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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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TABLE OF CONTENTS

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

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

Exhibit A

- 1. POPULATION TO BE SERVED..... 1
- 2. GOALS..... 1
- 3. SERVICES TO BE PROVIDED..... 3
- 4. ADDITIONAL CONTRACTOR RESPONSIBILITIES..... 9
- 5. CASE RECORDS..... 10
- 6. ASSESSMENT SITES..... 10
- 7. REPORTS..... 11
- 8. STAFFING REQUIREMENTS..... 14

Exhibit B

- 1. POPULATION TO BE SERVED..... 1
- 2. GOALS..... 1
- 3. SERVICES TO BE PROVIDED..... 2
- 4. REPORTING REQUIREMENTS..... 5
- 5. ASSESSMENT SITE:..... 6
- 6. STAFFING REQUIREMENTS..... 6

Exhibit C

- 1. POPULATION TO BE SERVED..... 1
- 2. HANDLING COMPLAINTS..... 1
- 3. OUTSIDE CONTACTS..... 2
- 4. QUALITY CONTROL..... 2
- 5. PERFORMANCE MONITORING..... 3
- 6. VOCATIONAL ASSESSMENTS DISPUTE..... 4
- 7. THIRD PARTY VOCATIONAL ASSESSMENTS..... 4
- 8. INCOMPLETE VOCATIONAL ASSESSMENTS..... 4

1           1.     TERM

2           The term of this Agreement shall commence on ~~July 1, 2011, and terminate~~  
3 ~~on June 30, 2012~~ July 1, 2012, and terminate on June 30, 2015, unless earlier  
4 terminated pursuant to the provisions of Paragraph 42 of this Agreement;  
5 however, CONTRACTOR shall be obligated to perform such duties as would  
6 normally extend beyond this term, including but not limited to, obligations  
7 with respect to indemnification, audits, reporting and accounting. CONTRACTOR  
8 and ADMINISTRATOR may mutually agree in writing to extend the term of this  
9 Agreement, for up to twelve (12) additional months upon the same terms and  
10 conditions, provided that COUNTY's maximum obligation as stated in  
11 Subparagraph ~~16.1~~ 20.1 of this Agreement does not increase as a 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 ~~\$10,000~~ \$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 ~~ten thousand~~  
25 ~~(\$10,000)~~ twenty-five thousand dollars (\$25,000) or less during the term of  
26 this Agreement. The basis for costs incurred by any such Purchase Order(s)  
27 shall be the actual cost of providing services or the usual and customary  
28 charges established by the organization(s) providing the services.

1                   7.2.2 Subcontracts in excess of ~~\$10,000~~ \$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 ~~ten thousand (\$10,000)~~ ten  
6 thousand dollars (\$10,000) **twenty-five thousand dollars (\$25,000)** during the  
7 term of this Agreement. CONTRACTOR's proposed procurement system shall take  
8 into consideration such factors as: degree of price competition; pricing  
9 policies and techniques; experience and quality of service; methods of  
10 evaluating subcontractor responsibility; relationship of subcontractor to  
11 CONTRACTOR; and planning, award, and post-award management of subcontracts,  
12 including internal audit procedures and monitoring of subcontractor's  
13 performance until completion of services.

14                   Upon ADMINISTRATOR's approval of CONTRACTOR's proposed  
15 procurement system, CONTRACTOR shall comply with such procurement system in  
16 obtaining subcontracts with a total cost in excess of ~~ten thousand dollars~~  
17 ~~(\$10,000)~~ **twenty-five thousand dollars (\$25,000)** during the term of this  
18 Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written  
19 consent prior to entering into a subcontract with any organization when the  
20 total cumulative cost of services to be provided by that organization is  
21 anticipated to exceed ~~ten thousand dollars (\$10,000)~~ **twenty-five thousand**  
22 **dollars (\$25,000)** during the term of this Agreement.

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

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3       8.     FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

4           8.1   Form of Business Organization:

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

9                 8.1.1 The form of CONTRACTOR's business organization, i.e.,  
10 proprietorship, partnership, corporation, etc.

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

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

18           8.2   Change in Form of Business Organization:

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

26       9.     USE OF COUNTY PROPERTY

27           9.1 COUNTY intends to permit CONTRACTOR the rent-free use of office  
28 space, office furniture, and office equipment located in any and all offices

1 and COUNTY facilities at which CONTRACTOR shall be collocated with COUNTY  
2 staff pursuant to this Agreement, as is more particularly set forth in that  
3 certain real estate agreement described in Subparagraph ~~8-2~~ 9.2, below. As  
4 stated in the lease or license agreement, said office space, office furniture,  
5 and equipment shall be used solely by employees of CONTRACTOR while performing  
6 their assigned duties pursuant to this Agreement.

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

12 10. NON-DISCRIMINATION

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

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

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

1           10.4 CONTRACTOR shall comply with Executive Order 11246, entitled  
2 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
3 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

4           10.5 Non-Discrimination in Employment

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

14           10.5.2 CONTRACTOR shall refer any and all employees desirous of  
15 filing a formal discrimination complaint to:

16           California Department of Social Services

17           Public Inquiry and Response Bureau

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

19           Sacramento, CA 94244-2430

20           Telephone:     (800) 952-5253

21                             (800) 952-8349 (For the hard of hearing)

22           10.6 Non-Discrimination in Service Delivery

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

1 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;  
2 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,  
3 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section  
4 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption  
5 Act of 1996; and other applicable Federal and State laws, as well as their  
6 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7  
7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal  
8 Employment Opportunity, Affirmative Action and Nondiscrimination as each may  
9 now exist or be hereafter amended. CONTRACTOR shall not implement any  
10 administrative methods or procedures which would have a discriminatory effect  
11 or which would violate the California Department of Social Services (CDSS)  
12 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there  
13 are any violations of this paragraph, CDSS shall have the right to invoke  
14 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,  
15 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred  
16 to the appropriate Federal agency for further compliance action and  
17 enforcement of Subparagraph ~~9-6~~ 10.6 et seq.

18 10.6.2 CONTRACTOR shall provide any and all clients desirous of  
19 filing a formal complaint any and all information as appropriate:

20 10.6.2.1 Pamphlet: "Your Rights Under California Welfare  
21 Programs" (PUB 13)

22 10.6.2.2 Discrimination Complaint Form

23 10.6.2.3 Civil Rights Contacts:

24 County Civil Rights Contact:

25 Orange County Social Services Agency

26 Program Integrity

27 Attn: Civil Rights Coordinator

28 P.O. Box 22001

1 Santa Ana, CA 92702-2001  
2 Telephone: ~~(714) 438-8880~~ (714) 438-8877  
3 State Civil Rights Contact:  
4 California Department of Social Services  
5 Civil Rights Bureau  
6 P.O. Box 944243, M.S. 8-16-70  
7 Sacramento, CA 94244-2430  
8 Federal Civil Rights Contact:  
9 U.S. Department of Health and Human Services  
10 Office of Civil Rights  
11 50 U.N. Plaza, Room 322  
12 San Francisco, CA 94102

13 11. NOTICES

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

16 COUNTY: County of Orange Social Services Agency  
17 Contract Services  
18 888 N. Main Street  
19 Santa Ana, CA 92701

20 CONTRACTOR: Foster Assessment Center & Testing Service, Inc.  
21 516 Pennsfield Place, Suite #108  
22 Thousand Oaks, CA 91360

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

12. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has

1 knowledge that any actual or potential situation is delaying or threatens to  
2 delay the timely performance of this Agreement, that party shall, within one  
3 (1) business day, give notice thereof, including all relevant information with  
4 respect thereto, to the other party.

5 13. INDEMNIFICATION AND INSURANCE

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

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

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



1           13.4 All self-insured retentions (SIRs) and deductibles shall be  
2 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
3 apply, indicate this on the Certificate of Insurance with a "0" by the  
4 appropriate line of coverage. Any self-insured retention (SIR) or deductible  
5 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall  
6 specifically be approved by the County Executive Office (CEO)/Office of Risk  
7 Management.

8           13.5 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
9 the full term of this Agreement, COUNTY may terminate this Agreement.

10           Qualified Insurer

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

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

23           13.8 The policy or policies of insurance maintained by CONTRACTOR shall  
24 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
<del>Sexual Misconduct Liability</del>	<del>\$1,000,000 per occurrence</del>

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13 Required Coverage Forms

14 13.9 Commercial General Liability coverage shall be written on  
15 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing  
16 liability coverage at least as broad.

17 13.10 Business Auto Liability coverage shall be written on ISO form CA  
18 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at  
19 least as broad.

20 Required Endorsements

21 13.11 Commercial General Liability policy shall contain the following  
22 endorsements, which shall accompany the Certificate of Insurance:

23 13.11.1 An Additional Insured endorsement using ISO form CG 2010  
24 or CG 2033 or a form at least as broad naming the County of Orange, its  
25 elected and appointed officials, officers, employees, agents as Additional  
26 Insureds.

27 13.11.2 A primary non-contributing endorsement evidencing that  
28 CONTRACTOR's insurance is primary and any insurance or self-insurance

1 maintained by the County of Orange shall be excess and non-contributing.

2 13.12 The County of Orange shall be the loss payee on the Employee  
3 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of  
4 Orange is a Loss Payee shall accompany the Certificate of Insurance.

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

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

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

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

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

23 13.18 Insurance certificates should be mailed to COUNTY at the address  
24 indicated in Paragraph 11 of this Agreement.

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

28 13.20 COUNTY expressly retains the right to require CONTRACTOR to

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

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

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

16 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

17 CONTRACTOR shall report to COUNTY:

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

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

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

1 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
2 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
3 under the term of this Agreement. Such report shall be submitted to COUNTY  
4 within twenty-four (24) hours of occurrence.

5 15. CONFLICT OF INTEREST

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

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

16 16. ANTI-PROSELYTISM PROVISION

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

21 17. SUPPLANTING GOVERNMENT FUNDS

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

1 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY  
2 program without prior written approval of ADMINISTRATOR.

3 18. EQUIPMENT

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

14 CONTRACTOR further agrees to the following:

15 18.1.1 To maintain all items of Capital Equipment in good working  
16 order and condition, normal wear and tear excepted.

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

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

26 18.1.4 To purchase a policy or policies of insurance covering  
27 loss or damage to any and all Capital Equipment purchased under this  
28 Agreement, in the amount of the full replacement value thereof, providing

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

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

11 18.3 No personal computers or any component thereof may be purchased  
12 with funds provided under this Agreement.

13 19. BREACH SANCTIONS

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

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

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

25 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
26 COUNTY those monies disallowed pursuant to Subparagraph ~~15-2~~ 19.2 above.

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

1 mailing.

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3 20. PAYMENTS

4 20.1 Maximum Contractual Obligation:

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

14 20.2 Allowable Costs and Usage:

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

18	Employment Readiness Assessment ( <del>One-Day</del> ) (Basic)	<del>\$198</del>
19	\$216	
20	Employment Readiness Assessment ( <del>Two-Day</del> ) (Expanded)	
21	<del>\$320</del> -\$349	
22	Learning Disability Evaluation	<del>(\$315)</del> \$343
23	Transitional Planning Services	<del>(\$130)</del> \$142

24 20.2.2 During the term of this Agreement, COUNTY shall pay  
25 CONTRACTOR monthly in arrears, the following rate for outside translation  
26 services:

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



1 COUNTY, in its sole discretion, may require CONTRACTOR to submit  
2 an invoice by June 21, 2012, for services completed through June 20, 2012. No  
3 guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement.  
4 CONTRACTOR agrees to supply the services at the unit price listed above,  
5 regardless of the number of referrals from COUNTY.

6 20.2.3 No guarantee is given by COUNTY to CONTRACTOR regarding  
7 usage of this Agreement. CONTRACTOR agrees to supply the services at the unit  
8 price listed above, regardless of the number of referrals from COUNTY.

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10 20.3 Claims:

11 20.3.1 All claims must be submitted monthly by CONTRACTOR on a  
12 form approved by ADMINISTRATOR. All claims submitted to COUNTY must be  
13 supported with source documents including, inter alia, a monthly statement of  
14 services, general ledgers, supporting journals, time sheets, invoices,  
15 canceled checks, receipts, and receiving records, some of which may be  
16 required to be copied and submitted with each monthly invoice. Source  
17 documents that CONTRACTOR must submit with each monthly invoice shall be  
18 determined by ADMINISTRATOR and/or COUNTY's Auditor Controller. CONTRACTOR  
19 shall retain all financial records in accordance with Paragraph 24 (Records,  
20 Inspections, and Audits) of this Agreement. CONTRACTOR shall submit monthly  
21 reimbursement claims to be received by ADMINISTRATOR no later than the  
22 twentieth (20<sup>th</sup>) calendar day of the month for expenses incurred in the  
23 preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a  
24 weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business  
25 day. COUNTY holidays include New Year's Day, Martin Luther King Day,  
26 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
27 Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after  
28 Thanksgiving, and Christmas Day.

1 20.3.2 All reimbursement claims must be submitted on a form  
2 approved by ADMINISTRATOR. CONTRACTOR may claim payment for each assessment  
3 after the written assessment report has been completed and provided to  
4 ADMINISTRATOR, or designee.

5 20.3.3 ~~All claims must be submitted monthly by CONTRACTOR on a~~  
6 ~~form approved by ADMINISTRATOR. All claims submitted to COUNTY must be~~  
7 ~~supported with source documents~~ ADMINISTRATOR may require CONTRACTOR to submit  
8 supporting source documents with the monthly claim, including, inter alia, a  
9 monthly statement of services, general ledgers, supporting journals, time  
10 sheets, invoices, canceled checks, receipts, and receiving records, some of  
11 which may be required to be copied. Source documents that CONTRACTOR must  
12 submit shall be determined by ADMINISTRATOR and/or the COUNTY's Auditor-  
13 Controller. CONTRACTOR shall retain all financial records in accordance with  
14 Paragraph 24 (Records, Inspections, and Audits) of this Agreement.

15 20.3.4 CONTRACTOR acknowledges that the amount of reimbursement  
16 on a claim received by ADMINISTRATOR after the twentieth (20<sup>th</sup>) calendar day of  
17 the month shall be reduced, in accordance with the following table:

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22 1 to 30 calendar days late	10% reduction of claim amount to be paid
23 31 to 60 calendar days late	20% reduction of claim amount to be paid
24 61 to 90 calendar days late	30% reduction of claim amount to be paid
25 Over 90 calendar days late	40% reduction of claim amount to be paid

26 20.3.5 CONTRACTOR and ADMINISTRATOR agree that all reductions of  
27 a late claim included in the table above shall be based upon the amount of  
28 CONTRACTOR's correctly submitted claim amount to be paid.

1           20.3.6 Payments should be released by COUNTY within a reasonable  
2 time period of approximately thirty (30) days after receipt of a correctly  
3 completed claim form and required supporting documentation.

4           20.3.7 Year End and Final Claims:

5           20.3.7.1 ~~Any and all claims must be received by~~  
6 ~~ADMINISTRATOR no later than August 30, 2012, at 5:00 p.m., said date being~~  
7 ~~approximately sixty (60) days after termination of this Agreement. Claims~~  
8 ~~received after this date and time may not be reimbursed. ADMINISTRATOR may,~~  
9 ~~in its sole discretion, modify the date upon which the final claim must be~~  
10 ~~received, upon notice to CONTRACTOR.~~ COUNTY may, in its sole discretion,  
11 establish two (2) billing periods for the month of June to accommodate  
12 COUNTY's fiscal year-end close process for payment of services completed  
13 within the same fiscal year. COUNTY may require CONTRACTOR to submit invoice  
14 claims for services completed June 1, 2013 through June 15, 2013 by 5:00 p.m.  
15 June 20, 2013; for services completed June 1, 2014 through June 15, 2014 by  
16 5:00 p.m. June 18, 2014; and for services completed June 1, 2015 through June  
17 15, 2015 by 5:00 p.m. June 19, 2015. In the event COUNTY determines a need  
18 for two (2) billing periods for the month of June, COUNTY will provide written  
19 notification to CONTRACTOR by the 15<sup>th</sup> of May for each covered year stated in  
20 Subparagraphs 20.3.7.2 through 20.3.7.4 of this Agreement. In the event of  
21 the two (2) billing periods for the month of June, CONTRACTOR shall submit  
22 claims for services completed between June 16 and June 30 for each year  
23 covered under the terms of this Agreement in accordance with Subparagraphs  
24 20.3.7.2 through 20.3.7.4 of this Agreement.

25           20.3.7.2 Final claims for the term of July 1, 2012  
26 through June 30, 2013, must be received no later than August 30, 2013 at 5:00  
27 p.m.

28           20.3.7.3 Final claims for the term of July 1, 2013

1 through June 30, 2014, must be received no later than August 30, 2014 at 5:00  
2 p.m.

3 20.3.7.4 Final claims for the term of July 1, 2014  
4 through June 30, 2015, must be received no later than August 30, 2015 at 5:00  
5 p.m.

6 20.3.7.5 Claims received after the dates specified in  
7 Subparagraphs 20.3.7.2 to 20.3.7.4 may not be reimbursed. ADMINISTRATOR may,  
8 in its sole discretion, modify the date upon which the final claim per term  
9 must be received, upon written notice to CONTRACTOR.

10 20.3.7.6 The basis for final settlement shall be the  
11 actual allowable costs as defined in Title 48 CFR Section 31.2 incurred and  
12 paid by CONTRACTOR pursuant to this Agreement; limited, however, to the  
13 maximum obligation of COUNTY. In the event that any overpayment has been  
14 made, COUNTY may offset the amount of the overpayment against the final  
15 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
16 pay COUNTY all such sums within five (5) business days of notice from COUNTY.  
17 Nothing herein shall be construed as limiting the remedies of COUNTY in the  
18 event an overpayment has been made. ~~Nothing herein shall be construed as~~  
19 ~~limiting the remedies of COUNTY in the event an overpayment has been made.~~

20 20.3.8 Seventy-Five Percent Expenditure Notification:

21 20.3.8.1 CONTRACTOR shall maintain a system of record  
22 keeping that will allow CONTRACTOR to determine when it has incurred seventy-  
23 five percent (75%) of the total contract authorizations under this Agreement.  
24 Upon occurrence of this event, CONTRACTOR shall send written notification to  
25 the ADMINISTRATOR.

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28 21. OVERPAYMENTS

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

14 22. OUTSTANDING DEBT

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

18 23. FINAL REPORT

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

24 24. RECORDS, INSPECTIONS AND AUDITS

25 24.1 Financial Records:

26 24.1.1 CONTRACTOR shall prepare and maintain accurate and  
27 complete financial records. Financial records shall be retained, by  
28 CONTRACTOR, for a minimum of five (5) years from the date of final payment

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

3 24.1.2 CONTRACTOR shall establish and maintain reasonable  
4 accounting, internal control and financial reporting standards in conformity  
5 with generally accepted accounting principles established by the American  
6 Institute of Certified Public Accountants and to the satisfaction of  
7 ADMINISTRATOR.

8 24.2 Client Records:

9 24.2.1 CONTRACTOR shall prepare and maintain accurate and  
10 complete records of clients served and dates and type of services provided  
11 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

12 24.2.2 All client records related to services provided under the  
13 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
14 (5) years from the date of final payment under this Agreement or until all  
15 pending COUNTY, State and Federal audits are completed, whichever is later.  
16 Notwithstanding anything to the contrary, upon termination of this Agreement,  
17 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
18 in accordance with Subparagraph ~~35.2~~ 42.2.

19 24.2.3 COUNTY may refuse payment for a claim if client records  
20 are determined by COUNTY to be incomplete or inaccurate. In the event client  
21 records are determined to be incomplete or inaccurate after payment has been  
22 made, COUNTY may treat such payment as an overpayment within the provisions of  
23 this Agreement.

24 24.3 Public Records:

25 With the exception of client records or other records referenced  
26 in Paragraph ~~25~~ 30, entitled Confidentiality, all records, including but not  
27 limited to, reports, audits, notices, claims, statements and correspondence,  
28 required by this Agreement may be subject to public disclosure. COUNTY will

1 not be liable for any such disclosure.

2 24.4 Inspections and Audits:

3 24.4.1 The U.S. Department of Health and Human Services,  
4 Comptroller General of the United States, Director of CDSS, State Auditor-  
5 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
6 Department, or any of their authorized representatives, shall have access to  
7 any books, documents, papers and records, including medical records, of  
8 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
9 for the purpose of financial monitoring. Further, all the above mentioned  
10 persons have the right at all reasonable times to inspect or otherwise  
11 evaluate the work performed or being performed under this Agreement and the  
12 premises in which it is being performed.

13 24.4.2 CONTRACTOR shall make available its books and financial  
14 records within the borders of Orange County within ten (10) days after receipt  
15 of written demand by ADMINISTRATOR.

16 24.4.3 In the event CONTRACTOR does not make available its books  
17 and financial records within the borders of Orange County, CONTRACTOR agrees  
18 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
19 designee, necessary to obtain CONTRACTOR's books and financial records.

20 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
21 liability to the State or Federal government or any agency thereof resulting  
22 from any disallowances or other audit exceptions to the extent that such  
23 liability is attributable to CONTRACTOR's failure to perform under this  
24 Agreement.

25 24.5 Evaluation Studies:

26 24.5.1 CONTRACTOR shall participate as requested by COUNTY in  
27 research and/or evaluative studies designed to show the effectiveness and/or  
28 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's

1 project.

2 25. PERSONNEL DISCLOSURE

3 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
4 all personnel providing services hereunder, including resumes and job  
5 applications. Changes to the list will be immediately provided to  
6 ADMINISTRATOR in writing, along with a copy of a resume and/or job  
7 application. The list shall include:

8 25.1.1 Names of all full or part-time personnel by title,  
9 including volunteer personnel, whose direct services are required to provide  
10 the programs described herein;

11 25.1.2 A brief description of the functions of each position and  
12 the hours each person works each week; or for part-time personnel, each day or  
13 month, as appropriate;

14 25.1.3 The professional degree, if applicable, and experience  
15 required for each position; and

16 25.1.4 The language skill, if applicable, for all personnel.

17 25.2 CONTRACTOR's employment applications shall require applicants to  
18 provide detailed information regarding the conviction of a crime by any court,  
19 for offenses other than minor traffic offenses. Information not disclosed in  
20 the employment application discovered subsequent to the hiring or promotion of  
21 any applicant shall be cause for termination of that employee.

22 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
23 the COUNTY, criminal record background checks on all employees and/or  
24 volunteers who will provide services under this Agreement. Candidates will  
25 satisfy background checks consistent with and comparable to those required for  
26 COUNTY employees.

27 25.4 CONTRACTOR warrants that all persons employed or otherwise  
28 assigned by CONTRACTOR to provide services under this Agreement have



1 satisfactory past work records and/or reference checks indicating their  
2 ability to perform the required duties and accept the kind of responsibility  
3 anticipated under this Agreement. CONTRACTOR shall maintain records of  
4 background investigations and reference checks undertaken and coordinated by  
5 CONTRACTOR for each employee and/or volunteer assigned to provide services  
6 under this Agreement for a minimum of five (5) years from the date of final  
7 payment under this Agreement ~~for a minimum of five (5) years from the date of~~  
8 ~~final payment under this Agreement~~ or until all pending COUNTY, State and  
9 Federal audits are completed, whichever is later, in compliance with all  
10 applicable 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 ~~15~~ 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](http://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 ~~19~~ 24, provide reports and any other information  
2 required by COUNTY in the administration of this Agreement, and as otherwise  
3 permitted 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 ~~Welfare and~~  
12 ~~Institutions Code~~ WIC Section 827, all applicable statutes, caselaw, and  
13 Orange County Juvenile Court Policy regarding Confidentiality, as it now  
14 exists or may hereafter be amended.

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

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

#### 24 31. COPYRIGHT ACCESS

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

1       ///

2       32.   WAIVER

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

11      33.   PETTY CASH

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

14      34.   PUBLICITY

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

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

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

27           34.2.2 During the term of this Agreement, CONTRACTOR shall not,  
28      and shall not authorize another to, publish or disseminate any commercial

1 advertisements, press releases, feature articles, or other materials using the  
2 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
3 unreasonably withhold written consent.

4 35. COUNTY RESPONSIBILITIES

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

7 36. REFERRALS

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

10 37. REPORTS

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

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

19 38. ENERGY EFFICIENCY STANDARDS

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

23 39. ENVIRONMENTAL PROTECTION STANDARDS

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

1 CONTRACTOR assures that:

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

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

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

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

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

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

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

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



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

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

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

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

23 41. POLITICAL ACTIVITY

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

27 42. TERMINATION PROVISIONS

28 42.1 ADMINISTRATOR may terminate this Agreement without penalty

1 immediately with cause or after thirty (30) days written notice without cause,  
2 unless otherwise specified. Notice shall be deemed served on the date of  
3 mailing. Cause shall be defined as any breach of contract, any  
4 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
5 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
6 all further obligation under this Agreement.

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

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

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

23 43. GOVERNING LAW AND VENUE

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

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

5 44. SIGNATURE IN COUNTERPARTS

6 The parties agree that separate copies of this Agreement may be signed  
7 by each of the parties and this Agreement will have the same force and effect  
8 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. PROGRAM GOALS POPULATION TO BE SERVED

13 ~~CONTRACTOR shall provide vocational assessment services that accurately~~  
14 ~~assess the participant's employment potential by identifying strengths and~~  
15 ~~barriers to employment; and generate appropriate occupational and/or~~  
16 ~~educational recommendations that can be used to develop an individualized~~  
17 ~~employment plan leading to unsubsidized employment.~~ CalWORKs WTW participants  
18 shall be referred to CONTRACTOR by WTW staff for assessment services. It is  
19 mutually understood that no minimum number of referrals is guaranteed,  
20 expressed or implied, under this Agreement.

21 2. POPULATION TO BE SERVED GOALS

22 2.1 CONTRACTOR shall provide vocational assessment services that  
23 assess the participant's employment potential by identifying strengths and  
24 barriers to employment; and generate occupational and/or educational  
25 recommendations that can be used to develop an individualized employment plan  
26 that will eventually lead to unsubsidized employment.

27 2.2 As a performance requirement, CONTRACTOR shall ensure a minimum of  
28 sixty percent (60%) of participants referred for Employment Readiness (ER)

1 Assessment (Basic or Expanded) and a minimum of sixty percent (60%) of  
2 participants referred for Learning Disability (LD) Evaluation will complete  
3 the assessment as referred by WTW staff throughout the term of this Agreement.  
4 In order to meet the requirements of this Subparagraph, CONTRACTOR shall:

5 2.2.1 Attend meetings, as required by ADMINISTRATOR, to develop  
6 engagement strategies for clients required to participate in Vocational  
7 Assessment Services. Meetings shall be conducted with COUNTY, other  
8 contracted service providers, or educational groups.

9 2.2.2 Provide training to WTW staff at no cost to COUNTY to  
10 read, evaluate and interpret assessment reports; in addition, provide  
11 information and guidance to WTW staff on presenting and explaining the  
12 assessment process to participants; and conduct staff tour/site visits as  
13 requested by ADMINISTRATOR;

14 2.2.3 Develop and implement proactive marketing techniques to  
15 alleviate participant anxiety and stigma associated with testing; and

16 2.2.4 Outreach to educate participants and encourage  
17 participation in ER Assessment and/or LD Evaluations. Outreach shall include,  
18 but not be limited to letters and phone calls.

19 2.3 CONTRACTOR shall meet the following annual performance goals:

20 2.3.1 For the period of July 1, 2012 through June 30, 2013,  
21 seventy-five percent (75%) of participants referred for ER Assessment and  
22 seventy-five percent (75%) of participants referred for LD Evaluation will  
23 complete the assessment as referred by WTW staff, on a monthly basis;

24 2.3.2 For the period of July 1, 2013 through June 30, 2014,  
25 eighty percent (80%) of participants referred for ER Assessment and eighty  
26 percent (80%) of participants referred for LD Evaluation will complete the  
27 assessment as referred by WTW staff, on a monthly basis; and

28 2.3.3 For the period of July 1, 2014 through June 30, 2015,

1 eighty-five percent (85%) of participants referred for ER Assessment and  
2 eighty-five percent (85%) of participants referred for LD Evaluation will  
3 complete the assessment as referred by WTW staff, on a monthly basis.

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6 3. OUTCOMES SERVICES TO BE PROVIDED

7 3.1 General Requirements:

8 3.1.1 CONTRACTOR shall not conduct any unsupervised one-on-one  
9 activities with any participants, whether they are juveniles or adults, unless  
10 those activities are being performed in an area that is visible to COUNTY  
11 staff or CONTRACTOR's staff at all times.

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

19 3.1.3 ~~Assessments are to~~ The vocational assessment process must  
20 be conducted in an interactive and engaging manner ~~that is sensitive to~~  
21 ~~literacy, language, and sociocultural issues.~~ CONTRACTOR shall conduct  
22 outreach to ensure the participant attends and completes the vocational  
23 assessment as referred by WTW staff.

24 3.1.4 ~~Assessments are to be conducted in a manner that is~~  
25 ~~sensitive to~~ must be responsive to literacy, language, and socio-cultural  
26 issues ~~that may distort the quality of the vocational assessment process.~~

27 3.1.5 Assessments must evaluate for behavioral health and  
28 physical and/or mental disabilities; and identify the presence of substance



1 abuse, physical abuse, and/or domestic violence abuse. If the assessment  
2 identifies behavioral health, physical and/or mental disabilities, substance  
3 abuse, physical abuse, and/or domestic violence, CONTRACTOR shall immediately  
4 notify CM WTW staff.

5 3.1.6 Assessments shall be completed within seven (7) business  
6 days from the initial referral date of referral for vocational assessment  
7 services.

8 3.1.7 CONTRACTOR shall contact CM WTW staff by telephone, the  
9 same day, if a participant fails to appear for a scheduled assessment session.

10 3.1.8 In the event of participant noncompliance with WTW program  
11 requirements, as determined by CM WTW staff, CONTRACTOR's assessor shall be  
12 available to testify at participant hearings upon reasonable notice.

13 3.1.9 CONTRACTOR shall maintain a file for each participant  
14 served under the terms of this Agreement. The participant file shall include  
15 a copy of the assessment appointment letter, pre-assessment information form,  
16 activities agreement, assessment report, and any other documented  
17 communication with the participant and/or ADMINISTRATOR's staff WTW staff.

18 3.1.10 CONTRACTOR shall provide service hours that are responsive  
19 to the needs of the population to be served, as determined by ADMINISTRATOR's  
20 WTW Program staff, within the following business days and hours: Monday  
21 through Friday, 8:00 a.m. to 5:00 p.m., COUNTY holidays excluded include New  
22 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'  
23 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,  
24 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

25 3.1.11 CONTRACTOR shall obtain a written approval from  
26 ADMINISTRATOR of assessment instruments to be used, and will request written  
27 authorization from ADMINISTRATOR on any revision.

28 3.2 ER Basic Assessment:

1                   3.2.1 ~~ER Assessments shall be administered as determined by the~~  
2 ~~WTW staff or Job Services contractor referral.~~ ER Basic Assessments shall be  
3 provided to participants with pre-determined employment goals or participants  
4 with multiple barriers, such as limited education or limited language  
5 abilities. The ER Basic Assessment will focus on the following:

6                   3.2.1.1 Identification and/or verification of  
7 appropriate educational, training, and/or employment goals;

8                   3.2.1.2 Basic assessment of academic abilities and  
9 cognitive functions; and

10                  3.2.1.3 Identification of barriers to employment  
11 including adult basic education, child care, transportation and soft skills  
12 development.

13           3.3 ER Expanded Assessment:

14                  3.3.1 ER Expanded Assessments shall provide more specific  
15 details regarding the participant's career interests, skills, abilities and  
16 barriers that may be preventing the participant from obtaining employment.

17                  3.3.2 Additional assessment tools shall identify and evaluate  
18 the participant's problem solving skills; amount of required supervision  
19 needed; and if the participant is physically able to do the job. Information  
20 shall be provided to WTW staff to assist them in working with the participant  
21 in determining realistic and achievable long term goals.

22           3.4 All ER Basic and Expanded Assessments shall include, but not be  
23 limited to, all of the following:

24                  3.4.1 ~~ER Assessment must be limited to a maximum total of~~  
25 ~~fourteen (14) hours, and will include a~~ Completion of a one-on-one interview  
26 and exit conference ~~with each participant during the course of the evaluation~~  
27 ~~between the participant and the assessor.~~

28                  3.4.2 Participant's educational history and present educational

1 competency level.

2 3.4.3 Participant's work history and an inventory of his or her  
3 vocational skills and aptitudes, knowledge and abilities, and identification  
4 of personal-social traits, needs, and aspirations for change.

5 3.4.4 ~~Participant's~~ Job-related values and attitudes.

6 3.4.5 Local labor market information ~~that is applicable to the~~  
7 ~~participant's needs~~, based on the County of Orange Occupational Outlook  
8 Report, or similar report. This information may be accessed via the following  
9 website: [www.labormarketinfo.edd.ca.gov](http://www.labormarketinfo.edd.ca.gov)

10 3.4.6 ~~At least~~ Identification of three (3) occupational options  
11 or employment goals, which are in local demand and with an emphasis on those  
12 which offer a career ladder and competitive wages as well as the time it will  
13 take to achieve the goals. The ER Assessment must also provide an evaluation  
14 of the probability of achieving the goals given the participant's current and  
15 potential skills and the local labor market.

16 3.4.7 The participant's needs, including the need for supportive  
17 services, in order to obtain the greatest benefit from the employment and  
18 training services offered under CalWORKs.

19 3.4.8 Identification of physical limitations or ~~any other~~  
20 ~~impairments~~ mental conditions that limit the participant's ability for  
21 employment or participation in WTW activities.

22 3.4.9 Identification of available resources to complete the WTW  
23 Plan in collaboration with WTW staff.

24 3.4.10 Vision and color blindness tests ~~if as~~ necessary.

25 3.4.11 Identification of the presence of mental health/substance  
26 abuse and/or domestic ~~violence~~ abuse issues. If the existence of any of these  
27 issues becomes known to the assessor during the assessment ~~process~~, by  
28 participant disclosure or assessor suspicion, the assessor shall ~~immediately~~

1 ~~notify the CM~~ include this information in the assessment report provided to  
2 ADMINISTRATOR.

3 3.4.12 ~~Available resources to complete the recommended WTW~~  
4 ~~activities~~ Provision of resource materials and technical assistance to the  
5 participant for career exploration activities.

6 3.4.13 ~~ER Assessment should~~ Comparison of current competencies  
7 and skill levels with training programs and/or job requirements; and recommend  
8 appropriate basic education, short-term vocational training, or other WTW  
9 approved training programs.

10 3.5 ER Assessment instruments may be administered to small groups.  
11 There will also be cases where participants have physical disabilities that  
12 require additional testing. These additional tests shall be administered at  
13 no additional cost to COUNTY.

14 3.6 ER Assessment instruments shall be administered in English,  
15 Spanish, and Vietnamese, as available and appropriate as determined by  
16 CONTRACTOR. ~~A CONTRACTOR shall provide~~ An appropriate variety of hands-on  
17 work samples and non-verbal testing instruments should be provided to assess  
18 participants whose primary language is other than English, Spanish, or  
19 Vietnamese, as required by ADMINISTRATOR, at no additional cost to COUNTY.  
20 The use of up-to-date technology shall be employed to administer assessment  
21 instruments, as appropriate.

22 3.7 ER Assessments shall include the use of multiple sources to obtain  
23 valid information, e.g., personal interviews, work simulation samples, on-site  
24 behavioral observations, ~~paper-and-pencil tests~~ and computer assisted  
25 inventories.

26 3.8 LD Evaluation:

27 3.8.1 LD Evaluations shall be administered as determined ~~by the~~  
28 ~~referral from~~ by WTW staff or the Job Services contractor, and shall provide a

1 formal identification of the specific nature of a learning disability,  
2 developmental disability, and/or co-existing disorder that could extend beyond  
3 the testing and measurement of aptitudes, performance, and vocational  
4 interests associated with an ER Assessment.

5 3.8.2 When formal documentation of an accommodation is needed,  
6 or the participant presents significant or multiple impairments, an  
7 identification will be included as part of the LD Evaluation.

8 3.8.3 LD Evaluation instruments shall be capable of being  
9 administered to participants with suspected learning disabilities whose  
10 primary language is English or Spanish. If LD Evaluation instruments become  
11 available in language(s) other than English or Spanish, CONTRACTOR and  
12 ADMINISTRATOR may mutually agree in writing to modify the language  
13 requirements as stated in this Paragraph.

14 3.8.4 CONTRACTOR shall use testing instruments as approved in  
15 writing by ADMINISTRATOR, and shall include, but not be limited to, the  
16 following:

17 3.8.4.1 Wechsler Adult Intelligence Scales-III;

18 3.8.4.2 Wide Range Achievement Test-III;

19 3.8.4.3 Woodcock-Johnson III: Achievement;

20 3.8.4.4 Woodcock-Johnson III: Cognitive Battery;

21 3.8.4.5 TONI III Cognitive;

22 3.8.4.6 Bateria Woodcock Munoz (Spanish);

23 3.8.4.7 Nelson-Denny; and

24 3.8.4.8 Test of Adult Basic Education (TABE)

25 3.8.5 The LD Evaluation shall indicate the presence of a  
26 learning disability or developmental disability, if so indicated. Other  
27 psychological disabilities or physical traumas shall be identified when the  
28 participant exhibits characteristics that may preclude him/her from

1 successfully completing or benefiting from a current or proposed activity  
2 assignment.

3 3.8.6 LD Evaluations shall be completed over a one (1) or two  
4 (2) day period for a total of no more than twelve (12) hours.

5 3.9 Services to be Provided Translation Services

6 3.9.1 ~~Provide~~ Services shall be provided in all languages as  
7 required by ADMINISTRATOR. The referral for services shall indicate the  
8 primary language of the participant.

9 3.9.2 CONTRACTOR shall utilize its own staff for English,  
10 Spanish and Vietnamese translation services at no additional cost to COUNTY,  
11 prior to utilizing outside translation services.

12 3.9.3 CONTRACTOR shall utilize outside translation services via  
13 telephone for those participants whose primary language is other than English,  
14 Spanish, Vietnamese, or any other language in which CONTRACTOR staff are not  
15 fluent. When the participant exhibits the need for translation services, via  
16 telephone, CONTRACTOR shall obtain prior written authorization from ~~the CM or~~  
17 ADMINISTRATOR.

18 3.9.4 It is mutually understood that there may be times when it  
19 is necessary for outside translation services to be provided on-site and in  
20 person versus translation services via telephone. CONTRACTOR shall obtain  
21 prior written authorization from ~~the referring regional office's Social~~  
22 ~~Services Supervisor II (SSSII)~~ ADMINISTRATOR to provide on-site translation  
23 services.

24 4. ADDITIONAL CONTRACTOR RESPONSIBILITIES

25 4.1 CONTRACTOR shall ensure a knowledgeable liaison, at no cost to  
26 COUNTY, be available on a daily basis to answer questions from WTW staff, to  
27 consult regarding specific cases, and provide additional information, as  
28 needed, to respond to questions about assessment reports and learning

1 disability evaluations, as well as address operational issues with COUNTY  
2 staff.

3 4.2 CONTRACTOR shall not charge COUNTY for ~~client~~ participant no shows  
4 ~~retesting or additional testing (except as provided in Subparagraph 5.2.3~~  
5 ~~below), re-assessments within six (6) months of original assessment, and~~  
6 ~~reschedules.~~ In addition, CONTRACTOR shall provide services at no additional  
7 charge to COUNTY for reschedules, or retesting, additional testing, or re-  
8 assessments within twelve (12) months of original assessment.

## 9 5. CASE RECORDS

10 5.1 CONTRACTOR shall maintain current and complete records for each  
11 participant referred and served under this Agreement as described in  
12 Subparagraph 3.1.9 of this Exhibit A.

13 5.2 At ADMINISTRATOR's discretion, CONTRACTOR shall use  
14 ADMINISTRATOR's Internet based computer information system to view client  
15 data. ADMINISTRATOR will provide sufficient training to CONTRACTOR regarding  
16 use of electronic case records on ADMINISTRATOR's Internet based computer  
17 information system. CONTRACTOR shall be responsible to provide all the  
18 necessary equipment for its staff to access ADMINISTRATOR's Internet based  
19 computer information system. CONTRACTOR shall inform ADMINISTRATOR of any  
20 employment terminations or new hires so that ADMINISTRATOR's Information  
21 Technology Services may take appropriate action regarding user names and  
22 passwords within two (2) business days of staff status changes.

## 23 6. ASSESSMENT SITES

24  
25 6.1 ~~Services under this Agreement shall be provided at each of the~~  
26 ~~following locations:~~ CONTRACTOR shall perform Vocational Assessment Services  
27 at COUNTY and/or other existing office locations on an as needed schedule, as  
28 specified by ADMINISTRATOR.

- CalWORKs North Region  
Sand Dollar Financial Plaza Office  
1240 S. State College Ste. 200  
Anaheim, CA 92806
- CalWORKs South Region  
23340 Moulton Parkway  
Laguna Hills, CA 92653
- CalWORKs West Region  
6100 Chip Avenue  
Cypress, CA 90630
- CalWORKs East Region  
1928 S. Grand Ave.  
Santa Ana, CA 92705

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

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

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

6.3 CONTRACTOR shall provide equal level of service in all locations identified in Subparagraph 6.1 above. ~~CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the location and number of facilities.~~

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## 7. REPORTS

### 7.1 Assessment Report

7.1.1 The ER Assessment report shall:

7.1.1.1 Include items identified in Subparagraphs 3.2



1 through 3.7 above and be developed in collaboration with ADMINISTRATOR for  
2 vocational assessment results.

3 7.1.1.2 Be submitted to ~~CM~~ WTW staff, in a format  
4 approved by ADMINISTRATOR, within seven (7) calendar days of completion of the  
5 vocational assessment.

6 7.1.1.3 Be written using language that can be easily  
7 understood by ~~CM~~ WTW staff.

8 7.1.1.4 Include a one (1) paragraph narrative regarding  
9 the assessor's verbal and/or non-verbal interactions with the participant, any  
10 relevant information the participant shares and specified needs for any of the  
11 assessments. If the participant is required to return for an additional day,  
12 the assessor shall document their commitment and willingness to return to  
13 finalize the assessment.

14 7.1.1.5 Identify the participant's employment goals in  
15 the most appropriate occupations using transferable skills. If the  
16 participant has experience or training in a field that is not suitable as an  
17 employment goal, an explanation shall be included in the report.

18 7.1.1.6 Identify the participant's prior training,  
19 experience, skills, vocational interests and goals, academic and vocational  
20 strengths and weaknesses, and three (3) occupational options (in demand  
21 locally with a competitive starting salary or promise in the near future of a  
22 competitive salary with an emphasis on those which offer a career ladder and  
23 competitive wages based on the County of Orange Occupational Outlook Report or  
24 similar report - see Subparagraph 3.4.5 above, for more information) that meet  
25 the needs of the individual and lead to self-sufficiency. This shall include  
26 specific next steps WTW staff can provide and share with the participant. For  
27 each of the occupational options, the assessment report shall include the  
28 probable wage range, pre-requisites for employment, and probability of

1 completing the employment goal. Non-traditional occupational choices shall be  
2 encouraged whenever appropriate.

3 7.1.1.7 Recommend an employment plan that specifies the  
4 necessary short-term vocational training and/or education, work experience,  
5 and/or community service that shall be needed to obtain the employment goals;  
6 and a timeline that identifies when the various phases of the employment plan  
7 should be completed with specific next steps outlined. When Where training is  
8 recommended, the assessor shall suggest the most expeditious training program  
9 available, in which the assessor has no conflict of interest. Recommendations  
10 for a short-term employment goal should be provided, whenever possible.

11 7.1.2 LD Evaluation Reports shall include the requirements  
12 specified in Subparagraph 3.8 above. In addition, the LD Evaluation report  
13 shall:

14 7.1.2.1 Indicate the presence of a learning disability,  
15 developmental disability, other psychological disability, or physical trauma;  
16 and

17 7.1.2.2 Include any necessary accommodations for  
18 training or employment.

19 7.1.3 Administrative Reports

20 CONTRACTOR shall submit a report to ADMINISTRATOR by the  
21 fifteenth (15<sup>th</sup>) calendar day of each month for the preceding month of services  
22 which will include, but not limited to, the following:

23 7.1.3.1 Participant's name;

24 7.1.3.2 ~~CalWIN number, or birth date~~ Case number;

25 7.1.3.3 Date vocational assessment was completed;

26 7.1.3.4 Date the written vocational assessment report  
27 was mailed to the CM submitted to WTW staff;

28 7.1.3.5 Name of assessor;

- 1                   7.1.3.6    Type of vocational assessment;
- 2                   7.1.3.7    Barriers identified;
- 3                   7.1.3.8    Number of referrals;
- 4                   7.1.3.9    Number of LD/DD identified;
- 5                   7.1.3.10   Number of no shows; and
- 6                   7.1.3.11   Number that did not complete the vocational
- 7                   assessment as referred by WTW staff.

8        8.        STAFFING REQUIREMENTS

9            8.1    ER Assessments shall be conducted by persons qualified by  
10           education and/or experience, preferably with a master’s degree in an  
11           employment counseling related field, to provide career counseling and  
12           guidance, vocational assessment, or career planning.    The minimum  
13           qualifications for the position are as follows:

14                8.1.1 Bachelor’s degree from an accredited college, including  
15                completion of at least fifteen (15) semester units in career counseling  
16                preparation, of which at least three (3) units must be in the areas of career  
17                planning, guidance principles and techniques, personality development,  
18                occupational and industrial information, tests and measurements, or other  
19                courses relating to career counseling preparation, or

20                8.1.2 Two (2) years of career counseling experience, including  
21                at least fifty (50) percent vocational counseling in a variety of occupational  
22                fields, and fifteen (15) semester units as specified above.

23            8.2    LD Evaluations shall be conducted by a person(s) qualified by  
24            education and experience to administer and score the testing instruments ~~as~~  
25            ~~well as~~ and adequately evaluate for the presence of a learning disability or  
26            developmental delay/disability.    The minimum qualifications for the position  
27            are as follows:

28                8.2.1 ~~Master’s of Arts or Master of Sciences~~ degree; and

1                    8.2.2 ~~Three (3) years experience in administering and evaluating~~  
2 ~~learning disability evaluations~~ Specialized training in administering testing  
3 instruments and evaluating participants for learning disabilities.

4                    8.3 A Learning Disability diagnosis shall be performed by an  
5 individual(s) qualified by education and experience to provide a diagnosis  
6 when formal documentation of an accommodation is needed, or the participant  
7 presents significant or multiple impairments. The minimum qualifications for  
8 the position are as follows:

9                    8.3.1 Licensed Clinical Social Worker(s) or Licensed Marriage  
10 and Family Therapist(s) who is qualified to provide verification of a learning  
11 disability exemption to the extent that they are licensed by the State of  
12 California and are specialized in diagnosing and treating learning  
13 disabilities.

14                    8.4 Individuals conducting assessments must be able to make  
15 recommendations consistent with the CalWORKs Program objectives, the local  
16 labor market outlook, and available educational and vocational training  
17 resources.

18                    ~~8.5 A knowledgeable liaison must be available on a daily basis to~~  
19 ~~respond to questions from COUNTY or CONTRACTOR staff about ER and LD~~  
20 ~~Evaluations and reports; as well as address operational issues with COUNTY~~  
21 ~~staff.~~

22                    ~~8.6 CONTRACTOR's employment application shall require applicants to~~  
23 ~~provide detailed information regarding the conviction of a crime by any court,~~  
24 ~~for offenses other than minor traffic offenses. Information not disclosed in~~  
25 ~~the employment application discovered subsequent to the hiring of any~~  
26 ~~applicant shall be cause for termination of that employee.~~

27                    ~~8.7 CONTRACTOR shall conduct criminal record background checks and~~  
28 ~~clearance prior to hiring all employees that will participate under this~~

1 ~~Agreement. Candidates will satisfy background checks consistent and~~  
2 ~~compatible with those required for COUNTY employees and other representatives~~  
3 ~~working in CalWORKs WTW programs.~~

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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 The specific goal of Vocational Assessment Services is to enhance~~  
24 ~~the TPS participant's ability to search for and retain unsubsidized employment~~  
25 ~~that leads to self sufficiency.~~ CONTRACTOR shall provide vocational  
26 assessment services that assess a participant's life skills by measuring  
27 educational level and barriers, employment interests, and employment skills  
28 and barriers; and generate occupational recommendations that can be used to

1 develop an individualized employment plan leading to self-sufficiency.

2 2.2 CONTRACTOR and TPS staff shall collaborate to meet the following  
3 annual performance goals:

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

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

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

13 3. SERVICES TO BE PROVIDED

14 3.1 General Requirements:

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

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

28 3.1.3 The assessment process shall be conducted in an

1 interactive and interesting manner. CONTRACTOR shall conduct outreach to  
2 participants that ensures the participants attend and complete the vocational  
3 assessment.

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

8 3.1.5 ~~Assessments~~ The assessment process shall be conducted in  
9 the appropriate language with staff available ~~who~~ that speak English, Spanish,  
10 and Vietnamese.

11 3.1.6 Assessments shall be completed within ~~a two (2) week~~  
12 ~~period~~ ten (10) working days from the initial referral for assessment the time  
13 CFS staff makes the initial referral. Each vocational assessment must take no  
14 more than one (1) day [eight (8) hours] to complete.

15 3.1.7 CONTRACTOR shall contact the TPS Social Worker, by  
16 telephone, within two (2) business days if a participant fails to appear for a  
17 scheduled assessment session.

18 3.1.8 CONTRACTOR shall develop procedures for scheduling all  
19 activities and maintaining accurate records of all services provided.

20 ~~3.1.9 CONTRACTOR shall coordinate the availability of a~~  
21 ~~qualified bilingual assessor to perform and interpret assessments by the end~~  
22 ~~of the months of September, December, March, and June of the contract term.~~

23 ~~3.1.10 CONTRACTOR shall maintain a file for each participant~~  
24 ~~served under the terms of this Agreement. The participant file shall include~~  
25 ~~a copy of the Vocational Assessment Report, Background Information form,~~  
26 ~~copies of all test results and results of vocational exploration, interest~~  
27 ~~inventories, and case notes documenting contact with the TPS Social Worker.~~

28 3.2 Services to be Provided:



1                   3.2.1    The assessment shall include the following:

2                   3.2.1.1    An inventory of participant's ~~vocational skills~~  
3 ~~and aptitudes; knowledge and abilities; and identification of personal social~~  
4 ~~traits and needs~~ educational history and present educational competency level,

5                   3.2.1.2    ~~The participant's educational and work history;~~  
6 ~~and present educational competency level;~~ Participant's work history and an  
7 inventory of his or her vocational skills and aptitudes; knowledge and  
8 abilities; and identification of personal-social traits and needs;

9                   3.2.1.3    Job-related values and attitudes;

10                  3.2.1.4    Local labor market information, based on the  
11 County of Orange Occupational reports. This information may be accessed via  
12 the following website: <http://www.labormarketinfo.edd.ca.gov>;

13                  3.2.1.5    Identification of at least three (3) ~~goals in~~  
14 ~~any combination of educational, vocational training, short term employment, or~~  
15 ~~long term employment;~~ occupational options, or employment goals, which are in  
16 local demand and the time it will take to achieve the goals. In addition the  
17 assessment shall provide an evaluation of the probability of achieving the  
18 goals given the participant's current and potential skills and the local labor  
19 market;

20                  3.2.1.6    The educational or English skill level needed to  
21 obtain employment in the recommended occupational field; and transferable  
22 skills related to the employment goals;

23                  3.2.1.7    Physical limitations ~~or other impairments~~ or  
24 mental conditions that limit the participant's ability for employment;

25                  3.2.1.8    Vision and color blindness tests as necessary;

26                  3.2.1.9    Evaluation of the participant's need for mental  
27 health/substance abuse and/or domestic ~~violence~~ abuse services; and

28                  3.2.1.10   Provision of resource materials and technical

1 assistance to the participant for career exploration activities.

2 3.2.2 Vocational assessments ~~shall be conducted the third (3<sup>rd</sup>)~~  
3 ~~Saturday of every month, from 8:00 a.m. to 1:00 p.m., for current and former~~  
4 ~~foster youth~~ must be conducted Monday through Saturday between the hours of  
5 9:00 a.m. and 5:00 p.m.; County holidays excluded. County holidays include  
6 New Year's Day, Martin Luther King Day, President Lincoln's Birthday,  
7 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day,  
8 Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

9 4. REPORTING REQUIREMENTS

10 4.1 The Vocational Assessment Report shall include:

11 4.1.1 Include items identified in Subparagraph 3.2 above, and  
12 be submitted to the TPS Social Worker, in a format approved by ADMINISTRATOR,  
13 within seven (7) calendar days of completion of the assessment.

14 4.1.2 Be written using language that can be easily understood  
15 by ~~TPS Social Worker~~ SSA Case Management staff.

16 4.1.3 Identify the participant's employment goals in the most  
17 appropriate occupations using transferable skills. If the participant has  
18 experience or training in a field that is not suitable as an employment goal,  
19 an explanation shall be included in the report.

20 4.1.4 Identify the participant's prior training, experience,  
21 skills, vocational interests and goals, academic and vocational strengths and  
22 weaknesses, and at least three (3) occupational options (in demand locally,  
23 based on the County of Orange Occupational Outlook Report or similar report -  
24 that meet the needs of the individual and lead to self-sufficiency (see  
25 Subparagraph 3.2.1.4 above for more information). For each of the  
26 occupational options, the assessment report shall include the probable wage  
27 range, pre-requisites for employment, and probability of completing the  
28 employment goal. Non-traditional occupational choices shall be encouraged

1 whenever appropriate.

2 4.1.5 Recommend an employment plan that specifies the necessary  
3 short-term vocational training and/or education that shall be needed to obtain  
4 the employment goals and a timeline that identifies when the various phases of  
5 the employment plan should be completed. Where training is recommended, the  
6 assessor shall suggest the most expeditious training program available in  
7 which the assessor has no conflict of interest. Recommendations for a short-  
8 term employment goal should be provided whenever possible.

9 4.2 A statistical report of Vocational Assessment Services provided to  
10 eligible participants must be submitted to ADMINISTRATOR on a monthly basis,  
11 on a form approved by ADMINISTRATOR.

12 5. ASSESSMENT SITE:

13 5.1 Services under this Agreement shall be provided at the following  
14 location:

15 Foster Assessment Center & Testing Service, Inc.  
16 50 S. Anaheim Blvd., Suite 251  
17 Anaheim, CA 92805

18 5.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to  
19 modify the location and/or number of facilities from which services shall be  
20 provided.

21 6. ~~ASSESSMENT PERSONNEL~~ STAFFING REQUIREMENTS

22 6.1 ~~Assessments shall be conducted in the appropriate language with~~  
23 ~~CONTRACTOR staff who speaks English, Spanish, and Vietnamese. All services~~  
24 must be culturally and linguistically responsive.

25 6.2 CONTRACTOR shall provide a bilingual English/Spanish assessor for  
26 at least one (1) of the TPS participant assessment dates scheduled on  
27 Saturdays during each quarter of the term of this Agreement.

28 6.3 Vocational assessments must be conducted by a person qualified by  
education or experience, preferably with a master's degree in employment

1 counseling or related field, and provide career counseling and guidance,  
2 assessment, or career planning. The minimum qualifications for the position  
3 are as follows:

4 6.3.1 Bachelor's degree from an accredited college, including  
5 completion of at least fifteen (15) semester units in career counseling  
6 preparation, of which at least three (3) units must be in the areas of career  
7 planning, guidance principles and techniques, personality development,  
8 occupational and industrial information, tests and measurements, or other  
9 courses relating to career counseling preparation, or

10 6.3.2 Two (2) years of career counseling experience, including  
11 at least fifty (50) percent vocational counseling in a variety of occupational  
12 fields, and fifteen (15) semester units as specified above.

13 6.4 Vocational assessment staff must have a general understanding of  
14 the TPS program, the local labor market outlook, and available educational and  
15 vocational training resources ~~specific to youth.~~

16 6.5 Training:

17 6.5.1 ~~CONTRACTOR shall be required to provide training to~~  
18 ~~COUNTY's TPS Social Workers on how to read and evaluate the assessment~~  
19 ~~reports, upon request by ADMINISTRATOR.~~ CONTRACTOR shall provide training to  
20 CFS program staff at no cost to COUNTY on reading, evaluating and interpreting  
21 assessment reports; in addition to providing information and guidance to TPS  
22 program staff on presenting and explaining the assessment process to  
23 participants.

24 6.6 CONTRACTOR staff designated by ADMINISTRATOR shall be expected to  
25 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.

2.3 CONTRACTOR shall identify issues with potential legal

1 implications, and review any such cases with ADMINISTRATOR prior to responding  
2 to the complaints.

3 2.4 CONTRACTOR shall provide to ADMINISTRATOR, in a form approved by  
4 ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's  
5 response to any complaints as described above within ten (10) working days of  
6 the complaint. CONTRACTOR shall provide a summary of all complaints and/or  
7 negative comments as prescribed and on a format approved by ADMINISTRATOR.  
8 Complaints include, but are not limited to, complaints from clients, other  
9 contract service providers, community organizations, and the public.

### 10 3. OUTSIDE CONTACTS

11 CONTRACTOR shall:

12 3.1 Immediately inform ADMINISTRATOR of any inquiry from an elected  
13 official, their representative, participant advocate, or the press, and  
14 immediately provide information in order to permit ADMINISTRATOR to respond.

15 3.2 Consult with ADMINISTRATOR prior to initiating contact with an  
16 elected official, their representative, participant advocate, or the press.

17 3.3 Inform ADMINISTRATOR prior to initiating contact with an elected  
18 official or their representative.

### 19 4. QUALITY CONTROL

20 4.1 CONTRACTOR shall establish and maintain a comprehensive Quality  
21 Control Plan, in a format approved by ADMINISTRATOR, to ensure requirements  
22 under this Agreement are met. The quality control plan shall include:  
23 Method for ensuring the services, deliverables, and requirements defined in  
24 this Agreement are being provided;

25 4.1.1 Method for assuring that the professional staff rendering  
26 services have the necessary qualifications;

27 4.1.2 Method for identifying and preventing deficiencies in the  
28 quality of service as defined by ADMINISTRATOR;

1 4.1.3 Method for providing ADMINISTRATOR with case reviews and a  
2 clear description of, and corrective action taken, to resolve identified  
3 problems;

4 4.1.4 Items/areas to be inspected on either a scheduled or  
5 unscheduled basis, how often inspections will be accomplished, and the title  
6 of the individual(s) who will perform the inspections;

7 4.1.5 Specific methods for identifying and preventing deficiencies  
8 in the quality of service performed, before the level of performance becomes  
9 unacceptable;

10 4.1.6 Maintenance of a file of all inspections conducted by  
11 CONTRACTOR and, if necessary, the corrective action taken; and

12 4.1.7 Method for continuing services in the event of a natural  
13 disaster.

14 4.2 CONTRACTOR shall jointly host regular coordination meetings with  
15 ADMINISTRATOR, WTW staff, and other contract partners to coordinate procedures  
16 and problem resolution.

## 17 5. PERFORMANCE MONITORING

18 5.1 CONTRACTOR's performance shall be monitored and reviewed by  
19 ADMINISTRATOR as part of an on-going evaluation of CONTRACTOR's performance.

20 5.2 ADMINISTRATOR may use a variety of inspection methods to evaluate  
21 CONTRACTOR's performance, including, but not limited to:

22 5.2.1 Inspection of CONTRACTOR's case files and applicable data  
23 reports to ensure compliance with performance requirements;

24 5.2.2 Random sampling of program activities including a review of  
25 case files each month;

26 5.2.3 Activity checklists and random observations;

27 5.2.4 Inspection of output items on a periodic basis as deemed  
28 necessary by ADMINISTRATOR;

1 5.2.5 COUNTY computer data system reports;

2 5.2.6 Participant complaints and/or participant questionnaires;

3 and

4 5.2.7 Service provider complaints or reports.

5 5.3 ADMINISTRATOR may require a corrective action plan when it is  
6 determined that services are performed unsatisfactorily during the review  
7 period. CONTRACTOR shall remedy the performance deficits within the time  
8 period specified in the corrective action plan.

9 5.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the  
10 information necessary for monitoring this Agreement, and with authorized State  
11 or Federal representatives who may audit program services.

12 5.5 Performance evaluation meetings will be conducted by ADMINISTRATOR  
13 as necessary.

14 6. VOCATIONAL ASSESSMENTS DISPUTE

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

18 7. THIRD PARTY VOCATIONAL ASSESSMENTS

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

23 8. INCOMPLETE VOCATIONAL ASSESSMENTS

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



1 shall evaluate and make the final decision.

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