

Welfare-to-Work Assessment Services
RFP # 1819-10
FACTS Agreement Redline

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOSTER ASSESSMENT CENTER & TESTING ~~SERVICE~~SERVICES, INC.

FOR THE PROVISION OF

~~VOCATIONAL~~WELFARE-TO-WORK ASSESSMENT SERVICES

~~THIS~~This AGREEMENT, entered into this 1st day of July ~~2015~~2020, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and FOSTER ASSESSMENT CENTER & TESTING ~~SERVICE~~SERVICES, INC., “FACTS,” a California ~~Corporation~~corporation, hereinafter referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of ~~Vocational~~-Assessment services; and

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

WHEREAS, such services are authorized and provided for pursuant to the California Work Opportunities and Responsibility to Kids (CalWORKs) Act of 1997, hereinafter referred to as the “CalWORKs Act,” which provides that ~~Vocational~~-Assessment services be provided for Welfare-To-Work (WTW) ~~Participants~~Clients (Welfare and Institutions Code Section 11320.1.(c)).

~~NOW, THEREFORE, IT IS MUTUALLY~~ ACCORDINGLY, THE PARTIES AGREED

AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, ~~2015~~2020, and terminate on June 30, ~~2020~~2023, unless earlier terminated pursuant to the provisions of Paragraph ~~41~~42~~41~~ of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

2.1 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~~are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

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.

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

##

1 5.4. DESCRIPTION OF SERVICES, ~~STAFFING~~

2 5.14.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
 3 supplies ~~as described in the Exhibits "A" to the Agreement between County of Orange and Foster~~
 4 ~~Assessment Center and Testing Service, Inc.,~~ for the Provision of Vocational Assessment Services
 5 as described in Exhibit A to the Agreement, attached hereto and incorporated herein by reference.
 6 ~~CONTRACTOR shall operate continuously throughout the term of this Agreement with the~~
 7 ~~number and type of staff described and as required for provision of services hereunder.~~

8 5.24.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
 9 changes in staffing allocations to reflect current workload demands or service needs as long as
 10 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

11 5.34.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
 12 staff to attend an orientation session and subsequent training sessions given by COUNTY.

13 6.5. LICENSES AND STANDARDS

14 6.15.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 26 of
 15 this Agreement, who are subject to individual registration and/or licensing requirements, have all
 16 necessary licenses and permits required by the laws of the United States, State of California,
 17 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
 18 agencies to perform the services described in this Agreement, ~~including an accreditation from the~~
 19 ~~Commission on Accreditation of Rehabilitation Facilities or similar organization(s),~~ and agrees to
 20 maintain, and require its personnel to maintain, these licenses, ~~accreditations~~ and permits in effect
 21 for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall
 22 conduct themselves in compliance with such laws and licensure requirements, including, without
 23 limitation, compliance with laws applicable to sexual harassment and ethical behavior.
 24 CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in
 25 license or permit status (e.g., becoming expired, inactive, etc.).

26 6.25.2 In the performance of this Agreement, CONTRACTOR shall comply, ~~unless~~
 27 ~~waived in whole or in part by ADMINISTRATOR,~~ with all applicable provisions of the California
 28

1 Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); ~~Federal~~
 2 ~~Office of Management and Budget (OMB) Circulars A 21, A 122, and A 87~~ implementing
 3 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and
 4 Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and
 5 regulations of the United States, State of California, County of Orange, and County of Orange
 6 Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder,
 7 as each and all may now exist or be hereafter amended.

8 ~~6.2.1~~5.2.1 For ~~Federally~~federally funded Agreements in the amount of \$25,000
 9 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended
 10 from ~~Federal~~federal financial assistance programs and/or activities.

11 7.6. DELEGATION AND ASSIGNMENT/~~SUBCONTRACTS~~CHANGE OF OWNERSHIP

12 7.1.1 ~~Delegation and Assignment:~~

13 ~~7.1.1~~6.1.1 In the performance of this Agreement, CONTRACTOR may neither
 14 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
 15 written consent of COUNTY. Any attempted delegation or assignment without prior written
 16 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
 17 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
 18 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
 19 benefits under the terms of this Agreement requiring COUNTY approval.

20 ~~7.2~~ ~~Subcontracts:~~

21 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
 22 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
 23 for the provision of services under the Agreement.

24 6.2 Change of Ownership

25 CONTRACTOR agrees that if there is a change or transfer in ownership of
 26 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an
 27 assignment of the Agreement, the new owners shall be required, under the terms of sale or other
 28

1 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this
 2 Agreement and complete them to the satisfaction of COUNTY.

3 7. SUBCONTRACTS

4 ~~7.3.1~~ 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
 5 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
 6 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
 7 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
 8 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
 9 ADMINISTRATOR may require.

10 ~~7.3.1~~ 7.1.1 Subcontracts of \$~~25~~50,000 or less:

11 ~~7.3.1.1~~ 7.1.1.1 CONTRACTOR shall develop a standard form Purchase
 12 Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of
 13 services by CONTRACTOR when the cumulative total cost of the services to be provided by any
 14 organization is anticipated to be ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) or less during the
 15 term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the
 16 actual cost of providing services or the usual and customary charges established by the
 17 organization(s) providing the services.

18 ~~7.3.2~~ 7.1.2 Subcontracts in excess of \$~~25~~50,000:

19 ~~7.3.2.1~~ 7.1.2.1 CONTRACTOR shall develop and submit for approval to
 20 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which
 21 the total cumulative cost of services provided by any single organization is anticipated to exceed
 22 ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement.
 23 CONTRACTOR's proposed procurement system shall take into consideration such factors as:
 24 degree of price competition; pricing policies and techniques; experience and quality of service;
 25 methods of evaluating subcontractor responsibility; relationship of subcontractor to
 26 CONTRACTOR; and planning, award, and post-award management of subcontracts, including
 27 internal audit procedures and monitoring of subcontractor's performance until completion of
 28

1 services.

2 ~~7.3.2.2~~7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
 3 proposed procurement system, CONTRACTOR shall comply with such procurement system in
 4 obtaining subcontracts with a total cost in excess of ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000)
 5 during the term of this Agreement. In addition, CONTRACTOR shall obtain
 6 ADMINISTRATOR's written consent prior to entering into a subcontract with any organization
 7 when the total cumulative cost of services to be provided by that organization is anticipated to
 8 exceed ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000) during the term of this Agreement.

9 ~~7.3.2.3~~7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
 10 maintain accurate and complete financial records related to services provided under the terms of
 11 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to
 12 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or
 13 until any pending audit is completed.

14 8. FORM OF BUSINESS ORGANIZATION ~~AND REAL PROPERTY~~
 15 DISCLOSURE/NAME CHANGE

16 8.1 Form of Business Organization:

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

20 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
 21 partnership, corporation, etc.

22 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
 23 of ownership or otherwise, to any parent organization or individual.

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

1 8.2 Change in Form of Business Organization:

2 If, during the term of this Agreement, the form of CONTRACTOR's business
3 organization changes, or the ownership of CONTRACTOR changes, or ~~CONTRACTOR's~~
4 ~~relationship to~~when changes occur between CONTRACTOR and other businesses ~~dealing with~~
5 ~~CONTRACTOR under~~that could impact services provided through this Agreement ~~changes,~~
6 CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A
7 change in the form of business organization may, at COUNTY's sole discretion, be treated as an
8 attempted assignment of rights or delegation of duties of this Agreement.

9 8.3 Name Change

10 CONTRACTOR must notify COUNTY, in writing, of any change in
11 CONTRACTOR's status with respect to name changes that do not require an assignment of the
12 Agreement. While CONTRACTOR is required to provide name change information without
13 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its
14 status upon request by COUNTY.

15 9. USE OF COUNTY PROPERTY

16 9.1 ~~COUNTY intends to permit CONTRACTOR the rent free use of office space,~~
17 ~~office furniture, and office equipment located in any and all offices and COUNTY facilities at~~
18 ~~which CONTRACTOR shall~~CONTRACTOR shall be co-located with COUNTY staff ~~pursuant~~
19 ~~to,~~ at a COUNTY facility, to provide services under this Agreement, ~~as is more particularly set~~
20 ~~forth in that certain lease or license agreement described in Subparagraph 8.2, below. As stated in~~
21 ~~the lease or license agreement, said office space, office furniture, and equipment shall be used~~
22 ~~solely by employees of CONTRACTOR while performing their assigned duties pursuant to this~~
23 ~~Agreement.~~

24 9.29.1 ~~CONTRACTOR shall,~~ CONTRACTOR shall enter into a rent-free ~~lease or~~ license
25 agreement with ADMINISTRATOR for ~~facilities provided by ADMINISTRATOR, and will the~~
26 co-location and shall execute all terms and conditions of said agreement upon
27 ~~ADMINISTRATOR's~~ADMINISTRATOR'S presentation of said document to CONTRACTOR.
28

1 Failure to execute the ~~lease or~~ license agreement will result in a breach of this Agreement.

2 9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and
 3 Housing Act and Americans with Disabilities Act accommodations for its own employees at
 4 COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for
 5 such accommodations at no cost to CONTRACTOR.

6 10. NON-DISCRIMINATION

7 10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
 8 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
 9 services or benefits, assignment of accommodations, treatment, evaluation, employment of
 10 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
 11 ancestry, physical disability, mental disability, medical condition, genetic information, marital
 12 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
 13 status, or any other protected group, in accordance with the requirements of all applicable
 14 ~~Federal~~federal or State laws.

15 ~~10.2~~ ~~CONTRACTOR shall develop an Affirmative Action Program Plan which meets~~
 16 ~~the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

17 ~~10.3~~10.2 CONTRACTOR shall furnish any and all information requested by
 18 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
 19 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
 20 ~~10.9~~10 et seq.

21 10.3 Non-Discrimination in Employment

22 10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
 23 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
 24 Department of Labor regulations (Title 41 CFR Part 60).

25 ~~10.4 Non-Discrimination in Employment:~~

26 ~~10.4.1~~10.3.2 All solicitations or advertisements for employees placed by or on
 27 behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for
 28

1 employment without regard to race, religious creed, color, national origin, ancestry, physical
 2 disability, mental disability, medical condition, genetic information, marital status, sex, gender,
 3 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other
 4 protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws.
 5 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous
 6 place for employees and job applicants.

7 ~~10.4.2~~10.3.3 CONTRACTOR shall refer any and all employees desirous of filing
 8 a formal discrimination complaint to:

9 _____ California Department of ~~Social Services~~Fair Employment

10 ~~Public Inquiry and Response Bureau~~

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

12 ~~Sacramento~~ _____ 2218 Kausen Drive, Suite 100

13 _____ Elk Grove, CA 94244-243095758

14 Telephone: (800) ~~952-5253~~884-1684

15 _____ (800) ~~952-8349 (For the hard of hearing)~~700-2320

16 (TTY)

17 ~~10.5~~10.4 Non-Discrimination in Service Delivery:

18 ~~10.5.1~~10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil
 19 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the
 20 Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
 21 particular ~~Section 7~~CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
 22 amended; California Civil Code Section 51 et seq., as amended; California Government Code
 23 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) ~~(1)~~, (i), and (j); CGC
 24 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; ~~Title 24,~~
 25 ~~CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-
 26 7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other
 27 applicable ~~Federal~~federal and State laws, as well as their implementing regulations (including Title
 28

45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate ~~Federal~~federal agency for further compliance action and enforcement of Subparagraph ~~9.6~~10.4 et seq.

~~10.5.2~~10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

~~10.5.2.1~~10.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs” (PUB 13)

~~10.5.2.2~~10.4.2.2 Discrimination Complaint Form

~~10.5.2.3~~10.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

10.4.3 The following websites provide Civil Rights information, publications and/or forms:

10.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (*Pub 470 - Your rights Under Adult Protective Services*)

10.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (*Pub 13 – Your Rights Under California Welfare Programs*)

10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (*SSA Contractor and Vendor Compliance page*)

11. NOTICES

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

COUNTY: County of Orange Social Services Agency
~~Contract~~Contracts and Procurement Services
500 N. State College Blvd., Suite 100
Orange, CA 92868-~~1600~~

CONTRACTOR: Foster Assessment Center & Testing ~~Service~~Services, Inc.
516 Pennsfield Place, Suite #108
Thousand Oaks, CA -91360

11.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ~~ADMINISTRATOR and CONTRACTOR~~The parties each may mutually agree designate by written notice from time to time, in writing to the manner aforesaid, any change in the addresses address to which notices are must be sent.

12. NOTICE OF DELAYS

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

13. INDEMNIFICATION

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

14. INSURANCE

14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense ~~and to deposit with~~

1 ~~ADMINISTRATOR Certificates of Insurance~~, including all endorsements required herein,
 2 necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied
 3 with, ~~and~~. CONTRACTOR agrees to keep such insurance coverage ~~and the certificates therefore~~,
 4 Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire
 5 term of this Agreement. In addition, all subcontractors performing work on behalf of
 6 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
 7 conditions as set forth herein for CONTRACTOR.

8 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
 9 CONTRACTOR pursuant to this Agreement shall ~~obtain insurance subject to the same terms and~~
 10 ~~conditions as set forth herein for CONTRACTOR~~. be covered under CONTRACTOR's insurance
 11 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
 12 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
 13 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
 14 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
 15 requirements to every subcontractor and to receive proof of insurance prior to allowing any
 16 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
 17 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
 18 reasonable time.

19 14.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on the
 20 Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of~~
 21 ~~Insurance with a "0" by the appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or~~
 22 ~~deductible~~ in an amount in excess of \$25 fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile~~
 23 ~~liability);~~) shall specifically be approved by the ~~County Executive Office (CEO)/Office of~~
 24 COUNTY's Risk Management Manager, or designee, upon review of CONTRACTOR's current
 25 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to,
 26 and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the
 27 following:

1 14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
 2 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
 3 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
 4 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
 5 same; and

6 14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
 7 irrespective of any duty to indemnify or hold harmless; and

8 ~~14.2.1~~ 14.3.3 The provisions of California Civil Code Section 2860 shall apply to
 9 any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
 10 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
 11 insured.

12 ~~14.3~~ 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
 13 the full term of this Agreement, COUNTY may terminate this Agreement.

14 ~~14.4~~ 14.5 Qualified Insurer:

15 ~~14.4.1~~ Minimum insurance company ratings The policy or policies of insurance
 16 must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII
 17 (Financial Size Category as determined by the most current edition of the Best's Best's Key Rating
 18 Guide/Property-Casualty/United States shall be A- (Secure A.M. Best's Rating) and VIII
 19 (Financial Size Category).

20 ~~14.5.1~~ The policy or policies of insurance required herein must be issued by
 21 an ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in
 22 the State state of California (California Admitted Carrier).

23 ~~14.5~~ 14.6 If the insurer is a non-admitted insurance carrier in the State of California
 24 and does not meet or exceed have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk
 25 Management retains the right to approve or reject a carrier after a review of the
 26 company's company's performance and financial ratings. If the non-admitted carrier meets or
 27 exceeds the minimum A.M. Best rating of A-/VIII, ADMINISTRATOR can accept the insurance.

~~14.6~~14.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
<u>Network Security & Privacy Liability</u>	<u>\$1,000,000 per claims made</u>
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence <u>\$1,000,000 aggregate</u>

~~14.7~~14.8 Required Coverage Forms:

~~14.7.1~~14.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

~~14.7.2~~14.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

##

~~14.8~~14.9 Required Endorsements:

~~14.8.1~~14.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

~~14.8.1.1~~14.9.1.1 An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, ~~agents~~ as Additional Insureds or

1 provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

2 ~~14.8.1.2~~14.9.1.2 A primary non-contributing endorsement using ISO
3 form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR’s insurance is
4 primary and any insurance or self-insurance maintained by the County of Orange shall be excess
5 and non-contributing.

6 14.9.2 The Network Security and Privacy Liability policy shall contain the
7 following endorsements which shall accompany the Certificate of Insurance.

8 14.9.2.1 An Additional Insured endorsement naming the County of
9 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
10 for its vicarious liability.

11 14.9.2.2 A primary and non-contributing endorsement evidencing that
12 the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the
13 County of Orange shall be excess and non-contributing.

14 14.10 The Workers’ Compensation policy shall contain a waiver of subrogation
15 endorsement waiving all rights of subrogation against the County of Orange, its elected and
16 appointed officials, officers, agents and employees or provide blanket coverage, which will state
17 AS REQUIRED BY WRITTEN CONTRACT.

18 ~~14.9~~14.11 All insurance policies required by this Agreement shall waive all rights of
19 subrogation against the County of Orange ~~and members of the Board of Supervisors,~~ its elected
20 and appointed officials, officers, agents and employees when acting within the scope of their
21 appointment or employment.

22 ~~14.10 The Workers’ Compensation policy shall contain a waiver of subrogation~~
23 ~~endorsement waiving all rights of subrogation against the County of Orange, and members of the~~
24 ~~Board of Supervisors, its elected and appointed officials, officers, agents and employees.~~

25 ~~14.11~~14.12 All insurance policies required by this Agreement shall give the County of
26 OrangeCONTRACTOR shall notify COUNTY in writing within thirty (30) ~~days’ notice in the~~
27 ~~event~~days of any policy cancellation and ten (10) days for non-payment of premium. ~~This shall~~

1 ~~be evidenced by policy provisions~~ and provide a copy of the cancellation notice to COUNTY.
 2 Failure to provide written notice of cancellation may constitute a material breach of the contract,
 3 upon which the COUNTY may suspend or ~~an endorsement separate from the Certificate of~~
 4 ~~Insurance~~ terminate this Agreement.

5 ~~14.12~~ 14.13 If CONTRACTOR's Professional Liability ~~policy is~~ and Network Security
 6 & Privacy Liability policies are a "claims made" ~~policy~~ policies, CONTRACTOR shall agree to
 7 maintain ~~professional liability~~ Professional Liability, and/or Network Security & Privacy Liability
 8 coverage for two (2) years following completion of this Agreement.

9 ~~14.13~~ 14.14 The Commercial General Liability policy shall contain a severability of
 10 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001
 11 policy).

12 ~~14.14~~ 14.15 Insurance certificates should be mailed to COUNTY at the address
 13 indicated in Paragraph ~~10~~ 11 of this Agreement.

14 ~~14.15~~ 14.16 If CONTRACTOR fails to provide the insurance certificates and
 15 endorsements within seven (7) days of notification by CEO/County Procurement Office or
 16 ADMINISTRATOR, award may be made to the next qualified ~~proponent~~ Contractor.

17 ~~14.16~~ 14.17 COUNTY expressly retains the right to require CONTRACTOR to increase
 18 or decrease insurance of any of the above insurance types throughout the term of this Agreement.
 19 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
 20 appropriate to adequately protect COUNTY.

21 ~~14.17~~ 14.18 COUNTY shall notify CONTRACTOR in writing of changes in the
 22 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of
 23 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of
 24 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,
 25 and COUNTY shall be entitled to all legal remedies.

26 ~~14.18~~ 14.19 The procuring of such required policy or policies of insurance shall not be
 27 construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification
 28

1 provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage
 2 and limits available from the insurer.

3 15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

4 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of
 5 occurrence, the following:

6 15.1 Any instance in which CONTRACTOR becomes a party to any litigation against
 7 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
 8 under this Agreement. While CONTRACTOR is required to provide this information without
 9 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
 10 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

11 ~~15.1~~15.2 Any accident or incident relating to services performed under this
 12 Agreement ~~which~~that involves injury or property damage which may result in the filing of a claim
 13 or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within~~
 14 ~~twenty four (24) hours of occurrence.~~

15 ~~15.2~~15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from
 16 or ~~related~~relating to services performed by CONTRACTOR under this Agreement. ~~Such report~~
 17 ~~shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

18 ~~15.3~~15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY
 19 property. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~
 20 ~~occurrence.~~

21 15.5 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of
 22 COUNTY property, monies, or securities entrusted to CONTRACTOR under the term of this
 23 Agreement. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~
 24 ~~occurrence~~

25 ~~15.4~~15.6 Any Notice of Contract Breach, or equivalent, received from any entity for
 26 whom CONTRACTOR is providing the same or similar services, under a written agreement,
 27 regardless of service location or jurisdiction.

1 16. CONFLICT OF INTEREST

2 ~~16.1~~—CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
3 or conditions that could result in a conflict with ~~the best~~COUNTY interests ~~of COUNTY. This.~~
4 In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR’s employees,
5 agents, ~~relatives, and~~ and subcontractors, ~~and third parties~~ associated with ~~accomplishing the work~~
6 ~~hereunder.~~

7 ~~16.2~~16.1 provision of goods and services provided under this Agreement. The
8 CONTRACTOR’s efforts shall include, but not be limited to, establishing ~~precautions to~~
9 ~~prevent~~rules and procedures preventing its employees ~~or,~~ agents, and subcontractors from ~~making,~~
10 ~~receiving,~~ providing, or offering gifts, entertainment, payments, loans, or other considerations
11 which could be deemed to influence or appear to influence ~~individuals to act contrary to~~COUNTY
12 staff or elected officers in the ~~best interests~~performance of COUNTYtheir duties.

13 16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
14 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
15 Agreement performance. While CONTRACTOR will be required to provide this information
16 without prompting from COUNTY any time there is a change regarding conflict of interest,
17 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

18 17. ANTI-PROSELYTISM PROVISION

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

23 ~~##~~

24 18. SUPPLANTING GOVERNMENT FUNDS

25 CONTRACTOR shall not supplant any ~~Federal~~federal, State, or COUNTY- funds intended
26 for the purposes of this Agreement with any funds made available under this Agreement.
27 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from
28

1 COUNTY with respect to, that portion of its obligations which have been paid by another source
2 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,
3 either directly or indirectly, as a contribution or compensation for purposes of obtaining
4 ~~Federal~~federal, State, or COUNTY funds under any ~~Federal~~federal, State, or COUNTY program
5 without prior written approval of ADMINISTRATOR.

6 19. EQUIPMENT

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

15 CONTRACTOR further agrees to the following:

16 19.1.1 To maintain all items of Capital Equipment in good working order and
17 condition, normal wear and tear excepted.

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

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

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

1 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
 2 parties' interests as they appear.

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

9 19.3 ~~Personal Computer Equipment:~~

10 No ~~personal~~ computers and/or personal electronic devices, such as tablets and
 11 laptop computers, or any component thereof, may be purchased with funds provided under this
 12 Agreement.

13 19.4 Use of COUNTY Computer Equipment

14 COUNTY intends to permit CONTRACTOR the use of computer equipment
 15 provided by ADMINISTRATOR. Said computer equipment shall be used solely by employees of
 16 CONTRACTOR while performing their assigned duties pursuant to this Agreement, and shall
 17 remain the property of COUNTY. CONTRACTOR shall ensure that each of its employees,
 18 volunteers, consultants, or agents that have access to COUNTY facilities and/or data contained in
 19 ADMINISTRATOR's Computer Information System completes information security and
 20 computer usage training provided by ADMINISTRATOR, signs and adheres to the provisions in
 21 Attachment A to this Agreement and signs and adheres to any subsequent agreements required by
 22 federal or State laws or regulations. CONTRACTOR's failure to have all CONTRACTOR
 23 employees that have access to COUNTY's facilities and/or data execute the agreements and/or
 24 complete the training shall constitute a breach of this Agreement.

25 20. BREACH SANCTIONS

26 20.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
 27 conditions of this Agreement shall be a material breach of this Agreement. In such event,
 28

ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

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

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

20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph ~~19.2~~20.1.2 above.

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

21. PAYMENTS

21.1 Maximum Contractual Obligation:

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$2,995~~1,797,000; ~~the~~, or actual allowable costs, whichever is less. The estimated annual amount ~~of \$599,000 for July 1, 2015 through June 30, 2016; the amount of~~ each twelve (12) month period is as follows:

21.1.1 \$599,000 for July 1, ~~2016~~2020 through June 30, ~~2017; the amount of 2021;~~

21.1.2 \$599,000 for July 1, ~~2017~~2021 through June 30, ~~2018; the amount of 2022;~~

and

~~21.1.1~~21.1.3 \$599,000 for July 1, ~~2018 through June 30, 2019; and the amount of \$599,000 for July 1, 2019 through June 30, 2020, or actual allowable costs, whichever is less.~~2022 through June 30, 2023.

21.2 Allowable Costs and Usage:

21.2.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, the following rate for each completed ~~assessment.~~ Assessment:

Employment Readiness Assessment ~~(Basic) \$233~~ \$386

~~Employment Readiness Assessment (Expanded) \$376~~

Learning Disability Evaluation \$369 \$650

No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit price listed above, regardless of the number of referrals from COUNTY.

~~##~~

~~##~~

~~##~~

21.2.2 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, the following rate for outside translation services:

21.2.3 ~~Via telephone~~ \$1.42/35/per minute

~~On site~~ ~~Actual cost, not to exceed \$600/day~~

~~No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit price listed above, regardless of the number of referrals from COUNTY.~~

21.2.4 CONTRACTOR shall follow the procedure described in Section 7.6.5 in Exhibit A to arrange outside translation.

21.3 Claims:

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

21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with

1 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
 2 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
 3 of which may 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 ~~252425 (Records, Inspections, and~~
 6 ~~Audits)~~ of this Agreement.

7 21.3.3 Payments should be released by COUNTY within a reasonable time period
 8 of approximately thirty (30) days after receipt of a correctly completed claim form and required
 9 supporting documentation.

10 21.3.4 Year-End and Final Claims:

11 21.3.4.1 During each COUNTY fiscal year, July 1 through June 30,
 12 covered under the term of this Agreement, COUNTY may establish two (2) billing periods (June
 13 1st through June 15th and June 16th through June 30th) for the month of June which shall require
 14 CONTRACTOR submit separate invoice claims for each billing period. In the event COUNTY
 15 determines a need for two (2) billing periods during any or all COUNTY fiscal years, COUNTY
 16 will provide written notification to CONTRACTOR by the 15th of May of each corresponding
 17 fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.

18 21.3.4.2 CONTRACTOR shall submit a final claim for each COUNTY
 19 fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in
 20 Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year.- Claims
 21 received after August 30th of each corresponding COUNTY fiscal year may, at
 22 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the
 23 date upon which the final claim per each COUNTY fiscal year must be received, upon written
 24 notice to CONTRACTOR.

25 21.3.4.3 The basis for final settlement shall be the actual allowable costs
 26 as defined in Title 48 CFR Section 31.2, incurred and paid by CONTRACTOR pursuant to this
 27 Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any
 28

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

6 ~~21.3.5 — Seventy-Five Percent Expenditure Notification:~~

7 ~~21.3.5.1 — CONTRACTOR shall maintain a system of record~~
 8 ~~keeping that will allow CONTRACTOR to determine when it has incurred seventy five percent~~
 9 ~~(75%) of the total contract authorizations under this Agreement. Upon occurrence of this event,~~
 10 ~~CONTRACTOR shall send written notification to ADMINISTRATOR.~~

11 22. OVERPAYMENTS

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

24 23. OUTSTANDING DEBT

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

1 24. FINAL REPORT

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

7 25. RECORDS, INSPECTIONS, AND AUDITS

8 25.1 Financial Records:

9 25.1.1 CONTRACTOR shall prepare and maintain accurate and complete
10 financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five
11 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
12 State, and ~~Federal~~federal audits are completed, whichever is later.

13 25.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
14 internal control, and financial reporting standards in conformity with generally accepted
15 accounting principles established by the American Institute of Certified Public Accountants and
16 to the satisfaction of ADMINISTRATOR.

17 25.2 Client Records:

18 25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
19 of clients served and dates and type of services provided under the terms of this Agreement in a
20 form acceptable to ADMINISTRATOR.

21 25.2.2 ~~All client records related to services~~CONTRACTOR shall keep all
22 COUNTY data provided under to CONTRACTOR during the term(s) of this Agreement shall
23 ~~be retained by CONTRACTOR~~for a minimum of five (5) years from the date of final payment
24 under this Agreement, or until all pending COUNTY, State, and Federal federal audits are
25 completed, whichever is later. These records shall be stored in Orange County, unless
26 CONTRACTOR requests and COUNTY provides written approval for the right to store the
27 records in another county. Notwithstanding anything to the contrary, upon termination of this
28

1 Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~ COUNTY data
 2 to COUNTY in accordance with Subparagraph ~~42.241.2~~.

3 25.2.3 COUNTY may refuse payment for a claim if client records are determined
 4 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
 5 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
 6 overpayment within the provisions of this Agreement.

7 25.3 Public Records:

8 ~~With To~~ the ~~exception of client records or other records referenced in Paragraph 30,~~
 9 ~~entitled Confidentiality~~ extent permissible under the law, all records, including, but not limited to,
 10 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
 11 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

12 25.4 Inspections and Audits:

13 25.4.1 The U.S. Department of Health and Human Services, Comptroller General
 14 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's
 15 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
 16 have access to any books, documents, papers, and records, including medical records, of
 17 CONTRACTOR which any of them may determine to be pertinent to this Agreement ~~for the~~
 18 ~~purpose of financial monitoring~~. Further, all the above mentioned persons have the right at all
 19 reasonable times to inspect or otherwise evaluate the work performed or being performed under
 20 this Agreement and the premises in which it is being performed.

21 25.4.2 CONTRACTOR shall make its books and ~~financial~~ records available within
 22 the borders of Orange County within ten (10) days of receipt of written demand by
 23 ADMINISTRATOR.

24 25.4.3 In the event CONTRACTOR does not make available its books and
 25 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
 26 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
 27 obtain CONTRACTOR's books and ~~financial~~ records.

1 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
 2 liability to the State or Federal ~~government~~Government or any agency thereof resulting from any
 3 disallowances or other audit exceptions to the extent that such liability is attributable to
 4 CONTRACTOR's failure to perform under this Agreement.

5 25.5 Evaluation Studies:

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

9 26. PERSONNEL DISCLOSURE

10 26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services
 11 through this Agreement, paid and unpaid, including those identified in Paragraph 11 of Exhibit A.

12 ~~26.1~~26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list
 13 of all ~~personnel~~Personnel providing services hereunder, including résumés and job applications.
 14 Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a
 15 copy of a résumé and/or job application. The list shall include:

16 ~~26.1.1~~26.2.1 Names and dates of birth of all ~~full or part-time personnel~~Personnel
 17 by title, ~~including volunteer personnel~~, whose direct services are required to provide the programs
 18 described herein;

19 ~~26.1.2~~26.2.2 A brief description of the functions of each position and the hours
 20 each person works each week; or for part-time ~~personnel~~Personnel, each day or month, as
 21 appropriate;

22 ~~26.1.3~~26.2.3 The professional degree, if applicable, and experience required for
 23 each position; and

24 ~~26.1.4~~26.2.4 The language skill, if applicable, for all ~~personnel~~Personnel.

25 ~~26.2~~26.3 ~~CONTRACTOR's employment applications~~Where authorized by law, and
 26 in a manner consistent with California Government Code §12952, CONTRACTOR shall require
 27 ~~applicants~~prospective Personnel to provide detailed information regarding the conviction of a
 28

1 crime, by any court, for offenses other than minor traffic offenses. Information ~~not disclosed in~~
 2 ~~the employment application~~ discovered subsequent to the hiring or promotion of any
 3 ~~applicant~~ prospective Personnel shall be cause for termination ~~of that employee~~ from the
 4 performance of services under this Agreement.

5 ~~26.3~~ 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 6 COUNTY, ~~criminal record background checks on all employees and/or volunteers who will~~
 7 ~~provide services under this Agreement. Candidates will satisfy background checks consistent with~~
 8 ~~and comparable to those required for COUNTY employees.~~ a clearance on the following public
 9 websites of the names and dates of birth for all Personnel who will have direct, interactive contact
 10 with clients served through this Agreement: U.S. Department of Justice National Sex Offender
 11 Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

12 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
 13 a criminal record background check on all Personnel who will have direct, interactive contact with
 14 clients served through this Agreement. Background checks conducted through the California
 15 Department of Justice shall include a check of the California Central Child Abuse Index, when
 16 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
 17 performance of services under this Agreement.

18 26.6 CONTRACTOR shall ensure that clearances and background checks described in
 19 Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing
 20 services under this Agreement.

21 26.7 In the event a record is revealed through the processes described in Subparagraphs
 22 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
 23 Personnel providing services through this Agreement.

24 ~~26.4~~ 26.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~ Personnel
 25 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work
 26 records and/or reference checks indicating their ability to perform the required duties and accept
 27 the kind of responsibility anticipated under this Agreement. ~~CONTRACTOR shall maintain~~
 28

1 records of background investigations and reference checks undertaken and coordinated by
 2 CONTRACTOR for ~~each employee and/or volunteer~~ Personnel assigned to provide services under
 3 this Agreement, for a minimum of five (5) years from the date of final payment under this
 4 Agreement, or until all pending COUNTY, State, and ~~Federal~~ federal audits are completed,
 5 whichever is later, in compliance with all applicable laws.

6 ~~26.5~~ 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning
 7 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid~~
 8 ~~employee and/or volunteer staff~~ Personnel performing services under this Agreement, when such
 9 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether
 10 such ~~employee and/or volunteer~~ Personnel may continue to provide services under this Agreement
 11 and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's
 12 failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this
 13 Agreement, pursuant to Paragraph ~~19~~ 20 above.

14 ~~26.6~~ 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
 15 ~~staff~~ Personnel performing work hereunder, and any proposed changes in CONTRACTOR's
 16 ~~staff~~ Personnel.

17 ~~26.7~~ 26.11 COUNTY shall have the right to require CONTRACTOR to remove any
 18 ~~employee~~ Personnel from the performance of services under this Agreement. At the request of
 19 COUNTY, CONTRACTOR shall immediately replace said ~~personnel~~ Personnel.

20 ~~26.8~~ 26.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~ Personnel
 21 is terminated for cause from working on this Agreement.

22 ~~26.9~~ 26.13 Disqualification, if any, of CONTRACTOR ~~staff~~ Personnel, pursuant to this
 23 Paragraph ~~26~~ 25, shall not relieve CONTRACTOR of its obligation to complete all work in
 24 accordance with the terms and conditions of this Agreement.

25 **27. EMPLOYMENT ELIGIBILITY VERIFICATION**

26 As applicable, CONTRACTOR warrants that it fully complies with all ~~Federal~~ federal and
 27 State statutes and regulations regarding the employment of aliens and others, and that all its
 28

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

13 ##

14 ~~28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

15 ~~28.1 In order to comply with child support enforcement requirements of COUNTY,~~
 16 ~~CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of~~
 17 ~~this Agreement:~~

- 18 ~~1. in the case of an individual contractor, his/her name, date of birth, Social Security~~
 19 ~~number, and residence address;~~
- 20 ~~2. in the case of a contractor doing business in a form other than as an individual, the~~
 21 ~~name, date of birth, Social Security number, and residence address of each~~
 22 ~~individual who owns an interest of ten percent (10%) or more in the contracting~~
 23 ~~entity;~~
- 24 ~~3. a certification that CONTRACTOR has fully complied with all applicable Federal~~
 25 ~~and State reporting requirements regarding its employees; and~~

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

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

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

~~##~~

~~##~~

5.28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 6.29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
 2 LAW

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

7 7.30. CONFIDENTIALITY

8 7.130.1 CONTRACTOR agrees to maintain the confidentiality of its records
 9 pursuant to WIC Sections ~~827 and~~ 10850-10853, the CDSS MPP, Division 19-000, and all other
 10 provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality,
 11 as each may now exist or be hereafter amended.

12 7.230.2 All records and information concerning any and all persons referred to
 13 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
 14 by CONTRACTOR, and CONTRACTOR's ~~staff~~employees, agents, ~~employees~~subcontractors,
 15 and ~~volunteers~~all other individuals performing services under this Agreement. CONTRACTOR
 16 shall require all of its employees, agents, subcontractors, and ~~volunteer staff who may provide~~all
 17 other individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an
 18 agreement with CONTRACTOR before commencing the provision of any such services, ~~to~~
 19 ~~maintain the confidentiality of any and all materials and information with which they may come~~
 20 ~~into contact, or the identities or any identifying characteristics or information with respect to any~~
 21 ~~and all Participants referred to CONTRACTOR by COUNTY, except as may be required to~~
 22 ~~provide services under this Agreement or to those specified in this Agreement as having the~~
 23 ~~capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR~~
 24 ~~shall comply with any audits specified in Paragraph 24, provide reports and any other information~~
 25 ~~required by COUNTY in the administration of this Agreement, and as otherwise permitted by~~
 26 law agreeing to maintain confidentiality pursuant to State and federal law and the terms of this
 27 Agreement.

1 ~~7.3~~30.3 CONTRACTOR shall inform all of its employees, agents, subcontractors,
 2 ~~volunteers and partners~~ and all other individuals performing services under this Agreement of this
 3 provision and that any person violating the provisions of said ~~State~~California state law may be
 4 guilty of a crime.

5 ~~7.4~~30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be
 6 subject to the confidentiality requirements of this Agreement.

7 ~~7.5~~ CONTRACTOR agrees to maintain the confidentiality of its records with respect
 8 to ~~Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,~~
 9 ~~and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may~~
 10 ~~hereafter be amended.~~

11 ~~7.5.1~~ No access, disclosure or release of information regarding a child who is
 12 the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization
 13 is in doubt, no such information shall be released without the written approval of a Judge of the
 14 Juvenile Court.

15 ~~7.5.2~~ CONTRACTOR must receive prior written approval of the Juvenile
 16 Court before allowing any child to be interviewed, photographed or recorded by any publication
 17 or organization or to appear on any radio, television or internet broadcast or make any other public
 18 appearance. Such approval shall be requested through child's Social Worker.

19 31. SECURITY

20 31.1 Security Requirements

21 31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
 22 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
 23 confidentiality that currently exists or exists at any time during the term of this Agreement.
 24 CONTRACTOR represents and warrants that it has implemented and will maintain during the
 25 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
 26 private and confidential client information, to protect against anticipated threats to the security or
 27 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
 28

1 use of COUNTY data. Such safeguards and controls shall include at a minimum:

2 31.1.1.1 Storage of confidential paper files that ensures records are
3 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

4 31.1.1.2 Control of access to physical and electronic records to ensure
5 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
6 services.

7 31.1.1.3 Control to prevent unauthorized access and to prevent
8 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

9 31.1.1.4 Firewall protection.

10 31.1.1.5 Use of encryption methods of electronic COUNTY data while
11 in transit from CONTRACTOR networks to external networks, when applicable.

12 31.1.1.6 Measures to securely store all COUNTY data, including, but not
13 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
14 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
15 CONTRACTOR further represents and warrants that it has implemented and will maintain during
16 the term of this Agreement administrative, technical, and physical safeguards and controls
17 consistent with State and federal security requirements.

18 31.2 Security Breach Notification

19 31.2.1 CONTRACTOR shall have policies and procedures in place for the
20 effective management of Security Breaches, as defined below. In the event of any actual,
21 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
22 experiences or learns of that either compromises or could reasonably be expected to compromise
23 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
24 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
25 notification, CONTRACTOR shall, at its own expense, immediately:

26 31.2.1.1 Investigate to determine the nature and extent of the Security
27 Breach.

1 31.2.1.2 Contain the incident by taking necessary action, including, but
 2 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
 3 security.

4 31.2.1.3 Report to COUNTY the nature of the Security Breach, the
 5 COUNTY data used or disclosed, the person who made the unauthorized use or received the
 6 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
 7 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
 8 take to prevent future similar unauthorized use or disclosure.

9 31.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
 10 determine what actions are necessary in response to the Security Breach and who will perform
 11 these actions. Actions may include, but are not limited to: notifications; investigation and
 12 remediation costs, including notification of all whose personal information was disclosed; outside
 13 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
 14 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
 15 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
 16 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
 17 required actions.

18 ~~8.32.~~ COPYRIGHT ACCESS

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

22 ~~9.33.~~ WAIVER

23 No delay or omission by either party hereto to exercise any right or power accruing upon
 24 any noncompliance or default by the other party with respect to any of the terms of this Agreement
 25 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of
 26 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other
 27
 28

1 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,
2 condition, or agreement herein contained.

3 ~~10. PETTY CASH~~

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

6 ~~11. PUBLICITY~~

7 ~~34. Information and solicitations, prepared and released by CONTRACTOR, concerning the~~
8 ~~SERVICES DURING AN EMERGENCY AND/OR DISASTER~~

9 ~~34.1 CONTRACTOR acknowledges that service usage may surge during or after an~~
10 ~~emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,~~
11 ~~urgent, usually unexpected occurrence or event requiring immediate action to protect the health~~
12 ~~and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in~~
13 ~~property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as~~
14 ~~described above may require resources or support beyond the local government's capability and~~
15 ~~will typically involve a proclamation of a local emergency by the local governing body (e.g., city~~
16 ~~council, county board of supervisors, or state) and may be declared at the federal level by the~~
17 ~~President of the United States.~~

18 ~~34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust~~
19 ~~service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY~~
20 ~~identifies as being impacted by emergencies and/or disasters. Time limited adjustments may~~
21 ~~include, but are not limited to: providing services at different location(s), assigning staff to work~~
22 ~~days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents~~
23 ~~(FTEs), reassigning staff to an assignment in which their experience or skill is needed, and~~
24 ~~prioritizing services for staff as requested by COUNTY.~~

25 ~~11.134.3 CONTRACTOR shall service COUNTY during emergencies and/or~~
26 ~~declared disaster under the same terms and conditions that apply during non-emergency/disaster~~
27 ~~conditions, however, referrals will only be scheduled to the point of safe utilization as determined~~
28

1 by local authorities. Compensation of services provided ~~under this Agreement shall state~~ during or
 2 after an emergency/disaster shall be calculated by the same unit rates that apply during non-
 3 emergency/disaster conditions. Additional profit margin as a result of providing services during
 4 an emergency or disaster shall not be permitted.

5 ~~12.2.~~35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

6 ~~12.2.1~~35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.
 7 The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
 8 commercial advertisement, promotional purposes, announcements, displays, or press releases,
 9 without COUNTY's prior written consent is expressly prohibited.

10 ~~12.2.2~~35.2 CONTRACTOR may develop and publish information related to this
 11 Agreement where all of the following conditions are satisfied:

12 ~~12.2.1~~35.2.1 ADMINISTRATOR provides its written approval of the content and
 13 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
 14 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

15 ~~12.2.2~~35.2.2 Unless directed otherwise by ADMINISTRATOR, the information
 16 includes a statement that the program, wholly or in part, is funded through ~~COUNTY~~County, State,
 17 and Federal ~~government~~Government funds.;

18 ~~12.3~~—~~CONTRACTOR shall not disclose any details in connection with this Agreement~~
 19 ~~to any person or entity except as may be otherwise provided hereunder or required by law.~~
 20 ~~However, in recognizing CONTRACTOR's need to identify its services and related clients to~~
 21 ~~sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this~~
 22 ~~Agreement within the following conditions:~~

23 ~~12.3.1~~—~~CONTRACTOR shall develop all publicity material in a professional~~
 24 ~~manner; and~~

25 ~~12.3.2~~—~~During the term of this Agreement, CONTRACTOR shall not, and shall~~
 26 ~~not authorize another to, publish or disseminate any commercial advertisements, press releases,~~
 27 ~~feature articles, or other materials using the name of COUNTY without the prior written consent~~

~~of COUNTY. COUNTY shall not unreasonably withhold written consent.~~

~~13. COUNTY RESPONSIBILITIES~~

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

~~14. REFERRALS~~

~~14.1 CONTRACTOR shall provide services to individuals referred by ADMINISTRATOR.~~

35.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

35.2.3.1 Any commercial product or service; and

35.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

~~15.36. REPORTS~~

~~15.36.1~~ 36.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

~~15.236.2~~ 36.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs, or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon

1 written notice to CONTRACTOR.

2 ~~16.37.~~ ENERGY EFFICIENCY STANDARDS

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

5 ~~17.38.~~ ENVIRONMENTAL PROTECTION STANDARDS

6 CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act [Title 42
7 USC Section ~~1857(h)]~~, ~~Section 508 of~~ 7401 et seq., the Clean Water Act (Title 33 USC Section
8 ~~1368~~), 1251 et seq., Executive Order 11738 and Environmental Protection Agency, hereinafter
9 referred to as “EPA,” regulations (Title 40 CFR ~~Part 15~~), as any may now exist or be hereafter
10 amended. Under these laws and regulations, CONTRACTOR assures that:

11 ~~17.138.1~~ 17.138.1 No facility to be utilized in the performance of the proposed grant has been
12 listed on the EPA List of Violating Facilities;

13 ~~17.238.2~~ 17.238.2 It will notify COUNTY prior to award of the receipt of any communication
14 from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized
15 for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

16 ~~17.338.3~~ 17.338.3 It will notify COUNTY and EPA about any known violation of the above
17 laws and regulations.

18 ~~18.39.~~ CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
19 CERTAIN FEDERAL TRANSACTIONS

20 ~~18.139.1~~ 18.139.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
21 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions
22 set down by the ~~OMB~~ Office of Management and Budget (OMB) and published in the Federal
23 Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
24 regulations, it is mutually understood that any contract which utilizes ~~Federal~~ federal monies in
25 excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form
26 provided by ADMINISTRATOR that cites the following:

27 ~~18.1.139.1.1~~ 18.1.139.1.1 A.—The definitions and prohibitions contained in the clause at
28

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

4 ~~18.1.2~~39.1.2 ~~B.~~ — The offeror, by signing its offer, hereby certifies to the best
 5 of his or her knowledge and belief as of December 23, 1989, that

6 ~~18.1.2.1~~39.1.2.1 No ~~Federal~~federal appropriated funds have been paid
 7 or will be paid to any person for influencing or attempting to influence an officer or employee of
 8 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
 9 Member of Congress on his or her behalf in connection with the awarding of any ~~Federal~~federal
 10 contract, the making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan, the
 11 entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,
 12 or modification of any ~~Federal~~federal contract, grant, loan or cooperative agreement;

13 ~~18.1.2.2~~39.1.2.2 If any funds other than ~~Federal~~federal appropriated
 14 funds (including profit or fee received under a covered ~~Federal~~federal transaction) have been paid,
 15 or will be paid, to any person for influencing or attempting to influence an officer or employee of
 16 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
 17 Member of Congress on his or her behalf in connection with this solicitation, the offeror shall
 18 complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities,
 19 to the Contracting Officer; and

20 ~~18.1.2.3~~39.1.2.3 He or she will include the language of this
 21 certification in all subcontract awards at any tier and require that all recipients of subcontract
 22 awards in excess of \$100,000 shall certify and disclose accordingly.

23 ~~18.1.3~~39.1.3 ~~C.~~ — Submission of this certification and disclosure is a
 24 prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC.
 25 Any person who makes an expenditure prohibited under this provision or who fails to file or amend
 26 the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of
 27 not less than \$10,000, and not more than \$100,000, for each such failure.

19.40. POLITICAL ACTIVITY

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

20.41. TERMINATION PROVISIONS

~~20.14~~41.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be defined as limited, to any breach of contract, any partial misrepresentation or whether negligent or willful, fraud on the part of CONTRACTOR-, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

~~20.24~~41.2 ~~Upon termination, or notice thereof,~~For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, and pertinent documents.case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

41.3 In the event of termination of this Agreement, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as

1 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
 2 Agreement.

3 ~~20.34~~1.4 The obligations of COUNTY under this Agreement are contingent upon the
 4 availability of ~~Federal~~federal and/or State funds, as applicable, for the reimbursement of
 5 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
 6 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
 7 remains in effect or operation. In the event that such funding is terminated or reduced,
 8 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
 9 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR
 10 ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with
 11 written notification of such determination. ~~CONTRACTOR~~ shall immediately comply with
 12 ADMINISTRATOR's decision.

13 ##

14 ~~20.44~~1.5 If any term, covenant, condition, or provision of this Agreement or the
 15 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this
 16 Agreement shall ~~not~~remain in full force and effect and shall in no way be affected, impaired, or
 17 invalidated thereby.

18 21.42. GOVERNING LAW AND VENUE

19 This Agreement has been negotiated and executed in the State of California and shall be
 20 governed by and construed under the laws of the State of California, without reference to conflict
 21 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
 22 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
 23 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
 24 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
 25 to waive any and all rights to request that an action be transferred for trial to another county.

26 22.43. SIGNATURE IN COUNTERPARTS

27 ~~22.14~~3.1 The parties agree that separate copies of this Agreement may be signed by
 28

each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

##

43.2 CONTRACTOR represents and warrants that the person executing this Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

///
///

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

By: _____ By: _____
~~CRAIG FOSTER~~ ~~CHAIRMAN~~ ANDREA FOSTER
CHAIRWOMAN
CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
~~CHIEF FINANCIAL OFFICER~~ _____
FOSTER ASSESSMENT CENTER COUNTY OF ORANGE, CALIFORNIA
~~FOSTER ASSESSMENT CENTER~~ _____
_____ & _____ & TESTING SERVICE, INC. _

Dated: _____ Dated: _____

By: _____
_____ ~~ANDREA FOSTER~~

Dated: _____ Dated: _____

By: _____
_____ KATIE FOSTER
_____ CHIEF ~~EXECUTIVE~~ OPERATING OFFICER
_____ (CHAIR)
_____ FOSTER ASSESSMENT CENTER
_____ & _____ & TESTING SERVICE, INC.

Dated:- _____

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

~~Robin Stieler~~
~~Interim~~ _____
ROBIN STIELER
Clerk of the Board
Orange County ~~of Orange~~, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

FOSTER ASSESSMENT CENTER & TESTING ~~SERVICE, INC.~~ SERVICES
FOR THE PROVISION OF
~~VOCATIONAL~~ WELFARE-TO-WORK ASSESSMENT SERVICES

~~23.-~~

~~24.44.~~ POPULATION TO BE SERVED

~~24.144.1~~ CalWORKs Welfare-to-Work (WTW ~~Participants shall be)~~ Clients who are referred to CONTRACTOR by WTW Staff for ~~Vocational~~ Assessment services. It is mutually understood that no minimum number of referrals is guaranteed, expressed or implied, under this Agreement.

~~24.244.2~~ CONTRACTOR agrees to provide ~~Vocational~~ Assessment services, as specified in this Exhibit A to this Agreement, to ~~Participants~~ Clients who are referred to CONTRACTOR by ADMINISTRATOR, ~~under this Agreement.~~

45. HOURS OF OPERATION

~~25.1.~~ CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. ~~GOALS~~

~~25.1~~ At a minimum, CONTRACTOR shall provide ~~Vocational Assessment~~ services that assess the Participant's employment potential by identifying strengths and Barriers to Employment; and generate occupational and/or educational recommendations that can be used to develop an individualized employment plan that will eventually lead to unsubsidized employment.

~~25.2~~ CONTRACTOR shall meet the following annual performance goals:

1 ~~25.2.1~~ ~~For the period of July 1, 2015~~Monday through Friday, from 8:00 a.m.
 2 to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of
 3 Supervisors.~~June 30, 2016, seventy-five percent (75%) of Participants referred for Employment~~
 4 ~~Readiness (ER) Assessment and seventy-five percent (75%) of Participants referred for Learning~~
 5 ~~Disability (LD) Evaluation will complete the Vocational Assessment as referred by WTW Staff,~~
 6 ~~on a monthly basis;~~

7 ~~25.2.2~~ ~~For the period of July 1, 2016 through June 30, 2017, eighty percent~~
 8 ~~(80%) of Participants referred for ER Assessment and eighty percent (80%) of Participants referred~~
 9 ~~for LD Evaluation will complete the Vocational Assessment as referred by WTW Staff, on a~~
 10 ~~monthly basis; and~~

11 ~~25.2.3~~ ~~For the period of July 1, 2017 through June 30, 2020, eighty-five percent~~
 12 ~~(85%) of Participants referred for ER Assessment and eighty-five percent (85%) of Participants~~
 13 ~~referred for LD Evaluation will complete the Vocational Assessment as referred by WTW Staff,~~
 14 ~~on a monthly basis.~~

15 ~~25.3~~ ~~In order to meet the performance goals of Subparagraph 2.2, CONTRACTOR~~
 16 ~~shall:~~

17 ~~25.445.1~~ ~~Attend meetings, as required by ADMINISTRATOR, to develop~~
 18 ~~engagement strategies for clients required to participate in Vocational Assessment services.~~
 19 ~~Meetings shall be conducted with COUNTY, other~~ However, CONTRACTOR is encouraged to
 20 provide the contracted service providers, or educational groups. ~~services on holidays, whenever~~
 21 possible.

22 ~~25.4.1~~ ~~Provide training to WTW Staff at no cost to COUNTY to read, evaluate~~
 23 ~~and interpret Vocational Assessment reports; in addition, provide information and guidance to~~
 24 ~~WTW Staff on presenting and explaining the Vocational Assessment process to Participants; and~~
 25 ~~conduct staff tour/site visits as requested by ADMINISTRATOR;~~

26 ~~25.4.2~~ ~~Develop and implement proactive marketing techniques to alleviate~~
 27 ~~Participant anxiety and stigma associated with testing; and outreach to educate Participants and~~

1 encourage participation in ER Assessment and/or LD Evaluations. Outreach shall include, but not
2 be limited to letters and phone calls.

3 25.5 Participants referred for ER Assessment and/or LD Evaluation who do not complete
4 their Vocational Assessment for reasons approved by ADMINISTRATOR as out of the
5 CONTRACTOR'S control shall not be counted in the above performance goals and shall include,
6 but not be limited to, the following:

7 25.5.1 Participant was assigned to another WTW Activity after
8 CONTRACTOR receives the referral from WTW Staff;

9 25.5.2 Participant was employed after CONTRACTOR receives the referral
10 from WTW Staff and prior to the scheduled Vocational Assessment date;

11 25.5.3 Participant was enrolled in a Self-Initiated Program (SIP) as defined in
12 Subparagraph 3.6 below;

13 25.5.4 Supportive Services as defined in Subparagraph 3.7 below, were not in
14 place; and/or

15 25.5.5 Referral form was incomplete.

16 45.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule
17 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
18 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
19 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall
20 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's
21 holiday schedule and the hours listed in Subparagraph 12.1 of this Exhibit A. Any unauthorized
22 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 20, and shall
23 not be reimbursed.

24 45.3 CONTRACTOR shall offer expanded hours (such as Saturdays and evenings) by
25 special request to facilitate Client attendance.

26 26.46. DEFINITIONS

27 26.11.1 ~~Barriers to Employment: Circumstances that interfere with WTW~~

~~participation, employment, or Job Services.~~

~~26.2~~46.1 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California Welfare and Institutions Code, Section 11200 et seq.

46.2 CalWORKs 2.0: An approach which focuses on helping people set and achieve their goals, which requires an environment with flexibility and a shift from a directive case management to a customer-led management focused on goals.

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

~~26.3~~46.4 CalWORKs WTW Case Manager (CM): An employee of ADMINISTRATOR or COUNTY's Case Management contractor who provides case management services to CalWORKs WTW ~~Participants~~Clients.

~~26.4~~46.5 Job Services: Activities that provide the ~~Participant~~Client with training to learn job seeking ~~and~~skills, interviewing skills; ~~to~~ understand employer expectations; and ~~to~~ learn skills that enhance the ~~Participant's~~Client's move to self-sufficiency.

46.6 Barriers to Employment: Circumstances that interfere with WTW participation, employment, or Job Services.

~~26.5~~46.7 ~~Participant~~Client(s): A recipient of CalWORKs financial assistance benefits who has voluntarily enrolled, or is required to participate, in the WTW program pursuant to State regulations.

~~26.6~~ ~~Self-Initiated Program (SIP): An education or training program in which the Participant has enrolled before or at the time he/she is initially required to participate in WTW Activities.~~

~~26.7~~46.8 Supportive Services: Payments provided to or on behalf of WTW ~~Participants~~Clients for ancillary, child-care, and/or transportation expense costs.

~~26.8~~46.9 ~~Vocational~~Assessment: An evaluation of employability and the need for

1 Support Services ~~considering~~, which takes into consideration work history; employment
 2 knowledge, skills, ~~and abilities~~; education; ~~educational competency level~~; local labor market
 3 conditions; ~~or~~, and behavioral conditions.

4 ~~26.9 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act which~~
 5 ~~requires non-exempt parents or caretakers in families on CalWORKs assistance to meet work~~
 6 ~~requirements by participating in WTW Activities, with a goal of unsubsidized employment leading~~
 7 ~~to self-sufficiency.~~

8 ~~26.10~~46.10 Welfare-To-Work (WTW) Activities: A list of allowable WTW Activities
 9 to which the ParticipantClient may be assigned in accordance with the State of California ~~Welfare~~
 10 ~~and Institutions Code~~WIC, Section 11320 et seq., and the Orange County CalWORKs Plan.

11 ~~26.11~~46.11 Welfare-To-Work (WTW) Plan: A plan developed by the CM and the
 12 ParticipantClient that specifies which activities the ParticipantClient shall engage in, and the
 13 Supportive Services to be provided that support participation in the assigned activities.

14 ~~26.12~~46.12 Welfare-To-Work (WTW) Staff: ADMINISTRATOR's staff and other
 15 contracted staff with the authority to refer ParticipantsClients for services as defined by COUNTY
 16 policy.

17 47. GOALS

18 ##

19 ##

20 47.1 The primary goals of WTW Assessment Services are to:

21 47.1.1 Provide Assessment services that assess the Client's employment potential
 22 by identifying strengths and barriers to employment;

23 47.1.2 Generate occupational and/or educational recommendations that can be
 24 used to develop an individualized employment plan; and

25 47.1.3 Foster family well-being by placing individuals in high paying and high
 26 demand jobs with appropriate support, where they will earn enough or consistently progress
 27 toward higher earnings to be considered self-sufficient and leave the program.

1 48. OUTCOME OBJECTIVES

2 CONTRACTOR shall meet the following outcomes annually:

3 48.1 For the period of July 1, 2020 through June 30, 2021.

4 48.1.1 CONTRACTOR shall attempt to contact one hundred percent (100%) of
5 referred Clients to confirm an initial Assessment within three (3) business days of referral receipt.

6 48.1.1.1 CONTRACTOR shall make a minimum of three (3) contact
7 attempts to confirm an initial Assessment appointment via Client's preferred method of
8 communication (e.g. text, phone call, email) within five (5) business days when the initial contact
9 is unsuccessful.

10 48.1.1.2 Contact attempts shall be made on three (3) varying days and
11 times for one hundred percent (100%) of these Clients.

12 48.1.2 A minimum of eighty-five percent (85%) of completed Assessment reports
13 will be submitted to SSA within three (3) business days of completion.

14 48.2 For the period of July 1, 2021 through June 30, 2023:

15 48.2.1 CONTRACTOR shall attempt to contact one hundred percent (100%) of
16 referred Clients to confirm an initial Assessment within three (3) business days of referral receipt.

17 48.2.1.1 CONTRACTOR shall make a minimum of three (3) contact
18 attempts to confirm an initial Assessment appointment via Client's preferred method of
19 communication (e.g. text, phone call, email) within five (5) business days when the initial contact
20 is unsuccessful.

21 48.2.1.2 Contact attempts shall be made on three (3) varying days and
22 times for one hundred percent (100%) of these Clients.

23 48.2.2 A minimum of ninety percent (90%) of completed Assessment reports will
24 be submitted to SSA within three (3) business days of completion.

25 27.49. SERVICES TO BE PROVIDED

26 27.149.1 General Requirements:

27 CONTRACTOR shall ~~not conduct any unsupervised one;~~

~~27.1.1~~49.1.1 Conduct Assessment Service activities with Clients. One-on-one activities with any ~~Participants, unless those activities are being~~Clients will be performed in an area that is visible to COUNTY staff or CONTRACTOR's staff at all times. CONTRACTOR shall not engage in any unsupervised one-on-one activities with any Clients.

~~27.1.2~~ ~~CONTRACTOR shall~~ Conduct outreach designed to provide Vocational Assessment information the best probability that shall assist WTW Staff in the development of an employment plan with Participant that specifies Job Services activities; work experience; short term vocational training and/or education; or other activities whose characteristics and requirements are appropriately matched to Participants' employment goals, skill levels, needs and aptitudes within the constraints of the CalWORKs WTW program.

~~27.1.3~~49.1.2 The Vocational Assessment process must be conducted in an interactive and engaging manner. CONTRACTOR shall conduct outreach to ensure the Participant Client attends and completes the Vocational Assessment as referred by WTW Staff. Outreach efforts shall include, but not be limited to, text messaging, email, telephone calls, and US mail.

49.1.3 ~~Vocational~~ Utilize Assessment processes that are interactive and encourage client participation.

~~27.1.4~~49.1.4 Ensure Assessments must be conducted in a manner responsiveare sensitive to literacy, language, and socio-cultural ~~issues~~factors that may ~~distort~~impact the quality of the ~~Vocational~~ Assessment process.

~~27.1.5~~49.1.5 Vocational Assessments must evaluateEvaluate for behavioral health ~~and~~, physical ~~and/or mental~~ disabilities; mental disabilities, and identify the presence of substance abuse, physical abuse, and ~~or~~ domestic abuse. If the ~~Vocational~~ Assessment identifies behavioral health, physical, ~~and/or~~ mental disabilities, the presence of substance abuse, physical abuse, and/or domestic ~~violence~~abuse, CONTRACTOR shall immediately notify WTW Staff and comply with the requirements of Paragraph ~~28~~28 of this Agreement, if necessary.

~~27.1.6~~ Assessments shall be completed within seven (7) business days from the

~~initial date of referral.~~

~~27.1.7~~49.1.6 ~~CONTRACTOR shall contact~~Contact WTW Staff by telephone, the same day, if a ~~Participant~~Client fails to appear for a scheduled ~~Vocational~~ Assessment session.

49.1.7 Ensure a knowledgeable liaison is available on a daily basis, at no cost to COUNTY. The liaison shall communicate with WTW Staff to answer questions, provide additional information regarding specific cases, and respond to questions about Assessment reports, Learning Disability (LD) evaluations, and operational issues.

49.1.8 Not charge COUNTY for Client no shows. Additionally, CONTRACTOR shall provide services at no additional charge to COUNTY for rescheduling, retesting, additional testing, or re-Assessments within twelve (12) months of the original Assessment.

49.1.9 Provide training to WTW Staff, as requested by, and at no cost to the County, on reading, evaluating, and interpreting Assessment reports.

49.1.10 Provide information and guidance to WTW Staff presenting and explaining the Assessment process to Clients.

49.1.11 Coordinate with WTW Staff making referrals for Assessment Services.

49.1.12 Conduct Assessment Services for Clients who have learning, mental, or physical disabilities that require additional testing.

49.1.13 Utilize Assessment instruments capable of being administered in English, Spanish, Farsi, and Vietnamese. An appropriate variety of hands-on work samples and non-verbal testing should be provided to assess Clients whose primary language is other than English, Spanish, Farsi, or Vietnamese, as required by ADMINISTRATOR, at no additional cost to the County.

49.1.14 Use technology to administer Assessment instruments, as appropriate.

49.1.15 Utilize Assessment tools that include the use of multiple sources to obtain valid information (e.g., personal interviews, work simulation samples, on-site behavioral observations, and computer assisted inventories).

49.1.16 CONTRACTOR may utilize new testing materials throughout the

Agreement term by obtaining written approval from the County.

49.1.17 Maintain a file for each Client served under the terms of this Agreement.

The Client file shall include a copy of any written correspondence, pre-Assessment information, activities agreement, Assessment report, and any other documented communication with the Client and/or WTW Staff.

49.1.18 In the event of Participant Client noncompliance with WTW program requirements, as determined by WTW Staff, CONTRACTOR's make an assessor shall be available to testify at Participant's Client's WTW appeal hearings upon reasonable notice.

50. MEETINGS AND TRAININGS

50.1 CONTRACTOR may be required to attend quarterly meetings with the County, other County contracted service providers, educational groups, and occasionally conduct staff tour/site visits, as required by ADMINISTRATOR.

50.2 CONTRACTOR shall be expected to participate in meetings and training as required by ADMINISTRATOR.

27.250.3 Assessments

~~CONTRACTOR shall maintain a file for each Participant served under the terms of this Agreement. The Participant file shall include a copy of any written correspondence, pre-assessment information form, activities agreement, Vocational Assessment report, and any other documented communication with the Participant and/or WTW Staff. conduct Assessments that include:~~

~~27.2.1 CONTRACTOR shall obtain a written approval from ADMINISTRATOR of Vocational Assessment instruments to be used, and will request written authorization from ADMINISTRATOR on any revision..~~

27.2.2 Hours of Operation

~~27.2.2.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services during business days Monday through Friday,~~

~~from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors.~~

~~27.2.2.2 — CONTRACTOR’s holiday schedule shall not exceed COUNTY’s holiday schedule which is as follows: New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written approval from ADMINISTRATOR for holiday(s) in excess of those listed above. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall not be reimbursed. CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.~~

~~27.3 — ER Basic Assessment:~~

~~27.3.1 — ER Basic Assessments shall be provided to Participants with pre-determined employment goals or Participants with multiple barriers, such as limited education or limited language abilities. The ER Basic Assessment will focus on the following:~~

~~27.3.250.3.1 Identification~~ A one-on-one interview, which shall include the identification and/or verification of appropriate educational, training, and/or employment goals;

~~27.3.2.1 — Basic assessment of academic abilities and cognitive functions; and~~

~~27.3.2.2 — Identification of Barriers to Employment including adult basic education, child care, transportation and soft skills development.~~

~~27.4 — ER Expanded Assessment:~~

~~27.4.1 — ER Expanded Assessments shall provide more specific details regarding the Participant’s Client’s career interests, skills, abilities and barriers that may be preventing the Participant from obtaining employment.~~

~~27.4.250.3.2 Additional assessment instruments shall identify and evaluate the Participant’s problem solving skills; amount of required supervision needed; and if the Participant is physically able to do the~~ beyond basic academic achievement, experience, identification of an

1 employment goal, employability, and readiness for job. ~~Information shall be provided to WTW~~
 2 ~~Staff to assist them in working with the Participant in determining realistic and achievable long~~
 3 ~~term goals.~~ placement.

4 ~~27.5—All ER Basic and Expanded Assessments shall include, but not be limited to, all of~~
 5 ~~the following:~~

6 ~~27.5.1—Completion of a one-on-one interview and exit conference between the~~
 7 ~~Participant and the assessor.~~

8 ~~27.5.2~~50.3.3 ~~Participant's~~Client's educational history and present educational
 9 competency level, including Assessment of academic abilities and cognitive functioning.

10 ~~27.5.3~~50.3.4 ~~Participant's~~Client's work history and an inventory of his or her
 11 vocational skills and aptitudes, knowledge and abilities, and identification of personal-social traits,
 12 needs, and aspirations for change.

13 ~~50.3.5 Job~~Evaluation of Client's problem solving skills, how much supervision
 14 Client requires, and whether the Client is physically able to do the job.

15 ~~27.5.4~~50.3.6 Client's job-related values and attitudes.

16 ~~27.5.5~~50.3.7 ~~Local labor market information~~An evaluation of the chances of
 17 employment given the current skills of the Client and local labor market condition, based on the
 18 County of Orange Occupational Outlook Report, or similar report. This information may be
 19 accessed via the following website: [-www.labormarketinfo.edd.ca.gov](http://www.labormarketinfo.edd.ca.gov)

20 ~~27.5.6~~50.3.8 Identification of three (3) occupational options or employment
 21 goals, which are in local demand ~~and with an emphasis on those which offer a career ladder and~~
 22 ~~competitive wages as well as,~~ the time it will take to achieve the goals. ~~The ER Assessment must~~
 23 ~~also provide, and~~ an evaluation of the probability of achieving the goals given the
 24 Participant'sClient's current and potential skills and the local labor market.

25 ~~27.5.7~~50.3.9 The ~~Participant's needs~~Client's challenges, including the need for
 26 supportive services, in order to obtain the greatest benefit from the employment and training
 27 services offered under CalWORKs.

~~27.5.8~~ 50.3.10 Identification of challenges to employment, including physical limitations or mental conditions, that limit the Participant's/Client's ability for employment or participation in WTW ~~Activities~~ activities.

~~27.5.9~~ 50.3.11 Identification of available resources to complete the WTW Plan ~~in collaboration with WTW Staff~~.

~~27.5.10~~ 50.3.12 _____ Vision and color blindness tests ~~as, if~~ if necessary.

~~27.5.11~~ 50.3.13 _____ Identification ~~of the presence~~ of mental health/substance abuse and/or domestic abuse issues. If the existence of any of these issues becomes known to the assessor during the ~~Vocational~~ Assessment process, by Participant/client disclosure or ~~assessor suspicion~~ other means, the assessor ~~shall~~ will include this information in the ~~Vocational~~ Assessment ~~report~~ results provided to ADMINISTRATOR.

~~27.5.12~~ 50.3.14 _____ ~~Provision of resource~~ Resource materials and technical assistance provided to the Participant/Client for career exploration activities.

~~27.5.13~~ 50.3.15 _____ Comparison of current competencies and skill levels with training programs and/or job requirements; and ~~recommen~~ recommendation to appropriate basic education, short-term vocational training, or other WTW approved training programs.

~~27.6~~ ER Assessment instruments may be administered to small groups. There will also be cases where Participants have physical disabilities that require additional testing. These additional tests shall be administered at no additional cost to COUNTY.

~~27.7~~ ER Assessment instruments shall be administered in English, Spanish, and Vietnamese, as available and appropriate as determined by CONTRACTOR. An appropriate variety of hands-on work samples and non-verbal testing should be provided to assess Participants whose primary language is other than English, Spanish, or Vietnamese, as required by ADMINISTRATOR, at no additional cost to COUNTY. The use of up-to-date technology shall be employed to administer Vocational Assessment instruments, as appropriate.

~~27.8~~ ER Assessments shall include the use of multiple sources to obtain valid information, e.g., personal interviews, work simulation samples, on-site behavioral observations,

1 ~~and computer assisted inventories.~~

2 ~~27.9~~ LD Evaluation:

3 ~~50.3.16 LD Evaluations shall be administered as determined by WTW Staff, and~~
4 ~~shall provide a~~ Other relevant information gathered during the appraisal.

5 ~~50.3.17~~ An exit conference conducted between the Client and the assessor. The
6 conference shall include, but not be limited to: the likelihood of successful and continued
7 participation in the WTW program, and an explanation on how education and/or training would
8 assist the Client in their current situation. CONTRACTOR shall engage the Client by matching
9 his or her goals and outlook for the future with recommendations that will lead to employment and
10 self-sufficiency.

11 50.4 Learning Disability (LD) Assessments:

12 CONTRACTOR shall:

13 ~~27.9.1~~ 50.4.1 Include the formal identification of the specific nature of a learning
14 disability, ~~developmental disability,~~ and/or co-existing disorder that could extend beyond the
15 testing and measurement of aptitudes, performance, and vocational interests associated with an ER
16 Assessment.

17 ~~27.9.2~~ 50.4.2 When formal Include documentation of an accommodation is if
18 needed, or if the Participant Client presents significant or multiple impairments, an identification a
19 diagnosis will be included as part of the LD Evaluation Assessment.

20 ~~27.9.3~~ ~~LD Evaluation instruments shall be capable of being administered to~~
21 ~~Participants with suspected learning disabilities whose primary language is English or Spanish. If~~
22 ~~LD Evaluation instruments become available in language(s) other than English or Spanish,~~
23 ~~CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the language~~
24 ~~requirements as stated in this Subparagraph.~~

25 ~~50.4.3~~ ~~CONTRACTOR shall~~ Be able to evaluate English and non-English
26 speaking Clients with suspected learning disabilities.

27 50.4.4 Include a description of the learning disability, developmental disability,

physical disability or limitation, appropriate employment opportunities, and any necessary accommodations.

~~27.10.5~~ 50.5 LD Assessment instruments that evaluators may use ~~testing instruments as approved in writing by ADMINISTRATOR, and shall~~ include, but are not be limited to, the following areas:

~~27.10.1~~ 50.5.1 Aptitudes/information processing, e.g., Wechsler Adult Intelligence Scales III Scale (WAIS), Woodstock-Johnson;

~~27.10.1.1~~ — Achievement, e.g., Wide Range Achievement Test III;

~~27.10.1.2~~ — Woodcock-Johnson III: Achievement;

~~27.10.1.3~~ — Woodcock-Johnson III: Cognitive Battery;

~~27.10.1.4~~ — TONI III Cognitive;

~~27.10.1.5~~ — Bateria Woodcock Munoz (Spanish);

~~27.10.1.6~~ — Nelson-Denny; and

~~27.10.2~~ 50.5.2 (WRAT 3), Test of Adult Basic Education (TABE), Nelson-Denny (reading); and

~~27.10.3~~ — The LD Evaluation shall indicate the presence of a learning disability or developmental disability, if so indicated. Other psychological disabilities or physical traumas shall be identified when the Participant exhibits characteristics that may preclude him/her from successfully completing or benefiting from a current or proposed WTW Activity assignment.

~~27.10.4~~ — LD Evaluations shall be completed over a one (1) or two (2) day period for a total of no more than twelve (12) hours.

50.5.3 Vocational interest, as needed, to assist in the development of the welfare-to-work plan.

~~27.11~~ 50.6 Translation Services

~~27.11.1~~ 50.6.1 Services shall Translation services will be provided in all languages as required by ADMINISTRATOR to ADMINISTRATOR's Clients that are non-English proficient. The referral for services shall will indicate the primary language of the

~~Participant~~Client.

~~27.11.2~~50.6.2 CONTRACTOR shall utilize ~~its~~their own staff for ~~English, Spanish and Vietnamese~~ translation services at no additional cost to COUNTY, prior to utilizing outside translation services.

50.6.3 CONTRACTOR shall ~~utilize outside~~provide in-house translation services for the following languages: English, Spanish, Vietnamese, and Farsi. CONTRACTOR shall interpret and translate, if requested, all communication between ADMINISTRATOR's staff and Clients.

~~27.11.3~~50.6.4 Outside translation services via telephone will be utilized for those ~~Participants~~Clients whose primary language is other than ~~English, Spanish, Vietnamese, those~~ listed in Subparagraph 7.6.3 or any other language in which ~~CONTRACTOR~~the CONTRACTOR's staff are not fluent. When the ~~Participant~~Client exhibits the need for outside translation services, the CONTRACTOR shall obtain prior written authorization from ADMINISTRATOR to allow WTW Staff the opportunity to provide the translation services.

~~27.11.4~~50.6.5 ~~It is mutually understood that there may be times when~~Should it be determined that it is necessary for outside translation services to be provided on-site and in person versus translation services via telephone~~-,~~ CONTRACTOR shall obtain prior written authorization from ~~ADMINISTRATOR~~the referring regional office's Social Services Supervisor II to provide on-site translation services. Outside translation services will be charged at the rate provided in Section 21.2.3.

50.6.6 CONTRACTOR and CONTRACTORS's employees (interpreters/translators) shall be able to communicate fluently and effectively in both English and the language of which interpretation/translation services are being provided.

51. REPORTS

~~28.~~ ADDITIONAL CONTRACTOR RESPONSIBILITIES

~~28.1~~—CONTRACTOR shall ensure a knowledgeable liaison, at no cost to COUNTY, is available on a daily basis to answer questions from WTW Staff, to consult regarding specific cases,

1 ~~and provide additional information, as needed, to respond to questions about Vocational~~
2 ~~Assessment reports and learning disability evaluations, as well as address operational issues with~~
3 ~~COUNTY staff.~~

4 51.1 CONTRACTOR shall not charge COUNTY:

5 51.1.1 Include items identified in Subparagraph 7.3 through 7.5.3 and be
6 developed in collaboration with ADMINISTRTROR staff for ~~Participant no shows.~~ In
7 addition, Assessment results.

8 51.1.2 Be submitted to CM, in a format approved by ADMINISTRATOR, within
9 three (3) bussiness days of completion of the Assessment.

10 51.1.3 Be written using clear, expressive language that can be easily understood
11 by the CM.

12 51.1.4 Include a one (1) paragraph narrative regarding the assessor's verbal and/or
13 non-verbal interactions with the Client, any relevant information the Client shares, and specific
14 needs for any of the Assessments. If the Client was required to return for an additional day, the
15 assessor will document the Client's commitment and willingness to return to finalize the
16 Assessment.

17 51.1.5 Identify the Client's employment goals in the most appropriate occupations
18 using transferable skills. If the Client has experience or training in a field that the CONTRACTOR
19 determines does not translate into an employment goal, an explanation will be included in the
20 report. CONTRACTOR shall provide ~~services~~ multiple job recommendations in the report.

21 51.1.6 Identify the Client's prior training, experience, skills, vocational interests
22 and goals, academic and vocational strengths and weaknesses, and three (3) occupational options
23 that meet the needs of the individual and have the potential to lead to self-sufficiency.

24 51.1.7 Include concrete steps CM can share with the Client. For each of the
25 occupational options, the Assessment report will include the probable wage range, pre-requisites
26 for employment, and probability of completing the employment goal.

27 51.1.8 Recommend an employment plan that specifies the necessary short-term

vocational training and/or education, work experience, and/or community service that will be needed to obtain the employment goals, and a timeline that identifies when the various phases of the employment plan should be completed with specific next steps outlined. Where training is recommended, the assessor will suggest the most expeditious training program available, in which the assessor has no conflict of interest.

~~28.1.1~~ 51.1.9 Incomplete Assessment reports, as determined by WTW Staff, will be returned to CONTRACTOR for completion of the report and/or the Assessment at no additional charge to COUNTY for reschedules, or retesting, additional testing, or re-assessments within twelve (12) months of original Vocational Assessment cost to COUNTY. In the event of a dispute between WTW Staff and CONTRACTOR regarding the completion of the Assessment report, ADMINISTRATOR will evaluate and make the final decision.

51.2 Monthly Administrative Reports

CONTRACTOR shall submit a report to ADMINISTRATOR, in a format approved by the ADMINISTRATOR, by the fifteenth (15th) of each month for the preceding month of services which will include, but not be limited to, the following:

51.2.1 Client's name;

51.2.2 Case Number;

51.2.3 Date Assessment was completed;

51.2.4 Date the written Assessment report was submitted to WTW Staff;

51.2.5 Name of assessor;

51.2.6 Type of Assessment services;

51.2.7 Number of referrals;

51.2.8 Recommendations;

51.2.9 Number of LD/developmentally disabled Clients identified;

51.2.10 Number of no shows; and

51.2.11 Number of Clients that did not complete the Assessment as referred by

WTW Staff.

29.52. CASE RECORDS

~~29.152.1~~ 29.52.1 CONTRACTOR shall maintain current and complete records for each ~~Participant~~ Client referred and served under this Agreement as described in Subparagraph ~~4.1.96.1.17~~ of this Exhibit A.

~~29.252.2~~ 29.52.2 At ~~ADMINISTRATOR's~~ ADMINISTRATORS's discretion, CONTRACTOR shall use ADMINISTRATOR's Internet based computer information system to view ~~client~~ Client data. ADMINISTRATOR will provide sufficient training to CONTRACTOR regarding use of electronic case records on ADMINISTRATOR's Internet based computer information system. CONTRACTOR shall be responsible to provide all the necessary equipment for its staff to access ADMINISTRATOR's Internet based computer information system. CONTRACTOR shall inform ADMINISTRATOR of any employment terminations or new hires so that ADMINISTRATOR's Information Technology Services may take appropriate action regarding user names and passwords within two (2) business days of staff status changes.

~~30. — Assessment Sites~~53. FACILITIES

CONTRACTOR shall be expected to perform ~~Vocational~~ Assessment Services at COUNTY and/or other existing office locations on an as needed schedule, as specified by ADMINISTRATOR.

~~1. — CalWORKs North Region
Sand Dollar Financial Plaza Office
1240 S. State College Ste. 200
Anaheim, CA 92806~~

Laguna Hills Regional Center

CalWORKs South Region
23340 Moulton Parkway
Laguna Hills, CA -92653

Cypress Regional Center

CalWORKs West Region
6100 Chip Avenue

Cypress, CA -90630

Santa Ana Regional Center

CalWORKs East Region
1928 ~~S.~~ Grand ~~Ave.~~ Avenue
Santa Ana, CA 92705

~~30.153.1~~ 30.253.1 ~~CONTRACTOR shall provide Vocational Assessment services at the sites listed above and only to~~ Only CalWORKs WTW ~~Participants~~ Clients referred by WTW Staff shall be provided services at the above locations.

~~30.253.2~~ 30.253.2 Services may be provided on an as needed basis, as determined by ~~ADMINISTRATOR~~ COUNTY, at the following location:

Foster Assessment Center & Testing ~~Service, Inc.~~ Services
50 S. Anaheim Blvd., Suite #251
Anaheim, CA 92805

~~31.1.~~ REPORTS

~~31.1~~ Assessment Report

~~31.1.1~~ The ER Assessment report shall:

~~31.1.1.1~~ Include items identified in Subparagraphs 4.2 through 4.7 above and be developed in collaboration with ADMINISTRATOR for Vocational Assessment results.

~~31.1.1.2~~ Be submitted to WTW Staff, in a format approved by ADMINISTRATOR, within seven (7) calendar days of completion of the Vocational Assessment.

~~31.1.1.3~~ Be written using language that can be easily understood by WTW Staff.

~~53.2.1~~ Include a one (1) paragraph narrative regarding the assessor's verbal and/or non-verbal interactions with the Participant, any relevant information the Participant shares and specified needs for any of the Vocational CONTRACTOR shall provide parking spaces for Clients' free and exclusive use. In addition to these parking spaces, CONTRACTOR shall also provide parking for disabled persons in accordance with the ADA, and any other rules or statutes relating

1 to parking for disabled persons.

2 53.2.2 CONTRACTOR shall maintain any facilities in compliance with all
 3 applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may
 4 be subsequently amended. CONTRACTOR shall provide all repair, maintenance, and janitorial
 5 services to all premises on a five-day-per-week basis, subject to the satisfaction of the
 6 ADMINISTRATOR. If the CONTRACTOR fails to provide satisfactory repair, maintenance, and
 7 janitorial services to the premises, the ADMINISTRATOR may notify CONTRACTOR in
 8 writing. Failure to comply may result in breach of contract.

9 54. STAFF

10 ~~31.1.1.4 — Staff conducting Assessments. If the Participant is~~
 11 ~~required to return for an additional day, shall make recommendations consistent with the assessor~~
 12 ~~shall document their commitment and willingness to return to finalize CalWORKs Program~~
 13 ~~Objectives, the Vocational Assessment.~~

14 ~~31.1.1.5 — Identify the Participant's employment goals in the most~~
 15 ~~appropriate occupations using transferable skills. If the Participant has experience or training in a~~
 16 ~~field that is not suitable as an employment goal, an explanation shall be included in the report.~~

17 ~~31.1.1.6 — Identify the Participant's prior training, experience,~~
 18 ~~skills, local labor market outlook, and available educational and vocational interests and goals,~~
 19 ~~academic and vocational strengths and weaknesses, and three (3) occupational options (in demand~~
 20 ~~locally with a competitive starting salary or promise in the near future of a competitive salary with~~
 21 ~~an emphasis on those which offer a career ladder and competitive wages based on the County of~~
 22 ~~Orange Occupational Outlook Report or similar report — see Subparagraph 4.4.5 above, for more~~
 23 ~~information) that meet the needs of the individual and lead to self-sufficiency. This shall include~~
 24 ~~specific next steps WTW Staff can provide and share with the Participant. For each of the~~
 25 ~~occupational options, the Vocational Assessment report shall include the probable wage range,~~
 26 ~~pre-requisites for employment, and probability of completing the employment goal. Non-~~
 27 ~~traditional occupational choices training resources. CONTRACTOR's staff shall be encouraged~~

whenever appropriate.

~~31.254.1 Recommend an employment plan that specifies the necessary short term vocational training and/or education, work experience, and/or community service that shall be needed to obtain the employment goals; and a timeline that identifies when the various phases of the employment plan should be completed with specific next steps outlined. Where training is recommended, the assessor shall suggest the most expeditious training program available, in which the assessor has~~ no conflict of interest. Recommendations for a short term employment goal should be provided, whenever possible in the recommendations made.

~~31.2.1 LD Evaluation Reports shall include the requirements specified in Subparagraph 4.8 above. In addition, the LD Evaluation report shall:~~

~~31.2.1.1 Indicate the presence of a learning disability, developmental disability, other psychological disability, or physical trauma; and~~

~~31.2.1.2 Include any necessary accommodations for training or employment.~~

~~31.2.2 Administrative Reports~~

~~CONTRACTOR shall submit a report to ADMINISTRATOR by the fifteenth (15th) calendar day of each month for the preceding month of services which will include, but not limited to, the following:~~

~~31.2.2.1 Participant's name;~~

~~31.2.2.2 Case number;~~

~~31.2.2.3 Date Vocational Assessment was completed;~~

~~31.2.2.4 Date the written Vocational Assessment report was submitted to WTW Staff;~~

~~31.2.31.1.1 Name of assessor;~~

~~31.2.3.1 Type of Vocational Assessment;~~

~~31.2.3.2 Barriers identified;~~

~~31.2.3.3 Number of referrals;~~

~~31.2.3.4~~ Number of LD/Developmental Disabilities identified;

~~31.2.3.5~~ Number of no shows; and

~~31.2.3.6~~ Number that did not complete the Vocational Assessment as referred by WTW Staff.

~~32.~~ STAFFING REQUIREMENTS

~~32.1~~54.2 ~~ER~~ Assessments shall be conducted by persons qualified by education and/or experience, preferably with a master's degree in an employment counseling related field, to provide career counseling and guidance, ~~Vocational~~vocational Assessment, or career planning. The minimum qualifications for the position are as follows:

~~32.1.1~~54.2.1 Bachelor's degree from an accredited college, including completion of at least fifteen (15) semester units in career counseling preparation, of which at least three (3) units must be in the areas of career planning, guidance principles and techniques, personality development, occupational and industrial information, tests and measurements, or other courses relating to career counseling preparation, or

~~32.1.2~~54.2.2 Two (2) years of career counseling experience, including at least fifty (~~50~~) percent (50%) vocational counseling in a variety of occupational fields, and fifteen (15) semester units as specified above.

~~32.2~~54.3 LD ~~Evaluations~~Assessments shall be conducted by a person(s) qualified by education and experience to administer and score the testing instruments and adequately evaluate for the presence of a learning disability or developmental delay/disability. The minimum qualifications for the position are as follows:

~~32.2.1~~54.3.1 Master's ~~degree~~Degree; and

~~32.2.2~~54.3.2 ~~Specialized training in administering testing instruments~~Three (3) years of experience administrating and evaluating ~~Participants for learning disabilities~~LD evaluations.

~~32.3~~54.4 A Learning Disability diagnosis shall be performed by an individual(s) qualified by education and experience to provide a diagnosis when formal documentation of an

accommodation is needed, or the ~~Participant~~Client presents significant or multiple impairments. The minimum qualifications for the position are as follows:

~~32.3.1~~54.4.1 Licensed Clinical Social Worker(s) or Licensed Marriage and Family Therapist(s) who is qualified to provide verification of a learning disability exemption to the extent that they are licensed by the State of California and are specialized in diagnosing and treating learning disabilities.

~~32.3.2~~54.4.2 Individuals conducting ~~Vocational~~ Assessments ~~must be able to~~shall make recommendations consistent with the CalWORKs Program objectives, the local labor market outlook, and available educational and vocational training resources.

~~33.55.~~ HANDLING COMPLAINTS

CONTRACTOR shall ~~develop~~:

55.1 Have a written grievance and complaint process in place and make each Client aware of the availability of the form during the orientation process.

~~33.1~~55.2 Develop, operate, and maintain procedures for receiving, investigating and responding to provider and ~~Participant~~Client complaints, including Civil Rights complaints, requests for ~~COUNTY~~County reviews, negative comments and other complaints relating to ~~Vocational Assessment~~ services. provided under this Agreement.

~~33.2~~55.3 ~~CONTRACTOR shall maintain~~ Maintain a log for identification and response to ~~Participants'~~Client's complaints. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. ~~Ideally responses~~ Responses to complaints ~~shall~~ should occur within two (2) business days. ~~For Civil Rights complaints, refer to Subparagraph 10.6 of this Agreement, unless~~ otherwise authorized by the ADMINISTRATOR.

~~33.3~~55.4 Immediately forward complaints to COUNTY that CONTRACTOR shall identify issues with potential believes may have legal implications, ~~and review any such cases with~~ ADMINISTRATOR for CONTRACTOR or COUNTY, prior to responding to the ~~complaints.~~ complaint.

1 ~~33.455.5~~ CONTRACTOR shall provide Provide to ADMINISTRATOR, in a form
 2 approved by ADMINISTRATOR, information pertaining to complaints, as well as
 3 ~~CONTRACTOR's~~ the CONTRACTOR's response to any complaints as described above within ten
 4 (10) ~~working~~ business days of the complaint. CONTRACTOR shall provide a summary of all
 5 complaints, including Civil Rights Complaints, and/or negative comments as prescribed and on a
 6 format approved by ADMINISTRATOR. Complaints include, but are not limited to, complaints
 7 from ~~clients~~ Clients, other ~~contract~~ County contracted service providers, community organizations,
 8 and the public.

9 ~~34.~~ OUTSIDE CONTACTS

10 ~~CONTRACTOR shall:~~

11 ~~34.1— Immediately inform ADMINISTRATOR of any inquiry from an elected official,~~
 12 ~~their representative, Participant advocate, or the press, and immediately provide information in~~
 13 ~~order to permit ADMINISTRATOR to respond.~~

14 ~~34.2— Consult with ADMINISTRATOR prior to initiating contact with a Participant~~
 15 ~~advocate or the press.~~

16 ~~34.3— Inform ADMINISTRATOR prior to initiating contact with an elected official or~~
 17 ~~their representative.~~

18 ~~35.~~ 56. QUALITY ASSURANCE/QUALITY CONTROL

19 ~~35.156.1~~ Throughout the term of this Agreement, the CONTRACTOR shall establish
 20 and ~~maintain~~ utilize a comprehensive Quality Control Plan, ~~in~~ on a format approved by
 21 ADMINISTRATOR, to ~~ensure requirements under this Agreement are met.~~ The ~~monitor the level~~
 22 ~~of program service and quality-control plan shall.~~ The Quality Control Plan will be effective on
 23 the Agreement start date and will be updated and resubmitted for ADMINISTRATOR approval
 24 when changes occur. The Quality Control Plan will include, but not be limited to, the following:

25 ~~35.256.2~~ Method The method for ensuring the services, deliverables, and
 26 requirements defined in ~~this Agreement~~ the contract are being provided at or above the level of
 27 quality per this Agreement;

1 35.2.1 ~~Method for assuring that the professional staff rendering services have~~
2 ~~the necessary qualifications;~~

3 ~~35.56.3 Method for~~The method of identifying and preventing deficiencies in the
4 quality of service as defined by ~~ADMINISTRATOR~~ADMINISTRATOR's policy;

5 ~~35.456.4 Method~~The method for providing the ADMINISTRATOR with a copy of
6 CONTRACTOR case reviews ~~and~~, a clear description of issues that arise, and corrective action
7 taken; to resolve identified problems;

8 ~~35.556.5~~ Items/areas to be inspected on either a scheduled or unscheduled basis, how
9 often inspections will be accomplished, and the title of the individual(s) who will perform the
10 inspections;

11 ~~35.656.6~~ Specific methods for identifying and preventing deficiencies in the quality
12 of service performed, before the level of performance becomes unacceptable; and

13 ~~35.6.1 Maintenance of a file of all inspections conducted by CONTRACTOR~~
14 ~~and, if necessary, the corrective action taken; and~~

15 ~~35.6.2 Method for continuing services in the event of a natural disaster.~~

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17 ~~35.7 CONTRACTOR shall jointly host regular coordination meetings with~~
18 ~~ADMINISTRATOR, WTW Staff, and other contract partners to coordinate procedures and~~
19 ~~problem resolution.~~

20 ~~35.856.7 CONTRACTOR shall maintain accreditation from the Commission on~~
21 ~~Accreditation of Rehabilitation Facilities (CARF) or other similar organization(s) to monitor~~ strike
22 by the CONTRACTOR's ~~standards of quality in the provision of Vocational Assessment services~~
23 ~~in accordance with this Agreement. CARF is a non-profit organization who establishes consumer-~~
24 ~~focused standards to help organizations measure and improve the quality of their programs and~~
25 ~~services.~~ employees.

26 36.57. PERFORMANCE MONITORING

27 ~~36.157.1~~ CONTRACTOR's performance shall be monitored and reviewed by

ADMINISTRATOR as part of an on-going evaluation of CONTRACTOR's performance.

~~36.2~~57.2 ADMINISTRATOR may use a variety of inspection methods to evaluate CONTRACTOR's performance, including, but not limited to:

~~36.2.1~~57.2.1 Inspection of CONTRACTOR's case files and applicable data reports to ensure compliance with requirements of this Agreement;

~~36.2.2~~57.2.2 Random sampling of program activities including a review of case files each month;

~~36.2.3~~57.2.3 Activity checklists and random observations;

~~36.2.4~~57.2.4 Inspection of output items on a periodic basis as deemed necessary by ADMINISTRATOR;

~~36.2.5~~57.2.5 COUNTY computer data system reports;

~~36.2.6~~57.2.6 ~~Participant~~Client complaints and/or ~~Participant~~Client questionnaires; and

~~36.2.7~~57.2.7 Service provider complaints or reports.

~~36.3~~57.3 ADMINISTRATOR may require a corrective action plan when it is determined that services are performed unsatisfactorily during the review period. CONTRACTOR shall remedy the performance deficits within the time period specified in the corrective action plan.

~~36.4~~57.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the information necessary for monitoring this Agreement, and with authorized State or Federal representatives who may audit program services.

~~36.5~~57.5 Performance evaluation meetings will be conducted by ADMINISTRATOR as necessary.

57.6 ~~VOCATIONAL~~ Upon completion of Assessment Services, CONTRACTOR shall provide the Client with a client satisfaction survey, on a format approved by the ADMINISTRATOR. CONTRACTOR shall provide ADMINISTRATOR with completed Client satisfaction surveys on a monthly basis.

~~37.58.~~ ASSESSMENTS ~~DISPUTED~~DISPUTES

In the event of a dispute between the ~~Participant~~Client and CONTRACTOR regarding the ~~Vocational~~ Assessment outcome, ADMINISTRATOR shall evaluate and make the final decision concerning the ~~Vocational~~ Assessment outcome.

~~38.59. THIRD PARTY VOCATIONAL ASSESSMENTS~~

For those ~~Participants~~Clients requesting third party ~~Vocational~~ Assessments, CONTRACTOR’s assessor shall be available to review ~~Participant~~Participant ~~Vocational~~Client Assessment reports with the COUNTY-contracted third party assessor, as necessary.

~~39. INCOMPLETE VOCATIONAL ASSESSMENTS~~

~~Incomplete Vocational Assessment reports, as determined by WTW Staff, shall be returned to CONTRACTOR for completion of the report and/or the Vocational Assessment at no additional cost to COUNTY. In the event of a dispute between WTW Staff and CONTRACTOR regarding the completion of the Vocational Assessment report, ADMINISTRATOR shall evaluate and make the final decision.~~

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