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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ACCESS CALIFORNIA SERVICES  
AND  
~~VIETNAMESE COMMUNITY OF ORANGE COUNTY, INC.~~  
OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT  
AND  
THE TIYYA FOUNDATION  
FOR THE PROVISION OF REFUGEE SOCIAL SERVICES

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THIS AGREEMENT, entered into this 1st day of October, ~~2011~~ 2014 which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ACCESS CALIFORNIA SERVICES, a California non-profit corporation; ~~and VIETNAMESE COMMUNITY OF ORANGE COUNTY, INC., a California non-profit corporation~~ OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT, a California non-profit corporation; and THE TIYYA FOUNDATION, a California non-profit corporation, hereinafter collectively referred to as "~~Refugee Social Services Collaborative~~" or "CONTRACTOR." ACCESS CALIFORNIA SERVICES and ~~VIETNAMESE COMMUNITY OF ORANGE COUNTY~~ OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT and THE TIYYA FOUNDATION ~~may~~ ~~shall~~ ~~each~~ also be referred to individually as "CONTRACTOR Partner Agency" or collectively as "CONTRACTOR Partner Agencies." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

1           WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of  
2 Refugee Social Services, which services are intended to assist refugees to  
3 achieve self-sufficiency, maintain family stability, and promote community  
4 integration;

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

7           WHEREAS, such ~~contracts~~ **services** are authorized and provided for  
8 pursuant to the Immigration and Nationality Act, as amended by the Federal  
9 Refugee Act of 1980 (Public Law 96-212), 8 United States Code 1522 (c), and  
10 the Refugee Assistance Amendments of 1982 and 1986; and

11           WHEREAS, Section 13275 et seq., of the Welfare and Institutions Code  
12 provides for funds derived from the Federal Refugee Act of 1980 to be used to  
13 provide employment services for refugees.

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

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1. TERM

The term of this Agreement shall commence on October 1, ~~2011~~ 2014, and terminate on September 30, ~~2014~~ 2017, unless earlier terminated pursuant to the provisions of Paragraph 43 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.

3. STATUS OF CONTRACTOR

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

1           3.2 CONTRACTOR, its agents, employees and volunteers shall not be  
2 entitled to any rights and/or privileges of COUNTY employees, and shall not be  
3 considered in any manner to be COUNTY employees.

4           4.     DESCRIPTION OF SERVICES, STAFFING

5           4.1 CONTRACTOR agrees to provide those services, facilities, equipment  
6 and supplies as described in Exhibit "A" to the Agreement between County of  
7 Orange and ACCESS Access California Services, and ~~Vietnamese Community of~~  
8 ~~Orange County, Inc.~~ OMID Multicultural Institute for Development, and The  
9 Tiyya Foundation, for the Provision of Refugee Social Services, attached  
10 hereto and incorporated herein by reference. CONTRACTOR shall operate  
11 continuously throughout the term of this Agreement with the number and type of  
12 staff described and as required for provision of services hereunder.

13           4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR  
14 may require changes in staffing allocations to reflect current workload  
15 demands or service needs as long as COUNTY's maximum obligation as set forth  
16 in this Agreement is not exceeded.

17           4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send  
18 appropriate staff to attend an orientation session and subsequent training  
19 sessions given by COUNTY.

20           5.     LICENSES AND STANDARDS

21           5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
22 required by the laws of the United States, State of California, County of  
23 Orange and all other appropriate governmental agencies to perform the services  
24 described in this Agreement, and agrees to maintain these licenses and permits  
25 in effect for the duration of this Agreement. Further, CONTRACTOR warrants  
26 that its employees shall conduct themselves in compliance with such laws and  
27 licensure requirements including, without limitation, compliance with laws  
28 applicable to sexual harassment and ethical behavior.

1           5.2 In the performance of this Agreement, CONTRACTOR shall comply,  
2 unless waived in whole or in part by ADMINISTRATOR, with all applicable  
3 provisions of the California Welfare and Institutions Code (WIC); Title 45 of  
4 the Code of Federal Regulations (CFR); Federal Office of Management and Budget  
5 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all  
6 applicable laws and regulations of the United States, State of California,  
7 County of Orange Social Services Agency and all administrative regulations,  
8 rules and policies adopted thereunder as each and all may now exist or be  
9 hereafter amended.

10           5.2.1 For Federally funded Agreements in the amount of \$25,000  
11 or more, CONTRACTOR certifies that its officers and/or principals are not  
12 debarred or suspended from Federal financial assistance programs and/or  
13 activities.

14       6.    DELEGATION AND ASSIGNMENT/SUBCONTRACTS

15           6.1   Delegation and Assignment:

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

25           6.2   Subcontracts:

26           CONTRACTOR shall not subcontract for services under this Agreement  
27 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents  
28 in writing to a subcontract, in no event shall the subcontract alter, in any

1 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
2 be in writing and copies of same shall be provided to ADMINISTRATOR.  
3 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
4 require.

5 6.2.1 Subcontracts of \$25,000 or less:

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

14 6.2.2 Subcontracts in excess of \$25,000:

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

26 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed  
27 procurement system, CONTRACTOR shall comply with such procurement system in  
28 obtaining subcontracts with a total cost in excess of twenty-five thousand



1 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR  
2 shall obtain ADMINISTRATOR's written consent prior to entering into a  
3 subcontract with any organization when the total cumulative cost of services  
4 to be provided by that organization is anticipated to exceed twenty-five  
5 thousand dollars (\$25,000) during the term of this Agreement.

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

12 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

13 7.1 Form of Business Organization:

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

18 7.1.1 The form of CONTRACTOR's business organization, i.e.,  
19 proprietorship, partnership, corporation, etc.

20 7.1.2 A detailed statement indicating the relationship of  
21 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
22 individual.

23 7.1.3 A detailed statement indicating the relationship of  
24 CONTRACTOR to any subsidiary business organization or to any individual who  
25 may be providing services, supplies, material or equipment to CONTRACTOR or in  
26 any manner does business with CONTRACTOR under this Agreement.

27 7.2 Change in Form of Business Organization:

28 If during the term of this Agreement the form of CONTRACTOR's

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

7 7.3 Real Property Disclosure:

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

13 7.3.1 The location by street address and city of any such real  
14 property.

15 7.3.2 The fair market value of any such real property as such  
16 value is reflected on the most recently issued County Tax Collector's tax  
17 bill.

18 7.3.3 A detailed description of all existing and pending  
19 agreements, with respect to the use or occupation of any such real property.  
20 Such description shall include, but not be limited to:

21 7.3.3.1 The term duration of any rental, lease or  
22 license agreement;

23 7.3.3.2 The amount of monetary consideration to be  
24 paid to the lessor or licensor over the term of the rental, lease or license  
25 agreement;

26 7.3.3.3 The type and dollar value of any other  
27 consideration to be paid to the lessor or licensor; and

28 7.3.3.4 The full names and addresses of all parties

1 to any agreement concerning the real property and a listing of liens (if any)  
2 thereof, together with a listing by full names and addresses of all officers,  
3 directors and stockholders of any private corporation, and a similar listing  
4 of all general and limited partners of any partnership which is a party.

5 7.3.4 A listing by full names of all of CONTRACTOR's officers,  
6 directors and/or partners, members of its administrative and advisory boards,  
7 staff and consultants, who have any family relationship by marriage or blood  
8 with a party to any agreement concerning real property referred to in  
9 Subparagraph 7.3.3, immediately above, or who have any present or future  
10 financial interest in such person's business, whether the entity concerned is  
11 a corporation or partnership. Such listing shall also include the full names  
12 of all of CONTRACTOR's officers, directors, partners and those holding a  
13 financial interest. Included are members of its advisory boards, members of  
14 its staff and consultants, who have any family relationship by marriage or  
15 blood to an officer, director, or stockholder of the corporation or to any  
16 partner of the partnership. In preparing the latter listing, CONTRACTOR shall  
17 also indicate the names of the officers, directors, stockholders, or  
18 partner(s), as appropriate, and the family relationship which exists between  
19 such person(s) and CONTRACTOR's representatives listed.

20 7.3.5 True and correct copies of all agreements with respect to  
21 any such real property shall be appended to the affidavit documentation  
22 described above and made a part thereof. If, during the term of this  
23 Agreement, there is a change in the agreement(s) with respect to real property  
24 where persons receive services, CONTRACTOR shall promptly notify  
25 ADMINISTRATOR, in writing, describing such changes.

26 8. NON-DISCRIMINATION

27 8.1 In the performance of this Agreement, CONTRACTOR agrees that it  
28 shall not engage nor employ any unlawful discriminatory practices in the

1 admission of clients, provision of services or benefits, assignment of  
2 accommodations, treatment, evaluation, employment of personnel or in any other  
3 respect on the basis of sex, race, color, ethnicity, national origin,  
4 ancestry, religion, age, marital status, medical condition, sexual  
5 orientation, sexual preference, gender identity or expression, physical or  
6 mental disability or any other protected group in accordance with the  
7 requirements of all applicable Federal or State laws.

8 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which  
9 meets the lawful and applicable requirements of the U.S. Department of Health  
10 and Human Services.

11 8.3 CONTRACTOR shall furnish any and all information requested by  
12 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
13 books, records and accounts in order to ascertain CONTRACTOR's compliance with  
14 Paragraph 8 et seq.

15 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled  
16 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
17 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

18 8.5 Non-Discrimination in Employment:

19 8.5.1 All solicitations or advertisements for employees placed  
20 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
21 receive consideration for employment without regard to sex, race, color,  
22 ethnicity, national origin, ancestry, religion, age, marital status, medical  
23 condition, sexual orientation, sexual preference, physical or mental  
24 disability or any other protected group in accordance with the requirements of  
25 all applicable Federal or State laws. Notices describing the provisions of  
26 the equal opportunity clause shall be posted in a conspicuous place for  
27 employees and job applicants.

28 8.5.2 CONTRACTOR shall refer any and all employees desirous of

1 filing a formal discrimination complaint to:

2 California Department of Social Services

3 Public Inquiry and Response Bureau

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

5 Sacramento, CA 94244-2430

6 Telephone: (800) 952-5253

7 (800) 952-8349 (For the hard of hearing)

8 8.6 Non-Discrimination in Service Delivery:

9 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the  
10 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
11 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
12 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of  
13 the Americans with Disabilities Act of 1990; California Civil Code Section 51  
14 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,  
15 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;  
16 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,  
17 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section  
18 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption  
19 Act of 1996; and other applicable Federal and State laws, as well as their  
20 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7  
21 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal  
22 Employment Opportunity, Affirmative Action and Nondiscrimination as each may  
23 now exist or be hereafter amended. CONTRACTOR shall not implement any  
24 administrative methods or procedures which would have a discriminatory effect  
25 or which would violate the California Department of Social Services (CDSS)  
26 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there  
27 are any violations of this Paragraph, CDSS shall have the right to invoke  
28 fiscal sanctions or other legal remedies in accordance with WIC Section 10605.

1 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred  
2 to the appropriate Federal agency for further compliance action and  
3 enforcement of Subparagraph 8.6 et seq.

4 8.6.2 CONTRACTOR shall provide any and all clients desirous of  
5 filing a formal complaint any and all information as appropriate:

6 8.6.2.1 Pamphlet: "Your Rights Under California  
7 Welfare Programs" (PUB 13)

8 8.6.2.2 Discrimination Complaint Form

9 8.6.2.3 Civil Rights Contacts:

10 County Civil Rights Contact:

11 Orange County Social Services Agency

12 Program Integrity

13 Attn: Civil Rights Coordinator

14 P.O. Box 22001

15 Santa Ana, CA 92702-2001

16 Telephone: (714) 438-8877

17 State Civil Rights Contact:

18 California Department of Social Services

19 Civil Rights Bureau

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

21 Sacramento, CA 94244-2430

22 Federal Civil Rights Contact:

23 U.S. Department of Health and Human Services

24 Office of Civil Rights

25 50 U.N. Plaza, Room 322

26 San Francisco, CA 94102

27 9. NOTICES

28 9.1 All notices, claims, correspondence, reports, and/or statements

1 authorized or required by this Agreement shall be addressed as follows:

2 COUNTY: County of Orange Social Services Agency  
3 Contract Services  
4 888 N. Main Street  
5 Santa Ana, CA 92701

6  
7 CONTRACTOR: Access California Services  
8 631 S. Brookhurst Street Suite 107  
9 Anaheim, CA 92804

10  
11 OMID Multicultural Institute for Development  
12 4199 Campus Drive, Ste #550  
13 Irvine, CA 92612

14  
15 The Tiyya Foundation  
16 20 Truman Suite #104  
17 Irvine, CA 92620

18 9.2 All notices shall be deemed effective when in writing and  
19 deposited in the United States mail, first class, postage prepaid and  
20 addressed as above. Any notices, claims, correspondence, reports and/or  
21 statements authorized or required by this Agreement addressed in any other  
22 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually  
23 agree in writing to change the addresses to which notices are sent.

24 10. NOTICE OF DELAYS

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

1 respect thereto, to the other party.

2 11. INDEMNIFICATION

3 11.1 Each CONTRACTOR Partner Agency agrees to indemnify, defend with  
4 counsel approved in writing by COUNTY, and hold U.S. Department of Health and  
5 Human Services, the State, COUNTY, and their elected and appointed officials,  
6 officers, employees, agents and those special districts and agencies which  
7 COUNTY's Board of Supervisors acts as the governing Board ("COUNTY  
8 INDEMNITEES") harmless from any claims, demands or liability of any kind or  
9 nature, including but not limited to personal injury or property damage,  
10 arising from or related to the services, products or other performance  
11 provided by CONTRACTOR pursuant to this Agreement. If judgment is entered  
12 against CONTRACTOR and COUNTY by a court of competent jurisdiction because of  
13 the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR  
14 and COUNTY agree that liability will be apportioned as determined by the  
15 court. Neither party shall request a jury apportionment.

16 12. INSURANCE

17 12.1 Prior to the provision of services under this Agreement, each  
18 CONTRACTOR Partner Agency agrees to purchase all required insurance at  
19 CONTRACTOR's expense and to deposit with ADMINISTRATOR Certificates of  
20 Insurance, including all endorsements required herein, necessary to satisfy  
21 COUNTY that the insurance provisions of this Agreement have been complied  
22 with, and to keep such insurance coverage and the certificates therefore on  
23 deposit with ADMINISTRATOR during the entire term of this Agreement.

24 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
25 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
26 to the same terms and conditions as set forth herein for CONTRACTOR.

27 12.3 All self-insured retentions (SIRs) and deductibles shall be  
28 clearly stated on the Certificate of Insurance. If no SIRs or deductibles



1 apply. indicate this on the Certificate of Insurance with a "0" by the  
2 appropriate line of coverage. Any self-insured retention (SIR) or deductible  
3 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall  
4 specifically be approved by the County Executive Office (CEO)/Office of Risk  
5 Management.

6 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
7 the full term of this Agreement, COUNTY may terminate this Agreement.

8 12.5 Qualified Insurer:

9 12.5.1 Minimum insurance company ratings as determined by the  
10 most current edition of the Best's Key Rating Guide/Property-Casualty/United  
11 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size  
12 Category).

13 12.5.2 The policy or policies of insurance required herein must  
14 be issued by an insurer licensed to do business in the State of California  
15 (California Admitted Carrier). If the insurer is a non-admitted carrier in the  
16 State of California and does not meet or exceed an A.M. Best rating of A-  
17 /VIII, CEO/Office of Risk Management retains the right to approve or reject  
18 carrier after a review of the company's performance and financial ratings. If  
19 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-  
20 /VIII, ADMINISTRATOR can accept the insurance.

21 12.6 The policy or policies of insurance maintained by each CONTRACTOR  
22 Partner Agency shall provide the minimum limits and coverage as set forth  
23 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

1 Passenger Vehicles up to seven (7) \$2,000,000 per occurrence  
2 passengers, not including the driver

3  
4 Workers' Compensation Statutory

5 Employer's Liability Insurance \$1,000,000 per occurrence

6 Professional Liability Insurance \$1,000,000 per claims  
7 made or per occurrence

8 Sexual Misconduct Liability \$1,000,000 per occurrence  
9

10 12.7 Required Coverage Forms:

11 12.7.1 Commercial General Liability coverage shall be written on  
12 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing  
13 liability coverage at least as broad.

14 12.7.2 Business Auto Liability coverage shall be written on ISO  
15 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing  
16 coverage at least as broad.

17 12.8 Required Endorsements:

18 12.8.1 Commercial General Liability policy shall contain the  
19 following endorsements, which shall accompany the Certificate of Insurance:

20 12.8.1.1 An Additional Insured endorsement using ISO  
21 form CG 2010 or CG 2033 or a form at least as broad naming the County of  
22 Orange, its elected and appointed officials, officers, employees, agents as  
23 Additional Insureds.

24 12.8.1.2 A primary non-contributing endorsement  
25 evidencing that CONTRACTOR's insurance is primary and any insurance or self-  
26 insurance maintained by the County of Orange shall be excess and non-  
27 contributing.

28 12.9 ~~The County of Orange shall be the loss payee on the Employee~~

1 ~~Dishonesty coverage. A Loss Payee endorsement evidencing that the County of~~  
2 ~~Orange is a Loss Payee shall accompany the Certificate of Insurance.~~

3 12.10 All insurance policies required by this Agreement shall waive all  
4 rights of subrogation against the County of Orange and members of the Board of  
5 Supervisors, its elected and appointed officials, officers, agents and  
6 employees when acting within the scope of their appointment or employment.

7 12.11 The Workers' Compensation policy shall contain a waiver of  
8 subrogation endorsement waiving all rights of subrogation against the County  
9 of Orange, and members of the Board of Supervisors, its elected and appointed  
10 officials, officers, agents and employees.

11 12.12 All insurance policies required by this Agreement shall give the  
12 County of Orange thirty (30) days' notice in the event of cancellation and ten  
13 (10) days for non-payment of premium. This shall be evidenced by policy  
14 provisions or an endorsement separate from the Certificate of Insurance.

15 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"  
16 policy, CONTRACTOR shall agree to maintain professional liability coverage for  
17 two (2) years following completion of this Agreement.

18 12.14 The Commercial General Liability policy shall contain a  
19 severability of interests clause also known as a "separation of insureds"  
20 clause (standard in the ISO CG 0001 policy).

21 12.15 Insurance certificates should be mailed to COUNTY at the address  
22 indicated in Paragraph 9 of this Agreement.

23 12.16 If CONTRACTOR fails to provide the insurance certificates and  
24 endorsements within seven (7) days of notification by CEO/County Procurement  
25 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

26 12.17 COUNTY expressly retains the right to require CONTRACTOR to  
27 increase or decrease insurance of any of the above insurance types throughout  
28 the term of this Agreement. Any increase or decrease in insurance will be as

1 deemed by County of Orange Risk Manager as appropriate to adequately protect  
2 COUNTY.

3 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
4 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
5 certificates of insurance and endorsements with COUNTY incorporating such  
6 changes within thirty (30) days of receipt of such notice, this Agreement may  
7 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
8 entitled to all legal remedies.

9 12.19 The procuring of such required policy or policies of insurance  
10 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
11 fulfill the indemnification provisions and requirements of this Agreement, nor  
12 act in any way to reduce the policy coverage and limits available from the  
13 insurer.

14 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

15 CONTRACTOR shall report to COUNTY:

16 13.1 Any accident or incident relating to services performed under this  
17 Agreement which involves injury or property damage which may result in the  
18 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report  
19 shall be made in writing within twenty-four (24) hours of occurrence.

20 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
21 from or related to services performed by CONTRACTOR under this Agreement.  
22 Such report shall be submitted to COUNTY within twenty-four (24) hours of  
23 occurrence.

24 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
25 property. Such report shall be submitted to COUNTY within twenty-four (24)  
26 hours of occurrence.

27 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
28 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR

1 under the term of this Agreement. Such report shall be submitted to COUNTY  
2 within twenty-four (24) hours of occurrence.

3 14. CONFLICT OF INTEREST

4 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
5 any actions or conditions that could result in a conflict with the best  
6 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,  
7 agents, relatives, subcontractors, and third parties associated with  
8 accomplishing the work hereunder.

9 14.2 CONTRACTOR's efforts shall include, but not be limited to,  
10 establishing precautions to prevent its employees or agents from making,  
11 receiving, providing, or offering gifts, entertainment, payments, loans, or  
12 other considerations which could be deemed to appear to influence individuals  
13 to act contrary to the best interests of COUNTY.

14 15. ANTI-PROSELYTISM PROVISION

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

19 16. SUPPLANTING GOVERNMENT FUNDS

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

1           17.    EQUIPMENT

2           17.1 All items purchased with funds provided under this Agreement, or  
3 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of  
4 at least five thousand dollars (\$5,000), including sales tax, shall be  
5 considered Capital Equipment. Title to all Capital Equipment shall, upon  
6 purchase, vest and remain in COUNTY. The use of such items of Capital  
7 Equipment is limited to the performance of this Agreement. Upon the  
8 termination of this Agreement, CONTRACTOR shall immediately return any items  
9 of Capital Equipment to COUNTY or its representatives, or dispose of them in  
10 accordance with the directions of ADMINISTRATOR.

11                   CONTRACTOR further agrees to the following:

12           17.1.1 To maintain all items of Capital Equipment in good  
13 working order and condition, normal wear and tear excepted.

14           17.1.2 To label all items of Capital Equipment, do periodic  
15 inventories as required by ADMINISTRATOR and to maintain an inventory list  
16 showing where and how the Capital Equipment is being used, in accordance with  
17 procedures developed by ADMINISTRATOR. All such lists shall be submitted to  
18 ADMINISTRATOR within ten (10) days of any request therefore.

19           17.1.3 To report in writing to ADMINISTRATOR immediately after  
20 discovery, the loss or theft of any items of Capital Equipment. For stolen  
21 items, the local law enforcement agency must be contacted and a copy of the  
22 police report submitted to ADMINISTRATOR.

23           17.1.4 To purchase a policy or policies of insurance covering  
24 loss or damage to any and all Capital Equipment purchased under this  
25 Agreement, in the amount of the full replacement value thereof, providing  
26 protection against the classification of fire, extended coverage, vandalism,  
27 malicious mischief and special extended perils (all risks) covering the  
28 parties' interests as they appear.

1           17.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
2 requested in writing, shall require the prior written approval of  
3 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are  
4 appropriate and directly related to CONTRACTOR's service or activity under the  
5 terms of this Agreement. COUNTY may refuse reimbursement for any costs  
6 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,  
7 if prior written approval has not been obtained from ADMINISTRATOR.

8           17.3 Personal Computer Equipment:

9           No personal computers and/or personal electronic devices, such as  
10 tablets and laptop computers, or any component thereof may be purchased with  
11 funds provided under this Agreement regardless of purchase price, without  
12 prior written approval of ADMINISTRATOR. Any such purchase shall be in  
13 accordance with specifications provided by ADMINISTRATOR, be subject to the  
14 same inventory control conditions specified in Subparagraphs 17.1.1 to 17.1.4  
15 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY  
16 upon termination of this Agreement.

17       18. BREACH SANCTIONS

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

23           18.1 Afford CONTRACTOR a time period within which to cure the breach,  
24 which period shall be established by ADMINISTRATOR; and/or

25           18.2 Discontinue reimbursement to CONTRACTOR for and during the period  
26 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
27 later recovery; and/or

28           18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by

1 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

4 19. DESIGNATED FISCAL LEAD AGENCY

5 19.1 Each of the CONTRACTOR Partner Agencies agrees that ACCESS Access  
6 California Services shall serve as the ~~designated fiscal agent~~ Fiscal Lead  
7 Agency on behalf of CONTRACTOR, with authority to present claims to COUNTY on  
8 behalf of each of the CONTRACTOR Partner Agencies for services delivered by  
9 each of them pursuant to this Agreement. As ~~designated fiscal agent~~ Fiscal  
10 Lead Agency, ACCESS Access California Services, shall receive the claims from  
11 the other CONTRACTOR Partner Agency Agencies on a monthly basis and shall  
12 submit these claims, along with its own monthly claims, pursuant to Paragraph  
13 20 herein. Claims submitted to COUNTY by the ~~designated fiscal agent~~ Fiscal  
14 Lead Agency shall clearly identify the services that were performed by each  
15 CONTRACTOR Partner Agency. Any and all payments to be made by COUNTY pursuant  
16 to this Agreement shall be made payable to the ~~designated fiscal agent~~ Fiscal  
17 Lead Agency. The ~~designated fiscal agent~~ Fiscal Lead Agency shall thereafter  
18 disburse payment as appropriate to the CONTRACTOR Partner Agencies. Each of  
19 the CONTRACTOR Partner Agencies agrees that COUNTY's disbursement of payment  
20 to the ~~designated fiscal agent~~ Fiscal Lead Agency shall satisfy COUNTY's  
21 payment obligation under this Agreement.

22 19.2 Additional responsibilities of the Fiscal Lead Agency are as  
23 identified in Subparagraph 4.4 of Exhibit A of this Agreement. ~~As designated~~  
24 ~~fiscal agent, ACCESS California Services, shall also be responsible for, at a~~  
25 ~~minimum, facilitating CONTRACTOR meetings, collecting documentation for~~  
26 ~~invoices and outcome measurements from each CONTRACTOR Partner Agency, and~~  
27 ~~maintaining complete and accurate records of all financial and outcome~~  
28 ~~measurement data on behalf of CONTRACTOR.~~



1           20.    PAYMENTS

2                   20.1   Maximum Contractual Obligation:

3                   The maximum obligation of COUNTY under this Agreement shall not  
4 exceed the amount of ~~be \$1,594,749~~ \$1,406,568; the amount of ~~\$500,405~~ \$468,856  
5 for October 1, ~~2011~~ 2014 through September 30, ~~2012~~ 2015; the amount of  
6 ~~\$547,172~~ \$468,856 for October 1, ~~2012~~ 2015 through September 30, ~~2013~~ 2016; and  
7 the amount of ~~\$547,172~~ \$468,856 for October 1, ~~2013~~ 2016 through September 30,  
8 ~~2014~~ 2017, or actual allowable costs, whichever is less.

9                   20.2   Allowable Costs:

10                  During the term of this Agreement, COUNTY shall pay CONTRACTOR  
11 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR  
12 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by  
13 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR  
14 for anticipated allowable costs that will be incurred by CONTRACTOR for June  
15 2015, June 2016, and June 2017, during the month of such anticipated  
16 expenditure.

17                  20.3   Claims:

18                   20.3.1   CONTRACTOR shall submit monthly claims to be received by  
19 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
20 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
21 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
22 claim the next business day. COUNTY holidays include New Year's Day, Martin  
23 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
24 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
25 Friday after Thanksgiving, and Christmas Day.

26                   20.3.2   All claims must be submitted on a form approved by  
27 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
28 source documents with the monthly claim, including, inter alia, a monthly

1 statement of services, general ledgers, supporting journals, time sheets,  
2 invoices, canceled checks, receipts, and receiving records, some of which may  
3 be required to be copied. Source documents that CONTRACTOR must submit shall  
4 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
5 shall retain all financial records in accordance with Paragraph 25 (Records,  
6 Inspections, and Audits) of this Agreement.

7 20.3.3 Payments should be released by COUNTY within a reasonable  
8 time period of approximately thirty (30) days after receipt of a correctly  
9 completed claim form and required supporting documentation.

10 20.3.4 Year End and Final Claims:

11 20.3.4.1 CONTRACTOR shall submit a final claim for  
12 each ~~fiscal period, October 1 through September 30 COUNTY fiscal year, July 1~~  
13 ~~through June 30~~, covered under the term of this Agreement as stated in  
14 Paragraph 1, by no later than ~~November~~ August 30<sup>th</sup> of each corresponding  
15 ~~fiscal period COUNTY fiscal year~~. Claims received after ~~November~~ August 30<sup>th</sup>  
16 of each corresponding ~~fiscal period COUNTY fiscal year~~ may, at ADMINISTRATOR's  
17 sole discretion, not be reimbursed. ADMINISTRATOR may modify the date ~~that~~  
18 ~~upon~~ which the final claim per each ~~fiscal period COUNTY fiscal year~~ must be  
19 received, upon written notice to CONTRACTOR.

20 20.3.4.2 The basis for final settlement shall be the  
21 actual allowable costs as defined in Title 45 CFR and OMB Circular A-122,  
22 incurred and paid by CONTRACTOR pursuant to this Agreement, limited, however,  
23 to the maximum obligation of COUNTY. In the event that any overpayment has  
24 been made, COUNTY may offset the amount of the overpayment against the final  
25 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
26 pay COUNTY all such sums within five (5) business days of notice from COUNTY.  
27 Nothing herein shall be construed as limiting the remedies of COUNTY in the  
28 event an overpayment has been made.

1                   20.3.5   Seventy-Five Percent Expenditure Notification:

2                   20.3.5.1   CONTRACTOR shall maintain a system of record  
3 keeping that will allow CONTRACTOR to determine when it has incurred seventy-  
4 five percent (75%) of the total contract authorizations under this Agreement.  
5 Upon occurrence of this event, CONTRACTOR shall send written notification to  
6 ADMINISTRATOR.

7   21.   OVERPAYMENTS

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

21   22.   OUTSTANDING DEBT

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

25   23.   FINAL REPORT

26           CONTRACTOR shall complete and submit to ADMINISTRATOR a final report  
27 within sixty (60) days after the termination of this Agreement, which shall  
28 summarize the activities and services provided by CONTRACTOR during the term

1 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing  
2 to modify the date upon which the final report must be submitted.

3 24. INDEPENDENT AUDIT

4 24.1 CONTRACTOR shall employ a licensed certified public accountant who  
5 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of  
6 related expenditures during the term of this Agreement in compliance with the  
7 OMB Circular A-133, Audits of States, Local Governments and Non-Profit  
8 Organizations. The audit must be performed in accordance with generally  
9 accepted government auditing standards and OMB Circular A-122. CONTRACTOR  
10 shall cooperate with COUNTY, State and/or Federal agencies to ensure that  
11 corrective action is taken within six (6) months after issuance of all audit  
12 reports with regard to audit exceptions.

13 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle  
14 covers October 1 through September 30. CONTRACTOR shall provide ADMINISTRATOR  
15 copies of organization-wide audits for each of the fiscal cycles corresponding  
16 with the term of this Agreement. CONTRACTOR shall provide each 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(s) are provided to ADMINISTRATOR. ADMINISTRATOR may  
21 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

22 25. RECORDS, INSPECTIONS AND AUDITS

23 25.1 Financial Records:

24 25.1.1 CONTRACTOR shall prepare and maintain accurate and  
25 complete financial records. Financial records shall be retained, by  
26 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
27 under this Agreement or until all pending COUNTY, State and Federal audits are  
28 completed, whichever is later.

1                   25.1.2 CONTRACTOR shall establish and maintain reasonable  
2 accounting, internal control and financial reporting standards in conformity  
3 with generally accepted accounting principles established by the American  
4 Institute of Certified Public Accountants and to the satisfaction of  
5 ADMINISTRATOR.

6                   25.2 Client Records:

7                   25.2.1 CONTRACTOR shall prepare and maintain accurate and  
8 complete records of clients served and dates and type of services provided  
9 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

10                  25.2.2 All client records related to services provided under the  
11 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
12 (5) years from the date of final payment under this Agreement or until all  
13 pending COUNTY, State and Federal audits are completed, whichever is later.  
14 Notwithstanding anything to the contrary, upon termination of this Agreement,  
15 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
16 in accordance with Subparagraph 43.2.

17                  25.2.3 COUNTY may refuse payment for a claim if client records  
18 are determined by COUNTY to be incomplete or inaccurate. In the event client  
19 records are determined to be incomplete or inaccurate after payment has been  
20 made, COUNTY may treat such payment as an overpayment within the provisions of  
21 this Agreement.

22                  25.3 Public Records:

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

28                  25.4 Inspections and Audits:

1                   25.4.1 The U.S. Department of Health and Human Services,  
2 Comptroller General of the United States, Director of CDSS, State Auditor-  
3 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
4 Department, or any of their authorized representatives, shall have access to  
5 any books, documents, papers and records, including medical records, of  
6 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
7 for the purpose of financial monitoring. Further, all the above mentioned  
8 persons have the right at all reasonable times to inspect or otherwise  
9 evaluate the work performed or being performed under this Agreement and the  
10 premises in which it is being performed.

11                   25.4.2 CONTRACTOR shall make available its books and financial  
12 records within the borders of Orange County within ten (10) days after receipt  
13 of written demand by ADMINISTRATOR.

14                   25.4.3 In the event CONTRACTOR does not make available its books  
15 and financial records within the borders of Orange County, CONTRACTOR agrees  
16 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
17 designee, necessary to obtain CONTRACTOR's books and financial records.

18                   25.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
19 COUNTY's liability to the State or Federal government or any agency thereof  
20 resulting from any disallowances or other audit exceptions to the extent that  
21 such liability is attributable to CONTRACTOR's failure to perform under this  
22 Agreement.

23                   25.5 Evaluation Studies:

24                   25.5.1 CONTRACTOR shall participate as requested by COUNTY in  
25 research and/or evaluative studies designed to show the effectiveness and/or  
26 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
27 project.

28                   26. PERSONNEL DISCLOSURE

1           26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
2 all personnel providing services hereunder, including résumés and job  
3 applications. Changes to the list will be immediately provided to  
4 ADMINISTRATOR in writing, along with a copy of a résumé and/or job  
5 application. The list shall include:

6           26.1.1 Names of all full or part-time personnel by title,  
7 including volunteer personnel, whose direct services are required to provide  
8 the programs described herein;

9           26.1.2 A brief description of the functions of each position and  
10 the hours each person works each week; or for part-time personnel, each day or  
11 month, as appropriate;

12           26.1.3 The professional degree, if applicable, and experience  
13 required for each position; and

14           26.1.4 The language skill, if applicable, for all personnel.

15           26.2 CONTRACTOR's employment applications shall require applicants to  
16 provide detailed information regarding the conviction of a crime by any court,  
17 for offenses other than minor traffic offenses. Information not disclosed in  
18 the employment application discovered subsequent to the hiring or promotion of  
19 any applicant shall be cause for termination of that employee from the  
20 performance of services under this Agreement.

21           26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
22 COUNTY, criminal record background checks on all employees and/or volunteers  
23 who will provide services under this Agreement. Candidates will satisfy  
24 background checks consistent with and comparable to those required for COUNTY  
25 employees.

26           26.4 CONTRACTOR warrants that all persons employed or otherwise  
27 assigned by CONTRACTOR to provide services under this Agreement have  
28 satisfactory past work records and/or reference checks indicating their

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

9 26.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
10 arrest and/or subsequent conviction, for offenses other than minor traffic  
11 offenses, of any paid employee and/or volunteer staff performing services  
12 under this Agreement, when such information becomes known to CONTRACTOR.  
13 ADMINISTRATOR may determine whether such employee and/or volunteer may  
14 continue to provide services under this Agreement and shall provide notice of  
15 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply  
16 with ADMINISTRATOR's decision shall be deemed a material breach of this  
17 Agreement, pursuant to Paragraph 18 above.

18 26.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
19 staff performing work hereunder and any proposed changes in CONTRACTOR's  
20 staff.

21 26.7 COUNTY shall have the right to require CONTRACTOR to remove any  
22 employee from the performance of services under this Agreement. At the  
23 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

24 26.8 CONTRACTOR shall notify COUNTY immediately when staff is  
25 terminated for cause from working on this Agreement.

26 26.9 Disqualification, if any, of CONTRACTOR staff, pursuant to  
27 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
28 work in accordance with the terms and conditions of this Agreement.



1           27.    EMPLOYMENT ELIGIBILITY VERIFICATION

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

19           28.    ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

20           28.1 In order to comply with child support enforcement requirements of  
21 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days  
22 of the award of this Agreement:

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

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

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

7 28.2 The failure of CONTRACTOR to timely submit the data or  
8 certifications required by subsections (a), (b), (c), or (d), or to comply  
9 with all Federal and State employee reporting requirements for child support  
10 enforcement or to comply with all lawfully served Wage and Earnings Assignment  
11 Orders and Notices of Assignment shall constitute a material breach of this  
12 Agreement, and failure to cure such breach within sixty (60) calendar days of  
13 notice from COUNTY shall constitute grounds for termination of this Agreement.

14 28.3 It is expressly understood that this data will be transmitted to  
15 governmental agencies charged with the establishment and enforcement of child  
16 support orders, and for no other purpose.

17 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

7 31. CONFIDENTIALITY

8 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
9 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
10 and all other provisions of law, and regulations promulgated thereunder  
11 relating to privacy and confidentiality, as each may now exist or be hereafter  
12 amended.

13 31.2 All records and information concerning any and all persons  
14 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
15 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
16 volunteers. CONTRACTOR shall require all of its employees, agents,  
17 subcontractors and volunteer staff who may provide services for CONTRACTOR  
18 under this Agreement to sign an agreement with CONTRACTOR before commencing  
19 the provision of any such services, to maintain the confidentiality of any and  
20 all materials and information with which they may come into contact, or the  
21 identities or any identifying characteristics or information with respect to  
22 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
23 required to provide services under this Agreement or to those specified in  
24 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
25 latter, only during such audit. CONTRACTOR shall comply with any audits  
26 specified in Paragraph 25, provide reports and any other information required  
27 by COUNTY in the administration of this Agreement, and as otherwise permitted  
28 by law.

1           31.3 CONTRACTOR shall inform all of its employees, agents,  
2 subcontractors, volunteers and partners of this provision and that any person  
3 knowingly and intentionally violating the provisions of said State law may be  
4 guilty of a crime.

5           31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
6 be subject to the confidentiality requirements of this Agreement.

7       32. COPYRIGHT ACCESS

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

12       33. WAIVER

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

21       34. PETTY CASH

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

24       35. PUBLICITY

25           35.1 Information and solicitations, prepared and released by  
26 CONTRACTOR, concerning the services provided under this Agreement shall state  
27 that the program, wholly or in part, is funded through COUNTY, State and  
28 Federal government funds.

1           35.2 CONTRACTOR shall not disclose any details in connection with this  
2 Agreement to any person or entity except as may be otherwise provided  
3 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
4 identify its services and related clients to sustain itself, COUNTY shall not  
5 inhibit CONTRACTOR from publishing its role under this Agreement within the  
6 following conditions:

7           35.2.1 CONTRACTOR shall develop all publicity material in a  
8 professional manner; and

9           35.2.2 During the term of this Agreement, CONTRACTOR shall not,  
10 and shall not authorize another to, publish or disseminate any commercial  
11 advertisements, press releases, feature articles, or other materials using the  
12 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
13 unreasonably withhold written consent.

14 36. COUNTY RESPONSIBILITIES

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

17 37. REFERRALS

18           CONTRACTOR shall provide services to individuals referred by  
19 ADMINISTRATOR.

20 38. REPORTS

21           38.1 CONTRACTOR shall provide information deemed necessary by  
22 ADMINISTRATOR to complete any State-required reports related to the services  
23 provided under this Agreement.

24           38.2 CONTRACTOR shall maintain records and submit reports containing  
25 such data and information regarding the performance of CONTRACTOR's services,  
26 costs or other data relating to this Agreement, as may be requested by  
27 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
28 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

1 39. ENERGY EFFICIENCY STANDARDS

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

5 40. ENVIRONMENTAL PROTECTION STANDARDS

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

12 40.1 No facility to be utilized in the performance of the proposed  
13 grant has been listed on the EPA List of Violating Facilities;

14 40.2 It will notify COUNTY prior to award of the receipt of any  
15 communication from the Director, Office of Federal Activities, U.S. EPA,  
16 indicating that a facility to be utilized for the grant is under consideration  
17 to be listed on the EPA List of Violating Facilities; and

18 40.3 It will notify COUNTY and EPA about any known violation of the  
19 above laws and regulations.

20 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
21 FEDERAL TRANSACTIONS

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

1 following:

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

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

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

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

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

28 ///

1 C. Submission of this certification and disclosure is a  
2 prerequisite for making or entering into this Agreement imposed by Section  
3 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
4 this provision or who fails to file or amend the disclosure form to be filed  
5 or amended by this provision, shall be subject to a civil penalty of not less  
6 than \$10,000, and not more than \$100,000, for each such failure.

7 42. POLITICAL ACTIVITY

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

11 43. TERMINATION PROVISIONS

12 43.1 ADMINISTRATOR may terminate this Agreement without penalty  
13 immediately with cause or after thirty (30) days written notice without cause,  
14 unless otherwise specified. Notice shall be deemed served on the date of  
15 mailing. Cause shall be defined as any breach of contract, any  
16 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
17 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
18 all further obligations under this Agreement.

19 43.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
20 cooperate with ADMINISTRATOR in the orderly transfer of service  
21 responsibilities, active case records, and pertinent documents.

22 43.3 The obligations of COUNTY under this Agreement are contingent upon  
23 the availability of Federal and/or State funds, as applicable, for the  
24 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
25 for the services hereunder in the budget approved by the Orange County Board  
26 of Supervisors each fiscal year this Agreement remains in effect or operation.  
27 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
28 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or



1 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
2 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
3 notification of such determination. CONTRACTOR shall immediately comply with  
4 ADMINISTRATOR's decision.

5 43.4 If any provision of this Agreement or the application thereof is  
6 held invalid, the remainder of this Agreement shall not be affected thereby.

7 44. GOVERNING LAW AND VENUE

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

17 45. SIGNATURE IN COUNTERPARTS

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

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3  
4 By: \_\_\_\_\_  
5 NAHLA KAYALI  
6 EXECUTIVE DIRECTOR  
7 ACCESS CALIFORNIA SERVICES

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

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

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

10  
11 By: \_\_\_\_\_  
12 MARYAM SAYYEDI, PH.D.  
13 EXECUTIVE DIRECTOR  
14 OMID MULTICULTURAL INSTITUTE  
15 FOR DEVELOPMENT

By: \_\_\_\_\_  
MEYMUNA S. HUSSEIN  
EXECUTIVE DIRECTOR  
THE TIYYA FOUNDATION

16  
17 Dated: \_\_\_\_\_

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

18  
19 SIGNED AND CERTIFIED THAT A COPY OF THIS  
20 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR  
21 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
22 ATTEST:

23  
24 \_\_\_\_\_  
25 SUSAN NOVAK  
26 Clerk of the Board of Supervisors  
27 Orange County, California

28  
APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

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

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

1 EXHIBIT A  
2 TO  
3 AGREEMENT  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 ACCESS CALIFORNIA SERVICES  
8 AND  
9 VIETNAMESE COMMUNITY OF ORANGE COUNTY, INC.  
10 OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT  
11 AND  
12 THE TIYYA FOUNDATION  
13 FOR THE PROVISION OF REFUGEE SOCIAL SERVICES  
14

15 1. POPULATION TO BE SERVED

16 1.1 CONTRACTOR shall provide services to individuals who qualify  
17 referred to as "Afghan or Iraqi alien granted Special Immigration Status (SIV)  
18 under section 101(a) (27) of the Immigration and Nationality Act (INA),"  
19 "Amerasians," "Asylees," "Cuban and Haitian Entrants," "Refugees," and  
20 "Trafficking Victims," as defined below, ~~in Paragraph 3 of this Exhibit A, and~~  
21 ~~their family members~~, who are residents of Orange County. The population to  
22 be served will collectively be ; ~~and shall hereinafter be~~ referred to as  
23 "CLIENTs."

24 1.1.1 Afghan or Iraqi alien granted Special Immigration Status  
25 (SIV) under section 101(a) (27) of the INA: Afghan and Iraqi Special  
26 Immigrants are displaced persons from Afghanistan and Iraq admitted to the  
27 U.S. with Special Immigrant Visas (SIVs). These Afghans and Iraqis were  
28 employed by or assisted the U.S. Armed Forces with translation and other

1 services.

2 1.1.2 Amerasians: Persons born in Vietnam after January 1,  
3 1962, and before January 1, 1976, and fathered by a U.S. citizen. The  
4 Amerasian's mother, her spouse, her other children or someone who has acted as  
5 the Amerasian's mother, father or next of kin (and the spouse and children of  
6 that person) are also included in this category. These CLIENTs are admitted  
7 to the U.S. as immigrants pursuant to Section 584 of the Foreign Operations,  
8 Export Financing, and Related Programs Appropriations Act of 1988 as contained  
9 in Section 101(e) of Public Law 100-202 and amended by the 9<sup>th</sup> proviso under  
10 Migration and Refugee Assistance in Title II of the Foreign Operations, Export  
11 Financing, and Related Programs Appropriations Act of 1989 Pub. L. No. 100-461  
12 as amended.

13 1.1.3 Asylees: Persons as defined in the Immigration and  
14 Nationality Act (INA), 101 (1) (a) (42); 8 USC 1101 (a) (42) (a). An asylee  
15 is a person who travels on his/her own to the U.S., and applies for and is  
16 granted "asylum" status by the U.S. Citizenship and Immigration Services,  
17 which allows them to remain in the U.S. An asylee also meets the refugee  
18 definition as a person having no nationality, is outside of the country in  
19 which that person habitually resided, "and who is unable or unwilling to  
20 return to, and is unable or unwilling to avail himself or herself of the  
21 protection of, that country because of persecution or a well-founded fear of  
22 persecution on account of race, religion, nationality, membership in a  
23 particular social group, or political opinion." Asylees must be at least  
24 eighteen (18) years of age and not full-time students in primary or secondary  
25 school.

26 1.1.4 Cuban and Haitian Entrants: Defined under 45 CFR 401.2  
27 as: (a) any individual granted parole status as a Cuban/Haitian Entrant  
28 (Status Pending) or granted any other special status subsequently established

1 under the immigration laws for nationals of Cuba and Haiti, regardless of the  
2 status of the individual at the time assistance or services are provided; and  
3 (b) any other national of Cuba or Haiti (1) who: (i) was paroled in the U.S.  
4 and has not yet acquired any other status under the INA; (ii) is the subject  
5 of exclusion or deportation proceedings under the INA; or (iii) has an  
6 application for asylum pending with the U.S. Citizenship and Immigration  
7 Services; and (2) with respect to whom a final, non-appealable, and legally  
8 enforceable order of deportation or exclusion has not been entered.

9 1.1.5 Refugees: Persons as defined in ~~the INA, 101(1) (a) (42):~~  
10 8 USC 1101 (a) (42) (A). A refugee is a “person who is outside any country of  
11 such person’s nationality or, in the case of a person having no nationality,  
12 is outside any country in which such persons habitually resided, and who is  
13 unable or unwilling to return to, and is unable or unwilling to avail himself  
14 or herself of the protection of, that country because of persecution or a  
15 well-founded fear of persecution on account of race, religion, nationality,  
16 membership of a particular social group, or political opinion.” Refugees must  
17 be at least eighteen (18) years of age and not full-time students in primary  
18 or secondary schools.

19 1.1.6 Trafficking Victims: Adults who have been certified under  
20 the Trafficking Protection Act of 2000 by the Office of Refugee Settlement as  
21 having experienced severe forms of trafficking. Severe forms of trafficking  
22 is defined as: (A) sex trafficking in which a commercial sex act is induced by  
23 force, fraud or coercion, (B) the recruitment, harboring, transportation,  
24 provision, or obtaining of a person for labor or services, through the use of  
25 force, fraud, or coercion for the purpose of subjection to involuntary  
26 servitude, peonage, debt bondage, or slavery. Family members  
27 accompanying/following to join victims of a severe form of trafficking, who  
28 have been granted nonimmigrant visas under 8 USC 1101(a)(15)(T)(ii), are

1 eligible to the same benefits and services as refugees.

2 1.2 It is mutually understood that only ~~eligible CLIENTs,~~ who have  
3 resided in the United States (U.S.) for less than five (5) years, ~~will be~~  
4 ~~served~~ **are eligible to receive services** under the Refugee Social Services  
5 (RSS) program, unless ADMINISTRATOR is granted a waiver by the Office of  
6 Refugee Resettlement (ORR), which will permit ADMINISTRATOR to serve CLIENTs  
7 who have not obtained citizenship, regardless of length of residency in the  
8 U.S.”

9 2. PROGRAM GOALS

10 It is mutually understood that the primary objective of the RSS program  
11 is to foster the CLIENT's/Family's well-being by providing mentoring,  
12 employment, and supportive services that will assist with refugee  
13 resettlement. These services support CLIENTs in retaining employment and/or  
14 obtaining a higher paying job, thus assisting CLIENTs in moving towards self-  
15 sufficiency.

16 3. DEFINITIONS

17 3.1 CalWORKs: California Work Opportunity and Responsibility to Kids  
18 Act of 1997 as described in WIC, Section 11200 et seq.

19 3.2 Cash Assistance: ~~Cash payments provided to eligible CLIENTs under~~  
20 ~~the Refugee Cash Assistance (RCA) program; the General Relief (GR) program;~~  
21 ~~CalWORKs; and reception and placement services, or matching grants from~~  
22 ~~Voluntary Agencies (VOLAGS).~~

23 3.3 Employment Support Services/Job Retention Services: Services  
24 provided by ~~COUNTY contracted organizations~~ to increase the likelihood of  
25 securing employment, retaining employment, and increasing income, thereby  
26 reducing assistance payments and recidivism, while promoting Family stability  
27 and economic self-sufficiency.

28 3.4 English As A Second Language (ESL): ~~Training/instruction provided~~

1 ~~at a basic level, which will allow a CLIENT to communicate and perform daily~~  
2 ~~living activities in the U.S.~~

3 3.5 English Language Training (ELT): An instruction course, in  
4 English, for non-native English speakers with an emphasis on acquisition of  
5 survival and employment-related reading, writing, listening, and speaking  
6 skills.

7 3.6 Ethnic Community Based Organizations (ECBOs): Community based  
8 organizations established and operated by current or former refugees. The main  
9 focus of these organizations is to provide assistance to other refugees.

10 3.7 Family: CLIENT and his/her relatives living in the same household,  
11 or a married couple.

12 3.8 Family Self-Sufficiency Plan (FSSP): A plan that not only focuses  
13 on tangible barriers to employment but also incorporates other areas of  
14 potential need. The Plan addresses a CLIENT's/Family's need for employment-  
15 related services, as well as the need for other social services, and includes:  
16 (1) a determination of the total amount of income a particular Family would  
17 need to earn to exceed its ~~cash assistance~~ Refugee Cash Assistance (RCA) and  
18 move into self-sufficiency without suffering a monetary penalty; (2) a  
19 strategy and timetable for obtaining that level of Family income through the  
20 placement in employment of sufficient numbers of employable Family members at  
21 sufficient wage levels; and, (3) employability plans for members of the same  
22 Family that are part of the Family Self-Sufficiency Plan under one case file.

23 3.9 Full-Time Placement: ~~RCA recipients that are working at least~~  
24 ~~thirty-two hours (32) per week.~~

25 3.10 General Relief (GR): ~~A cash assistance program funded by COUNTY~~  
26 ~~for needy persons who are not eligible for other cash assistance programs.~~

27 3.11 General Relief Work Program (GRWP): ~~A mandatory COUNTY program for~~  
28 ~~employable persons receiving GR that provides a means to pay back their cash~~

1 assistance along with receiving work experience and job counseling.

2 3.12 Job Placements: The entry of CLIENTs into unsubsidized employment.  
3 described as full time placement or part time placement

4 3.13 Job Readiness Search Assistance: A ~~Welfare-To-Work~~ activity that  
5 Services that provide the CLIENT with training to learn basic job seeking and  
6 interviewing skills, to understand employer expectations, and to learn skills  
7 designed to enhance an individual's capacity to move toward self-sufficiency.

8 3.14 Job Search: A ~~Welfare-To-Work~~ An activity in which the CLIENT's  
9 principal activity is to seek employment.

10 3.15 Mandatory Referrals: CLIENTs receiving RCA who are required to  
11 participate in an employment services program in order to continue to receive  
12 cash assistance RCA.

13 3.16 Mandatory Work Registration and Sanctioning System: Requirements  
14 in the CDSS County Refugee Program Guidelines for RSS, used for determining  
15 eligibility for RCA, determining if a CLIENT must be considered a Mandatory  
16 Referral ~~mandatorily referred~~ for Employment Services, explaining to a CLIENT  
17 his/her rights and responsibilities, and determining procedures when a CLIENT  
18 is not participating or not cooperating. The County Refugee Program  
19 Guidelines for RSS can be found at:

20 [http://www.cdss.ca.gov/refugeeprogram/Res/pdf/CountyGuidelines/06Guidelines-  
21 All.pdf](http://www.cdss.ca.gov/refugeeprogram/Res/pdf/CountyGuidelines/06Guidelines-<br/>21 All.pdf).

22 3.17 On-the-Job-Training (OJT): Subsidized employment in which a CLIENT  
23 receives job skills training from an employer. At the end of the training it  
24 is expected that the CLIENT will be retained by the employer.

25 3.18 Other Employability Services: Employability assessment, child  
26 care, transportation, and interpretation/translation., and assistance  
27 obtaining an Employment Authorization Document (EAD)

28 3.19 Part-Time Placement: RCA recipients working less than thirty-two



1 (32) hours per week.

2 3.20 Program Income: Defined in 45 CFR, Section 92.25(b), as it  
3 currently exists or may be hereafter amended. Section 92.25 (b) states the  
4 following: Gross income received by the grantee or sub-grantee directly  
5 generated by a grant supported activity, or earned only as a result of the  
6 grant agreement during the grant period. "During the grant period" is the time  
7 between the effective date of the award and the ending date of the award  
8 reflected in the final financial report.

9 3.21 Refugee Cash Assistance (RCA): An ~~cash~~ assistance program  
10 administered by state public welfare programs for newly arrived CLIENTs who do  
11 not meet the eligibility requirements for CalWORKs assistance or Supplemental  
12 Security Income (SSI).

13 3.22 Voluntary Resettlement Agency (RA) (VOLAG): A voluntary  
14 resettlement local community agency, which provides resettlement assistance  
15 and services to eligible CLIENTs.

16 3.23 Unduplicated Counts: The unduplicated number of CLIENTs enrolled  
17 in (registered for) Employability Services and/or actively participating in a  
18 service component during the quarter being reported. This may include new  
19 enrollees and CLIENTs from previous quarters that were also active this  
20 quarter. Duplication may occur across service components. For example, a  
21 person receiving Employment Services (ES) and ELT may be counted once in ES  
22 and once in ELT for the quarter. However, if a person was active in both  
23 components at the beginning of the quarter, dropped out of both components  
24 during the middle of the quarter, and reenrolled in both components toward the  
25 end of the quarter, the person would only be counted once in both components.

26 3.24 Vocational English as a Second Language (VESL): English language  
27 instruction that provides the CLIENT with the language skills needed to seek,  
28 obtain, and maintain employment.

1           3.25 Voluntary Referrals: ~~CLIENTs on cash assistance who are not~~  
2 ~~mandatory referrals yet choose to participate in an ADMINISTRATOR and/or VOLAG~~  
3 ~~approved employment services program.~~

4           3.26 Workforce Investment Act (WIA): ~~Provides for federally funded~~  
5 ~~employment and training services for economically disadvantaged individuals~~  
6 ~~operated in Orange County by three (3) service delivery areas: Anaheim, Santa~~  
7 ~~Ana, and the County of Orange.~~

8           3.27 Welfare To Work (WTW): ~~A mandated program under the CalWORKs Act~~  
9 ~~which requires non exempt parents or caretakers in families on CalWORKs~~  
10 ~~assistance to meet work requirements by participating in WTW activities, with~~  
11 ~~a goal of unsubsidized employment leading to self-sufficiency.~~

12 4. SERVICE DELIVERY MODEL

13 4.1 Program Objectives:

14           RSS is the process by which a ~~Employment Specialist, Mentor,~~  
15 ~~and/or Counselor~~ Case Manager works directly with the CLIENT to assess the  
16 CLIENT's education, work experience and vocational skills, and subsequently  
17 determines the appropriate means for the CLIENT to obtain employment. The  
18 Case Manager provides social work and employment related services to CLIENTs  
19 consistent with best practices that will assist CLIENTs in obtaining  
20 employment and ~~remove~~ address any barriers that may prevent them from  
21 achieving or maintaining economic self-sufficiency.

22 4.2 Principles:

23           CONTRACTOR shall:

24           4.2.1 Ensure services are conducted in a manner ~~sensitive~~  
25 ~~responsive~~ to literacy, language, and socio-cultural issues that may impact  
26 CLIENTs/Families.

27           4.2.2 Be trained in cultural differences to ensure their  
28 ability to recognize and help CLIENTs who demonstrate language or cultural

1 barriers to employment, including resistance to pursuing employment in  
2 occupations that may be perceived as nontraditional;

3 4.2.3 Identify and be cognizant of the barriers related to  
4 domestic violence, mental health, and/or substance abuse issues, and provide  
5 services or make the appropriate referrals to address the barrier.

6 4.2.4 Ensure CLIENTs/Families are actively referred to needed  
7 services and follow-up will occur to ensure the referral was successful;

8 4.2.5 Ensure opportunities are maximized to provide integrated,  
9 coordinated, and easily accessible resources for CLIENTs/Families;

10 ~~4.2.6 Identify mentors in close proximity of CLIENTs/families  
11 in order to provide ongoing support during the day, evening, and weekend,  
12 either in person or via phone.~~

13 4.2.7 Ensure services are community-based and provide  
14 integrated services that coordinate Federal, State, and community funding  
15 opportunities;

16 4.2.8 Identify CLIENT's strengths utilizing motivational and  
17 strength-based techniques; and

18 4.2.9 Ensure services are outcome-driven and identify  
19 indicators that accurately reflect progress towards outcomes identified in  
20 Subparagraph ~~5 5.2~~ of this Exhibit A.

21 4.3 Hours of Operation

22 4.3.1 CONTRACTOR shall provide service hours that are  
23 responsive to the needs of the target population(s) as determined by  
24 ADMINISTRATOR. At a minimum, CONTRACTOR must provide services Monday through  
25 Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by  
26 the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to  
27 provide the contracted services on holidays, whenever possible ~~excluded~~. In  
28 addition, ~~CONTRACTOR must address the expanded work hours of operation during~~

1 the evening and on weekends that may be required to provide services to  
2 CLIENTS/families.

3 4.3.2 CONTRACTOR shall maintain a holiday schedule consistent  
4 with COUNTY's holiday schedule: New Year's Day, Martin Luther King Day,  
5 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
6 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
7 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written  
8 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday  
9 schedule. Any unauthorized closure shall be deemed a material breach of this  
10 Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

11 4.4 Fiscal Lead Agency

12 The CONTRACTOR Partner Agency designated as the Fiscal Lead Agency  
13 in accordance with Paragraph 19 of this Agreement shall be responsible for the  
14 following:

15 4.4.1 Developing and maintaining a Contractor Partner Agencies  
16 Governance Structure that documents outlining resource sharing,  
17 accountability, decision-making strategies, and a conflict resolution plan.  
18 The Governance Structure shall include, but not be limited to, process of  
19 determining and/or changing the Fiscal Lead Agency, ~~change of designated~~  
20 ~~fiscal agent~~ how the community will be involved and provide ongoing community  
21 input regarding the program and involvement, principles of collaboration, and  
22 voting quorum requirements (including what constitutes a quorum). Each  
23 CONTRACTOR Partner Agency shall agree to the terms and conditions of the  
24 Governance Structure.

25 4.4.2 Providing a copy of the Governance Structure Plan to  
26 ADMINISTRATOR within ten (10) business days of the effective date of this  
27 Agreement ~~by August 30, 2011.~~

28 4.4.3 Facilitating monthly ~~RSS collaborative~~ meetings between

1 the CONTRACTOR Partner Agencies and generating meeting minutes.

2 4.4.4 Collecting and maintaining complete documentation for  
3 invoices from the CONTRACTOR Partner Agencies.

4 4.4.5 Retrieving case files requested for review by  
5 ADMINISTRATOR from for the CONTRACTOR Partner Agencies Agency. Files shall be  
6 maintained at the location of the Designated Fiscal Lead Agency until reviews  
7 have been completed.

8 4.4.6 Overseeing the collection, maintenance, and management of  
9 RSS data including outcome measurements from the CONTRACTOR Partner Agencies  
10 Agency.

11 4.4.7 Generating monthly reports for submission to  
12 ADMINISTRATOR.

13 4.4.8 Collecting information from CONTRACTOR Partner Agencies  
14 Agency and generating a monthly RSS activity calendar.

15 4.4.9 Ensuring CONTRACTOR Partner Agencies are Agency is  
16 current on required submit all documentation required by this Agreement to  
17 Administrator (e.g., insurance documentation certificates, copies of  
18 resumes/applications, independent audits).

19 ~~4.4.10 Ensuring CONTRACTOR Partner Agency has a current~~  
20 ~~agreement with the Fiscal Lead Agency and provides a copy to ADMINISTRATOR~~  
21 ~~upon request.~~

22 4.4.11 ~~Facilitating collaborative~~ Collaborating with the other  
23 CONTRACTOR Partner Agencies on activities, services, and programs to ensure  
24 effective service delivery; and

25 4.4.12 Maintaining complete and accurate records of all  
26 financial and outcome measurement data for RSS.

27 5. PERFORMANCE REQUIREMENTS

28 5.1 CONTRACTOR's workload standards with respect to Exhibit A are as

1 follows:

2 5.1.1 Provide Employment Services, as described in Subparagraph  
3 6.1 of this Exhibit A, to ~~five hundred (500)~~ four hundred (400) unduplicated  
4 clients, for each of the following periods: October 1, ~~2011~~ 2014 through  
5 September 30, ~~2012~~ 2015; October 1, ~~2012~~ 2015 through September 30, ~~2013~~ 2016;  
6 and October 1, ~~2013~~ 2016 through September 30, ~~2014~~ 2017.

7 5.1.2 Provide Support Services, as described in Subparagraph  
8 6.1.7 of this Exhibit A, to ~~one thousand (1,000)~~ six hundred (600)  
9 unduplicated clients, including preventative and early intervention  
10 training(s)/workshop(s) to ~~five (500)~~ three hundred (300) CLIENTs, for each of  
11 the following periods: October 1, ~~2011~~ 2014 through September 30, ~~2012~~ 2015;  
12 October 1, ~~2012~~ 2015 through September 30, ~~2013~~ 2016; and October 1, ~~2013~~ 2016  
13 through September 30, ~~2014~~ 2017.

14 5.1.3 Provide Mentoring Services, as described in Subparagraph  
15 6.5 of this Exhibit A, to ~~five hundred (500)~~ four hundred (400) unduplicated  
16 clients, including mental health services or group counseling to twenty-five  
17 (25) CLIENTs, for each of the following periods: October 1, ~~2011~~ 2014 through  
18 September 30, ~~2012~~ 2015; October 1, ~~2012~~ 2015 through September 30, ~~2013~~ 2016;  
19 and October 1, ~~2013~~ 2016 through September 30, ~~2014~~ 2017.

20 5.1.4 Provide Citizenship and Naturalization Services to twenty  
21 (20) ~~thirty-five (35)~~ unduplicated clients, as described in Subparagraph 6.6  
22 of this Exhibit A, for each of the following periods: October 1, ~~2011~~ 2014  
23 through September 30, ~~2012~~ 2015; October 1, ~~2012~~ 2015 through September 30,  
24 ~~2013~~ 2016; and October 1, ~~2013~~ 2016 through September 30, ~~2014~~ 2017.

25 5.2 ~~For purposes of~~ CONTRACTOR shall meet, but shall not be limited  
26 to, the following outcomes during the term of this Agreement, ~~CONTRACTOR and~~  
27 ADMINISTRATOR agree to the following outcome objectives:

28 5.2.1 Seventy percent (70%) of the unduplicated clients

1 identified in Subparagraph 5.1.1 are placed in either full time or part time  
2 employment.

3 5.2.2 ~~Seventy five percent (75%)~~ Eighty-five percent (85%) of  
4 the unduplicated clients identified in Subparagraph 5.2.1 retain employment  
5 for ninety (90) days.

6 5.2.3 ~~Eighteen percent (18%)~~ Twenty percent (20%) of the  
7 unduplicated clients identified in Subparagraph 5.2.1 obtain an average wage  
8 of ~~thirty-five percent (35%)~~ eighteen percent (18%) above the prevailing  
9 California minimum wage.

10 5.2.4 ADMINISTRATOR, in its sole discretion, may require  
11 changes to the outcome objectives stated above, in accordance with any changes  
12 in law, or State or Federal regulations.

## 13 6. SERVICES TO BE PROVIDED

### 14 6.1 Employment Services

15 6.1.1 CLIENTs to be served will be cash aided and non-cash  
16 aided individuals, or individuals whose cash aid has stopped but are currently  
17 receiving services. Cash aided CLIENTs include are those CLIENTs in the RCA  
18 and GR programs—Refugee Cash Assistance (RCA) Program. Those eligible for RCA  
19 are needy refugees without children, who are not otherwise eligible for any  
20 other cash aid. CLIENTs and may be eligible for 8 months of RCA. ~~Non-exempt~~  
21 ~~individuals~~—Mandatory Referrals must participate in refugee specific  
22 employment services and are eligible to receive other social services during  
23 the same 8-month period. These may include employability services, English  
24 language instruction, OJT, transportation, citizenship and employment  
25 authorization—document assistance, translation/interpretation, and other  
26 services. The following description of Employment Services is applicable to  
27 RCA GR and the non-cash aided populations.

### 28 6.1.2 Intake and Assessment

1 CONTRACTOR shall:

2 6.1.2.1 Accept and provide Employment Services to all  
3 CLIENTS referred by ADMINISTRATOR.

4 6.1.2.2 Serve non-cash aided ~~refugee groups~~ CLIENTS  
5 referred from public and private agencies, and self-referrals, if there are  
6 openings after all CLIENTS referred by ADMINISTRATOR have been served.

7 6.1.2.3 Verify eligibility of CLIENTS for services by  
8 viewing and photocopying, as appropriate, resident alien cards, U.S.  
9 Citizenship and Immigration Services I-94 forms, asylum approval letters,  
10 trafficking victim Federal certification letters, T(i) or T(ii) visas,  
11 drivers' licenses, and proof of residence in Orange County.

12 6.1.2.4 Ensure CLIENT's ~~Personal~~ Personally  
13 Identifiable Information (PII) is kept confidential and secure in accordance  
14 with the County of Orange Social Services Agency (SSA) Administrative Policies  
15 and Procedures Manual Number I7, Loss of Personally Identifiable Information,  
16 incorporated herein by reference; CONTRACTOR acknowledges receipt of a copy of  
17 said policy. ~~policies and procedures~~ PII is defined as any piece of  
18 information that could be used to uniquely identify, contact, or locate a  
19 single person. Examples include: full name, national identification number,  
20 email address, IP address, driver's license number, and Social Security  
21 Number.

22 6.1.2.5 Provide registration verification,  
23 ~~certification~~ and complete the necessary forms as required by ADMINISTRATOR.

24 6.1.2.6 Explain the Mandatory Work Registration and  
25 Sanctioning process to cash aided CLIENTS.

26 6.1.2.7 Administer the abbreviated version of the  
27 Basic English Skills Test (BEST), an assessment that tests for reading and  
28 writing skills, to determine the individual's Student Performance Level (SPL).



1                   6.1.2.8     Ensure that a cash aided CLIENT with a SPL  
2 lower than four (4) is enrolled in VESL classes and also assigned to  
3 Employment Preparation Workshops and Job Counseling as described in  
4 Subparagraphs 6.1.3 and 6.1.4 below, in accordance with the FSSP. A CLIENT  
5 with a SPL of four (4) shall be referred, as determined appropriate by  
6 CONTRACTOR, to VESL or the full range of Employment Services as described in  
7 this Paragraph 6. A CLIENT with a SPL level of five (5) or higher shall be  
8 referred for the full range of Employment Services, excluding VESL. All  
9 CLIENTs with a SPL of five (5) or higher shall immediately start Job Search  
10 while ~~receiving~~ attending Employment Preparation Workshops.

11                   6.1.2.9     Assign a Case Manager to each CLIENT to  
12 assess his/her potential to obtain employment and develop a Family Self-  
13 Sufficiency Plan (FSSP). To the degree possible, CONTRACTOR shall assign all  
14 members of a Family ~~shall be assigned~~ to one CONTRACTOR's Case Manager.

15                   6.1.2.10    Conduct an orientation of the program  
16 requirements for all CLIENTs in their native languages whenever possible and  
17 if not, in languages that ~~the~~ CLIENTs understand, explaining public  
18 assistance (to cash aided CLIENTs), the established grievance procedures, the  
19 purpose of the refugee programs, the training and Employment Services  
20 available, and the employment focus and goal of these programs.

21                   6.1.2.11    Obtain information including, but not limited  
22 to, personal data, health status, work history, educational background,  
23 language proficiency, job skills, previous training received, length of time  
24 in the U.S., and barriers, if any, to training and employment.

25                   6.1.2.12    Provide an inclusive assessment of the Family  
26 to design a comprehensive service strategy that not only focuses ~~focus~~ on  
27 tangible barriers to employment but also incorporates ~~incorporating~~ other  
28 areas of potential need. This strategy will form the basis of the FSSP that

1 addresses the Family's needs from the time of arrival until the attainment of  
2 economic independence. The FSSP should address the CLIENT's and/or Family's  
3 need for ~~both~~ employment-related services as well as the need for other social  
4 services.

5 6.1.2.13 Develop individual employability plans for  
6 each CLIENT and/or Family member.

7 6.1.2.14 Enroll all eligible CLIENTs into Employment  
8 Services.

9 6.1.2.15 Encourage non-cash aided CLIENTs to follow  
10 the same service flow, if possible. However, since non-cash aided CLIENTs  
11 participate voluntarily, CLIENTs may opt to attend Employment ~~job~~ Preparation  
12 Workshops, instead of following the service flow, prior to Job Placement.

13 6.1.2.16 Determine which of the services outlined in  
14 Paragraph 6 of this Exhibit A, or other available services the CLIENT/Family  
15 needs that support the FSSP, and include ~~them~~ these services in the FSSP.

16 6.1.2.17 Assess Employment Support Services needs such  
17 as, but not limited to, acculturation, household budgeting, housing, and  
18 nutritional concerns.

19 6.1.3 Employment Preparation Workshops, Resources, and  
20 Transportation

21 CONTRACTOR shall:

22 6.1.3.1 Provide Employment Preparation Workshops once  
23 a week for CLIENTs. These workshops shall include training in the following  
24 skills: writing neat and complete applications, opening and closing an  
25 interview, communicating to an employer at least two (2) major strengths,  
26 asking and answering key questions in an interview, dressing appropriately for  
27 an interview, and demonstrating steps to meeting prospective employers'  
28 managers. Topics of workshops shall have prior approval by ADMINISTRATOR.

1                   6.1.3.2     Include additional workshop sessions to  
2 address certain employment related social adjustment topics such as different  
3 cultures in American society, ~~cultural~~ conflicts at the work place, housing,  
4 health care, legal services, ~~and~~ vocational training, work safety, and  
5 employee's rights. To promote self-sufficiency, CONTRACTOR shall utilize  
6 guest speakers during the workshops to present best practices and experiences  
7 in the employment services process. Guest speakers shall be from ECBOs and  
8 Community-Based Organizations (CBO), ~~and former CLIENTs. and Mutual Assistance~~  
9 ~~Association (MAA) counselors to present best practices and experiences in the~~  
10 ~~employment services process~~

11                   6.1.3.3     Establish access to resources for CLIENTs to  
12 practice skills learned in Employment Preparation Workshops. Resources shall  
13 include, but not be limited to, telephones, directories, newspapers, DVDs,  
14 videotapes, personal computers, recorders, and other tools to facilitate  
15 activities in practicing skills learned in Employment Preparation Workshops  
16 skills.

17                   6.1.3.4     ~~Provide CLIENTs transportation to the~~  
18 ~~employment support programs to access Job Search resources, such as~~  
19 ~~newspapers, directories, job listings, computers, and telephone banks.~~

20                   6.1.3.5     Provide transportation to interviews and job  
21 fairs, accompany CLIENTs to oversee completion of employment applications, and  
22 assist with translation during interviews as needed.

23                   6.1.4     Job Counseling and Job Search Assistance

24                   CONTRACTOR shall provide Job Counseling and Job Search  
25 Assistance concurrently to CLIENTs working Part-Time. ~~shall receive Job~~  
26 ~~Counseling and Job Search Assistance, and~~ CLIENTs receiving Job Counseling and  
27 Job Search Assistance may also be enrolled in vocational training.

28                   CONTRACTOR shall:

1                                   6.1.4.1     ~~Ensure CLIENTs meet the participation~~  
2     ~~requirements identified in Subparagraph 6.1.4.2 of this Exhibit A to receive~~  
3     ~~RSS.~~

4                                   6.1.4.2     Ensure CLIENTs employed less than the  
5     required thirty-two (32) hours per week are participating in additional  
6     Employment Services activities, in accordance with Subparagraphs 6.1 and ~~6.2~~  
7     of this Exhibit A, provided that such services do not interfere with the  
8     CLIENT's ~~recipient's~~ job.

9                                   6.1.4.3     Maintain weekly contacts with CLIENTs in  
10    order to monitor Job Search efforts/outcomes.

11                                  6.1.4.4     Identify barriers to employment and monitor  
12    progress on a weekly basis.

13                                  6.1.4.5     Conduct, as needed, individualized support  
14    sessions to build CLIENT's confidence in applying and interviewing for jobs.

15                                  6.1.4.6     Provide personalized Job Search Assistance  
16    and Job Retention Services ~~skill training~~ with orientation and awareness of ~~to~~  
17    the local job market and direction in locating job opportunities.

18                                  6.1.4.7     Provide Job Counseling to ~~assist upgrade~~  
19    partially or temporarily employed CLIENTs to ~~upgrade to~~ full-time employment.

20                                  6.1.4.8     Provide job referrals as needed to increase  
21    skills or earnings.

22                                  6.1.4.9     Develop a Job Search Assistance plan that  
23    requires CLIENTs to file a minimum of three (3) job applications per week with  
24    potential employers, and ~~conduct~~ a minimum of one (1) contact with CONTRACTOR  
25    per week. CLIENTs enrolled in VESL are exempt from the requirement of filing a  
26    minimum of three (3) job applications per week until they begin their fifth  
27    (5<sup>th</sup>) month in the U.S.

28                                  6.1.5     Short-Term Skills Training (ST)

1 CONTRACTOR shall:

2 6.1.5.1 Evaluate and refer CLIENTs for ST offered by  
3 providers such as adult education centers, regional occupational programs, and  
4 community colleges.

5 6.1.5.2 Monitor CLIENTs attendance in training  
6 programs not provided by CONTRACTOR, including obtaining attendance records;  
7 and identify and address barriers to program completion. ~~placed in training in  
8 outside agencies to ensure attendance and to resolve barriers to program  
9 completion~~

10 6.1.5.3 Document attendance in accordance with  
11 Subparagraph 8.4 of this Exhibit A.

12 6.1.5.4 Ensure ST programs do not exceed four (4)  
13 months.

14 6.1.6 Job Development and Placement

15 CONTRACTOR shall:

16 6.1.6.1 Provide CLIENTs with job leads and  
17 information regarding potential employers and prepare CLIENTs for job  
18 application completion and job interviews.

19 6.1.6.2 Provide individualized services to CLIENTs at  
20 the Resource Center as described in Subparagraph 7.2 of this Exhibit A.

21 6.1.6.3 Secure and/or provide any necessary  
22 transportation to potential employment sites and interviews, exploring  
23 employer-sponsored car pools, placing Family members in staggered shifts to  
24 alleviate transportation issues, and developing jobs accessible by ~~to~~ public  
25 transportation.

26 6.1.6.4 Serve as a liaison and support between  
27 CLIENTs and employers.

28 6.1.6.5 Monitor CLIENTs during probationary period of

1 employment, assess compatibility with employer, and problem solve as needed.

2 6.1.7 Employment Support, ~~Services~~ Job Retention ~~Services~~,  
3 and Other Employability Services

4 CONTRACTOR shall provide the following Employment  
5 Support, Job Retention ~~Services~~, and Other Employability Services for a  
6 period of up to twelve (12) months from employment date or until the  
7 termination of CONTRACTOR's agreement with ADMINISTRATOR, whichever occurs  
8 first:

9 6.1.7.1 ~~Provide~~ Individualized or group vocational  
10 counseling to assist CLIENTs to retain employment, or to increase earning  
11 capacity by identifying opportunities for advancement, learning new skills,  
12 upgrading present skills, finding better paying jobs, replacing lost jobs, and  
13 helping Part-Time employed CLIENTs to secure full-time positions.

14 6.1.7.2 ~~Provide~~ Services that address issues and  
15 barriers to attaining self-sufficiency that may range from referral for  
16 resolution of behavioral health issues to facilitation of emergency services  
17 and access to available community resources.

18 6.1.7.3 ~~Provide~~ Ongoing support and translation  
19 services to CLIENT and employer to resolve problems that CLIENTs may face at  
20 the work place such as ~~cultural~~ conflicts with co-workers of different ethnic  
21 groups.

22 6.1.7.4 ~~Conduct~~ Follow-up by contacting the  
23 CLIENT/Family after placement to determine retention and assess the  
24 CLIENT's/Family's progress towards the goal of self-sufficiency within the  
25 following:

26 6.1.7.5.1 Thirty (30) days;

27 6.1.7.5.2 Ninety (90) days;

28 6.1.7.5.3 Six (6) months;

1 6.1.7.5.4 Nine (9) months; and

2 6.1.7.5.5 Twelve (12) months.

3 6.1.7.5 Retain an active CLIENT file for a period of  
4 twelve (12) months from employment or until the termination of this Agreement,  
5 whichever occurs first.

6 6.1.7.6 Refer CLIENTs for ~~VESL~~ English Language  
7 Training (ELT) and/or Skills Training classes conducted by local educational  
8 providers or CONTRACTOR(s) to promote continued education, and to assist the  
9 CLIENT in learning new skills or enhance ~~upgrade~~ present job skills to  
10 increase earnings potential.

11 6.1.8 Vocational English as a Second Language Services (VESL)

12 CONTRACTOR shall:

13 6.1.8.1 Enroll CLIENTs in VESL ~~in accordance with~~  
14 ~~Subparagraph 6.1.8 of this Exhibit A~~, for a maximum of three (3) months.

15 6.1.8.2 Document attendance in accordance with  
16 Subparagraph 8.4 of this Exhibit A.

17 6.1.8.3 Provide classroom training of the English  
18 language as it relates to finding, obtaining, and maintaining employment.  
19 CLIENTs may be temporarily excused from classes for job interviews when and if  
20 appropriate job openings are identified.

21 6.1.8.4 Utilize a curriculum that is ELT correlated  
22 with emphasis on job-related terminology.

23 6.1.8.5 Provide open entry/open exit instruction for  
24 a minimum of fifteen (15) hours per week. Class instruction will be offered  
25 during business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., with  
26 instructional offerings during non-business hours to meet the needs of the  
27 target population.

28 6.1.8.6 Provide different levels of VESL, as

1 appropriate, to meet CLIENT's needs.

2 6.1.8.7 Integrate monthly workshops, preferably  
3 employment related, with VESL classes; workshops and materials must be pre-  
4 approved by ADMINISTRATOR.

5 6.1.8.8 Work with school districts and community  
6 colleges to secure in-kind contributions of classroom space and/or teachers.  
7 If community colleges and school district teachers contribute to less than  
8 fifteen (15) hours of instruction per week, CONTRACTOR will mobilize community  
9 and CONTRACTOR staff supports to supplement the teachers during the uncovered  
10 hours.

11 6.1.8.9 Conduct post testing on all enrollees tested  
12 per Subparagraph 6.1.2.7 of this Exhibit A, to document individual progress as  
13 well as success of the instruction, and record test results in the CLIENT's  
14 file.

15 6.2 Employment Support Services Outreach and Referral to Low Income  
16 Programs:

17 CLIENTs to be served shall be both cash aided and non-cash aided  
18 CLIENTs.

19 6.2.1 Intake and Assessment

20 CONTRACTOR shall:

21 6.2.1.1 Accept all referrals from SSA, public and  
22 private agencies, and self-referrals for CLIENTs.

23 6.2.1.2 Accept cash aided and non-cash aided CLIENTs.

24 6.2.1.3 Solicit eligible CLIENTs on a voluntary  
25 basis.

26 6.2.1.4 Verify eligibility for services by viewing  
27 and photocopying, as appropriate, resident alien cards, U.S. Citizenship and  
28 Immigration Services' I-94 forms, asylum approval letters, trafficking victim



1 Federal certification letters, T(i) or T(ii) visas, driver's licenses, and  
2 proof of residence in Orange County.

3 6.2.1.5 Provide registration verification  
4 ~~certification~~, and complete the necessary forms as required by ADMINISTRATOR.

5 6.2.1.6 Assign a Case Manager ~~or other similar staff~~  
6 ~~person~~ to each CLIENT who shall act as an advisor to assess the  
7 CLIENT's/Family's needs, and who will inform them of community resources, make  
8 appropriate referrals, and follow-up.

9 6.2.1.7 Refer CLIENTs to Low Income Programs, as  
10 described in Subparagraph 6.2.3.1 of this Exhibit A, and follow up to confirm  
11 outcome of referral. Make any additional referrals for services as needed.

12 6.2.1.8 Conduct an orientation on the purpose and  
13 goals of the RSS program as described in Subparagraph 2 of this Exhibit A, the  
14 available services as described in Paragraph 6 of this Exhibit A ~~the Agreement~~  
15 , and the Formal Grievance Process as described in Subparagraph 9.7 of this  
16 Exhibit A ~~grievance procedure~~ for all CLIENTs in their native language  
17 whenever possible, and if not, in a language that the ~~individual~~ CLIENT  
18 understands.

19 6.2.1.9 Conduct a service needs assessment,  
20 documenting on a form approved by ADMINISTRATOR, at a minimum, the issues and  
21 barriers to attaining and maintaining stability, community integration and  
22 self-sufficiency, and the services required to address the CLIENT's/Family's  
23 needs, ~~which will~~ and improve the CLIENT's/Family's quality of life. For  
24 CLIENTs participating in Employment Services, this strategy ~~should~~ shall be  
25 included as part of the FSSP.

#### 26 6.2.2 Outreach

27 CONTRACTOR shall conduct on-going activities to identify  
28 and notify low-income CLIENTs/Families of available services, service

1 locations, and how to access the services provided under this Agreement.

2 6.2.3 Referral to Low Income Programs

3 CONTRACTOR shall:

4 6.2.3.1 Refer CLIENTs/Families for other appropriate  
5 services or community resources including, but not limited to, ~~Healthy~~  
6 ~~Families~~; Head Start; Women, Infants, and Children's Services Program (WIC);  
7 CalFresh; Covered California; Medi-Cal; Low Income Home Energy Assistance  
8 Program (LIHEAP); the Utility Company's Reduced Rate Programs (RRP); consumer  
9 education programs; childcare services and payment programs; low income  
10 housing assistance and housing subsidy programs, including first time buyer  
11 programs; food assistance programs such as food banks, VOLAG RAs, ECBOs ~~MAAs~~;  
12 and other local community agencies providing services, as appropriate, to  
13 remove barriers and/or improve the CLIENT's/Family's quality of life by  
14 increasing access to services.

15 6.2.3.2 Refer non-cash aided CLIENTs/Families to SSA,  
16 the Social Security Administration, or other agencies providing financial  
17 assistance as appropriate.

18 6.2.3.3 Provide CLIENTs/Families with community  
19 resource materials.

20 6.2.3.4 Provide CLIENTs/Families assistance in  
21 enrolling ~~enrollment~~ in low income programs assistance by making application  
22 forms available and assisting in completion of the forms.

23 6.2.3.5 Follow-up with CLIENTs/Families to ensure  
24 referrals to services outside CONTRACTOR's agency were successful.

25 6.3 Interpretation/Translation Services

26 CONTRACTOR shall:

27 6.3.1 Provide CLIENTs/Families interpretation/translation  
28 services to assist CLIENTs with enrollment in low-income programs, or make the

1 appropriate referral.

2 6.3.2 Provide CLIENTS/Families legal or medical  
3 interpretation/translation services, or make the appropriate referral.

4 6.4 Training(s)/Workshop(s)

5 Training(s)/workshop(s) shall be provided on the following  
6 subjects: domestic violence and child abuse prevention, parenting, cultural  
7 awareness, anger management, and mental health services.

8 6.5 Mentoring Services

9 CLIENTS and their families are eligible to receive Mentoring  
10 Services if they are eligible to receive RSS pursuant to this Agreement and if  
11 they have been residing in the U.S. for less than one year. ~~This includes~~  
12 ~~those participating in the CalWORKs WTW program or who are exempt from~~  
13 ~~participating in the WTW program.~~

14 CONTRACTOR shall:

15 6.5.1 Develop a plan that addresses the CLIENT's/Family's  
16 concerns; the need for acculturation and specialized needs; ~~as well as,~~ and  
17 the need for other social services, such as, but not limited to, Medi-Cal and  
18 CalFresh. For CLIENTS participating in Employment Services, this strategy  
19 should be included as part of the FSSP.

20 6.5.2 Refer CLIENT's/Families as needed to ~~VOLAG~~ RAs, ECBOs,  
21 ~~MAAs,~~ other service agencies, or other COUNTY CONTRACTOR contracted service  
22 providers, as appropriate, to assist CLIENT's/Families to ~~eliminate~~ address  
23 barriers including, but not limited to, personal health, Family conflict,  
24 housing, and transportation issues.

25 6.6 Citizenship and Naturalization Services

26 ~~All elderly~~ Older Refugees are eligible to receive or be referred  
27 to Citizenship and Naturalization Services. Older Refugees are defined as  
28 Refugees sixty (60) years of age and over. CONTRACTOR shall provide ~~the~~

1 following services ~~in the following areas~~ in order to facilitate self-  
2 sufficiency:

3 6.6.1 ~~English as a Second Language~~ English Language Training  
4 (ELT)

5 CONTRACTOR shall:

6 6.6.1.1 CONTRACTOR shall provide or refer elderly  
7 Older Refugees to ~~training in English as a Second Language~~ ELT specifically  
8 designed for seniors Older Refugees who are preparing for naturalization.

9 6.6.2 Citizenship Training

10 CONTRACTOR shall:

11 6.6.2.1 Provide or refer elderly Older Refugees to  
12 citizenship classes with a curriculum consisting of integrated instruction in  
13 American history and civics. Lessons will include preparation for the U.S.  
14 Citizenship and Immigration Services interview.

15 6.6.2.2 Provide training for seniors Older Refugees  
16 with an understanding of their basic rights and responsibilities as U.S.  
17 citizens.

18 6.6.3 Naturalization Application Assistance

19 CONTRACTOR shall:

20 6.6.3.1 Provide application assistance to facilitate  
21 seniors Older Refugees in completing the application process, including  
22 appointments to take the written civics and history exams.

23 6.6.3.2 Arrange for ADA Americans with Disabilities  
24 ACT of 1990 accommodations for seniors Older Refugees with special needs.

25 6.6.4 Transportation

26 CONTRACTOR shall:

27 6.6.4.1 Provide transportation to seniors Older  
28 Refugees in need of transportation services to classes and citizenship

1 naturalization services.

2 6.6.4.2 Maintain a log of the CLIENTs that receive  
3 this service.

4 7. OTHER CONTRACTOR REQUIREMENTS

5 CONTRACTOR shall:

6 7.1 Follow ADMINISTRATOR's and California Department of Social  
7 Services' current procedures concerning any CLIENT's failure to participate or  
8 cooperate. ADMINISTRATOR will forward such procedures to CONTRACTOR.

9 7.2 Offer an onsite Resource Center that includes, but shall not be  
10 limited to, the following:

11 7.2.1 Computer labs;

12 7.2.2 Audio/visual training equipment;

13 7.2.3 Resume preparation assistance;

14 7.2.4 Job Search;

15 7.2.5 Internet access;

16 7.2.6 Phone banks;

17 7.2.7 Resource directories;

18 7.2.8 Local Newspapers; and

19 7.2.9 Fully staffed Resource Center, primarily by employment  
20 and support services trained staff during normal business hours, and  
21 additional hours as needed.

22 7.3 Utilize the Family Self-Sufficiency Plan (FSSP) to monitor the  
23 CLIENT's progress through the RSS program and through other service providers.  
24 Monitoring includes, but is not limited to, Job Placement, job employment  
25 retention, status of referrals to service providers and changes to an  
26 individual's personal data. This will also include completing all Mandatory  
27 Referral forms as well as coordinating with and providing information, as  
28 determined necessary by ADMINISTRATOR, to the referring agencies.

1           7.4 Document progress, attendance and participation hours in  
2 accordance with Subparagraph 8.4 of this Exhibit A.

3           7.5 Document failure by a cash aided CLIENT to participate/cooperate  
4 utilizing forms provided by ADMINISTRATOR ~~through the use of the forms and~~  
5 ~~documentation as ADMINISTRATOR may require.~~

6           7.6 Forward to ADMINISTRATOR appropriate documentation of  
7 noncompliance and nonparticipation regarding a ~~mandated~~ CLIENT who is required  
8 to participate ~~for a good cause determination, sanction implementation or~~  
9 ~~conciliation plans.~~

10          7.7 Employ or subcontract with staff as described in Subparagraph  
11 14.2.1 of this Exhibit A that speak the CLIENTs' native languages and are  
12 culturally knowledgeable of ~~responsive to the populations served.~~

13          7.8 Encourage all CLIENTs, who meet the qualifications, to apply for  
14 CONTRACTOR staff positions. ~~This especially applies to women, thus ensuring~~  
15 ~~that they reach~~ to assist in reaching the goal of self-sufficiency.

16          7.9 Follow ADMINISTRATOR's procedures with respect to all CLIENTs.

17          7.10 Participate in Fair Hearings as necessary. Fair Hearings is a  
18 process available to CLIENTs if they disagree with an action taken by COUNTY.

19        8.    REPORTING REQUIREMENTS

20          8.1   Reports

21                CONTRACTOR shall:

22                8.1.1 Complete reports as required by ADMINISTRATOR, including  
23 Quarterly Performance, Quarterly Progress, and Semi-Annual Progress reports.

24                8.1.2 Comply with data gathering methodology as prescribed, ~~and~~  
25 ~~in a format approved by ADMINISTRATOR.~~

26                8.1.3 Maintain and submit Employment Services and demographic  
27 statistics on CLIENTs served and services provided as required by  
28 ADMINISTRATOR

1                   8.1.4    Maintain records, collect data, and provide reports as  
2 required by ADMINISTRATOR in order to track workload standards identified in  
3 Subparagraph 5.1 of this Exhibit A, progress, and monitor outcome objectives  
4 identified in Subparagraph 5.2 of this Exhibit A. Data elements ~~may~~ shall  
5 include, but are not limited to, the following:

6                   8.1.4.1    Number of CLIENTs and breakdown of number of  
7 CLIENTs by age group, type of service and time elapsed from date of entry in  
8 the US;

9                   8.1.4.2    Number of unduplicated CLIENTs placed into  
10 Employment Services as described in Subparagraph 5.1.1;

11                   8.1.4.3    Number of unduplicated CLIENTs placed into  
12 Support Services as described in Subparagraph 5.1.2;

13                   8.1.4.4    Number of unduplicated CLIENTs placed into  
14 Mentoring Services as described in Subparagraph 5.1.3;

15                   8.1.4.5    Number of unduplicated CLIENTs placed into  
16 Citizenship and Naturalization Services as described in Subparagraph 5.1.4;

17                   8.1.4.6    Percentage of unduplicated CLIENTs placed in  
18 either full or Part-Time employment;

19                   8.1.4.7    Percentage of Job Placement with an average  
20 starting wage of at least ~~thirty-five percent (35%)~~ eighteen percent (18%)  
21 above the prevailing California minimum wage;

22                   8.1.4.8    Percentage of CLIENTs who retain employment  
23 for at least ninety (90) days;

24                   8.1.4.9    Referrals made and referral outcomes;

25                   8.1.4.10   Length of time placed in Employment Services;

26                   8.1.4.11   Pay rate and length of time of ~~job~~ employment  
27 retention;

28                   8.1.4.12   Statistics regarding characteristics of

1 identified segments of the refugee population;

2 8.1.4.13 Summary of complaints received;

3 8.1.4.14 Outcomes of supervisory case reviews; and

4 8.1.4.15 Training activities and attendees.

5 8.2 Communication

6 8.2.1 Communication is essential to a CLIENT's success in  
7 achieving and maintaining economic self-sufficiency. CONTRACTOR shall  
8 communicate with ADMINISTRATOR and service providers as needed. Frequency of  
9 communication shall depend on the individual case CLIENT/Family and specific  
10 service issue(s) ~~needs and/or plan~~. After initial referral to a service  
11 provider, follow up communication shall be made with the CLIENT within seven  
12 (7) to ten (10) working days to ensure ~~that link to the referred service was~~  
13 ~~successful~~ ~~the referral was successful~~. All such communication shall be  
14 documented per Subparagraph 8.4.

15 8.2.2 Written communication shall be used to share case  
16 information or changes in a timely manner. Verbal communication shall be  
17 narrated per Subparagraph 8.4.

18 8.2.3 CONTRACTOR is required to maintain ~~regular~~ weekly contact  
19 with all CLIENTs in the caseload to better serve them as they move toward  
20 self-sufficiency. Ongoing contact with the CLIENT can serve to help the  
21 CONTRACTOR obtain necessary information, documentation, and to assess the  
22 CLIENT's needs. Types of expected contacts include, but are not limited to,  
23 face-to-face at the CONTRACTOR's office location, home visits, site visits  
24 with CLIENTs, letter/correspondence, and telephone contact.

25 8.2.4 All contacts should motivate and counsel CLIENTs in the  
26 benefits of economic self-sufficiency. Contacts should include, but are not  
27 limited to, gathering information needed to update the case, inquiring as to  
28 needs, and/or addressing and resolving identified CLIENT issues.



1           8.3   Forms

2           ADMINISTRATOR will provide a camera-ready copy of all mandatory  
3 State and COUNTY forms. CONTRACTOR shall be responsible for duplication and  
4 distribution of the forms to its staff. ~~and any partner agencies and providers~~  
5 CONTRACTOR may develop their own internal forms that are not mandated by  
6 COUNTY, or by program requirements. However, internal forms shall be reviewed  
7 and approved by ADMINISTRATOR prior to implementation.

8           8.4   Case Narratives

9           Narration is a vital part of the case record, and as such  
10 CONTRACTOR shall accurately maintain and update the case narrative. Case  
11 narratives shall be completed any time there is significant action taken by any  
12 staff person associated with the file. All entries by ~~the~~ CONTRACTOR are to be  
13 signed, dated, legible, and in a format approved by ADMINISTRATOR. Case  
14 narratives shall include, but are not limited to, the following items:

15               8.4.1   ~~Mentoring contract with CLIENTS/Families;~~

16               8.4.2   Date case/referral is received;

17               8.4.3   Current status of the case, including assessment of  
18 service needs, actions taken, and status of referrals;

19               8.4.4   Scheduled date and reason for all contacts;

20               8.4.5   Overall plan of CLIENT contact, outcomes, and follow-up  
21 dates arranged during contact;

22               8.4.6   Participation hours;

23               8.4.7   Complete and accurate description of the case activity;

24               8.4.8   Issues related to the CLIENT's progress toward the goals  
25 established in the FSSP;

26               8.4.9   Identification of any missing information; and

27               8.4.10   The closing narrative shall include date and reason for  
28 the case being closed and incomplete actions and reasons.

1           9.     PERFORMANCE MONITORING

2                 9.1    Quality Control

3                     CONTRACTOR shall establish and utilize a comprehensive Quality  
4                     Control Plan, in a format approved by ADMINISTRATOR, to monitor the level of  
5                     program services and quality. The Quality Control plan shall be submitted to  
6                     ADMINISTRATOR by ~~December 1, 2011~~ November 1, 2014. The Quality Control Plan  
7                     shall be in effect throughout the term of this Agreement and shall be updated  
8                     as needed and submitted to ADMINISTRATOR for approval before changes are  
9                     implemented.

10                    9.1.1    The Quality Control Plan shall include, but not be  
11                    limited to, the following:

12                             9.1.1.1    The method for ensuring the services,  
13                             deliverables, and requirements ~~are being provided~~ as defined in this Agreement  
14                             ~~are being provided at or above the level of quality required;~~

15                             9.1.1.2    The method for assuring that the professional  
16                             staff rendering services under this Agreement have the necessary  
17                             qualifications;

18                             9.1.1.3    The method for assuring all staff receives  
19                             initial and ongoing training for implementation of Paragraph 6 of this Exhibit  
20                             A;

21                             9.1.1.4    The method for identifying and preventing  
22                             deficiencies in the quality of service; ~~as defined by in SSA Policies and~~  
23                             ~~Procedures~~

24                             9.1.1.5    The method for providing ADMINISTRATOR with a  
25                             copy of CONTRACTOR case reviews, and ~~including if necessary,~~ a clear  
26                             description of, ~~and~~ any corrective action taken to resolve identified  
27                             problems;

28                             9.1.1.6    Items/areas to be inspected on either a

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

3 9.1.1.7 Specific methods for identifying and  
4 preventing deficiencies in the quality of service performed, before the level  
5 of performance becomes unacceptable;

6 9.1.1.8 Maintenance of a file of all inspections  
7 conducted by CONTRACTOR and, if necessary, the corrective action taken; and

8 9.1.1.9 Method for continuing services in the event  
9 of a strike by CONTRACTOR's employees or a natural disaster.

## 10 9.2 Case Reviews and Audits

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

20 9.2.1 Mandated reviews to meet State reporting requirements for  
21 RSS;

22 9.2.2 Reviews to meet Refugee Program Bureau requirements for  
23 RSS; and

24 9.2.3 COUNTY, State, and Federal audits.

## 25 9.3 Supervisor Reviews

26 CONTRACTOR's supervisors shall review a minimum of two (2) active  
27 cases per case carrying staff each month in a format approved by ADMINISTRATOR.  
28 Cases shall be randomly selected per a method determined by ADMINISTRATOR.

1 Supervisor reviews shall include, but not be limited to:

2 9.3.1 Overall case management and application of RSS rules and  
3 regulations.

4 9.3.2 CLIENT's participation hours, case discrepancies, and any  
5 other identified corrective actions required.

6 9.3.3 Narration (s) in the case record, including, but not  
7 limited to:

8 9.3.3.1 Summary of the case review findings, and

9 9.3.3.2 Strategy recommendations to assist the CLIENT  
10 in achieving FSSP positive outcomes.

11 9.4 Contractor Performance Monitoring

12 CONTRACTOR's performance shall be monitored and reviewed by  
13 ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of  
14 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in  
15 providing the information necessary for monitoring CONTRACTOR's performance  
16 under this Agreement. ADMINISTRATOR may use a variety of inspection methods  
17 to evaluate CONTRACTOR's performance, including, but not be limited to, the  
18 following:

19 9.4.1 Monthly reviews of CONTRACTOR's case management  
20 performance and implementation of best practices to achieve outcomes.  
21 ADMINISTRATOR will review CONTRACTOR cases and applicable data reports to  
22 ensure compliance with the RSS requirements:

23 9.4.2 Periodic site visits;

24 9.4.3 Random sampling of program activities including a review  
25 of case files each month;

26 9.4.4 Activity checklists and random observations;

27 9.4.5 Inspection of output items on a periodic basis as deemed  
28 necessary;

1 9.4.6 Review of CONTRACTOR's statistical reports;

2 9.4.7 RSS participant complaints; and

3 9.4.8 Service provider complaints or reports.

4 9.4.9 When it is determined that services were not performed in  
5 accordance with ~~SSA policies Contract~~ the requirements of this Agreement  
6 during the review period, ADMINISTRATOR may require corrective action plans.  
7 CONTRACTOR shall, within the time period specified in any such corrective  
8 action plan, remedy the performance defects. Performance evaluation meetings  
9 will be conducted as deemed necessary by ADMINISTRATOR.

10 9.5 Handling Complaints

11 CONTRACTOR shall:

12 9.5.1 Develop, operate and maintain procedures for receiving,  
13 investigating and responding to provider and CLIENT complaints, including  
14 Civil Rights complaints, requests for reviews by ADMINISTRATOR, negative  
15 comments and other complaints relating to services provided under this  
16 Agreement. ~~RSS~~

17 9.5.2 Maintain a log for identification and response to CLIENTS'  
18 complaints. When complaints cannot be resolved informally, a system of  
19 follow-through shall be instituted which adheres to formal plans for specific  
20 actions. ~~and strict time deadlines~~ Responses to complaints should occur within  
21 two (2) business days, unless otherwise authorized by ADMINISTRATOR.

22 9.5.3 For Civil Rights complaints, refer to Subparagraph 8.6.2  
23 of this Agreement.

24 9.5.4 When CONTRACTOR believes any complaint may have legal  
25 implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint  
26 immediately to ADMINISTRATOR prior to responding to the complaint. In the  
27 event any such complaint pertains to an injury or property damage, CONTRACTOR  
28 shall follow the provisions as set forth in Subparagraph 13.1 of this

1 Agreement. ~~Identify issues with potential legal implications, and review any~~  
2 ~~such cases with ADMINISTRATOR prior to responding to the complaints.~~

3 ~~9.5.5 Provide to ADMINISTRATOR, in a format approved by~~  
4 ~~ADMINISTRATOR, information pertaining to complaints, as well as the~~  
5 ~~CONTRACTOR's response to any complaints as described in Subparagraphs 9.5.1~~  
6 ~~through 9.5.3 above within ten (10) business days of the complaint.~~

7 9.5.6 ~~Provide a summary of all complaints and/or negative~~  
8 ~~comments on a format approved by ADMINISTRATOR. Complaints include, but are~~  
9 ~~not limited to, complaints from CLIENTs, other contract service providers,~~  
10 ~~community organizations, and the public.~~

11 9.5.7 CONTRACTOR shall provide to ADMINISTRATOR, in a form  
12 approved by ADMINISTRATOR, information pertaining to complaints, as well as  
13 CONTRACTOR's response to any complaints as described above within ten (10)  
14 business days of the complaint. CONTRACTOR shall provide a summary of all  
15 complaints and/or negative comments as prescribed and on a format approved by  
16 ADMINISTRATOR. Complaints include, but are not limited to, complaints from  
17 CLIENTs, other COUNTY contracted service providers, community organizations,  
18 and the public.

19 9.6 Welfare Fraud Investigation Referrals

20 If CalWORKs/RCA eligibility or Supportive Services payment fraud  
21 is suspected, either by the CLIENT or a service provider, CONTRACTOR staff  
22 shall inform ADMINISTRATOR ~~the appropriate COUNTY staff to initiate the~~  
23 ~~referral. CONTRACTOR shall inform and initiate referral to the appropriate~~  
24 ~~COUNTY staff if CalWORKs or RCA eligibility fraud by the CLIENT is suspected.~~

25 9.7 Formal Grievance Process and State Hearing

26 9.7.1 CONTRACTOR shall inform each CLIENT of his/her grievance,  
27 State Hearing and Civil Rights, and of his/her right to request a review by a  
28 COUNTY worker should the CLIENT disagree with an action made by the

1 CONTRACTOR.

2 9.7.2 Grievance Rights and Civil Rights notices, in multiple  
3 languages, shall be posted in RSS office(s) where all CLIENTs can easily see  
4 them, in accordance with Subparagraph 8.6 of this Agreement.

5 9.7.3 CONTRACTOR shall attend COUNTY Formal Grievance Hearings  
6 and State Hearings as needed, and comply with the decisions of the Hearing  
7 Officers. All actions involving the Formal Grievance Process and State  
8 Hearings shall be properly documented

9 10. OUTSIDE CONTACTS

10 CONTRACTOR shall:

11 10.1 Immediately inform ADMINISTRATOR of any inquiry from an elected  
12 official, their representative, participant advocate, or the press, and  
13 immediately provide information in order for ADMINISTRATOR to respond.

14 10.2 Consult with ADMINISTRATOR prior to initiating contact with a  
15 participant advocate or the press.

16 10.3 Inform ADMINISTRATOR prior to initiating contact with an elected  
17 official or their representative.

18 11. COORDINATION

19 11.1 CONTRACTOR must jointly host regular coordination meetings with  
20 ADMINISTRATOR and CONTRACTOR's staff to coordinate procedures, review program  
21 operations, and solve problems.

22 12. FACILITIES

23 12.1 CONTRACTOR shall provide its own facility for CONTRACTOR's  
24 administrative functions and programmatic functions of administering services  
25 pursuant to this Agreement. COUNTY has the right to approve or disapprove of  
26 CONTRACTOR's facility and location.

27 12.1.1 CONTRACTOR shall provide space for the provision of  
28 services under this Agreement at the following sites:

631 S. Brookhurst Street Suite 107, Anaheim CA 92804

4199 Campus Drive Suite #550, Irvine, CA 92612

20 Truman Suite #104, Irvine, CA 92620

12.2 CONTRACTOR's facilities shall be safe, clean structures and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended. CONTRACTOR shall provide all repair, maintenance, and janitorial services to all premises on a five-day-per-week basis, subject to the satisfaction of COUNTY. If CONTRACTOR fails to provide satisfactory repair, maintenance, and janitorial services to the premises, ADMINISTRATOR may notify CONTRACTOR in writing. Failure to comply shall result in termination of this Agreement.

CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility (ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

### 13. BUDGET

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

#### Budget for Period of October 1, 2014 through September 30, 2015

##### Line Items:

##### SALARIES AND EMPLOYEE BENEFITS

	Maximum Hourly Rate <sup>(1)</sup>	FTEs <sup>(2)</sup>	Amount <sup>(3)</sup>
<u>Direct Service Positions</u>			
Program Director	19.23	1.00	\$40,000
Supervisor	18.00	1.95	73,008
Mental Health Therapist	35.00	0.25	9,100
Administrative Support	9.60	1.25	24,960



1	Case Manager	15.00	4.32	134,680
2	Subtotal Direct Service Positions		8.77	281,748
3	Benefits <sup>(4)</sup> (14.0%)			<u>39,445</u>
4	Subtotal Direct Service Positions			
5	and Benefits			\$321,193
6	<u>Administrative Positions<sup>(5)</sup></u>			
7	Executive Director	43.26	0.30	26,994
8	Program Development			
9	Coordinator/Job Developer	18.00	0.50	18,720
10	Bookkeeper	14.75	0.50	15,340
11	Subtotal Administrative Salaries		1.30	61,054
12	Benefits <sup>(4)</sup> (14%)			8,540
13	Subtotal Administrative Salaries			
14	and Benefits			<u>\$69,594</u>
15	TOTAL SALARIES & EMPLOYEE BENEFITS			\$390,787
16	<u>Services and Supplies</u>			
17	Office Expenses			2,153
18	Program Expenses			4,136
19	Telephone/Internet Usage			2,800
20	Mileage & Travel and Gas <sup>(7)</sup>			7,380
21	Independent Audit			<u>5,000</u>
22	TOTAL SERVICES and SUPPLIES			\$21,469
23	<u>Operating Expenses</u>			
24	Facility Lease/Rental			37,200
25	Equipment Lease/Rental/Copy Machine			1,200
26	Insurance			3,700
27	Transportation/Vehicle Lease			14,200
28	Other/OC Refugee Forum			<u>300</u>

1	TOTAL OPERATING EXPENSES	\$56,600
2	SUBTOTAL ACTUAL ALLOWABLE COSTS	\$468,856
3	TOTAL ACTUAL ALLOWABLE COSTS for	
4	October 1, 2014 through	
5	September 30, 2015	\$468,856

Budget for Period of October 1, 2015 through September 30, 2016

Line Items:

SALARIES AND EMPLOYEE BENEFITS

	Maximum Hourly Rate <sup>(1)</sup>	FTEs <sup>(2)</sup>	Amount <sup>(3)</sup>
<u>Direct Service Positions</u>			
Program Director	19.23	1.00	\$40,000
Supervisor	18.00	1.95	73,008
Mental Health Therapist	35.00	0.25	9,100
Administrative Support	9.60	1.25	24,960
Case Manager	15.00	4.32	134,680
Subtotal Direct Service Positions		8.77	281,748
Benefits <sup>(4)</sup> (14.0%)			<u>39,445</u>
Subtotal Direct Service Positions and Benefits			\$321,193
<u>Administrative Positions<sup>(5)</sup></u>			
Executive Director	43.26	0.30	26,994
Program Development Coordinator/Job Developer	18.00	0.50	18,720
Bookkeeper	14.75	0.50	15,340
Subtotal Administrative Salaries		1.30	61,054
Benefits <sup>(4)</sup> (14%)			8,540
Subtotal Administrative Salaries			<u>\$69,594</u>

1	and Benefits	
2	TOTAL SALARIES & EMPLOYEE BENEFITS	\$390,787
3	<u>Services and Supplies</u>	
4	Office Expenses	2,153
5	Program Expenses	4,136
6	Telephone/Internet Usage	2,800
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11	Facility Lease/Rental	37,200
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14	Transportation/Vehicle Lease	14,200
15	Other/OC Refugee Forum	<u>300</u>
16	TOTAL OPERATING EXPENSES	\$56,600
17	SUBTOTAL ACTUAL ALLOWABLE COSTS	\$468,856
18	TOTAL ACTUAL ALLOWABLE COSTS for	
19	October 1, 2015 through	
20	September 30, 2016	\$468,856
21	<u>Budget for Period of October 1, 2016 through September 30, 2017</u>	

22 Line Items:

23	<u>SALARIES AND EMPLOYEE BENEFITS</u>			
24		Maximum		
25		Hourly		
26	<u>Direct Service Positions</u>	<u>Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount<sup>(3)</sup></u>
27	Program Director	19.23	1.00	\$40,000
28	Supervisor	18.00	1.95	73,008

1	Mental Health Therapist	35.00	0.25	9,100
2	Administrative Support	9.60	1.25	24,960
3	Case Manager	15.00	4.32	134,680
4	Subtotal Direct Service Positions		8.77	281,748
5	Benefits <sup>(4)</sup> (14%)			<u>39,445</u>
6	Subtotal Direct Service Positions			
7	and Benefits			\$321,193
8	<u>Administrative Positions<sup>(5)</sup></u>			
9	Executive Director	43.26	0.30	26,994
10	Program Development			
11	Coordinator/Job Developer	18.00	0.50	18,720
12	Bookkeeper	14.75	0.50	15,340
13	Subtotal Administrative Salaries		1.30	61,054
14	Benefits <sup>(4)</sup> (14%)			8,540
15	Subtotal Administrative Salaries			
16	and Benefits			<u>\$69,594</u>
17	TOTAL SALARIES & EMPLOYEE BENEFITS			\$390,787
18	<u>Services and Supplies</u>			
19	Office Expenses			2,153
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21	Telephone/Internet Usage			2,800
22	Mileage & Travel and Gas <sup>(7)</sup>			7,380
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25	<u>Operating Expenses</u>			
26	Facility Lease/Rental			37,200
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28	Insurance			3,700

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Transportation/Vehicle Lease	14,200
Other/OC Refugee Forum	<u>300</u>
TOTAL OPERATING EXPENSES	\$56,600
SUBTOTAL ACTUAL ALLOWABLE COSTS	\$468,856
TOTAL ACTUAL ALLOWABLE COSTS for	
October 1, 2016 through	
September 30, 2017	\$468,856
TOTAL MAXIMUM OBLIGATION for the	
period of October 1, 2014 through	
September 30, 2017	\$1,406,568

Budget for Period of October 1, 2011 through September 30, 2012

Line Items:

SALARIES AND EMPLOYEE BENEFITS

	Maximum		
	Hourly		
<u>Direct Service Positions</u>	<u>Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount<sup>(3)</sup></u>
Program Director	21.15	-1.00	\$ 13,992
Supervisor	15.38	-2.00	63,936
Mental Health Therapist	35.00	-.25	9,750
Administrative Support	11.53	-1.25	26,980
Case Manager	14.75	-4.75	137,079
Driver/Administrative Support	14.00	-1.00	15,127
Subtotal Direct Service Positions		-10.25	296,864
Benefits <sup>(4)</sup> (19.0%)			56,408
Subtotal Direct Service Positions			\$ 353,272

1	<del>and Benefits</del>			
2	<del><u>Administrative Positions<sup>(5)</sup></u></del>			
3	<del>Executive Director</del>	<del>43.26</del>	<del>-0.30</del>	<del>26,994</del>
4	<del>Accountant</del>	<del>23.07</del>	<del>-0.35</del>	<del>16,795</del>
5	<del>Subtotal Administrative Salaries</del>		<del>-0.65</del>	<del>43,789</del>
6	<del>Benefits<sup>(4)</sup> (18.7%)</del>			<del>8,189</del>
7	<del>Subtotal Administrative Salaries</del>			
8	<del>and Benefits</del>			<del>\$ 51,978</del>
9	<del>TOTAL SALARIES &amp; EMPLOYEE BENEFITS</del>			<del>\$ 405,250</del>
10	<del><u>Services and Supplies</u></del>			
11	<del>Office Expenses</del>			<del>8,447</del>
12	<del>Program Expenses</del>			<del>8,400</del>
13	<del>Consultation (In-Kind Match)<sup>(6)</sup></del>			<del>15,600</del>
14	<del>Telephone/Internet Usage</del>			<del>2,919</del>
15	<del>Mileage &amp; Travel<sup>(7)</sup></del>			<del>6,600</del>
16	<del>Printing</del>			<del>1,680</del>
17	<del>TOTAL SERVICES and SUPPLIES</del>			<del>\$ 43,646</del>
18	<del><u>Operating Expenses</u></del>			
19	<del>Facility Lease/Rental</del>			<del>36,041</del>
20	<del>Equipment Lease/Rental/Copy Machine</del>			<del>5,805</del>
21	<del>Utilities</del>			<del>6,000</del>
22	<del>Insurance</del>			<del>2,603</del>
23	<del>Transportation/Vehicle Lease</del>			<del>16,560</del>
24	<del>Other/OC Refugee Forum</del>			<del>100</del>
25	<del>TOTAL OPERATING EXPENSES</del>			<del>\$ 67,109</del>
26	<del>SUBTOTAL ACTUAL ALLOWABLE COSTS</del>			<del>\$516,005</del>
27		<del>-Minus In Kind Match<sup>(6)</sup></del>		<del>(15,600)</del>
28				

1 TOTAL ACTUAL ALLOWABLE COSTS for  
 2 October 1, 2011 through  
 3 September 30, 2012 \_\_\_\_\_ \$ 500,405

4 Budget for Period of October 1, 2012 through September 30, 2013

5 Line Items:

6 SALARIES AND EMPLOYEE BENEFITS

	Maximum		
	Hourly	FTEs <sup>(2)</sup>	
<u>Direct Service Positions</u>	<u>Rate<sup>(1)</sup></u>	<u>+</u>	<u>Amount<sup>(3)</sup></u>
Program Director	21.15	-1.00	\$ 43,992
Supervisor	15.38	-2.00	63,936
Mental Health Therapist	35.00	-.25	18,200
Administrative Support	11.53	-1.25	29,978
Case Manager	14.75	-4.75	145,640
Driver/Admin Support	14.00	-1.00	29,120
Subtotal Direct Service Positions		10.25	330,866
Benefits <sup>(4)</sup> (19.0%)			62,514
Subtotal Direct Service Positions and Benefits			\$ 393,380
<u>Administrative Positions<sup>(5)</sup></u>			
Executive Director	43.26	-0.30	26,994
Accountant	23.07	-0.37	17,755
Subtotal Administrative Salaries		-0.67	44,749
Benefits <sup>(4)</sup> (18.7%)			7,981
Subtotal Administrative Salaries and Benefits			\$ 52,730
TOTAL SALARIES & EMPLOYEE BENEFITS			\$ 446,110

28 Services and Supplies

1	Office Expenses	8,936
2	Program Expenses	8,400
3	Consultation (In Kind Match) <sup>(6)</sup>	15,600
4	Telephone/Internet Usage	2,919
5	Mileage & Travel <sup>(7)</sup>	6,600
6	Printing	1,680
7	TOTAL SERVICES and SUPPLIES	44,135
8	<u>Operating Expenses</u>	
9	Facility Lease/Rental	41,464
10	Equipment Lease/Rental/Copy Machine	5,800
11	Utilities	6,000
12	Insurance	2,603
13	Transportation/Vehicle Lease	16,560
14	Other/OC Refugee Forum	100
15	TOTAL OPERATING EXPENSES	\$ 72,527
16	SUBTOTAL ACTUAL ALLOWABLE COSTS	\$562,772

17		
18	Minus In-Kind Match <sup>(6)</sup>	(15,600)
19	TOTAL ACTUAL ALLOWABLE COSTS for	
20	October 1, 2012 through	
21	September 30, 2013	\$547,172

Budget for Period of October 1, 2013 through September 30, 2014

Line Items:

SALARIES AND EMPLOYEE BENEFITS

26		Maximum	
27		Hourly	FTEs <sup>(2)</sup>
28	<u>Direct Service Positions</u>	<u>Rate<sup>(1)</sup></u>	<u>Amount<sup>(3)</sup></u>



1	Program Director	21.15	-1.00	\$ 43,992
2	Supervisor	15.38	-2.00	63,936
3	Mental Health Therapist	35.00	-.25	18,200
4	Administrative Support	11.53	-1.25	29,978
5	Case Manager	14.75	-4.75	145,640
6	Driver/Admin Support	14.00	-1.00	29,120
7	Subtotal Direct Service Positions		10.25	330,866
8	Benefits <sup>(4)</sup> (19.0%)			62,514
9	Subtotal Direct Service Positions			
10	and Benefits			\$ 393,380
11	<u>Administrative Positions<sup>(5)</sup></u>			
12	Executive Director	43.26	-0.30	26,994
13	Accountant	23.07	-0.37	17,755
14	Subtotal Administrative Salaries		-0.67	44,749
15	Benefits <sup>(4)</sup> (18.7%)			7,981
16	Subtotal Administrative Salaries			
17	and Benefits			\$ 52,730
18	TOTAL SALARIES & EMPLOYEE BENEFITS			\$ 446,110
19	<u>Services and Supplies</u>			
20	Office Expenses			8,936
21	Program Expenses			8,400
22	Consultation (In Kind Match) <sup>(6)</sup>			15,600
23	Telephone/Internet Usage			2,919
24	Mileage & Travel <sup>(7)</sup>			6,600
25	Printing			1,680
26	TOTAL SERVICES and SUPPLIES			\$ 44,135
27	<u>Operating Expenses</u>			
28	Facility Lease/Rental			41,464

1	<del>Equipment Lease/Rental/Copy Machine</del>	<del>_____</del>	<del>5,800</del>
2	<del>Utilities</del>	<del>_____</del>	<del>6,000</del>
3	<del>Insurance</del>	<del>_____</del>	<del>2,603</del>
4	<del>Transportation/Vehicle Lease</del>	<del>_____</del>	<del>16,560</del>
5	<del>Other/OC Refugee Forum</del>	<del>_____</del>	<del>100</del>
6	<del>TOTAL OPERATING EXPENSES</del>	<del>_____</del>	<del>\$ 72,527</del>
7	<del>SUBTOTAL ACTUAL ALLOWABLE COSTS</del>	<del>_____</del>	<del>\$562,772</del>
8	<del>                                Minus In-Kind Match <sup>(6)</sup></del>	<del>_____</del>	<del>(15,600)</del>
9	<del>TOTAL ACTUAL ALLOWABLE COSTS for</del>		
10	<del>October 1, 2012 through</del>		
11	<del>September 30, 2013</del>	<del>_____</del>	<del>\$ 547,172</del>
12	<del>TOTAL MAXIMUM OBLIGATION for the</del>		
13	<del>period of October 1, 2011 through</del>		
14	<del>September 30, 2014</del>	<del>_____</del>	<del>\$ 1,594,749</del>

- (1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.
- (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) each position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.
- (3) Total salaries are calculated using the maximum hourly rates for positions by the total FTE.
- (4) Employee Benefits include health, dental, life and disability insurance. Also included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, not to exceed fourteen percent (14%)~~19%~~ of actual allowable costs of direct service salaries and fourteen percent ~~(14%)18.7%~~ of actual allowable costs of administrative salaries.
- (5) Administrative positions are defined as all other classifications either higher than first line supervisors or positions not providing services to CLIENTs. Administrative positions higher than first line supervisors must be specified as either salaried or hourly positions.

1           ~~(6) In-Kind match provided for consultation services is provided by a~~  
2           ~~licensed clinician. Clinician meets State of California requirements set~~  
3           ~~forth for clinical supervision of Registered Interns in clinical social~~  
4           ~~work as well as marriage, family, and child counseling; and a Master's~~  
5           ~~degree or Ph.D. in social work, psychology, sociology, or related field~~  
6           ~~and licensed as LCSW, MFT, or Clinical Psychologist.~~

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

9           CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
10          notice, to add, delete or modify line items and/or amounts and/or the number  
11          and type of FTE positions without changing COUNTY's maximum obligation as  
12          stated in Subparagraph 20.1 of this Agreement or reducing the level of service  
13          to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43 of  
14          this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as  
15          stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree  
16          in writing to proportionately reduce the service goals as set forth in this  
17          Exhibit.

#### 18          14.    CONTRACTOR STAFF

##### 19                14.1   Recruitment and Hiring Practices

20                   14.1.1   CONTRACTOR shall use a formal recruitment plan, which  
21                   complies with Federal and State employment and labor regulations. CONTRACTOR  
22                   shall hire staff with the education and experience necessary to appropriately  
23                   perform all functions.

24                   14.1.2   CONTRACTOR shall give priority consideration to qualified  
25                   job-ready RSS CLIENTs when filling vacant positions funded by this Agreement.

##### 26                14.2   Language Diversity

27                   14.2.1   CONTRACTOR shall employ staff with experience in  
28                   placing CLIENTs with a limited English vocabulary in an environment that  
                    facilitates the development of the English language. CONTRACTOR's staff shall  
                    be able to read, write, speak, and understand English. CONTRACTOR shall  
                    provide bilingual staff to serve CLIENTs in the language they speak. The ratio

1 of bilingual staff shall be consistent with and proportional to the target  
2 population ~~in each region~~, as determined by ADMINISTRATOR. In addition,  
3 CONTRACTOR shall be required to provide translation services for all other  
4 languages as needed to ensure all participants are provided services in the  
5 language they speak.

6 14.2.2 CONTRACTOR shall comply with all COUNTY, State, and  
7 Federal regulations regarding Limited English Proficiency (LEP). LEP  
8 regulations affect anyone who participates in a Federally funded program, and  
9 who has English as his or her second language and is limited in his or her  
10 English language proficiency.

### 11 14.3 Staff Training

12 14.3.1 CONTRACTOR's staff directly serving CLIENTs/Families, or  
13 supervising those who do, shall be thoroughly familiar with RSS rules and  
14 regulations contained in the current Orange County Refugee Services Plan, SSA  
15 policies and related instructions, welfare fraud and child abuse/elder abuse  
16 reporting requirements, the State Hearing process, and Civil Rights compliance  
17 requirements.

18 14.3.2 ADMINISTRATOR will provide instructions, guidelines, and  
19 RSS rules and regulations to CONTRACTOR during start-up, and subsequently as  
20 these materials are revised or new policies are developed.

21 14.3.3 ADMINISTRATOR will provide initial training to a limited  
22 number of select CONTRACTOR staff with respect to ADMINISTRATOR's  
23 instructions, guidelines, and RSS rules and regulations. CONTRACTOR shall  
24 conduct subsequent training(s).

25 14.3.4 CONTRACTOR shall be required to attend training(s) and/or  
26 meetings that ADMINISTRATOR determines to be mandatory, and provide CONTRACTOR  
27 staff with ongoing training and assistance to ensure that ~~contract~~  
28 requirements of this Agreement are met. All training materials developed by

1 CONTRACTOR shall be approved by ADMINISTRATOR in advance of training.

2 14.3.5 CONTRACTOR shall ensure that CONTRACTOR staff, as  
3 described above, receives training in understanding the cultural differences  
4 among groups of CLIENTs, and recognizes and effectively intervenes to overcome  
5 any language and/or cultural barriers to employment.

6 14.3.6 CONTRACTOR shall maintain a log of in-house training  
7 activities and the staff that attended. This log shall be made available to  
8 ADMINISTRATOR upon request.

9 15. STAFF POSITIONS

10 CONTRACTOR shall provide the following staff positions. Any employment  
11 experience allowed as a substitute for education requirements in accordance  
12 with the minimum qualifications as stated for each staff position below, shall  
13 be in addition to the minimum experience required as stated for the staff  
14 position.

15  
16 15.1 Program Director

17 15.1.1 Duties:

- 18 15.1.1.1 Oversee all segments of the RSS program;  
19 15.1.1.2 Attend all meetings;  
20 15.1.1.3 Network with different organizations for the  
21 RSS program;  
22 15.1.1.4 Complete COUNTY reporting;  
23 15.1.1.5 Ensure RSS program is implemented according  
24 to contract;  
25 15.1.1.6 Ensure the Quality Control Plan is  
26 implemented and evaluation procedures are implemented;  
27 15.1.1.7 Collaborate with Executive Director to hire  
28 RSS staff; and

1 15.1.1.8 Collaborate with community groups to  
2 strengthen and expand the RSS program.

3 15.1.2 Qualifications:

4 15.1.2.1 A minimum of two (2) years of experience in a  
5 human services related field. Experience working with the refugee community is  
6 preferred.

7 15.1.2.2 Bachelor's degree from an accredited college  
8 or university, preferably in a human services field. ~~Two (2) years of~~  
9 ~~course work in an accredited college or university plus two (2) years of~~  
10 ~~employment experience, preferably in a human services field, may substitute~~  
11 ~~for the Bachelor's degree.~~

12 15.1.2.3 ~~Two (2) years of related experience can be~~  
13 ~~substituted for two (2) years of education.~~

14 15.2 Supervisor

15 15.2.1 Duties

16 15.2.1.1 Supervise Case Managers; provide  
17 administrative and technical supervision to RSS direct services staff; plan,  
18 assign, supervise, and evaluate Case Managers; and monitor interactions  
19 between the Case Managers and CLIENTs during interviews and other face-to-face  
20 contact.

21 15.2.1.2 Attend trainings pertaining to RSS Program  
22 and the refugee community.

23 15.2.1.3 Provide training for Case Managers on new  
24 skills learned from trainings attended.

25 15.2.1.4 Review case records and FSSP for  
26 completeness, accuracy, consistency, and conformity with RSS requirements,  
27 regulations, and policies and proper case management practices; and discuss  
28 cases with the Case Managers to suggest and recommend methods of resolving

1 issues.

2 15.2.1.5 Provide coverage for Case Manager's caseload  
3 in his/her absence.

4 15.2.1.6 Responsible for community outreach, and  
5 increasing awareness about the RSS program.

6 15.2.1.7 Report to Program Director.

7 15.2.2 Qualifications

8 15.2.2.1 A minimum of one (1) year of experience  
9 working with the refugee community.

10 15.2.2.2 Bachelor's degree from an accredited college  
11 or university, preferably in a human services related field. ~~or~~ Four (4)  
12 ~~equivalent~~ years of experience in employment services or human services  
13 services may substitute for the Bachelor's degree.

14 15.2.2.3 Competent in the use of personal computers  
15 and knowledgeable in the use of word processing and spreadsheet programs such  
16 as Microsoft Word and Excel.

17 15.2.2.4 Bilingual capabilities in one or more of the  
18 refugee languages spoken by CLIENTs served pursuant to this Agreement.

19 15.2.2.5 Possess ~~excellent~~ organizational,  
20 interpersonal, written, and verbal communication skills; ability to perform  
21 comfortably in a fast-paced, deadline oriented work environment; ability to  
22 successfully execute many complex tasks simultaneously; and ability to work as  
23 a team member, as well as independently.

24 15.3 Administrative Support

25 15.3.1 Duties

26 15.3.1.1 Oversee clerical aspect of RSS program.

27 15.3.1.2 Collaborate with Program Director to ensure  
28 all reporting is submitted on time.

1 15.3.1.3 Collaborate with CONTRACTOR Partner Agency  
2 Agencies to ensure proper invoice and billing is taking place for the RSS  
3 program.

4 15.3.1.4 Coordinate and schedule trainings and  
5 meetings for Case Management staff.

6 15.3.1.5 Order supplies for offices, program, and  
7 classes.

8 15.3.1.6 Assist with case file maintenance.

9 15.3.2 Qualifications

10 15.3.2.1 Excellent written and oral skills.

11 15.3.2.2 Knowledgeable in Microsoft Office, email, and  
12 fax.

13 15.3.2.3 High school diploma and/or General Education  
14 Diploma (GED); or a minimum of three (3) months of related experience,  
15 preferably in a human services field, and/or training in an office setting.

16 15.4 Case Manager

17 15.4.1 Duties

18 15.4.1.1 Conduct Intake and Assessment Interviews with  
19 CLIENTs; work directly with CLIENTs to develop and implement FSSP; coordinate  
20 activities with Employment Services Coordinator; conduct home visits to assess  
21 Families and monitor progress; and follow-up to ensure services are received  
22 and goals are achieved.

23 15.4.1.2 Document all actions taken in case file.

24 15.4.1.3 Oversee development and staffing of Resource  
25 Center.

26 15.4.1.4 Coordinate delivery of VESL and citizenship  
27 instruction classes.

28 15.4.1.5 Provide transportation to CLIENTs, utilizing



1 CONTRACTOR's vehicle, for ES, including but not limited to the following:  
2 interviews, job fairs, and all related activities pertaining to ES.

3 15.4.1.6 Maintain transportation log.

4 15.4.2 Qualifications

5 15.4.2.1 Bachelor's degree from an accredited college  
6 or university, preferably in a human services related field, ~~or~~ Four (4)  
7 ~~equivalent~~ years of experience in employment services, or human services may  
8 substitute for the Bachelor's degree.

9 15.4.2.2 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.

12 15.4.2.3 Bilingual capabilities in one or more of the  
13 refugee languages spoken by CLIENTs served pursuant to this Agreement.

14 15.4.2.4 Possess ~~excellent~~ organizational,  
15 interpersonal, written, and verbal communication skills; ability to perform  
16 comfortably in a fast-paced, deadline oriented work environment; ability to  
17 successfully execute many complex tasks simultaneously; and ability to work as  
18 a team member, as well as independently.

19 15.4.2.5 A valid Class C California driver's license  
20 with no two-point traffic violations and no more than two (2) moving  
21 violations within thirty-six (36) months of service.

22 15.4.2.6 ~~Must be twenty three (23) years of age or~~  
23 ~~older.~~

24 15.5 Executive Director

25 15.5.1 Duties

26 15.5.1.1 Provide overall leadership and administrative  
27 support for agency, including program oversight, financial management, and  
28 community relations and networking.

1 15.5.1.2 Oversee all reporting requirements completed  
2 by Program Director.

3 15.5.1.3 Reports all RSS Program information to the  
4 Board of Directors.

5 15.5.2 Qualifications

6 15.5.2.1 A minimum of two (2) years experience in a  
7 human services related field. Experience working with the refugee community is  
8 preferred.

9 15.5.2.2 Bachelor's degree from an accredited college  
10 or university, preferably in a human services field., ~~or~~ Four (4) years of  
11 experience in human services may substitute for the Bachelor's degree.

12 15.5.2.3 ~~Two (2) years of related experience can be~~  
13 ~~substituted for two (2) years of education.~~

14 15.6 Accountant-Bookkeeper

15 15.6.1 Duties

16 15.6.1.1 Complete payroll for each CONTRACTOR Partner  
17 Agency.

18 15.6.1.2 Collaborate with administrative assistant in  
19 the completion of proper billing and invoicing for the Fiscal Lead Agency and  
20 CONTRACTOR Partner Agency Agencies.

21 15.6.2 Qualifications

22 15.6.2.1 Minimum of one (1) year of work experience  
23 in a similar accounting or financial position.

24 15.6.2.2 Bachelor's degree from an accredited college  
25 or university in accounting, finance, or business administration., ~~or~~  
26 ~~equivalent~~ Four (4) years of experience in accounting, finance, or business  
27 administration may substitute for the Bachelor's degree. ~~and four (4) years~~  
28 ~~experience in a similar accounting or financial position~~

1                   15.6.2.3 Ability to effectively analyze data and  
2 clearly communicate in verbal and written form, contract and financial  
3 details, and computer literacy with word processing and spreadsheet programs  
4 such as MS Word, Excel, and other data base applications.

5                   15.6.2.4 Ability to interact successfully with COUNTY  
6 staff; ~~excellent~~ organizational, interpersonal, written, and verbal  
7 communication skills; ability to perform comfortably in a fast-paced,  
8 deadline-oriented work environment; ability to successfully execute many  
9 complex tasks simultaneously; and ability to work as a team member, as well as  
10 independently.

11           15.7 Mental Health Therapist

12                   15.7.1 Duties

13                   15.7.1.1 Provide individual and group counseling to  
14 CLIENT(s) and/or families.

15                   15.7.1.2 Provide educational trainings to CLIENT(s) on  
16 the following subjects: domestic violence prevention, child abuse prevention,  
17 parenting, cultural awareness, and anger management.

18                   15.7.1.3 Meet one-on-one with a licensed clinician at  
19 minimum one (1) hour per month.

20                   15.7.1.4 Meet in a group with a licensed clinician at  
21 minimum one (1) hour per month.

22                   15.7.1.5 Report to Program Director.

23                   15.7.2 Qualifications

24                   15.7.2.1 A minimum of one (1) year of experience  
25 working with the refugee community.

26                   15.7.2.2 Master's Degree in Marriage and Family  
27 Therapy from an accredited college/university.

28                   15.7.2.3 Bilingual capabilities in one or more of the

1 refugee languages spoken by CLIENTs served pursuant to this Agreement.

2 15.8 Driver/Admin Support

3 ~~15.8.1 Duties~~

4 15.8.1.1 ~~Provide transportation to CLIENTs for ES,~~  
5 ~~including but not limited to the following: interviews, job fairs, and all~~  
6 ~~related activities pertaining to ES.~~

7 15.8.1.2 ~~Maintain transportation log.~~

8 15.8.1.3 ~~Oversee clerical aspect of RSS program.~~

9 15.8.1.4 ~~Assist with case file maintenance.~~

10 15.8.1.5 ~~Report to Program Director.~~

11 ~~15.8.2 Qualifications~~

12 15.8.2.1 ~~A valid Class C California driver's license~~  
13 ~~with no two point traffic violations and no more than two (2) moving~~  
14 ~~violations within thirty six (36) months of service.~~

15 15.8.2.2 ~~Must be twenty three (23) years of age or~~  
16 ~~older.~~

17 15.8.2.3 ~~Bilingual capabilities in one or more of the~~  
18 ~~refugee languages.~~

19 15.9 Program Development Coordinator/Job Developer

20 15.9.1 Duties

21 15.9.1.1 Assist Program Director with implementing the  
22 Quality Control Plan for the delivery of RSS program.

23 15.9.1.2 Outreaching to and networking with different  
24 employers to find new job leads for RSS CLIENTs.

25 15.9.2 Qualifications

26 15.9.2.1 Minimum of two (2) years of work experience  
27 in a human services related field and a minimum of two (2) years of work  
28 experience in program evaluation. The minimum work experience may be

1 concurrent within one position. Experience working with the refugee community  
2 is preferred.

3 15.9.2.2 Bilingual capabilities in one or more of the  
4 refugee languages spoken by CLIENTs served pursuant to this Agreement.

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