

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 AGREEMENT, entered into this 1st day of July 2020, which date is particularized for purpose of reference only,~~ 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." ~~This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."~~ COUNTY and CONTRACTOR may be referred to individually as "Party" and collectively as "the Parties."

WITNESSETH:

WHEREAS, on July 1, 2020, COUNTY ~~desires to contract with~~and CONTRACTOR entered into an Agreement for the provision of Assessment services; ~~and, 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 ~~render~~such extension and to continue to provide such services ~~on~~under the terms and conditions ~~hereinafter~~ set forth; ~~and~~

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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~~1. TERM~~

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, ~~2023~~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. ALTERATION OF TERMS~~

~~2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.~~

2. The various headings, numbers, and organization herein are for the purpose of convenience only and Subparagraph 21.1 of the Agreement is hereby amended to read as follows:

21.1 Maximum Contractual Obligation

~~2.2 The maximum funding obligation of COUNTY under this Agreement shall not limit or otherwise affect the Agreement.~~

~~3. STATUS OF CONTRACTOR~~

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

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

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employees.

4. ~~DESCRIPTION OF SERVICES~~

4.1 ~~CONTRACTOR agrees to provide those services, facilities, equipment, and supplies for the Provision of Vocational Assessment Services as described in Exhibit A to the Agreement, attached hereto and incorporated herein by reference.~~

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

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

5. ~~LICENSES AND STANDARDS~~

5.1 ~~CONTRACTOR warrants that it and its personnel, described in Paragraph of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).~~

5.2 ~~In the performance of this Agreement, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all~~

~~administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.~~

~~5.2.1 — FOR FEDERALLY FUNDED AGREEMENTS IN exceed the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.~~

~~6. — DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP~~

~~6.1 — Delegation and Assignment~~

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

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

~~6.2 — Change of Ownership~~

~~CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY.~~

~~7. — SUBCONTRACTS~~

~~7.1 — CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be~~

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1 provided to ADMINISTRATOR. ~~CONTRACTOR shall include in each subcontract any provision~~
2 ~~ADMINISTRATOR may require.~~

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5 7.1.1— ~~Subcontracts of \$50,000 or less~~

6 7.1.1.1— ~~CONTRACTOR shall develop a standard form Purchase Order,~~
7 ~~subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services~~
8 ~~by CONTRACTOR when the cumulative total cost of the services to be provided by any~~
9 ~~organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this~~
10 ~~Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of~~
11 ~~providing services or the usual and customary charges established by the organization(s) providing~~
12 ~~the services.~~

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18 7.1.2— ~~Subcontracts in excess of \$50,000~~

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

28 7.1.2.2— ~~Upon ADMINISTRATOR's approval of CONTRACTOR's~~
~~proposed procurement system, CONTRACTOR shall comply with such procurement system in~~
~~obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the~~
~~term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written~~
~~consent prior to entering into a subcontract with any organization when the total cumulative cost~~
~~of services to be provided by that organization is anticipated to exceed fifty thousand dollars~~
~~(\$50,000) during the term of this Agreement.~~

7.1.2.3— ~~CONTRACTOR and its subcontractor(s) shall establish and~~

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~~maintain accurate and complete financial records related to services provided under the terms of this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.~~

8. ~~FORM OF BUSINESS ORGANIZATION/NAME CHANGE~~

8.1 ~~Form of Business Organization~~

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

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

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

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

8.2 ~~Change in Form of Business Organization~~

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

8.3 ~~Name Change~~

~~CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. While CONTRACTOR is required to provide name change information without~~

prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

9. USE OF COUNTY PROPERTY

9.1 CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility, to provide services under this Agreement. CONTRACTOR shall enter into a rent free license agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions of said agreement upon ADMINISTRATOR'S presentation of said document to CONTRACTOR. Failure to execute the license agreement will result in a breach of this Agreement.

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

10. NON DISCRIMINATION

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

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

10.3 Non-Discrimination in Employment

10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in

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~~Department of Labor regulations (Title 41 CFR Part 60).~~

~~10.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.~~

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

- ~~———— California Department of Fair Employment~~
- ~~———— 2218 Kausen Drive, Suite 100~~
- ~~———— Elk Grove, CA 95758~~
- ~~Telephone: ——— (800) 884-1684~~
- ~~(800) 700-2320 (TTY)~~

~~10.4 Non-Discrimination in Service Delivery~~

~~10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment~~

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

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

~~10.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs" (PUB-13)~~

~~10.4.2.2 Discrimination Complaint Form~~

~~10.4.2.3 Civil Rights Contacts:~~

~~_____ County Civil Rights Contact:
_____ Orange County Social Services Agency
_____ Program Integrity
_____ Attn: Civil Rights Coordinator
_____ P.O. Box 22001
_____ Santa Ana, CA 92702-2001
_____ Telephone: (714) 438-8877
_____ State Civil Rights Contact:
_____ California Department of Social Services
_____ Civil Rights Bureau
_____ P.O. Box 944243, M.S. 15-70
_____ Sacramento, CA 94244-2430
_____ Federal Civil Rights Contact:
_____ U.S. Department of Health and Human Services
_____ Office of Civil Rights
_____ 50 U.N. Plaza, Room 322
_____ San Francisco, CA 94102~~

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

~~10.4.3.1 (Pub 470 - Your rights Under Adult Protective Services)~~

~~10.4.3.2 (Pub 13 - Your Rights Under California Welfare Programs)~~

~~10.4.3.3 (SSA Contractor and Vendor Compliance page)~~

~~11. NOTICES~~

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

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

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

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

~~12. NOTICE OF DELAYS~~

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

~~13. INDEMNIFICATION~~

~~13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.~~

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~~If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.~~

~~14. — INSURANCE~~

~~14.1 — Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.~~

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

~~14.3 — All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity~~

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~~provision(s) in the Agreement, agrees to all of the following:~~

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

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

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

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

~~14.5 Qualified Insurer~~

~~14.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).~~

~~14.6 If the insurance carrier does not have an A.M. Best Rating of A/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.~~

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

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~~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~~

~~Network Security & Privacy Liability~~ ~~\$1,000,000 per claims made~~

~~Professional Liability Insurance~~ ~~\$1,000,000 per claims made~~
~~\$1,000,000 aggregate~~

~~14.8 — Required Coverage Forms~~

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

~~14.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.~~

~~14.9 — Required Endorsements~~

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

~~14.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.~~

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

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

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

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

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

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

~~14.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.~~

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

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

~~14.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph of this Agreement.~~

~~14.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,~~

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~~award may be made to the next qualified Contractor.~~

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

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

~~14.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.~~

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

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

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

~~15.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.~~

~~15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.~~

~~15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.~~

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~~15.5— Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement.~~

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

~~16.— CONFLICT OF INTEREST~~

~~16.1— CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The CONTRACTOR’s efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.~~

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

~~17.— ANTI-PROSELYTISM PROVISION~~

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

~~18.— SUPPLANTING GOVERNMENT FUNDS~~

~~CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement.~~

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

~~19. EQUIPMENT~~

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

~~CONTRACTOR further agrees to the following:~~

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

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

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

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

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

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

~~19.3—Computer Equipment~~

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

~~19.4—Use of COUNTY Computer Equipment~~

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

~~20.—BREACH SANCTIONS~~

~~20.1—Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies~~

available at law, in equity, or otherwise specified in this Agreement:

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

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

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

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

~~21. PAYMENTS~~

~~21.1 Maximum Contractual Obligation~~

~~The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,797,995,000, 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; and~~

~~21.1.3 \$599,000 for July 1, 2022, through June 30, 2023-;~~

~~21.2 Allowable Costs and Usage~~

~~21.2.1 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, the following rate~~
~~21.1.4 \$599,000 for each completed Assessment:~~

~~Employment Readiness Assessment \$386~~

~~Learning Disability Evaluation \$650~~

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

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

~~21.2.3 \$1.35/per minute~~

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

~~21.3—Claims~~

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

~~21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph of this Agreement.~~

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

~~21.3.4 Year End and Final Claims~~

~~During each COUNTY fiscal year, July 1, 2023, through June 30, covered under the term of this Agreement, COUNTY may establish two (2) billing periods (June 1st through June 15th and June 16th through June 30th) for the month of June which shall require CONTRACTOR submit separate invoice claims for each billing period. In the event COUNTY determines a need for two (2) billing periods during any or all COUNTY fiscal years, COUNTY will provide written notification to CONTRACTOR by the 15th of May of each corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines. 2024; and~~

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~~21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.~~

~~21.3.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 48 CFR Section 31.2, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.~~

~~22. OVERPAYMENTS~~

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

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~~23. — OUTSTANDING DEBT~~

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

~~24. — FINAL REPORT~~

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

~~25. — RECORDS, INSPECTIONS, AND AUDITS~~

~~25.1 — Financial Records~~

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

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

~~25.2 — Client Records~~

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

~~25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR~~

1 requests and COUNTY provides written approval for the right to store the records in another
2 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
3 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
4 accordance with Subparagraph.
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8 25.2.3 COUNTY may refuse payment for a claim if client records are determined
9 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
10 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
11 overpayment within the provisions of this Agreement.
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14 25.3 Public Records

15 To the extent permissible under the law, all records, including, but not limited to,
16 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
17 be subject to public disclosure. COUNTY will not be liable for any such disclosure.
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20 25.4 Inspections and Audits

21 25.4.1 The U.S. Department of Health and Human Services, Comptroller General
22 of the United States, Director of CDSS, State Auditor General, ADMINISTRATOR, COUNTY's
23 Auditor Controller and Internal Audit Department, or any of their authorized representatives, shall
24 have access to any books, documents, papers, and records, including medical records, of
25 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all
26 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate
27 the work performed or being performed under this Agreement and the premises in which it is being
28 performed.

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

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

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

~~25.5 — Evaluation Studies~~

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

~~26. — PERSONNEL DISCLOSURE~~

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

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

~~26.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;~~

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

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

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

~~26.3 — Where authorized by law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Agreement.~~

~~26.4 — Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,~~

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~~a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website () and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).~~

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

~~26.6—CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs and are completed prior to CONTRACTOR's Personnel providing services under this Agreement.~~

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

~~26.8—CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.~~

~~26.9—CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to~~

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~~provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph above.~~

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

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

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

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

~~27. EMPLOYMENT ELIGIBILITY VERIFICATION~~

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

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~~28. — CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING~~

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

~~29. — NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW~~

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

~~30. — CONFIDENTIALITY~~

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

~~30.2 — All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any~~

~~such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement.~~

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

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

~~31.— SECURITY~~

~~31.1— Security Requirements~~

~~31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:~~

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

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

~~31.1.1.3— Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.~~

~~31.1.1.4— Firewall protection.~~

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

~~31.1.1.6— Measures to securely store all COUNTY data, including, but not~~

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~~be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.~~

~~31.2 — Security Breach Notification~~

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

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

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

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

~~31.2.2 The COUNTY, in its sole discretion and on a case by case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event~~

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~~COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.~~

32. ~~COPYRIGHT ACCESS~~

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

33. ~~WAIVER~~

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

34. ~~SERVICES DURING AN EMERGENCY AND/OR DISASTER~~

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

~~34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalent~~

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~~(FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.~~

~~34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions, however, referrals will only be scheduled to the point of safe utilization as determined by local authorities. Compensation of services provided during or after an emergency/disaster shall be calculated by the same unit rates that apply during non-emergency/disaster conditions. Additional profit margin as a result of providing services during an emergency or disaster shall not be permitted.~~

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

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

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

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

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

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

~~35.2.3.1 Any commercial product or service; and~~

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

~~35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,~~

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~~or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at:~~

~~36. REPORTS~~

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

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

~~37. ENERGY EFFICIENCY STANDARDS~~

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

~~38. ENVIRONMENTAL PROTECTION STANDARDS~~

~~CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:~~

~~38.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;~~

~~38.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and~~

~~38.3— It will notify COUNTY and EPA about any known violation of the above laws and regulations.~~

~~39.— CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS~~

~~39.1— CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that cites the following:~~

~~39.1.1 The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph B of this certification.~~

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

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

~~39.1.2.2— If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his~~

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~~or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and~~

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

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

~~40.— POLITICAL ACTIVITY~~

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

~~41.— TERMINATION PROVISIONS~~

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

~~41.2— For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement (“Transition Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,~~

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~~and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.~~

~~41.3 In the event of termination of this Agreement, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.~~

~~41.4 The obligations of COUNTY under this Agreement are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.~~

~~41.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.~~

~~42. GOVERNING LAW AND VENUE~~

~~This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole~~

~~and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.~~

~~43. SIGNATURE IN COUNTERPARTS~~

~~43.1 The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.~~

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

~~##~~

~~##~~

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

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

~~Dated: _____ Dated: _____~~

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

~~Dated: _____~~

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

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~~ROBIN STIELER
Clerk of the Board
Orange County, California~~

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

~~By: _____
_____ DEPUTY~~

~~Dated: _____~~

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
FOSTER ASSESSMENT CENTER & TESTING SERVICES
FOR THE PROVISION OF
WELFARE TO WORK ASSESSMENT SERVICES

1. ~~POPULATION TO BE SERVED~~

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

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

2. ~~HOURS OF OPERATION~~

2.1 ~~CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.~~

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

~~2.3 — CONTRACTOR shall offer expanded hours (such as Saturdays and evenings) by special request to facilitate Client attendance.~~

~~3. — DEFINITIONS~~

~~3.1 — CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California Welfare and Institutions Code, Section 11200 et seq.~~

~~3.2 — CalWORKs 2.0: An approach which focuses on helping people set and achieve their goals, which requires an environment with flexibility and a shift from a directive case management to a customer led management focused on goals.~~

~~3.3 — Welfare To Work (WTW): A mandated program under the CalWORKs Act, which requires non-exempt parents or caretakers in families on CalWORKs assistance to meet work requirements by participating in WTW Activities, with a goal of unsubsidized employment leading to self-sufficiency.~~

~~3.4 — CalWORKs WTW Case Manager (CM): An employee of ADMINISTRATOR or COUNTY's Case Management contractor who provides case management services to CalWORKs WTW Clients.~~

~~3.5 — Job Services: Activities that provide the Client with training to learn job seeking skills, interviewing skills, understand employer expectations, and learn skills that enhance the Client's move to self-sufficiency.~~

~~3.6 — Barriers to Employment: Circumstances that interfere with WTW participation, employment, or Job Services.~~

~~3.7 — Client(s): A recipient of CalWORKs financial assistance benefits who has voluntarily enrolled, or is required to participate, in the WTW program pursuant to State regulations.~~

~~3.8 — Supportive Services: Payments provided to or on behalf of WTW Clients for ancillary, child care, and/or transportation expense costs.~~

~~3.9 — Assessment: An evaluation of employability and the need for Support Services, which takes into consideration work history, employment knowledge, skills, abilities, education,~~

local labor market conditions, physical limitations, and behavioral conditions.

~~3.10 Welfare To Work (WTW) Activities: A list of allowable WTW Activities to which the Client may be assigned in accordance with the State of California WIC, Section 11320 et seq., and the Orange County CalWORKs Plan.~~

~~3.11 Welfare To Work (WTW) Plan: A plan developed by the CM and the Client that specifies which activities the Client shall engage in, and the Supportive Services to be provided that support participation in the assigned activities.~~

~~3.12 Welfare To Work (WTW) Staff: ADMINISTRATOR's staff and other contracted staff with the authority to refer Clients for services as defined by COUNTY policy.~~

~~4. GOALS~~

~~4.1 The primary goals of WTW Assessment Services are to:~~

~~4.1.1 Provide Assessment services that assess the Client's employment potential by identifying strengths and barriers to employment;~~

~~4.1.2 Generate occupational and/or educational recommendations that can be used to develop an individualized employment plan; and~~

~~4.1.3 Foster family well being by placing individuals in high paying and high demand jobs with appropriate support, where they will earn enough or consistently progress toward higher earnings to be considered self-sufficient and leave the program.~~

~~5. OUTCOME OBJECTIVES~~

~~CONTRACTOR shall meet the following outcomes annually:~~

~~For 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, 2020 through June 30, 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 ~~eighty-five~~ninety percent (85~~90~~%) of completed Assessment reports will be submitted to SSA within three (3) business days of completion.

~~5.1 — For the period of July 1, 2021 through June 30, 2023:~~

~~5.1.1 — 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.~~

~~5.1.1.1 — 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.~~

~~5.1.1.2 — Contact attempts shall be made on three (3) varying days and times for one hundred percent (100%) of these Clients.~~

~~5.1.2 — A minimum of ninety percent (90%) of completed Assessment reports will be submitted to SSA within three (3) business days of completion.~~

~~6. — SERVICES TO BE PROVIDED~~

~~6.1 — General Requirements:
CONTRACTOR shall:~~

~~6.1.1 — Conduct Assessment Service activities with Clients. One-on-one activities with any Clients will be performed in an area that is visible to COUNTY staff or CONTRACTOR’s staff at all times. CONTRACTOR shall not engage in any unsupervised one-on-one activities with any Clients.~~

~~6.1.2 — Conduct outreach designed to provide the best probability that the Client attends and completes the Assessment as referred by WTW Staff. Outreach efforts shall include, but not be limited to, text messaging, email, telephone calls, and US mail.~~

~~6.1.3 — Utilize Assessment processes that are interactive and encourage client participation.~~

~~6.1.4—Ensure Assessments are sensitive to literacy, language, and socio-cultural factors that may impact the quality of the Assessment process.~~

~~6.1.5—Evaluate for behavioral health, physical disabilities, mental disabilities, and identify the presence of substance abuse, physical abuse, and domestic abuse. If the Assessment identifies behavioral health, physical, and mental disabilities, the presence of substance abuse, physical abuse, and/or domestic abuse, CONTRACTOR shall immediately notify WTW Staff and comply with the requirements of Paragraph of this Agreement, if necessary.~~

~~6.1.6—Contact WTW Staff by telephone, the same day, if a Client fails to appear for a scheduled Assessment session.~~

~~6.1.7—Ensure a knowledgeable liaison is available on a daily basis, at no cost to COUNTY. The liaison shall communicate with WTW Staff to answer questions, provide additional information regarding specific cases, and respond to questions about Assessment reports, Learning Disability (LD) evaluations, and operational issues.~~

~~6.1.8 Not charge COUNTY for Client no shows. Additionally, CONTRACTOR shall provide services at no additional charge to COUNTY for rescheduling, retesting, additional testing, or re Assessments within twelve (12) months of the original Assessment.~~

~~6.1.9—Provide training to WTW Staff, as requested by, and at no cost to the County, on reading, evaluating, and interpreting Assessment reports.~~

~~6.1.10 Provide information and guidance to WTW Staff presenting and explaining the Assessment process to Clients.~~

~~6.1.11 Coordinate with WTW Staff making referrals for Assessment Services.~~

~~6.1.12 Conduct Assessment Services for Clients who have learning, mental, or physical disabilities that require additional testing.~~

~~6.1.13 Utilize Assessment instruments capable of being administered in English, Spanish, Farsi, and Vietnamese. An appropriate variety of hands-on work samples and non-~~

verbal testing should be provided to assess Clients whose primary language is other than English, Spanish, Farsi, or Vietnamese, as required by ADMINISTRATOR, at no additional cost to the County.

~~6.1.14 Use technology to administer Assessment instruments, as appropriate.~~

~~6.1.15 Utilize Assessment tools that include the use of multiple sources to obtain valid information (e.g., personal interviews, work simulation samples, on-site behavioral observations, and computer assisted inventories).~~

~~6.1.16 CONTRACTOR may utilize new testing materials throughout the Agreement term by obtaining written approval from the County.~~

~~6.1.17 Maintain a file for each Client served under the terms of this Agreement. The Client file shall include a copy of any written correspondence, pre-Assessment information, activities agreement, Assessment report, and any other documented communication with the Client and/or WTW Staff.~~

~~6.1.18 In the event of Client noncompliance with WTW program requirements, as determined by WTW Staff, make an assessor available to testify at Client's WTW appeal hearings upon reasonable notice.~~

~~7. MEETINGS AND TRAININGS~~

~~7.1 CONTRACTOR may be required to attend quarterly meetings with the County, other County contracted service providers, educational groups, and occasionally conduct staff tour/site visits, as required by ADMINISTRATOR.~~

~~7.2 CONTRACTOR shall be expected to participate in meetings and training as required by ADMINISTRATOR.~~

~~7.3 Assessments~~

~~CONTRACTOR shall conduct Assessments that include:~~

~~7.3.1 A one on one interview, which shall include the identification and/or verification of appropriate educational, training, and employment goals.~~

~~7.3.2 Client's career interests, skills, abilities beyond basic academic achievement, experience, identification of an employment goal, employability, and readiness for~~

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job placement.

~~7.3.3 Client's educational history and present educational competency level, including Assessment of academic abilities and cognitive functioning.~~

~~7.3.4 Client's work history and an inventory of his or her vocational skills and aptitudes, knowledge and abilities, and identification of personal social traits, needs, and aspirations for change.~~

~~7.3.5 Evaluation of Client's problem solving skills, how much supervision Client requires, and whether the Client is physically able to do the job.~~

~~7.3.6 Client's job-related values and attitudes.~~

4. ~~An evaluation of the chances of employment given the current skills of the Client and local labor market condition, based on the~~ *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:

_____	_____
<i>Print Name</i>	<i>Title</i>
_____	_____
<i>Signature</i>	<i>Date</i>
_____	_____
<i>Print Name</i>	<i>Title</i>
_____	_____
<i>Signature</i>	<i>Date</i>

~~7.3.7—County of Orange Occupational Outlook Report, or similar report. This information may be accessed via the following website:~~

~~7.3.8—Identification of three (3) occupational options or employment goals which are in local demand, the time it will take to achieve the goals, and an evaluation of the probability of achieving the goals given the Client’s current and potential skills and the local labor market.~~

~~7.3.9—The Client’s challenges, including the need for supportive services, in order to obtain the greatest benefit from the employment and training services offered under CalWORKs.~~

~~7.3.10—Identification of challenges to employment, including physical limitations or mental conditions, that limit the Client’s ability for employment or participation in WTW activities.~~

~~7.3.11 Identification of available resources to complete the WTW Plan.~~

~~7.3.12 Vision and color blindness tests, if necessary.~~

~~7.3.13 Identification of mental health/substance abuse and/or domestic abuse issues. If the existence of any of these issues becomes known to the assessor during the Assessment process by client disclosure or other means, the assessor will include this information in the Assessment results provided to ADMINISTRATOR.~~

~~7.3.14 Resource materials and technical assistance provided to the Client for career exploration activities.~~

~~7.3.15 Comparison of current competencies and skill levels with training programs and/or job requirements and recommendation to appropriate basic education, short-term vocational training, or other WTW approved training programs.~~

~~7.3.16 Other relevant information gathered during the appraisal.~~

~~7.3.17 An exit conference conducted between the Client and the assessor. The conference shall include, but not be limited to: the likelihood of successful and continued participation in the WTW program, and an explanation on how education and/or training would assist the Client in their current situation. CONTRACTOR shall engage the Client by matching his or her goals and outlook for the future with recommendations that will lead to employment and self-sufficiency.~~

~~7.4 — Learning Disability (LD) Assessments:
CONTRACTOR shall:~~

~~7.4.1 Include the formal identification of the specific nature of a learning disability and/or co-existing disorder that could extend beyond the testing and measurement of aptitudes, performance, and vocational interests associated with an Assessment.~~

~~7.4.2 Include documentation of an accommodation if needed, or if the Client presents significant or multiple impairments, a diagnosis will be included as part of the LD Assessment.~~

~~7.4.3 Be able to evaluate English and non-English speaking Clients with suspected learning disabilities.~~

~~7.4.4—Include a description of the learning disability, developmental disability, physical disability or limitation, appropriate employment opportunities, and any necessary accommodations.~~

~~7.5—LD Assessment instruments that evaluators may use include, but are not limited to, the following areas:~~

~~7.5.1—Aptitudes/information processing, e.g., Wechsler Adult Intelligence Scale (WAIS), Woodstock Johnson;~~

~~7.5.2—Achievement, e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), Nelson Denny (reading); and~~

~~7.5.3—Vocational interest, as needed, to assist in the development of the welfare-to-work plan.~~

~~7.6—Translation Services~~

~~7.6.1—Translation services will be provided to ADMINISTRATOR's Clients that are non-English proficient. The referral for services will indicate the primary language of the Client.~~

~~7.6.2—CONTRACTOR shall utilize their own staff for translation services at no additional cost to COUNTY, prior to utilizing outside translation services.~~

~~7.6.3—CONTRACTOR shall provide in-house translation services for the following languages: English, Spanish, Vietnamese, and Farsi. CONTRACTOR shall interpret and translate, if requested, all communication between ADMINISTRATOR's staff and Clients.~~

~~7.6.4—Outside translation services via telephone will be utilized for those Clients whose primary language is other than those listed in Subparagraph or any other language in which the CONTRACTOR's staff are not fluent. When the Client exhibits the need for outside translation services, the CONTRACTOR shall obtain prior written authorization from ADMINISTRATOR to allow WTW Staff the opportunity to provide the translation services.~~

~~7.6.5—Should it be determined that it is necessary for outside translation services to be provided on-site and in person versus translation services via telephone, CONTRACTOR~~

1 shall obtain prior written authorization from the referring regional office's Social Services
2 Supervisor II to provide on-site translation services. Outside translation services will be charged
3 at the rate provided in Section.
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6 7.6.6 ~~CONTRACTOR~~ and ~~CONTRACTORS's~~ employees
7 (interpreters/translators) shall be able to communicate fluently and effectively in both English
8 and the language of which interpretation/translation services are being provided.
9

10 8. ~~REPORTS~~

11 8.1 ~~CONTRACTOR shall:~~

12 8.1.1 ~~Include items identified in Subparagraph through and be developed in~~
13 ~~collaboration with ADMINSTRTOR staff for Assessment results.~~
14

15 8.1.2 ~~Be submitted to CM, in a format approved by ADMINISTRATOR, within~~
16 ~~three (3) bussiness days of completion of the Assessment.~~
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18 8.1.3 ~~Be written using clear, expressive language that can be easily understood~~
19 ~~by the CM.~~
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21 8.1.4 ~~Include a one (1) paragraph narrative regarding the assessor's verbal~~
22 ~~and/or non-verbal interactions with the Client, any relevant information the Client shares, and~~
23 ~~specific needs for any of the Assessments. If the Client was required to return for an additional~~
24 ~~day, the assessor will document the Client's commitment and willingness to return to finalize~~
25 ~~the Assessment.~~
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27 8.1.5 ~~Identify the Client's employment goals in the most appropriate~~
28 ~~occupations using transferable skills. If the Client has experience or training in a field that the~~
~~CONTRACTOR determines does not translate into an employment goal, an explanation will be~~
~~included in the report. CONTRACTOR shall provide multiple job recommendations in the~~
~~report.~~

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

~~8.1.7 Include concrete steps CM can share with the Client. For each of the occupational options, the Assessment report will include the probable wage range, pre-requisites for employment, and probability of completing the employment goal.~~

~~8.1.8 Recommend an employment plan that specifies the necessary short-term vocational training and/or education, work experience, and/or community service that will be needed to obtain the employment goals, and a timeline that identifies when the various phases of the employment plan should be completed with specific next steps outlined. Where training is recommended, the assessor will suggest the most expeditious training program available, in which the assessor has no conflict of interest.~~

~~8.1.9 Incomplete Assessment reports, as determined by WTW Staff, will be returned to CONTRACTOR for completion of the report and/or the Assessment at no additional cost to COUNTY. In the event of a dispute between WTW Staff and CONTRACTOR regarding the completion of the Assessment report, ADMINISTRATOR will evaluate and make the final decision.~~

~~8.2 Monthly Administrative Reports~~

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

~~8.2.1 Client's name;~~

~~8.2.2 Case Number;~~

~~8.2.3 Date Assessment was completed;~~

~~8.2.4 Date the written Assessment report was submitted to WTW Staff;~~

~~8.2.5 Name of assessor;~~

~~8.2.6 Type of Assessment services;~~

~~8.2.7 Number of referrals;~~

~~8.2.8 Recommendations;~~

~~8.2.9 Number of LD/developmentally disabled Clients identified;~~

~~8.2.10 Number of no shows; and~~

~~8.2.11 Number of Clients that did not complete the Assessment as referred by~~

WTW Staff.

~~9. CASE RECORDS~~

~~9.1 CONTRACTOR shall maintain current and complete records for each Client referred and served under this Agreement as described in Subparagraph of this Exhibit A.~~

~~9.2 At ADMINISTRATORS's discretion, CONTRACTOR shall use ADMINISTRATOR's Internet based computer information system to view Client data. ADMINISTRATOR will provide sufficient training to CONTRACTOR regarding use of electronic case records on ADMINISTRATOR's Internet based computer information system. CONTRACTOR shall be responsible to provide all the necessary equipment for its staff to access ADMINISTRATOR's Internet based computer information system. CONTRACTOR shall inform ADMINISTRATOR of any employment terminations or new hires so that ADMINISTRATOR's Information Technology Services may take appropriate action regarding user names and passwords within two (2) business days of staff status changes.~~

~~10. FACILITIES~~

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

~~Laguna Hills Regional Center
CalWORKs South Region
23340 Moulton Parkway
Laguna Hills, CA 92653~~

~~Cypress Regional Center
CalWORKs West Region
6100 Chip Avenue
Cypress, CA 90630~~

~~Santa Ana Regional Center
CalWORKs East Region
1928 Grand Avenue
Santa Ana, CA 92705~~

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~~10.1 — Only CalWORKs WTW Clients referred by WTW Staff shall be provided services at the above locations.~~

~~10.2 — Services may be provided on an as needed basis, as determined by COUNTY, at the following location:~~

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

~~10.2.1 CONTRACTOR shall provide parking spaces for Clients' free and exclusive use. In addition to these parking spaces, CONTRACTOR shall also provide parking for disabled persons in accordance with the ADA, and any other rules or statutes relating to parking for disabled persons.~~

~~10.2.2 CONTRACTOR shall maintain any facilities in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended. CONTRACTOR shall provide all repair, maintenance, and janitorial services to all premises on a five-day per week basis, subject to the satisfaction of the ADMINISTRATOR. If the CONTRACTOR fails to provide satisfactory repair, maintenance, and janitorial services to the premises, the ADMINISTRATOR may notify CONTRACTOR in writing. Failure to comply may result in breach of contract.~~

~~11. — STAFF~~

~~11.1 — Staff conducting Assessments shall make recommendations consistent with the CalWORKs Program Objectives, the local labor market outlook, and available educational and vocational training resources. CONTRACTOR's staff shall have no conflict of interest in the recommendations made.~~

~~11.2 — Assessments shall be conducted by persons qualified by education and/or experience, preferably with a master's degree in an employment counseling related field, to provide career counseling and guidance, vocational Assessment, or career planning. The minimum qualifications for the position are as follows:~~

~~11.2.1 Bachelor's degree from an accredited college, including completion of at~~

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least fifteen (15) semester units in career counseling preparation, of which at least three (3) units must be in the areas of career planning, guidance principles and techniques, personality development, occupational and industrial information, tests and measurements, or other courses relating to career counseling preparation, or

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

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

11.3.1 Master's Degree; and

11.3.2 Three (3) years of experience administrating and evaluating LD evaluations.

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

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

11.4.1 Individuals conducting Assessments shall make recommendations consistent with the CalWORKs Program objectives, the local labor market outlook, and available educational and vocational training resources.

12. HANDLING COMPLAINTS

CONTRACTOR shall:

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

12.2 Develop, operate, and maintain procedures for receiving, investigating and

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~~responding to provider and Client complaints, including Civil Rights complaints, requests for County reviews, negative comments and other complaints relating to services provided under this Agreement.~~

~~12.3— Maintain a log for identification and response to Client's complaints. When complaints cannot be resolved informally, a system of follow through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Responses to complaints should occur within two (2) business days, unless otherwise authorized by the ADMINISTRATOR.~~

~~12.4— Immediately forward complaints to COUNTY that CONTRACTOR believes may have legal implications for CONTRACTOR or COUNTY, prior to responding to the complaint.~~

~~12.5— Provide to ADMINISTRATOR, in a form approved by ADMINISTRATOR, information pertaining to complaints, as well as the CONTRACTOR's response to any complaints as described above within ten (10) business days of the complaint. CONTRACTOR shall provide a summary of all complaints, including Civil Rights Complaints, and/or negative comments as prescribed and on a format approved by ADMINISTRATOR. Complaints include, but are not limited to, complaints from Clients, other County contracted service providers, community organizations, and the public.~~

~~13.— QUALITY ASSURANCE/QUALITY CONTROL~~

~~13.1— Throughout the term of this Agreement, the CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The Quality Control Plan will be effective on the Agreement start date and will be updated and resubmitted for ADMINISTRATOR approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:~~

~~13.2— The method for ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality per this Agreement;~~

~~13.3— The method of identifying and preventing deficiencies in the quality of service as defined by ADMINISTRATOR's policy;~~

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~~13.4 The method for providing the ADMINISTRATOR with a copy of CONTRACTOR case reviews, a clear description of issues that arise, and corrective action taken to resolve identified problems;~~

~~13.5 Items/areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspections;~~

~~13.6 Specific methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable; and~~

~~13.7 Method for continuing services in the event of a strike by the CONTRACTOR's employees.~~

~~14. PERFORMANCE MONITORING~~

~~14.1 CONTRACTOR's performance shall be monitored and reviewed by ADMINISTRATOR as part of an on-going evaluation of CONTRACTOR's performance.~~

~~14.2 ADMINISTRATOR may use a variety of inspection methods to evaluate CONTRACTOR's performance, including, but not limited to:~~

~~14.2.1 Inspection of CONTRACTOR's case files and applicable data reports to ensure compliance with requirements of this Agreement;~~

~~14.2.2 Random sampling of program activities including a review of case files each month;~~

~~14.2.3 Activity checklists and random observations;~~

~~14.2.4 Inspection of output items on a periodic basis as deemed necessary by ADMINISTRATOR;~~

~~14.2.5 COUNTY computer data system reports;~~

~~14.2.6 Client complaints and/or Client questionnaires; and~~

~~14.2.7 Service provider complaints or reports.~~

~~14.3 ADMINISTRATOR may require a corrective action plan when it is determined that services are performed unsatisfactorily during the review period. CONTRACTOR shall~~

