requirements.

11 13.5.1.2 Ensures CONTRACTOR is in compliance, at  
12 all times, with all applicable statutes, regulations, and contractual  
13 requirements.

14 13.5.1.3 Provides oversight of project operations  
15 and deploys resources to address all operational needs; directly supervises  
16 the Project Director; and assists in the creation and implementation of  
17 innovative ideas to enhance WTW CM Case Manager Services service delivery.

18 13.5.1.4 Reviews statistical data and reports to  
19 ensure adequate staffing and scheduling are maintained.

20 13.5.1.5 Ensures contract requirements are  
21 delivered effectively and efficiently.

22 13.5.1.6 Performs other duties as assigned by  
23 management.

24 13.5.2 Minimum Qualifications:

25 13.5.2.1 Bachelor's degree, Master's degree  
26 preferred, from an accredited college or university in Social Welfare,  
27 Business Administration, Public Administration, or in a human services related  
28 field; or equivalent four (4) years of experience in Social Welfare, Business

Administration, Public Administration, or in a human services related field.

13.5.2.2 A minimum of seven ~~Seven (7) to ten (10)~~ years supervisory experience; of which a minimum of three (3) years of project management experience for public welfare programs is preferred; expanded knowledge of health and human service programs; strong skills in managing similar projects for performance and quality control; and proven experience managing budgets for similar projects.

13.5.2.3 Experienced and articulate in public speaking and presentation skills.

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

## 13.6 Project Director

### 13.6.1 Duties:

13.6.1.1 Oversee all segments of project operations and deploy resources to address all operational needs; directly supervise the Operations Manager I, Operations Manager II, Finance, Human Resources, and Administrative and Performance Manager; and provide fiscal oversight.

13.6.1.2 Monitor the achievement of performance goals and objectives; monitor all quality assurance and quality control activities; and develop and maintain effective communication with ADMINISTRATOR.

### 13.6.2 Minimum Qualifications:

13.6.2.1 Bachelor's degree, Master's degree preferred, from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related

1 field- or equivalent four (4) years of experience in Social Welfare, Business  
2 Administration, Public Administration, or in a human services related field.

3 13.6.2.2 A minimum of five (5) ~~Seven (7) to ten~~  
4 ~~(10)~~ years supervisory experience; of which three (3) years of project  
5 management experience for public welfare programs is preferred; expanded  
6 knowledge of health and human service programs; strong skills in managing  
7 similar projects for performance and quality control; and proven experience  
8 managing budgets for similar projects.

9 13.6.2.3 Experienced and articulate in public  
10 speaking and presentation skills.

11 13.6.2.4 Must possess exceptional organizational,  
12 interpersonal, written, and verbal communication skills; ability to  
13 comfortably perform in a fast-paced, deadline-oriented work environment;  
14 ability to successfully execute many complex tasks simultaneously; and ability  
15 to work as a team member, as well as independently.

## 16 13.7 Human Resources

### 17 13.7.1 Duties:

18 13.7.1.1 Provide direct supervision of the HR  
19 Specialist;

20 13.7.1.2 Perform human resources activities and  
21 internal office support functions under the general direction of the Project  
22 Director;

23 13.7.1.3 Oversee the project's recruiting and  
24 hiring efforts;

25 13.7.1.4 Ensure compliance with Equal Employment  
26 Opportunity, Americans with Disability Act, and other applicable personnel  
27 requirements;

28 13.7.1.5 Maintain the personnel records and filing



1 system; and conduct new employee orientation and employee exit interviews;

2 13.7.1.6 Process confidential documents; and

3 13.7.1.7 Perform employee benefits and payroll  
4 functions.

5 13.7.2 Qualifications:

6 13.7.2.1 Bachelor's degree from an accredited  
7 college or university in Business Administration, or four (4) years experience  
8 in Human Resources or a related field; or four (4) years experience in a  
9 highly responsible administrative or staff capacity in the analysis and  
10 resolution of problems related to project management, organization, personnel,  
11 or systems and procedures.

12 13.7.2.2 Possess personal computer skills and the  
13 ability to quickly learn software applications, and knowledge in the use of  
14 other general office equipment.

15 13.7.2.3 Highly developed organizational,  
16 interpersonal, written, and verbal communication skills; ability to perform  
17 comfortably in a fast-paced, deadline-oriented work environment; ability to  
18 successfully execute many complex tasks simultaneously; and ability to work as  
19 a team member, as well as independently.

20 13.8 Operations Manager II

21 13.8.1 Duties:

22 13.8.1.1 Provide management oversight and direct  
23 supervision of Case Manager Supervisors.

24 13.8.1.2 Oversee the day-to-day management of all  
25 aspects of program operation, daily project operations and monitor to make  
26 certain compliance with project goals, including Work Participation Rates  
27 (WPR), Employment, Sanction Reduction, and key performance measures.

28 13.8.1.3 Develop and maintain effective

1 communication with ADMINISTRATOR.

2 13.8.1.4 Ensure administration of the CalWORKs  
3 program in compliance with COUNTY, State, and Federal requirements.

4 13.8.1.5 Recruit, supervise, and manage all WTW  
5 Case Management staff.

6 13.8.1.6 Develop and monitor achievement of project  
7 goals, objectives, and achievement of staff performance goals.

8 13.8.1.7 Assist and support staff training.

9 13.8.1.8 Develop relationships with community  
10 organizations to strengthen CalWORKs WTW objectives.

11 13.8.2 Qualifications:

12 13.8.2.1 Bachelor's degree from an accredited  
13 college or university, preferably in a human services related field, or  
14 equivalent four (4) years of experience in employment services or human  
15 services. ~~two (2) years human services; and at least two (2) years~~  
16 ~~supervisory experience~~

17 13.8.2.2 Minimum of three (3) years of work  
18 experience in business, social services, education, community based  
19 organizations, or related fields that demonstrates knowledge and abilities  
20 required; of which a minimum of two (2) years must be in a supervisory role.

21 13.8.2.3 Competent in the use of personal computers  
22 and knowledgeable of all MS Office applications.

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

28 13.9 Operations Manager I

1                   13.9.1 Duties:

2                   13.9.1.1       Provide management oversight and direct  
3 supervision of Case Manager Supervisors.

4                   13.9.1.2       Oversee the day-to-day management of all  
5 aspects of program operation, daily project operations and monitor to make  
6 certain compliance with project goals, including Work Participation Rates  
7 (WPR), Employment, Sanction Reduction, and key performance measures.

8                   13.9.1.3       Develop and maintain effective  
9 communication with ADMINISTRATOR.

10                  13.9.1.4       Ensure administration of the CalWORKs  
11 program in compliance with COUNTY, State, and Federal requirements.

12                  13.9.1.5       Recruit, supervise, and manage all WTW  
13 Case Management staff.

14                  13.9.1.6       Develop and monitor achievement of project  
15 goals, objectives, and achievement of staff performance goals.

16                  13.9.1.7       Assist and support staff training.

17                  13.9.1.8       Develop relationships with community  
18 organizations to strengthen CalWORKs WTW objectives.

19                   13.9.2 Qualifications:

20                  13.9.2.1       Bachelor's degree from an accredited  
21 college or university, preferably in a human services related field. ~~or~~  
22 ~~equivalent~~ four (4) years of experience in employment services or human  
23 services. ~~two (2) years human services and at least two (2) years supervisory~~  
24 ~~experience~~

25                  13.9.2.2       Minimum of three (3) years of work  
26 experience in business, social services, education, community based  
27 organizations, or related fields that demonstrates knowledge and abilities  
28 required; of which a minimum of two (2) years must be in a supervisory role.

1 13.9.2.3 Competent in the use of personal computers  
2 and knowledgeable of all MS Office applications.

3 13.9.2.4 Possess excellent organizational,  
4 interpersonal, written, and verbal communication skills; ability to perform  
5 comfortably in a fast-paced, deadline-oriented work environment; ability to  
6 successfully execute many complex tasks simultaneously; and ability to work as  
7 a team member, as well as independently.

8 13.10 Staff Development Specialist

9 13.10.1 Duties:

10 13.10.1.1 Conduct case reviews to ensure quality of  
11 services and compliance with written policies and procedure;

12 13.10.1.2 Provide documentation, including computer  
13 information system updates and service referrals;

14 13.10.1.3 Identify potential problems through case  
15 reviews and CalWIN;

16 13.10.1.4 Provide monitoring, reviews, and data  
17 collection for potential problem areas.

18 13.10.1.5 Collect and report data related to  
19 contract goals and CONTRACTOR's corporate requirements for performance  
20 measurement;

21 13.10.1.6 Monitor case transfers and case assignment  
22 process;

23 13.10.1.7 Ensure case management reports ~~MRM192R~~  
24 ~~Employment Services Caseload Report reconciliation process is completed~~ are  
25 reconciled in a timely and accurate manner.

26 13.10.1.8 Collect, analyze, and interpret  
27 participant surveys to ensure quality customer service;

28 13.10.1.9 Monitor Reception and Office Assistant

1 activities to ensure timeliness and accuracy of services; including answering  
2 the telephone, assisting incoming participants, processing mail and internal  
3 distributions, maintenance of mail logs, correspondence logs, and participant  
4 sign in logs.

5 13.10.1.10 Assist with Equality Assurance Reporting  
6 and provide feedback to project staff;

7 13.10.1.11 Collect and analyze data for staff  
8 evaluations;

9 13.10.1.12 Monitor and ensure participant  
10 confidentiality by signing off the computer system, locking cabinets, and  
11 utilizing a paper shredder.

12 13.10.1.13 Assist with policy development and  
13 implementation in response to Federal, State, and COUNTY legislative and  
14 procedural updates.

15 13.10.1.14 Prepare materials for and conduct new hire  
16 training.

17 13.10.1.15 Perform other duties as may be assigned by  
18 management.

19 13.10.2 Qualifications:

20 13.10.2.1 Bachelor's degree from an accredited  
21 college or university in a human services related field, or equivalent four  
22 (4) years of human services experience; and one (1) year of case management  
23 experience in welfare reform or employment support.

24 13.10.2.2 Ability to analyze data; clearly  
25 communicate in verbal and written form; interact successfully with  
26 ADMINISTRATOR's staff; and possess computer literacy in word processing and  
27 spreadsheet programs such as MS Word, Excel, and other databases.

28 13.10.2.3 Excellent organizational skills; ability

1 to perform comfortably in a fast-paced, deadline-oriented work environment;  
2 ability to successfully execute many complex tasks simultaneously; and ability  
3 to work as a team member, as well as independently.

4 13.11 Finance

5 13.11.1 Duties:

6 13.11.1.1 Develop and prepare budget-tracking  
7 reports to assist the Project Director with the fiscal monitoring of ~~the~~  
8 ~~contract~~ this Agreement to ensure compliance with State and COUNTY  
9 requirements;

10 13.11.1.2 Implement internal controls to support and  
11 ensure the auditing of financial records.

12 13.11.1.3 Prepare, submit, and track the payment of  
13 project invoices to ADMINISTRATOR;

14 13.11.1.4 Maintain a requisition file of all  
15 contract-related purchases and expenditures.

16 13.11.1.5 Serve as liaison to ADMINISTRATOR  
17 regarding the submission of financial reports and back up documents; prepare  
18 requests to ADMINISTRATOR to modify budget line items, when instructed by the  
19 Project Director, and secure approval from ADMINISTRATOR for the expenditure  
20 of funds, as needed.

21 13.11.1.6 Prepare budgets and generate forecasts for  
22 financial and programmatic performance;

23 13.11.1.7 Analyze and summarize financial data as  
24 requested by the Project Director;

25 13.11.1.8 Troubleshoot problems identified in budget  
26 reports, and recommend corrective action to the Project Director.

27 13.11.1.9 Reconcile project financial records with  
28 CONTRACTOR's corporate financial records, and prepare, under direction,

1 proposed budgets for contract renewal.

2 13.11.2 Qualifications:

3 13.11.2.1 Bachelor's degree from an accredited  
4 college or university in accounting, finance, or business administration, or  
5 ~~equivalent~~ four (4) years of experience, ~~and four (4) years experience in~~  
6 ~~accounting, finance, or business administration a similar accounting or~~  
7 ~~financial position.~~

8 13.11.2.2 Minimum of four (4) years of work  
9 experience in a similar accounting or financial position.

10 13.11.2.3 Ability to effectively analyze data and  
11 clearly communicate in verbal and written form, contract and financial  
12 details, and computer literacy with word processing and spreadsheet programs  
13 such as MS Word, Excel, and other data base applications.

14 13.11.2.4 Ability to interact successfully with  
15 COUNTY staff; excellent organizational, interpersonal, written, and verbal  
16 communication skills; ability to perform comfortably in a fast-paced,  
17 deadline-oriented work environment; ability to successfully execute many  
18 complex tasks simultaneously; and ability to work as a team member, as well as  
19 independently.

20 13.12 Administrative and Performance Manager

21 13.12.1 Duties:

22 13.12.1.1 Provide direct supervision of the Staff  
23 Development Specialist.

24 13.12.1.2 Develops and implements planned or  
25 systematic actions/tools necessary to ensure case management services are  
26 performed effectively.

27 13.12.1.3 Oversees compliance with contractual  
28 obligations, identifies program deficiencies and recommends any necessary

1 corrective actions to ensure consistent application of all project and COUNTY  
2 policies and procedures pertinent to the project.

3 13.12.1.4 Ensures the quality of casework per the  
4 quality standards required by ~~the~~ CalWORKs/WTW Policies and Procedures, and  
5 develops and implements internal systems and procedures.

6 13.12.1.5 Analyzes COUNTY performance audits and  
7 provides feedback on findings; performs internal audits to ensure quality of  
8 case management services; and identifies program deficiencies and makes  
9 recommendations for solutions and corrective action.

10 13.12.1.6 Develops and maintains a training program  
11 for Case Management staff and provides ongoing staff training and development.

12 13.12.1.7 Assists the Project Director with day-to-  
13 day project operations, including but not limited to hiring staff; monitoring  
14 of staff performance and recommendations for corrective actions; and  
15 implementing project activities.

16 13.12.1.8 Assists with the day-to-day human resource  
17 duties such as, but not limited to coordinating, scheduling and conducting of  
18 interviews; processing and orientation of new hires; processing confidential  
19 personnel documents; and communicating with ~~Human Capital~~ CONTRACTOR's  
20 corporate offices to ensure proper administration of human resources ~~Human~~  
21 ~~Capital~~ CONTRACTOR's corporate offices processes and procedures.

22 13.12.1.9 Assists with the day-to-day Finance  
23 duties such as, but not limited to, preparing vendor invoices for review and  
24 approval; and communicating with Finance to ensure proper administration of  
25 Finance processes and procedures.

26 13.12.2 Qualifications:

27 13.12.2.1 Bachelor's degree, Master's degree  
28 preferred, from an accredited college or university in Social Welfare,



1 Business Administration, Public Administration, or in a human services related  
2 field; or four (4) years of experience in administrative or staff capacity in  
3 the analysis and resolution of problems related to policies and procedures,  
4 organization, personnel, or systems.

5 13.12.2.2 Competent in the use of personal computers  
6 and knowledgeable of all MS Office applications.

7 13.12.2.3 Possess excellent organizational,  
8 interpersonal, written, and verbal communication skills; ability to perform  
9 comfortably in a fast-paced, deadline-oriented work environment; ability to  
10 successfully execute many complex tasks simultaneously; and ability to work as  
11 a team member, as well as independently.

12 13.13 Human Resources (HR) Specialist:

13 13.13.1 Duties:

14 13.13.1.1 Directs recruitment and hiring efforts to  
15 ensure compliance with CONTRACTOR's policies and contract requirements under  
16 the general direction of Human Resources;

17 13.13.1.2 Ensures compliance with Equal Employment  
18 Opportunity, Americans with Disability Act, and other applicable personnel  
19 requirements;

20 13.13.1.3 Establishes and oversees the employee  
21 performance evaluation process;

22 13.13.1.4 Completes employment verifications;

23 13.13.1.5 Maintains monthly turnover tracking  
24 information and reporting requirements;

25 13.13.1.6 Processes employee separation procedures;

26 and

27 13.13.1.7 Maintains and updates organizational  
28 charts.

1 13.13.2 Qualifications:

2 13.13.2.1 Bachelor's degree from an accredited  
3 college or university preferably in Human Resources, Business Administration,  
4 or Psychology, or four (4) years experience in human resources.

5 13.13.2.2 Knowledge of Federal and State employment  
6 laws.

7 13.13.2.3 Possess experience in conflict and  
8 employee relations resolutions in a human resource context (e.g. grievances,  
9 leading investigations and reporting.)

10 13.13.2.4 Possess personal computer skills and the  
11 ability to quickly learn software applications, and knowledge in the use of  
12 other general office equipment.

13 13.13.2.5 Possess excellent organizational,  
14 interpersonal, written, and verbal communication skills; ability to perform  
15 comfortably in a fast-paced, deadline-oriented work environment; ability to  
16 successfully execute many complex tasks simultaneously; and ability to work as  
17 a team member, as well as independently; ability to work with a culturally and  
18 linguistically diverse population in a courteous and effective manner.

19 ///  
20 ///  
21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT B

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

MAXIMUS HUMAN SERVICES, INC.

A SUBSIDIARY OF MAXIMUS, INC.

FOR THE PROVISION OF CASE MANAGEMENT SERVICES

AGREEMENT TO COMPLY WITH THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY  
INFORMATION TECHNOLOGY SECURITY AND USAGE POLICY

Use of E-mail, Personal Computers, and other Computer Resources Policy

I acknowledge that I have read, understand, and agree to abide by all provisions of the ADMINISTRATOR's Use of E-mail, Personal Computers, and other Computer Resources Policy (I-6) which is attached hereto and incorporated herein by reference. My signature on the aforementioned document shall serve as confirmation of my agreement to stipulations written therein.

Information Security Rules of the Road Training

I acknowledge that I have read and understand the Orange County Social Services Agency Information Security Rules of the Road training presentation which has been provided by ADMINISTRATOR.

Confidentiality Statement

I agree to the confidentiality provisions pursuant to Paragraph 31 of this Agreement. Further I acknowledge and agree to the following:

All written and oral information concerning clients of ADMINISTRATOR is confidential. The term client shall include former, current, and future applicants, recipients, and authorized representatives who have received, are currently receiving, are currently seeking, or in the future will receive services from ADMINISTRATOR. It shall also include all individuals who have been, who currently are, or who are pending potential future investigation in connection with the administration of ADMINISTRATOR's programs.

Information pertaining to ADMINISTRATOR's clients shall not be disclosed to anyone, in or out of the workplace, including other employees, nor shall it be published, or used by any employee, except for purposes directly connected with the administration of ADMINISTRATOR's programs as set forth in the California Welfare and Institutions Code, or pursuant to an order of a

1 judge of the Juvenile Court.

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

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

11 \_\_\_\_\_  
12 Employee's Printed Name

13 \_\_\_\_\_  
14 Employee's Signature

15 \_\_\_\_\_  
16 Date

17 \_\_\_\_\_  
18 Supervisor's Printed Name

19 \_\_\_\_\_  
20 Supervisor's Signature

21 \_\_\_\_\_  
22 Date