

AMENDMENT ONE TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
FOSTER ASSESSMENT CENTER & TESTING SERVICES, INC.
FOR THE PROVISION OF
WELFARE-TO-WORK ASSESSMENT SERVICES

THIS AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number WJB0519 between the parties hereto, hereinafter referred to as the "Agreement" and is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and FOSTER ASSESSMENT CENTER & TESTING SERVICES, INC., "FACTS," a California corporation, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to individually as "Party" and collectively as "the Parties."

W I T N E S S E T H

WHEREAS, on July 1, 2020, COUNTY and CONTRACTOR entered into an Agreement for the provision of Assessment services, for the term of July 1, 2020, through June 30, 2023;

WHEREAS, COUNTY desires to renew the Agreement for an additional two (2) years from July 1, 2023, through June 30, 2025; amend Paragraph 1 and Subparagraph 21.1 of the Agreement; and amend Subparagraph 5.2 of Exhibit A of the Agreement;

WHEREAS, CONTRACTOR agrees to such extension and to continue to provide such services under the terms and conditions set forth in this Agreement; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Paragraph 1 of the Agreement is hereby amended to read as follows:

1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would

normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. Subparagraph 21.1 of the Agreement is hereby amended to read as follows:

21.1 Maximum Contractual Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$2,995,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

- 21.1.1 \$599,000 for July 1, 2020, through June 30, 2021;
- 21.1.2 \$599,000 for July 1, 2021, through June 30, 2022;
- 21.1.3 \$599,000 for July 1, 2022, through June 30, 2023;
- 21.1.4 \$599,000 for July 1, 2023, through June 30, 2024; and
- 21.1.5 \$599,000 for July 1, 2024, through June 30, 2025.

3. Subparagraph 5.2 of Exhibit A of the Agreement is hereby amended to read as follows:

5.2 For the period of July 1, 2021, through June 30, 2025:

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

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

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

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

4. The Parties agree that separate copies of this Amendment may be signed by each of the Parties, and this Amendment will have the same force and effect as if the original had been signed by all Parties.
5. All other terms and conditions of the Agreement shall remain the same and in full force and in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment One to Agreement on the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor:

Andrea Foster

CEO

Print Name

Title

DocuSigned by:
Andrea Foster
FFF33FC501E948C...

1/17/2023 | 4:24:33 PM PST

Signature

Date

Katie Foster

COO

Print Name

Title

DocuSigned by:
Katie Foster
4153FC72CEC24AB...

1/17/2023 | 4:26:29 PM PST

Signature

Date

County of Orange, a political subdivision of the State of California

Deputized Designee Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

Date

APPROVED AS TO FORM

COUNTY COUNSEL

COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost

Print Name

Deputy County Counsel

Title

DocuSigned by:
Carolyn Frost
D3AB98D76D0B425...

1/24/2023 | 2:48:36 PM PST

Signature

Date