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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
FOSTER ASSESSMENT CENTER & TESTING SERVICE, INC.
FOR THE PROVISION OF
VOCATIONAL ASSESSMENT SERVICES

THIS AGREEMENT, entered into this 1st day of July 2012, 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, INC., a California 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."

W I T N E S S E T H:

WHEREAS, the California Work Opportunities and Responsibility to Kids (CalWORKs) Act of 1997, hereinafter referred to as the "CalWORKs Act," provides that vocational assessment services be provided for Welfare-To-Work (WTW) participants (Welfare and Institutions Code Section 11320.1.(b));

WHEREAS, the Foster Care Independence Act of 1999 establishes provisions for vocational assessment services to be provided to youth participating in Transitional Planning Services;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of vocational assessment services;

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

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

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1 1. TERM

2 The term of this Agreement shall commence on July 1, 2012, and terminate
3 on June 30, 2015, unless earlier terminated pursuant to the provisions of
4 Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to
5 perform such duties as would normally extend beyond this term, including but
6 not limited to, obligations with respect to indemnification, audits, reporting
7 and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to
8 extend the term of this Agreement, for up to twelve (12) additional months
9 upon the same terms and conditions, provided that COUNTY's maximum obligation
10 as stated in Subparagraph 20.1 of this Agreement does not increase as a
11 result.

12 2. ALTERATION OF TERMS

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

20 3. DEFINITIONS

21 3.1 Assessment: An evaluation of employability and the need for
22 support services considering work history; employment knowledge, skills, and
23 abilities; education; educational competency level; and local labor market
24 conditions; physical limitations; or behavioral conditions.

25 3.2 Barriers to Employment: Circumstances that interfere with WTW
26 participation, employment, or job search.

27 3.3 CalWORKs: California Work Opportunity and Responsibility to Kids
28 Act of 1997 as described in California Welfare and Institutions Code, Section

1 11200 et seq.

2 3.4 CalWORKs WTW Case Manager (CM): An employee of ADMINISTRATOR or
3 COUNTY's Case Management contractor who provides case management services to
4 CalWORKs WTW participants.

5 3.5 Job Services: Activities that provide the participant with
6 training to learn job seeking and interviewing skills; to understand employer
7 expectations; and to learn skills that enhance the participant's move to self-
8 sufficiency.

9 3.6 Participant: A recipient of CalWORKs financial assistance benefits
10 who has voluntarily enrolled, or is required to participate in the WTW program
11 pursuant to State regulations; or a youth, age sixteen (16) through twenty
12 (20) years, who is participating in the TPS Program.

13 3.7 Supportive Services: Payments provided to or on behalf of WTW
14 participants for ancillary, child-care, and transportation expense costs.

15 3.8 Transitional Planning Services (TPS): Broad-based services program
16 designed to enable eligible youth to achieve self-sufficiency before leaving
17 the foster care support system by providing them with independent living
18 skills services and the support necessary to transition to adulthood.

19 3.9 TPS Social Worker: An employee of ADMINISTRATOR who facilitates
20 case management services to TPS participants.

21 3.10 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act
22 which requires non-exempt parents or caretakers in families on CalWORKs
23 assistance to meet work requirements by participating in WTW activities, with
24 a goal of unsubsidized employment leading to self-sufficiency.

25 3.11 Welfare-To-Work (WTW) Activities: A list of allowable WTW
26 activities to which the participant may be assigned in accordance with the
27 State of California Welfare and Institutions Code, Section 11320 et seq., and
28 the Orange County CalWORKs Plan.

1 3.12 Welfare-To-Work (WTW) Plan: A plan developed by the CM and the
2 participant that specifies work related activities in which the participant
3 shall engage, and the services to be provided to the participant.

4 3.13 Welfare-To-Work (WTW) Staff: ADMINISTRATOR's staff and other
5 contracted staff with the authority to refer participants for services as
6 defined by COUNTY policy.

7 4. STATUS OF CONTRACTOR

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

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

19 5. DESCRIPTION OF SERVICES, STAFFING

20 5.1 CONTRACTOR agrees to provide those services, facilities, equipment
21 and supplies as described in the Exhibits to the Agreement between County of
22 Orange and Foster Assessment Center and Testing Service, Inc., for the
23 Provision of Vocational Assessment Services, attached hereto and incorporated
24 herein by reference: Exhibit "A" relating to CalWORKs Welfare-To-Work
25 Program, Exhibit "B" relating to Transitional Planning Services, and Exhibit
26 "C" relating to Service Conditions. CONTRACTOR shall operate continuously
27 throughout the term of this Agreement with the number and type of staff
28 described and as required for provision of services hereunder pursuant to the

1 personnel disclosure provisions of this Agreement.

2 5.2 Subject to thirty (30) days written notice, ADMINISTRATOR may, in
3 his or her sole discretion, require changes in staffing allocations to reflect
4 current workload demands or service needs as long as COUNTY's maximum
5 obligation as set forth in this Agreement is not exceeded.

6 5.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
7 appropriate staff to attend an orientation session and subsequent training
8 sessions given by COUNTY.

9 6. LICENSES AND STANDARDS

10 6.1 CONTRACTOR warrants that it has all necessary licenses and permits
11 required by the laws of the United States, State of California, County of
12 Orange and all other appropriate governmental agencies, and agrees to maintain
13 these licenses and permits in effect for the duration of this Agreement.
14 Further, CONTRACTOR warrants that its employees shall conduct themselves in
15 compliance with such laws and licensure requirements including, without
16 limitation, compliance with laws applicable to sexual harassment and ethical
17 behavior.

18 6.2 In the performance of this Agreement, CONTRACTOR shall comply,
19 unless waived in whole or in part by ADMINISTRATOR, with all applicable
20 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
21 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
22 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
23 applicable laws and regulations of the United States, State of California,
24 County of Orange Social Services Agency and all administrative regulations,
25 rules and policies adopted thereunder as each and all may now exist or be
26 hereafter amended.

27 6.2.1 For federally funded Agreements in the amount of \$25,000
28 or more, CONTRACTOR certifies that said Agency's officers and/or principles

1 are not debarred or suspended from federal financial assistance programs
2 and/or activities.

3 7. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

4 7.1 Delegation and Assignment:

5 CONTRACTOR shall neither delegate its duties or obligations nor
6 assign its rights with respect to this Agreement, either in whole or in part.
7 Any such attempted delegation or assignment shall be void. The transfer of
8 assets in excess of ten (10) percent of the total assets of CONTRACTOR, or any
9 change in the corporate structure, the governing body, or the management of
10 CONTRACTOR, which occurs as a result of such transfer, shall be deemed an
11 assignment of benefits under the terms of this Agreement and shall be void.

12 7.2 Subcontracts:

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

20 7.2.1 Subcontracts of \$25,000 or less:

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

1 7.2.2 Subcontracts in excess of \$25,000:

2 CONTRACTOR shall develop and submit for approval to
3 ADMINISTRATOR a system for the procurement of subcontracts with any
4 organization in which the total cumulative cost of services provided by any
5 single organization is anticipated to exceed twenty-five thousand dollars
6 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed
7 procurement system shall take into consideration such factors as: degree of
8 price competition; pricing policies and techniques; experience and quality of
9 service; methods of evaluating subcontractor responsibility; relationship of
10 subcontractor to CONTRACTOR; and planning, award, and post-award management of
11 subcontracts, including internal audit procedures and monitoring of
12 subcontractor's performance until completion of services.

13 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
14 procurement system, CONTRACTOR shall comply with such procurement system in
15 obtaining subcontracts with a total cost in excess of twenty-five thousand
16 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR
17 shall obtain ADMINISTRATOR's written consent prior to entering into a
18 subcontract with any organization when the total cumulative cost of services
19 to be provided by that organization is anticipated to exceed twenty-five
20 thousand dollars (\$25,000) during the term of this Agreement.

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

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1 8. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

2 8.1 Form of Business Organization:

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

7 8.1.1 The form of CONTRACTOR's business organization, i.e.,
8 proprietorship, partnership, corporation, etc.

9 8.1.2 A detailed statement indicating the relationship of
10 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
11 individual.

12 8.1.3 A detailed statement indicating the relationship of
13 CONTRACTOR to any subsidiary business organization or to any individual who
14 may be providing services, supplies, material or equipment to CONTRACTOR or in
15 any manner does business with CONTRACTOR under this Agreement.

16 8.2 Change in Form of Business Organization:

17 If during the term of this Agreement the form of CONTRACTOR's
18 business organization changes, or the ownership of CONTRACTOR changes, or
19 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
20 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
21 writing, detailing such changes. A change in the form of business
22 organization may, at COUNTY's sole discretion, be treated as an attempted
23 assignment of rights or delegation of duties of this Agreement.

24 9. USE OF COUNTY PROPERTY

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

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

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

10 10. NON-DISCRIMINATION

11 10.1 In the performance of this Agreement, CONTRACTOR agrees that it
12 shall not engage nor employ any unlawful discriminatory practices in the
13 admission of clients, provision of services or benefits, assignment of
14 accommodations, treatment, evaluation, employment of personnel or in any other
15 respect on the basis of sex, race, color, ethnicity, national origin,
16 ancestry, religion, age, marital status, medical condition, sexual
17 orientation, sexual preference, physical or mental disability or any other
18 protected group in accordance with the requirements of all applicable Federal
19 or State laws.

20 10.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
21 meets the lawful and applicable requirements of the U.S. Department of Health
22 and Human Services.

23 10.3 CONTRACTOR shall furnish any and all information requested by
24 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
25 books, records and accounts in order to ascertain CONTRACTOR's compliance with
26 Paragraph 10 et seq.

27 10.4 CONTRACTOR shall comply with Executive Order 11246, entitled
28 "Equal Employment Opportunity," as amended by Executive Order 11375 and as

1 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

2 10.5 Non-Discrimination in Employment

3 10.5.1 All solicitations or advertisements for employees placed
4 by or on behalf of CONTRACTOR shall state that all qualified applicants will
5 receive consideration for employment without regard to sex, race, color,
6 ethnicity, national origin, ancestry, religion, age, marital status, medical
7 condition, sexual orientation, sexual preference, physical or mental
8 disability or any other protected group in accordance with the requirements of
9 all applicable Federal or State laws. Notices describing the provisions of
10 the equal opportunity clause shall be posted in a conspicuous place for
11 employees and job applicants.

12 10.5.2 CONTRACTOR shall refer any and all employees desirous of
13 filing a formal discrimination complaint to:

14 California Department of Social Services

15 Public Inquiry and Response Bureau

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

17 Sacramento, CA 94244-2430

18 Telephone: (800) 952-5253

19 (800) 952-8349 (For the hard of hearing)

20 10.6 Non-Discrimination in Service Delivery

21 10.6.1 CONTRACTOR shall comply with Titles VI and VII of the
22 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
23 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
24 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
25 the Americans with Disabilities Act of 1990; California Civil Code Section 51
26 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
27 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
28 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,

1 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
2 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
3 Act of 1996; and other applicable Federal and State laws, as well as their
4 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
5 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
6 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
7 now exist or be hereafter amended. CONTRACTOR shall not implement any
8 administrative methods or procedures which would have a discriminatory effect
9 or which would violate the California Department of Social Services (CDSS)
10 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
11 are any violations of this paragraph, CDSS shall have the right to invoke
12 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
13 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
14 to the appropriate Federal agency for further compliance action and
15 enforcement of Subparagraph 10.6 et seq.

16 10.6.2 CONTRACTOR shall provide any and all clients desirous of
17 filing a formal complaint any and all information as appropriate:

18 10.6.2.1 Pamphlet: "Your Rights Under California Welfare
19 Programs" (PUB 13)

20 10.6.2.2 Discrimination Complaint Form

21 10.6.2.3 Civil Rights Contacts:

22 County Civil Rights Contact:

23 Orange County Social Services Agency

24 Program Integrity

25 Attn: Civil Rights Coordinator

26 P.O. Box 22001

27 Santa Ana, CA 92702-2001

28 Telephone: (714) 438-8877

1 State Civil Rights Contact:

2 California Department of Social Services

3 Civil Rights Bureau

4 P.O. Box 944243, M.S. 8-16-70

5 Sacramento, CA 94244-2430

6 Federal Civil Rights Contact:

7 U.S. Department of Health and Human Services

8 Office of Civil Rights

9 50 U.N. Plaza, Room 322

10 San Francisco, CA 94102

11 11. NOTICES

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

14 COUNTY: County of Orange Social Services Agency
15 Contract Services
16 888 N. Main Street
17 Santa Ana, CA 92701

18 CONTRACTOR: Foster Assessment Center & Testing Service, Inc.
19 516 Pennsfield Place, Suite #108
20 Thousand Oaks, CA 91360

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

27 12. NOTICE OF DELAYS

28 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 (1) business day, give notice thereof, including all relevant information with
2 respect thereto, to the other party.

3 13. INDEMNIFICATION AND INSURANCE

4 13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
5 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
6 State, COUNTY, and their elected and appointed officials, officers, employees,
7 agents and those special districts and agencies which COUNTY's Board of
8 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
9 any claims, demands or liability of any kind or nature, including but not
10 limited to personal injury or property damage, arising from or related to the
11 services, products or other performance provided by CONTRACTOR pursuant to
12 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
13 court of competent jurisdiction because of the concurrent active negligence of
14 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
15 be apportioned as determined by the court. Neither party shall request a jury
16 apportionment.

17 13.2 Prior to the provision of services under this Agreement,
18 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
19 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
20 endorsements required herein, necessary to satisfy COUNTY that the insurance
21 provisions of this Agreement have been complied with, and to keep such
22 insurance coverage and the certificates therefore on deposit with
23 ADMINISTRATOR during the entire term of this Agreement.

24 13.3 CONTRACTOR shall ensure that all subcontractors performing work on
25 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
26 to the same terms and conditions as set forth herein for CONTRACTOR.

27 13.4 All self-insured retentions (SIRs) and deductibles shall be
28 clearly stated on the Certificate of Insurance. If no SIRs or deductibles

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

6 13.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
7 the full term of this Agreement, COUNTY may terminate this Agreement.

8 Qualified Insurer

9 13.6 Minimum insurance company ratings as determined by the most
10 current edition of the Best's Key Rating Guide/Property-Casualty/United States
11 or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size
12 Category).

13 13.7 The policy or policies of insurance required herein must be issued
14 by an insurer licensed to do business in the State of California (California
15 Admitted Carrier). If the insurer is a non-admitted carrier in the State of
16 California and does not meet or exceed an A.M. Best rating of A-/VIII,
17 CEO/Office of Risk Management retains the right to approve or reject carrier
18 after a review of the company's performance and financial ratings. If the
19 non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII,
20 ADMINISTRATOR can accept the insurance.

21 13.8 The policy or policies of insurance maintained by CONTRACTOR shall
22 provide the minimum limits and coverage as set forth below:

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

Required Coverage Forms

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

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

Required Endorsements

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

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

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

13.12 The County of Orange shall be the loss payee on the Employee

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

3 13.13 All insurance policies required by this Agreement shall waive all
4 rights of subrogation against the County of Orange and members of the Board of
5 Supervisors, its elected and appointed officials, officers, agents and
6 employees when acting within the scope of their appointment or employment.

7 13.14 The Workers' Compensation policy shall contain a waiver of
8 subrogation endorsement waiving all rights of subrogation against the County
9 of Orange, and members of the Board of Supervisors, its elected and appointed
10 officials, officers, agents and employees.

11 13.15 All insurance policies required by this Agreement shall give the
12 County of Orange thirty (30) days notice in the event of cancellation and ten
13 (10) days for non-payment of premium. This shall be evidenced by policy
14 provisions or an endorsement separate from the Certificate of Insurance.

15 13.16 If CONTRACTOR's Professional Liability policy is a "claims made"
16 policy, CONTRACTOR shall agree to maintain professional liability coverage for
17 two (2) years following completion of this Agreement.

18 13.17 The Commercial General Liability policy shall contain a
19 severability of interests clause also known as a "separation of insureds"
20 clause (standard in the ISO CG 0001 policy).

21 13.18 Insurance certificates should be mailed to COUNTY at the address
22 indicated in Paragraph 11 of this Agreement.

23 13.19 If CONTRACTOR fails to provide the insurance certificates and
24 endorsements within seven (7) days of notification by CEO/County Procurement
25 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

26 13.20 COUNTY expressly retains the right to require CONTRACTOR to
27 increase or decrease insurance of any of the above insurance types throughout
28 the term of this Agreement. Any increase or decrease in insurance will be as

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

3 13.21 COUNTY shall notify CONTRACTOR in writing of changes in the
4 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
5 certificates of insurance and endorsements with COUNTY incorporating such
6 changes within thirty (30) days of receipt of such notice, this Agreement may
7 be in breach without further notice to CONTRACTOR, and COUNTY shall be
8 entitled to all legal remedies.

9 13.22 The procuring of such required policy or policies of insurance
10 shall not be construed to limit CONTRACTOR's liability hereunder nor to
11 fulfill the indemnification provisions and requirements of this Agreement, nor
12 act in any way to reduce the policy coverage and limits available from the
13 insurer.

14 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

15 CONTRACTOR shall report to COUNTY:

16 14.1 Any accident or incident relating to services performed under this
17 Agreement which involves injury or property damage which may result in the
18 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
19 shall be made in writing within twenty-four (24) hours of occurrence.

20 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
21 from or related to services performed by CONTRACTOR under this Agreement. Such
22 report shall be submitted to COUNTY within twenty-four (24) hours of
23 occurrence.

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

27 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind
28 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR

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

3 15. CONFLICT OF INTEREST

4 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
5 any actions or conditions that could result in a conflict with the best
6 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
7 agents, relatives, subcontractors, and third parties associated with
8 accomplishing the work hereunder.

9 15.2 CONTRACTOR's efforts shall include, but not be limited to,
10 establishing precautions to prevent its employees or agents from making,
11 receiving, providing, or offering gifts, entertainment, payments, loans, or
12 other considerations which could be deemed to appear to influence individuals
13 to act contrary to the best interests of COUNTY.

14 16. ANTI-PROSELYTISM PROVISION

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

19 17. SUPPLANTING GOVERNMENT FUNDS

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

1 18. EQUIPMENT

2 18.1 All items purchased with funds provided under this Agreement or
3 which are furnished to CONTRACTOR by COUNTY which have a single unit cost of
4 at least five thousand dollars (\$5,000.00), including sales tax, shall be
5 considered Capital Equipment. Title to all items of Capital Equipment
6 purchased vests and will remain in COUNTY as such shall be designated by
7 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the
8 performance of this Agreement. Upon the termination of this Agreement,
9 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
10 or its representatives, or dispose of them in accordance with the directions
11 of ADMINISTRATOR.

12 CONTRACTOR further agrees to the following:

13 18.1.1 To maintain all items of Capital Equipment in good working
14 order and condition, normal wear and tear excepted.

15 18.1.2 To label all items of Capital Equipment, do periodic
16 inventories as required by ADMINISTRATOR and to maintain an inventory list
17 showing where and how the Capital Equipment is being used, in accordance with
18 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
19 ADMINISTRATOR within ten (10) days of any request therefore.

20 18.1.3 To report in writing to ADMINISTRATOR immediately after
21 discovery, the loss or theft of any items of Capital Equipment. For stolen
22 items, the local law enforcement agency must be contacted and a copy of the
23 police report submitted to ADMINISTRATOR.

24 18.1.4 To purchase a policy or policies of insurance covering
25 loss or damage to any and all Capital Equipment purchased under this
26 Agreement, in the amount of the full replacement value thereof, providing
27 protection against the classification of fire, extended coverage, vandalism,
28 malicious mischief and special extended perils (all risks) covering the

1 parties' interests as they appear.

2 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be
3 requested in writing, shall require the prior written approval of
4 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
5 appropriate and directly related to CONTRACTOR's service or activity under the
6 terms of the Agreement. COUNTY may refuse reimbursement for any costs
7 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
8 if prior written approval has not been obtained from ADMINISTRATOR.

9 18.3 No personal computers or any component thereof may be purchased
10 with funds provided under this Agreement.

11 19. BREACH SANCTIONS

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

17 19.1 Afford CONTRACTOR a time period within which to cure the breach,
18 which period shall be established at the sole discretion of ADMINISTRATOR;
19 and/or

20 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
21 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
22 later recovery; and/or

23 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
24 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

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1 20. PAYMENTS

2 20.1 Maximum Contractual Obligation:

3 The maximum obligation of COUNTY under this Agreement shall be
4 \$1,737,000 or actual allowable costs, not to exceed the amount of \$579,000 for
5 July 1, 2012 through June 30, 2013; the amount of \$579,000 for July 1, 2013
6 through June 30, 2014; and the amount of \$579,000 for July 1, 2014 through
7 June 30, 2015, or actual allowable costs, whichever is less. This amount shall
8 consist of \$549,000 for CalWORKs WTW Program and outside translation services,
9 as described in Exhibit A to this Agreement; and \$30,000 for Transitional
10 Planning Services Program, as described in Exhibit B to this Agreement for
11 each fiscal year this Agreement remains in effect.

12 20.2 Allowable Costs and Usage:

13 20.2.1 During the term of this Agreement, COUNTY shall pay
14 CONTRACTOR monthly in arrears, the following rate for each completed
15 assessment.

16 Employment Readiness Assessment (Basic)	\$216
17 Employment Readiness Assessment (Expanded)	\$349
18 Learning Disability Evaluation	\$343
19 Transitional Planning Services	\$142

20 20.2.2 During the term of this Agreement, COUNTY shall pay
21 CONTRACTOR monthly in arrears, the following rate for outside translation
22 services:

23 Via telephone	\$1.85/minute
24 On-site	Actual cost, not to exceed \$600/day

25 20.2.3 No guarantee is given by COUNTY to CONTRACTOR regarding
26 usage of this Agreement. CONTRACTOR agrees to supply the services at the unit
27 price listed above, regardless of the number of referrals from COUNTY.

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1 20.3 Claims:

2 20.3.1 CONTRACTOR shall submit monthly reimbursement claims to be
3 received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
4 the month for expenses incurred in the preceding month. In the event the
5 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
6 shall submit the claim the next business day. COUNTY holidays include New
7 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
8 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,
9 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

10 20.3.2 All reimbursement claims must be submitted on a form
11 approved by ADMINISTRATOR. CONTRACTOR may claim payment for each assessment
12 after the written assessment report has been completed and provided to
13 ADMINISTRATOR, or designee.

14 20.3.3 ADMINISTRATOR may require CONTRACTOR to submit supporting
15 source documents with the monthly claim, including, inter alia, a monthly
16 statement of services, general ledgers, supporting journals, time sheets,
17 invoices, canceled checks, receipts, and receiving records, some of which may
18 be required to be copied. Source documents that CONTRACTOR must submit shall
19 be determined by ADMINISTRATOR and/or the COUNTY's Auditor-Controller.
20 CONTRACTOR shall retain all financial records in accordance with Paragraph 24
21 (Records, Inspections, and Audits) of this Agreement.

22 20.3.4 CONTRACTOR acknowledges that the amount of reimbursement
23 on a claim received by ADMINISTRATOR after the twentieth (20th) calendar day of
24 the month shall be reduced, in accordance with the following table:

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1 to 30 calendar days late	10% reduction of claim amount to be paid
31 to 60 calendar days late	20% reduction of claim amount to be paid
61 to 90 calendar days late	30% reduction of claim amount to be paid
Over 90 calendar days late	40% reduction of claim amount to be paid

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

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

20.3.7 Year End and Final Claims:

20.3.7.1 COUNTY may, in its sole discretion, establish two (2) billing periods for the month of June to accommodate COUNTY's fiscal year-end close process for payment of services completed within the same fiscal year. COUNTY may require CONTRACTOR to submit invoice claims for services completed June 1, 2013 through June 15, 2013 by 5:00 p.m. June 20, 2013; for services completed June 1, 2014 through June 15, 2014 by 5:00 p.m. June 18, 2014; and for services completed June 1, 2015 through June 15, 2015 by 5:00 p.m. June 19, 2015. In the event COUNTY determines a need for two (2) billing periods for the month of June, COUNTY will provide written notification to CONTRACTOR by the 15th of May for each covered year stated in Subparagraphs 20.3.7.2 through 20.3.7.4 of this Agreement. In the event of the two (2) billing periods for the month of June, CONTRACTOR shall submit claims for services completed between June 16 and June 30 for each year covered under the terms of this Agreement in accordance with Subparagraphs 20.3.7.2 through 20.3.7.4 of this Agreement.

20.3.7.2 Final claims for the term of July 1, 2012 through June 30, 2013, must be received no later than August 30, 2013 at 5:00

1 p.m.

2 20.3.7.3 Final claims for the term of July 1, 2013
3 through June 30, 2014, must be received no later than August 30, 2014 at 5:00
4 p.m.

5 20.3.7.4 Final claims for the term of July 1, 2014
6 through June 30, 2015, must be received no later than August 30, 2015 at 5:00
7 p.m.

8 20.3.7.5 Claims received after the dates specified in
9 Subparagraphs 20.3.7.2 to 20.3.7.4 may not be reimbursed. ADMINISTRATOR may,
10 in its sole discretion, modify the date upon which the final claim per term
11 must be received, upon written notice to CONTRACTOR.

12 20.3.7.6 The basis for final settlement shall be the
13 actual allowable costs as defined in Title 48 CFR Section 31.2 incurred and
14 paid by CONTRACTOR pursuant to this Agreement; limited, however, to the
15 maximum obligation of COUNTY. In the event that any overpayment has been
16 made, COUNTY may offset the amount of the overpayment against the final
17 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
18 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
19 Nothing herein shall be construed as limiting the remedies of COUNTY in the
20 event an overpayment has been made.

21 20.3.8 Seventy-Five Percent Expenditure Notification:

22 20.3.8.1 CONTRACTOR shall maintain a system of record
23 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
24 five percent (75%) of the total contract authorizations under this Agreement.
25 Upon occurrence of this event, CONTRACTOR shall send written notification to
26 the ADMINISTRATOR.

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1 21. OVERPAYMENTS

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

15 22. OUTSTANDING DEBT

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

19 23. FINAL REPORT

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

25 24. RECORDS, INSPECTIONS AND AUDITS

26 24.1 Financial Records:

27 24.1.1 CONTRACTOR shall prepare and maintain accurate and
28 complete financial records. Financial records shall be retained, by

1 CONTRACTOR, for a minimum of five (5) years from the date of final payment
2 under this Agreement or until all pending COUNTY, State and Federal audits are
3 completed, whichever is later.

4 24.1.2 CONTRACTOR shall establish and maintain reasonable
5 accounting, internal control and financial reporting standards in conformity
6 with generally accepted accounting principles established by the American
7 Institute of Certified Public Accountants and to the satisfaction of
8 ADMINISTRATOR.

9 24.2 Client Records:

10 24.2.1 CONTRACTOR shall prepare and maintain accurate and
11 complete records of clients served and dates and type of services provided
12 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

13 24.2.2 All client records related to services provided under the
14 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
15 (5) years from the date of final payment under this Agreement or until all
16 pending COUNTY, State and Federal audits are completed, whichever is later.
17 Notwithstanding anything to the contrary, upon termination of this Agreement,
18 CONTRACTOR shall relinquish control with respect to client records to COUNTY
19 in accordance with Subparagraph 42.2.

20 24.2.3 COUNTY may refuse payment for a claim if client records
21 are determined by COUNTY to be incomplete or inaccurate. In the event client
22 records are determined to be incomplete or inaccurate after payment has been
23 made, COUNTY may treat such payment as an overpayment within the provisions of
24 this Agreement.

25 24.3 Public Records:

26 With the exception of client records or other records referenced
27 in Paragraph 30, entitled Confidentiality, all records, including but not
28 limited to, reports, audits, notices, claims, statements and correspondence,

1 required by this Agreement may be subject to public disclosure. COUNTY will
2 not be liable for any such disclosure.

3 24.4 Inspections and Audits:

4 24.4.1 The U.S. Department of Health and Human Services,
5 Comptroller General of the United States, Director of CDSS, State Auditor-
6 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
7 Department, or any of their authorized representatives, shall have access to
8 any books, documents, papers and records, including medical records, of
9 CONTRACTOR which any of them may determine to be pertinent to this Agreement
10 for the purpose of financial monitoring. Further, all the above mentioned
11 persons have the right at all reasonable times to inspect or otherwise
12 evaluate the work performed or being performed under this Agreement and the
13 premises in which it is being performed.

14 24.4.2 CONTRACTOR shall make available its books and financial
15 records within the borders of Orange County within ten (10) days after receipt
16 of written demand by ADMINISTRATOR.

17 24.4.3 In the event CONTRACTOR does not make available its books
18 and financial records within the borders of Orange County, CONTRACTOR agrees
19 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
20 designee, necessary to obtain CONTRACTOR's books and financial records.

21 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
22 liability to the State or Federal government or any agency thereof resulting
23 from any disallowances or other audit exceptions to the extent that such
24 liability is attributable to CONTRACTOR's failure to perform under this
25 Agreement.

26 24.5 Evaluation Studies:

27 24.5.1 CONTRACTOR shall participate as requested by COUNTY in
28 research and/or evaluative studies designed to show the effectiveness and/or

1 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
2 project.

3 25. PERSONNEL DISCLOSURE

4 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
5 all personnel providing services hereunder, including resumes and job
6 applications. Changes to the list will be immediately provided to
7 ADMINISTRATOR in writing, along with a copy of a resume and/or job
8 application. The list shall include:

9 25.1.1 Names of all full or part-time personnel by title,
10 including volunteer personnel, whose direct services are required to provide
11 the programs described herein;

12 25.1.2 A brief description of the functions of each position and
13 the hours each person works each week; or for part-time personnel, each day or
14 month, as appropriate;

15 25.1.3 The professional degree, if applicable, and experience
16 required for each position; and

17 25.1.4 The language skill, if applicable, for all personnel.

18 25.2 CONTRACTOR's employment applications shall require applicants to
19 provide detailed information regarding the conviction of a crime by any court,
20 for offenses other than minor traffic offenses. Information not disclosed in
21 the employment application discovered subsequent to the hiring or promotion of
22 any applicant shall be cause for termination of that employee.

23 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
24 the COUNTY, criminal record background checks on all employees and/or
25 volunteers who will provide services under this Agreement. Candidates will
26 satisfy background checks consistent with and comparable to those required for
27 COUNTY employees.

28 25.4 CONTRACTOR warrants that all persons employed or otherwise

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

11 25.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
12 arrest and/or subsequent conviction, for offenses other than minor traffic
13 offenses, of any paid employee and/or volunteer staff performing services
14 under this Agreement, when such information becomes known to CONTRACTOR.
15 ADMINISTRATOR, in its sole discretion, may determine whether such employee
16 and/or volunteer may continue to provide services under this Agreement and
17 shall provide notice of such determination to CONTRACTOR in writing.
18 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
19 material breach of this Agreement, pursuant to Paragraph 19 above.

20 25.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
21 staff performing work hereunder and any proposed changes in CONTRACTOR's
22 staff, including, but not limited to, CONTRACTOR's Program Director.

23 25.7 COUNTY shall have the right, at its sole discretion, to require
24 CONTRACTOR to remove any employee from the performance of services under this
25 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
26 said personnel.

27 25.8 CONTRACTOR shall notify COUNTY immediately when staff is
28 terminated for cause from working on this Agreement.

1 25.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
2 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
3 work in accordance with the terms and conditions of this Agreement.

4 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

22 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

1 an individual, the name, date of birth, Social Security number,
2 and residence address of each individual who owns an interest of
3 ten (10) percent or more in the contracting entity;

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

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

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

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

20 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 Penal Code and the dependent adult and elder abuse reporting requirements as
2 set forth in Section 15630 of the WIC and will comply with the provisions of
3 these code sections as they now exist or as they may hereafter be amended.

4 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

10 30. CONFIDENTIALITY

11 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
12 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
13 and all other provisions of law, and regulations promulgated thereunder
14 relating to privacy and confidentiality, as each may now exist or be hereafter
15 amended.

16 30.2 All records and information concerning any and all persons
17 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
18 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
19 volunteers. CONTRACTOR shall require all of its employees, agents,
20 subcontractors and volunteer staff who may provide services for CONTRACTOR
21 under this Agreement to sign an agreement with CONTRACTOR before commencing
22 the provision of any such services, to maintain the confidentiality of any and
23 all materials and information with which they may come into contact, or the
24 identities or any identifying characteristics or information with respect to
25 any and all participants referred to CONTRACTOR by COUNTY, except as may be
26 required to provide services under this Agreement or to those specified in
27 this Agreement as having the capacity to audit CONTRACTOR, and as to the
28 latter, only during such audit. CONTRACTOR shall comply with any audits

1 specified in Paragraph 24, provide reports and any other information required
2 by COUNTY in the administration of this Agreement, and as otherwise permitted
3 by law.

4 30.3 CONTRACTOR shall inform all of its employees, agents,
5 subcontractors, volunteers and partners of this provision and that any person
6 knowingly and intentionally violating the provisions of said State law may be
7 guilty of a crime.

8 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
9 be subject to the confidentiality requirements of this Agreement.

10 30.5 CONTRACTOR agrees to maintain the confidentiality of its records
11 with respect to Juvenile Court matters, in accordance with WIC Section 827,
12 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
13 regarding Confidentiality, as it now exists or may hereafter be amended.

14 30.5.1 No access, disclosure or release of information regarding
15 a child who is the subject of Juvenile Court proceedings shall be permitted
16 except as authorized. If authorization is in doubt, no such information shall
17 be released without the written approval of a Judge of the Juvenile Court.

18 30.5.2 CONTRACTOR must receive prior written approval of the
19 Juvenile Court before allowing any child to be interviewed, photographed or
20 recorded by any publication or organization or to appear on any radio,
21 television or internet broadcast or make any other public appearance. Such
22 approval shall be requested through child's Social Worker.

23 31. COPYRIGHT ACCESS

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

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1 32. WAIVER

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

10 33. PETTY CASH

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

13 34. PUBLICITY

14 34.1 Information and solicitations, prepared and released by
15 CONTRACTOR, concerning the services provided under this Agreement shall state
16 that the program, wholly or in part, is funded through COUNTY, State and
17 Federal government funds.

18 34.2 CONTRACTOR shall not disclose any details in connection with this
19 Agreement to any person or entity except as may be otherwise provided
20 hereunder or required by law. However, in recognizing CONTRACTOR's need to
21 identify its services and related clients to sustain itself, COUNTY shall not
22 inhibit CONTRACTOR from publishing its role under this Agreement within the
23 following conditions:

24 34.2.1 CONTRACTOR shall develop all publicity material in a
25 professional manner; and

26 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
27 and shall not authorize another to, publish or disseminate any commercial
28 advertisements, press releases, feature articles, or other materials using the

1 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
2 unreasonably withhold written consent.

3 35. COUNTY RESPONSIBILITIES

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

6 36. REFERRALS

7 36.1 CONTRACTOR shall provide services to individuals referred by
8 ADMINISTRATOR.

9 37. REPORTS

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

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

18 38. ENERGY EFFICIENCY STANDARDS

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

22 39. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

22 41. POLITICAL ACTIVITY

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

26 42. TERMINATION PROVISIONS

27 42.1 ADMINISTRATOR may terminate this Agreement without penalty
28 immediately with cause or after thirty (30) days written notice without cause,

1 unless otherwise specified. Notice shall be deemed served on the date of
2 mailing. Cause shall be defined as any breach of contract, any
3 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
4 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
5 all further obligation under this Agreement.

6 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to
7 cooperate with ADMINISTRATOR in the orderly transfer of service
8 responsibilities, active case records, and pertinent documents.

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

20 42.4 If any provision of this Agreement or the application thereof is
21 held invalid, the remainder of this Agreement shall not be affected thereby.

22 43. GOVERNING LAW AND VENUE

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

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

4 44. SIGNATURE IN COUNTERPARTS

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

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

By: _____
CRAIG FOSTER
CHIEF FINANCIAL OFFICER
FOSTER ASSESSMENT CENTER
& TESTING SERVICE, INC.

By: _____
COUNTY OF ORANGE
CHAIR OF THE BOARD
OF SUPERVISORS

Dated: _____

Dated: _____

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

Dated: _____

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

SUSAN NOVAK
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 FOSTER ASSESSMENT CENTER & TESTING SERVICE, INC.
8 FOR THE PROVISION OF
9 VOCATIONAL ASSESSMENT SERVICES
10 CALWORKS WELFARE-TO-WORK PROGRAM
11

12 1. POPULATION TO BE SERVED

13 CalWORKs WTW participants shall be referred to CONTRACTOR by WTW staff
14 for assessment services. It is mutually understood that no minimum number of
15 referrals is guaranteed, expressed or implied, under this Agreement.

16 2. GOALS

17 2.1 CONTRACTOR shall provide vocational assessment services that
18 assess the participant's employment potential by identifying strengths and
19 barriers to employment; and generate occupational and/or educational
20 recommendations that can be used to develop an individualized employment plan
21 that will eventually lead to unsubsidized employment.

22 2.2 As a performance requirement, CONTRACTOR shall ensure a minimum of
23 sixty percent (60%) of participants referred for Employment Readiness (ER)
24 Assessment (Basic or Expanded) and a minimum of sixty percent (60%) of
25 participants referred for Learning Disability (LD) Evaluation will complete
26 the assessment as referred by WTW staff throughout the term of this Agreement.
27 In order to meet the requirements of this Subparagraph, CONTRACTOR shall:

28 2.2.1 Attend meetings, as required by ADMINISTRATOR, to develop

1 engagement strategies for clients required to participate in Vocational
2 Assessment Services. Meetings shall be conducted with COUNTY, other
3 contracted service providers, or educational groups.

4 2.2.2 Provide training to WTW staff at no cost to COUNTY to
5 read, evaluate and interpret assessment reports; in addition, provide
6 information and guidance to WTW staff on presenting and explaining the
7 assessment process to participants; and conduct staff tour/site visits as
8 requested by ADMINISTRATOR;

9 2.2.3 Develop and implement proactive marketing techniques to
10 alleviate participant anxiety and stigma associated with testing; and

11 2.2.4 Outreach to educate participants and encourage
12 participation in ER Assessment and/or LD Evaluations. Outreach shall include,
13 but not be limited to letters and phone calls.

14 2.3 CONTRACTOR shall meet the following annual performance goals:

15 2.3.1 For the period of July 1, 2012 through June 30, 2013,
16 seventy-five percent (75%) of participants referred for ER Assessment and
17 seventy-five percent (75%) of participants referred for LD Evaluation will
18 complete the assessment as referred by WTW staff, on a monthly basis;

19 2.3.2 For the period of July 1, 2013 through June 30, 2014,
20 eighty percent (80%) of participants referred for ER Assessment and eighty
21 percent (80%) of participants referred for LD Evaluation will complete the
22 assessment as referred by WTW staff, on a monthly basis; and

23 2.3.3 For the period of July 1, 2014 through June 30, 2015,
24 eighty-five percent (85%) of participants referred for ER Assessment and
25 eighty-five percent (85%) of participants referred for LD Evaluation will
26 complete the assessment as referred by WTW staff, on a monthly basis.

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1 3. SERVICES TO BE PROVIDED

2 3.1 General Requirements:

3 3.1.1 CONTRACTOR shall not conduct any unsupervised one-on-one
4 activities with any participants, whether they are juveniles or adults, unless
5 those activities are being performed in an area that is visible to COUNTY
6 staff or CONTRACTOR's staff at all times.

7 3.1.2 CONTRACTOR shall provide assessment information that shall
8 assist WTW staff in the development of an employment plan with participant
9 that specifies job search activities; work experience; short-term vocational
10 training and/or education; or other activities whose characteristics and
11 requirements are appropriately matched to participants' employment goals,
12 skill levels, needs and aptitudes within the constraints of the CalWORKs WTW
13 program.

14 3.1.3 The vocational assessment process must be conducted in an
15 interactive and engaging manner. CONTRACTOR shall conduct outreach to ensure
16 the participant attends and completes the vocational assessment as referred by
17 WTW staff.

18 3.1.4 Assessments must be responsive to literacy, language, and
19 socio-cultural issues that may distort the quality of the vocational
20 assessment process.

21 3.1.5 Assessments must evaluate for behavioral health and
22 physical and/or mental disabilities; and identify the presence of substance
23 abuse, physical abuse, and/or domestic abuse. If the assessment identifies
24 behavioral health, physical and/or mental disabilities, substance abuse,
25 physical abuse, and/or domestic violence, CONTRACTOR shall immediately notify
26 WTW staff.

27 3.1.6 Assessments shall be completed within seven (7) business
28 days from the initial date of referral.

1 3.1.7 CONTRACTOR shall contact WTW staff by telephone, the same
2 day, if a participant fails to appear for a scheduled assessment session.

3 3.1.8 In the event of participant noncompliance with WTW program
4 requirements, as determined by WTW staff, CONTRACTOR's assessor shall be
5 available to testify at participant hearings upon reasonable notice.

6 3.1.9 CONTRACTOR shall maintain a file for each participant
7 served under the terms of this Agreement. The participant file shall include
8 a copy of the assessment appointment letter, pre-assessment information form,
9 activities agreement, assessment report, and any other documented
10 communication with the participant and/or WTW staff.

11 3.1.10 CONTRACTOR shall provide service hours that are responsive
12 to the needs of the population to be served, as determined by ADMINISTRATOR,
13 within the following business days and hours: Monday through Friday, 8:00 a.m.
14 to 5:00 p.m., COUNTY holidays excluded include New Year's Day, Martin Luther
15 King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
16 Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day,
17 Friday after Thanksgiving, and Christmas Day.

18 3.1.11 CONTRACTOR shall obtain a written approval from
19 ADMINISTRATOR of assessment instruments to be used, and will request written
20 authorization from ADMINISTRATOR on any revision.

21 3.2 ER Basic Assessment:

22 3.2.1 ER Basic Assessments shall be provided to participants
23 with pre-determined employment goals or participants with multiple barriers,
24 such as limited education or limited language abilities. The ER Basic
25 Assessment will focus on the following:

26 3.2.1.1 Identification and/or verification of
27 appropriate educational, training, and/or employment goals;

28 3.2.1.2 Basic assessment of academic abilities and

1 cognitive functions; and

2 3.2.1.3 Identification of barriers to employment
3 including adult basic education, child care, transportation and soft skills
4 development.

5 3.3 ER Expanded Assessment:

6 3.3.1 ER Expanded Assessments shall provide more specific
7 details regarding the participant's career interests, skills, abilities and
8 barriers that may be preventing the participant from obtaining employment.

9 3.3.2 Additional assessment tools shall identify and evaluate
10 the participant's problem solving skills; amount of required supervision
11 needed; and if the participant is physically able to do the job. Information
12 shall be provided to WTW staff to assist them in working with the participant
13 in determining realistic and achievable long term goals.

14 3.4 All ER Basic and Expanded Assessments shall include, but not be
15 limited to, all of the following:

16 3.4.1 Completion of a one-on-one interview and exit conference
17 between the participant and the assessor.

18 3.4.2 Participant's educational history and present educational
19 competency level.

20 3.4.3 Participant's work history and an inventory of his or her
21 vocational skills and aptitudes, knowledge and abilities, and identification
22 of personal-social traits, needs, and aspirations for change.

23 3.4.4 Job-related values and attitudes.

24 3.4.5 Local labor market information, based on the County of
25 Orange Occupational Outlook Report, or similar report. This information may
26 be accessed via the following website: www.labormarketinfo.edd.ca.gov

27 3.4.6 Identification of three (3) occupational options or
28 employment goals, which are in local demand and with an emphasis on those

1 which offer a career ladder and competitive wages as well as the time it will
2 take to achieve the goals. The ER Assessment must also provide an evaluation
3 of the probability of achieving the goals given the participant's current and
4 potential skills and the local labor market.

5 3.4.7 The participant's needs, including the need for supportive
6 services, in order to obtain the greatest benefit from the employment and
7 training services offered under CalWORKs.

8 3.4.8 Identification of physical limitations or mental
9 conditions that limit the participant's ability for employment or
10 participation in WTW activities.

11 3.4.9 Identification of available resources to complete the WTW
12 Plan in collaboration with WTW staff.

13 3.4.10 Vision and color blindness tests as necessary.

14 3.4.11 Identification of the presence of mental health/substance
15 abuse and/or domestic abuse issues. If the existence of any of these issues
16 becomes known to the assessor during the assessment process, by participant
17 disclosure or assessor suspicion, the assessor shall include this information
18 in the assessment report provided to ADMINISTRATOR.

19 3.4.12 Provision of resource materials and technical assistance
20 to the participant for career exploration activities.

21 3.4.13 Comparison of current competencies and skill levels with
22 training programs and/or job requirements; and recommend appropriate basic
23 education, short-term vocational training, or other WTW approved training
24 programs.

25 3.5 ER Assessment instruments may be administered to small groups.
26 There will also be cases where participants have physical disabilities that
27 require additional testing. These additional tests shall be administered at
28 no additional cost to COUNTY.

1 3.6 ER Assessment instruments shall be administered in English,
2 Spanish, and Vietnamese, as available and appropriate as determined by
3 CONTRACTOR. An appropriate variety of hands-on work samples and non-verbal
4 testing should be provided to assess participants whose primary language is
5 other than English, Spanish, or Vietnamese, as required by ADMINISTRATOR, at
6 no additional cost to COUNTY. The use of up-to-date technology shall be
7 employed to administer assessment instruments, as appropriate.

8 3.7 ER Assessments shall include the use of multiple sources to obtain
9 valid information, e.g., personal interviews, work simulation samples, on-site
10 behavioral observations, and computer assisted inventories.

11 3.8 LD Evaluation:

12 3.8.1 LD Evaluations shall be administered as determined by WTW
13 staff, and shall provide a formal identification of the specific nature of a
14 learning disability, developmental disability, and/or co-existing disorder
15 that could extend beyond the testing and measurement of aptitudes,
16 performance, and vocational interests associated with an ER Assessment.

17 3.8.2 When formal documentation of an accommodation is needed,
18 or the participant presents significant or multiple impairments, an
19 identification will be included as part of the LD Evaluation.

20 3.8.3 LD Evaluation instruments shall be capable of being
21 administered to participants with suspected learning disabilities whose
22 primary language is English or Spanish. If LD Evaluation instruments become
23 available in language(s) other than English or Spanish, CONTRACTOR and
24 ADMINISTRATOR may mutually agree in writing to modify the language
25 requirements as stated in this Paragraph.

26 3.8.4 CONTRACTOR shall use testing instruments as approved in
27 writing by ADMINISTRATOR, and shall include, but not be limited to, the
28 following:

- 1 3.8.4.1 Wechsler Adult Intelligence Scales-III;
- 2 3.8.4.2 Wide Range Achievement Test-III;
- 3 3.8.4.3 Woodcock-Johnson III: Achievement;
- 4 3.8.4.4 Woodcock-Johnson III: Cognitive Battery;
- 5 3.8.4.5 TONI III Cognitive;
- 6 3.8.4.6 Bateria Woodcock Munoz (Spanish);
- 7 3.8.4.7 Nelson-Denny; and
- 8 3.8.4.8 Test of Adult Basic Education (TABE)

9 3.8.5 The LD Evaluation shall indicate the presence of a
10 learning disability or developmental disability, if so indicated. Other
11 psychological disabilities or physical traumas shall be identified when the
12 participant exhibits characteristics that may preclude him/her from
13 successfully completing or benefiting from a current or proposed activity
14 assignment.

15 3.8.6 LD Evaluations shall be completed over a one (1) or two
16 (2) day period for a total of no more than twelve (12) hours.

17 3.9 Translation Services

18 3.9.1 Services shall be provided in all languages as required by
19 ADMINISTRATOR. The referral for services shall indicate the primary language
20 of the participant.

21 3.9.2 CONTRACTOR shall utilize its own staff for English,
22 Spanish and Vietnamese translation services at no additional cost to COUNTY,
23 prior to utilizing outside translation services.

24 3.9.3 CONTRACTOR shall utilize outside translation services via
25 telephone for those participants whose primary language is other than English,
26 Spanish, Vietnamese, or any other language in which CONTRACTOR staff are not
27 fluent. When the participant exhibits the need for translation services,
28 CONTRACTOR shall obtain prior written authorization from ADMINISTRATOR.

1 3.9.4 It is mutually understood that there may be times when it
2 is necessary for outside translation services to be provided on-site and in
3 person versus translation services via telephone. CONTRACTOR shall obtain
4 prior written authorization from ADMINISTRATOR to provide on-site translation
5 services.

6 4. ADDITIONAL CONTRACTOR RESPONSIBILITIES

7 4.1 CONTRACTOR shall ensure a knowledgeable liaison, at no cost to
8 COUNTY, be available on a daily basis to answer questions from WTW staff, to
9 consult regarding specific cases, and provide additional information, as
10 needed, to respond to questions about assessment reports and learning
11 disability evaluations, as well as address operational issues with COUNTY
12 staff.

13 4.2 CONTRACTOR shall not charge COUNTY for participant no shows. In
14 addition, CONTRACTOR shall provide services at no additional charge to COUNTY
15 for reschedules, or retesting, additional testing, or re-assessments within
16 twelve (12) months of original assessment.

17 5. CASE RECORDS

18 5.1 CONTRACTOR shall maintain current and complete records for each
19 participant referred and served under this Agreement as described in
20 Subparagraph 3.1.9 of this Exhibit A.

21 5.2 At ADMINISTRATOR's discretion, CONTRACTOR shall use
22 ADMINISTRATOR's Internet based computer information system to view client
23 data. ADMINISTRATOR will provide sufficient training to CONTRACTOR regarding
24 use of electronic case records on ADMINISTRATOR's Internet based computer
25 information system. CONTRACTOR shall be responsible to provide all the
26 necessary equipment for its staff to access ADMINISTRATOR's Internet based
27 computer information system. CONTRACTOR shall inform ADMINISTRATOR of any
28 employment terminations or new hires so that ADMINISTRATOR's Information

1 Technology Services may take appropriate action regarding user names and
2 passwords within two (2) business days of staff status changes.

3 6. ASSESSMENT SITES

4 6.1 CONTRACTOR shall perform Vocational Assessment Services at COUNTY
5 and/or other existing office locations on an as needed schedule, as specified
6 by ADMINISTRATOR.

- 7 • CalWORKs North Region
8 Sand Dollar Financial Plaza Office
9 1240 S. State College Ste. 200
10 Anaheim, CA 92806
- 11 • CalWORKs South Region
12 23340 Moulton Parkway
13 Laguna Hills, CA 92653
- 14 • CalWORKs West Region
15 6100 Chip Avenue
16 Cypress, CA 90630
- 17 • CalWORKs East Region
18 1928 S. Grand Ave.
19 Santa Ana, CA 92705

20 6.1.1 CONTRACTOR shall provide assessment services at the sites
21 listed above and only to CalWORKs WTW participants referred by WTW Staff.

22 6.2 Services may be provided on an as needed basis, as determined by
23 ADMINISTRATOR, at the following location:

24 Foster Assessment Center & Testing Service, Inc.
25 50 S. Anaheim Blvd., Suite #251
26 Anaheim, CA 92805

27 6.3 CONTRACTOR shall provide equal level of service in all locations
28 identified in Subparagraph 6.1 above.

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1 7. REPORTS

2 7.1 Assessment Report

3 7.1.1 The ER Assessment report shall:

4 7.1.1.1 Include items identified in Subparagraphs 3.2
5 through 3.7 above and be developed in collaboration with ADMINISTRATOR for
6 vocational assessment results.

7 7.1.1.2 Be submitted to WTW staff, in a format approved
8 by ADMINISTRATOR, within seven (7) calendar days of completion of the
9 vocational assessment.

10 7.1.1.3 Be written using language that can be easily
11 understood by WTW staff.

12 7.1.1.4 Include a one (1) paragraph narrative regarding
13 the assessor's verbal and/or non-verbal interactions with the participant, any
14 relevant information the participant shares and specified needs for any of the
15 assessments. If the participant is required to return for an additional day,
16 the assessor shall document their commitment and willingness to return to
17 finalize the assessment.

18 7.1.1.5 Identify the participant's employment goals in
19 the most appropriate occupations using transferable skills. If the
20 participant has experience or training in a field that is not suitable as an
21 employment goal, an explanation shall be included in the report.

22 7.1.1.6 Identify the participant's prior training,
23 experience, skills, vocational interests and goals, academic and vocational
24 strengths and weaknesses, and three (3) occupational options (in demand
25 locally with a competitive starting salary or promise in the near future of a
26 competitive salary with an emphasis on those which offer a career ladder and
27 competitive wages based on the County of Orange Occupational Outlook Report or
28 similar report - see Subparagraph 3.4.5 above, for more information) that meet

1 the needs of the individual and lead to self-sufficiency. This shall include
2 specific next steps WTW staff can provide and share with the participant. For
3 each of the occupational options, the assessment report shall include the
4 probable wage range, pre-requisites for employment, and probability of
5 completing the employment goal. Non-traditional occupational choices shall be
6 encouraged whenever appropriate.

7 7.1.1.7 Recommend an employment plan that specifies the
8 necessary short-term vocational training and/or education, work experience,
9 and/or community service that shall be needed to obtain the employment goals;
10 and a timeline that identifies when the various phases of the employment plan
11 should be completed with specific next steps outlined. Where training is
12 recommended, the assessor shall suggest the most expeditious training program
13 available, in which the assessor has no conflict of interest. Recommendations
14 for a short-term employment goal should be provided, whenever possible.

15 7.1.2 LD Evaluation Reports shall include the requirements
16 specified in Subparagraph 3.8 above. In addition, the LD Evaluation report
17 shall:

18 7.1.2.1 Indicate the presence of a learning disability,
19 developmental disability, other psychological disability, or physical trauma;
20 and

21 7.1.2.2 Include any necessary accommodations for
22 training or employment.

23 7.1.3 Administrative Reports

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

27 7.1.3.1 Participant's name;

28 7.1.3.2 Case number;

- 1 7.1.3.3 Date vocational assessment was completed;
- 2 7.1.3.4 Date the written vocational assessment report
- 3 was submitted to WTW staff;
- 4 7.1.3.5 Name of assessor;
- 5 7.1.3.6 Type of vocational assessment;
- 6 7.1.3.7 Barriers identified;
- 7 7.1.3.8 Number of referrals;
- 8 7.1.3.9 Number of LD/DD identified;
- 9 7.1.3.10 Number of no shows; and
- 10 7.1.3.11 Number that did not complete the vocational
- 11 assessment as referred by WTW staff.

12 8. STAFFING REQUIREMENTS

13 8.1 ER Assessments shall be conducted by persons qualified by

14 education and/or experience, preferably with a master's degree in an

15 employment counseling related field, to provide career counseling and

16 guidance, vocational assessment, or career planning. The minimum

17 qualifications for the position are as follows:

18 8.1.1 Bachelor's degree from an accredited college, including

19 completion of at least fifteen (15) semester units in career counseling

20 preparation, of which at least three (3) units must be in the areas of career

21 planning, guidance principles and techniques, personality development,

22 occupational and industrial information, tests and measurements, or other

23 courses relating to career counseling preparation, or

24 8.1.2 Two (2) years of career counseling experience, including

25 at least fifty (50) percent vocational counseling in a variety of occupational

26 fields, and fifteen (15) semester units as specified above.

27 8.2 LD Evaluations shall be conducted by a person(s) qualified by

28 education and experience to administer and score the testing instruments and

1 adequately evaluate for the presence of a learning disability or developmental
2 delay/disability. The minimum qualifications for the position are as follows:

3 8.2.1 Master's degree; and

4 8.2.2 Specialized training in administering testing instruments
5 and evaluating participants for learning disabilities.

6 8.3 A Learning Disability diagnosis shall be performed by an
7 individual(s) qualified by education and experience to provide a diagnosis
8 when formal documentation of an accommodation is needed, or the participant
9 presents significant or multiple impairments. The minimum qualifications for
10 the position are as follows:

11 8.3.1 Licensed Clinical Social Worker(s) or Licensed Marriage
12 and Family Therapist(s) who is qualified to provide verification of a learning
13 disability exemption to the extent that they are licensed by the State of
14 California and are specialized in diagnosing and treating learning
15 disabilities.

16 8.4 Individuals conducting assessments must be able to make
17 recommendations consistent with the CalWORKs Program objectives, the local
18 labor market outlook, and available educational and vocational training
19 resources.

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1 EXHIBIT B
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 FOSTER ASSESSMENT CENTER & TESTING SERVICE, INC.
8 FOR THE PROVISION OF
9 VOCATIONAL ASSESSMENT SERVICES
10 TRANSITIONAL PLANNING SERVICES
11

12 1. POPULATION TO BE SERVED

13 The population to be served shall consist of youth, non-minor
14 dependents, and young adults, hereinafter referred to as "participants," ages
15 sixteen (16) through twenty (20) years, who are wards or dependents of the
16 Juvenile Court, or in out of home care by age sixteen (16), or who are former
17 foster youth younger than twenty-one (21) years of age who have been referred
18 to CONTRACTOR by ADMINISTRATOR. It is mutually understood that no minimum
19 number of referrals is guaranteed, expressed or implied, under this Agreement.
20 CONTRACTOR shall provide assessment services under this Agreement only to
21 Transitional Planning Services (TPS) participants referred by ADMINISTRATOR.

22 2. GOALS

23 2.1 CONTRACTOR shall provide vocational assessment services that
24 assess a participant's life skills by measuring educational level and
25 barriers, employment interests, and employment skills and barriers; and
26 generate occupational recommendations that can be used to develop an
27 individualized employment plan leading to self-sufficiency.

28 2.2 CONTRACTOR and TPS staff shall collaborate to meet the following

1 annual performance goals:

2 2.2.1 For the period of July 1, 2012 through June 30, 2013, a
3 minimum of thirty percent (30%) of participants referred for assessment will
4 complete the assessment as referred by TPS staff, on a monthly basis;

5 2.2.2 For the period of July 1, 2013 through June 30, 2014, a
6 minimum of thirty-five percent (35%) of participants referred for assessment
7 will complete the assessment as referred by TPS staff, on a monthly basis; and

8 2.2.3 For the period of July 1, 2014 through June 30, 2015, a
9 minimum of forty percent (40%) of participants referred for assessment will
10 complete the assessment as referred by TPS staff, on a monthly basis.

11 3. SERVICES TO BE PROVIDED

12 3.1 General Requirements:

13 3.1.1 CONTRACTOR shall not conduct any unsupervised one-on-one
14 activities with any participants, whether they are juveniles or adults, unless
15 those activities are being performed in an area that is visible to COUNTY or
16 CONTRACTOR's staff at all times.

17 3.1.2 CONTRACTOR shall conduct assessments and utilize a
18 multitude of technologically up-to-date sources to obtain valid information,
19 e.g., personal interviews, work simulation samples, on-site behavioral
20 observations, and computer assisted inventories. This information shall lead
21 to the formulation of an employment plan that specifies the necessary work
22 experience, education, and/or short-term vocational training, whose
23 characteristics and requirements are appropriately matched to participants'
24 employment goals, skill levels, needs, and aptitudes, within the constraints
25 of the TPS program.

26 3.1.3 The assessment process shall be conducted in an
27 interactive and interesting manner. CONTRACTOR shall conduct outreach to
28 participants that ensures the participants attend and complete the vocational

1 assessment.

2 3.1.4 Assessments shall be conducted in a manner that is
3 responsive to the literacy, language, special needs, and socio-cultural issues
4 that may distort the quality of the vocational assessment process.

5 3.1.5 The assessment process shall be conducted in the
6 appropriate language with staff available that speak English, Spanish, and
7 Vietnamese.

8 3.1.6 Assessments shall be completed within ten (10) working
9 days from the time CFS staff makes the initial referral. Each vocational
10 assessment must take no more than one (1) day [eight (8) hours] to complete.

11 3.1.7 CONTRACTOR shall contact the TPS Social Worker, by
12 telephone, within two (2) business days if a participant fails to appear for a
13 scheduled assessment session.

14 3.1.8 CONTRACTOR shall develop procedures for scheduling all
15 activities and maintaining accurate records of all services provided.

16 3.2 Services to be Provided:

17 3.2.1 The assessment shall include the following:

18 3.2.1.1 An inventory of participant's educational
19 history and present educational competency level,

20 3.2.1.2 Participant's work history and an inventory of
21 his or her vocational skills and aptitudes; knowledge and abilities; and
22 identification of personal-social traits and needs;

23 3.2.1.3 Job-related values and attitudes;

24 3.2.1.4 Local labor market information, based on the
25 County of Orange Occupational reports. This information may be accessed via
26 the following website: <http://www.labormarketinfo.edd.ca.gov>;

27 3.2.1.5 Identification of at least three (3)
28 occupational options, or employment goals, which are in local demand and the

1 time it will take to achieve the goals. In addition the assessment shall
2 provide an evaluation of the probability of achieving the goals given the
3 participant's current and potential skills and the local labor market;

4 3.2.1.6 The educational or English skill level needed to
5 obtain employment in the recommended occupational field; and transferable
6 skills related to the employment goals;

7 3.2.1.7 Physical limitations or mental conditions that
8 limit the participant's ability for employment;

9 3.2.1.8 Vision and color blindness tests as necessary;

10 3.2.1.9 Evaluation of the participant's need for mental
11 health/substance abuse and/or domestic abuse services; and

12 3.2.1.10 Provision of resource materials and technical
13 assistance to the participant for career exploration activities.

14 3.2.2 Vocational assessments must be conducted Monday through
15 Saturday between the hours of 9:00 a.m. and 5:00 p.m.; County holidays
16 excluded. County holidays include New Year's Day, Martin Luther King Day,
17 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
18 Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after
19 Thanksgiving, and Christmas Day.

20 4. REPORTING REQUIREMENTS

21 4.1 The Vocational Assessment Report shall include:

22 4.1.1 Include items identified in Subparagraph 3.2 above, and be
23 submitted to the TPS Social Worker, in a format approved by ADMINISTRATOR,
24 within seven (7) calendar days of completion of the assessment.

25 4.1.2 Be written using language that can be easily understood by
26 SSA Case Management staff.

27 4.1.3 Identify the participant's employment goals in the most
28 appropriate occupations using transferable skills. If the participant has

1 experience or training in a field that is not suitable as an employment goal,
2 an explanation shall be included in the report.

3 4.1.4 Identify the participant's prior training, experience,
4 skills, vocational interests and goals, academic and vocational strengths and
5 weaknesses, and at least three (3) occupational options (in demand locally,
6 based on the County of Orange Occupational Outlook Report or similar report -
7 that meet the needs of the individual and lead to self-sufficiency (see
8 Subparagraph 3.2.1.4 above for more information). For each of the
9 occupational options, the assessment report shall include the probable wage
10 range, pre-requisites for employment, and probability of completing the
11 employment goal. Non-traditional occupational choices shall be encouraged
12 whenever appropriate.

13 4.1.5 Recommend an employment plan that specifies the necessary
14 short-term vocational training and/or education that shall be needed to obtain
15 the employment goals and a timeline that identifies when the various phases of
16 the employment plan should be completed. Where training is recommended, the
17 assessor shall suggest the most expeditious training program available in
18 which the assessor has no conflict of interest. Recommendations for a short-
19 term employment goal should be provided whenever possible.

20 4.2 A statistical report of Vocational Assessment Services provided to
21 eligible participants must be submitted to ADMINISTRATOR on a monthly basis,
22 on a form approved by ADMINISTRATOR.

23 5. ASSESSMENT SITE:

24 5.1 Services under this Agreement shall be provided at the following
25 location:

26 Foster Assessment Center & Testing Service, Inc.
27 50 S. Anaheim Blvd., Suite 251
28 Anaheim, CA 92805

5.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to

1 modify the location and/or number of facilities from which services shall be
2 provided.

3 6. STAFFING REQUIREMENTS

4 6.1 All services must be culturally and linguistically responsive.

5 6.2 CONTRACTOR shall provide a bilingual English/Spanish assessor for
6 at least one (1) of the TPS participant assessment dates scheduled on
7 Saturdays during each quarter of the term of this Agreement.

8 6.3 Vocational assessments must be conducted by a person qualified by
9 education or experience, preferably with a master's degree in employment
10 counseling or related field, and provide career counseling and guidance,
11 assessment, or career planning. The minimum qualifications for the position
12 are as follows:

13 6.3.1 Bachelor's degree from an accredited college, including
14 completion of at least fifteen (15) semester units in career counseling
15 preparation, of which at least three (3) units must be in the areas of career
16 planning, guidance principles and techniques, personality development,
17 occupational and industrial information, tests and measurements, or other
18 courses relating to career counseling preparation, or

19 6.3.2 Two (2) years of career counseling experience, including
20 at least fifty (50) percent vocational counseling in a variety of occupational
21 fields, and fifteen (15) semester units as specified above.

22 6.4 Vocational assessment staff must have a general understanding of
23 the TPS program, the local labor market outlook, and available educational and
24 vocational training resources.

25 6.5 Training:

26 6.5.1 CONTRACTOR shall provide training to CFS program staff at
27 no cost to COUNTY on reading, evaluating and interpreting assessment reports;
28 in addition to providing information and guidance to TPS program staff on

1 presenting and explaining the assessment process to participants.

2 6.6 CONTRACTOR staff designated by ADMINISTRATOR shall be expected to
3 attend the CFS Contractors' Forum meetings, when requested by ADMINISTRATOR.

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EXHIBIT C
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
FOSTER ASSESSMENT CENTER & TESTING SERVICE, INC.
FOR THE PROVISION OF
VOCATIONAL ASSESSMENT SERVICES
SERVICE CONDITIONS

1. POPULATION TO BE SERVED

CONTRACTOR agrees to provide vocational assessment services, as specified in Exhibit A and Exhibit B to this Agreement, to participants who are referred to CONTRACTOR by ADMINISTRATOR, under this Agreement.

2. HANDLING COMPLAINTS

2.1 CONTRACTOR shall develop, operate and maintain procedures for receiving, investigating and responding to provider and participant complaints, including Civil Rights complaints, requests for COUNTY reviews, negative comments and other complaints relating to vocational assessment services.

2.2 CONTRACTOR shall maintain a log for identification and response to participants' 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 to complaints shall occur within two (2) business days. For Civil Rights complaints, refer to Subparagraph 10.6 of this Agreement.

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1 2.3 CONTRACTOR shall identify issues with potential legal
2 implications, and review any such cases with ADMINISTRATOR prior to responding
3 to the complaints.

4 2.4 CONTRACTOR shall provide to ADMINISTRATOR, in a form approved by
5 ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's
6 response to any complaints as described above within ten (10) working days of
7 the complaint. CONTRACTOR shall provide a summary of all complaints and/or
8 negative comments as prescribed and on a format approved by ADMINISTRATOR.
9 Complaints include, but are not limited to, complaints from clients, other
10 contract service providers, community organizations, and the public.

11 3. OUTSIDE CONTACTS

12 CONTRACTOR shall:

13 3.1 Immediately inform ADMINISTRATOR of any inquiry from an elected
14 official, their representative, participant advocate, or the press, and
15 immediately provide information in order to permit ADMINISTRATOR to respond.

16 3.2 Consult with ADMINISTRATOR prior to initiating contact with an
17 elected official, their representative, participant advocate, or the press.

18 3.3 Inform ADMINISTRATOR prior to initiating contact with an elected
19 official or their representative.

20 4. QUALITY CONTROL

21 4.1 CONTRACTOR shall establish and maintain a comprehensive Quality
22 Control Plan, in a format approved by ADMINISTRATOR, to ensure requirements
23 under this Agreement are met. The quality control plan shall include:

24 4.1.1 Method for ensuring the services, deliverables, and
25 requirements defined in this Agreement are being provided;

26 4.1.2 Method for assuring that the professional staff rendering
27 services have the necessary qualifications;

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1 4.1.3 Method for identifying and preventing deficiencies in the
2 quality of service as defined by ADMINISTRATOR;

3 4.1.4 Method for providing ADMINISTRATOR with case reviews and a
4 clear description of, and corrective action taken, to resolve identified
5 problems;

6 4.1.5 Items/areas to be inspected on either a scheduled or
7 unscheduled basis, how often inspections will be accomplished, and the title
8 of the individual(s) who will perform the inspections;

9 4.1.6 Specific methods for identifying and preventing
10 deficiencies in the quality of service performed, before the level of
11 performance becomes unacceptable,

12 4.1.7 Maintenance of a file of all inspections conducted by
13 CONTRACTOR and, if necessary, the corrective action taken; and

14 4.1.8 Method for continuing services in the event of a natural
15 disaster.

16 4.2 CONTRACTOR shall jointly host regular coordination meetings with
17 ADMINISTRATOR, WTW staff, and other contract partners to coordinate procedures
18 and problem resolution.

19 5. PERFORMANCE MONITORING

20 5.1 CONTRACTOR's performance shall be monitored and reviewed by
21 ADMINISTRATOR as part of an on-going evaluation of CONTRACTOR's performance.

22 5.2 ADMINISTRATOR may use a variety of inspection methods to evaluate
23 CONTRACTOR's performance, including, but not limited to:

24 5.2.1 Inspection of CONTRACTOR's case files and applicable data
25 reports to ensure compliance with performance requirements;

26 5.2.2 Random sampling of program activities including a review
27 of case files each month;

28 5.2.3 Activity checklists and random observations;

1 5.2.4 Inspection of output items on a periodic basis as deemed
2 necessary by ADMINISTRATOR;

3 5.2.5 COUNTY computer data system reports;

4 5.2.6 Participant complaints and/or participant questionnaires;
5 and

6 5.2.7 Service provider complaints or reports.

7 5.3 ADMINISTRATOR may require a corrective action plan when it is
8 determined that services are performed unsatisfactorily during the review
9 period. CONTRACTOR shall remedy the performance deficits within the time
10 period specified in the corrective action plan.

11 5.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the
12 information necessary for monitoring this Agreement, and with authorized State
13 or Federal representatives who may audit program services.

14 5.5 Performance evaluation meetings will be conducted by ADMINISTRATOR
15 as necessary.

16 6. VOCATIONAL ASSESSMENTS DISPUTE

17 In the event of a dispute between the participant and CONTRACTOR
18 regarding the vocational assessment outcome, ADMINISTRATOR shall evaluate and
19 make the final decision concerning the vocational assessment outcome.

20 7. THIRD PARTY VOCATIONAL ASSESSMENTS

21 For those participants requesting third party vocational assessments,
22 CONTRACTOR's assessor shall be available to review participant vocational
23 assessment reports with the COUNTY-contracted third party assessor, as
24 necessary.

25 8. INCOMPLETE VOCATIONAL ASSESSMENTS

26 Incomplete vocational assessment reports, as determined by WTW staff/TPS
27 Social Worker, shall be returned to CONTRACTOR for completion of the report
28 and/or the vocational assessment at no additional cost to COUNTY. In the

1 event of a dispute between WTW staff/TPS Social Worker and CONTRACTOR
2 regarding the completion of the vocational assessment report, ADMINISTRATOR
3 shall evaluate and make the final decision.

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