

**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 24th day of January 2023, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Brain Learning Psychological Corporation, a California corporation, whose address is 8220 University Ave, STE 202, La Mesa, CA 91942, hereinafter referred to as "CONTRACTOR."

RECITALS:

Pursuant to the California Work Opportunity and Responsibility to Kids Act (Welfare and Institutions Code sections 11200 et seq. hereinafter called "CalWORKs") and Temporary Assistance for Needy Families Block Grant (42 United State Code sections 601 et seq. hereinafter called "TANF"), COUNTY is mandated and funded to deliver a time-limited structural sequence of employment related activities and supportive services that are designed to maximize unsubsidized employment opportunities to able-bodied, non-exempt CalWORKs public assistance applicants and recipients; and

COUNTY's Department of Social Services (DSS), has developed and submitted to the State of California, a CalWORKs COUNTY Plan meeting the requirements of the CalWORKs Act to deliver employment and training services to public assistance recipients; and

COUNTY is authorized to enter into an Agreement with CONTRACTOR for such services pursuant to CalWORKs and the rules and regulations of the California Department of Social Services; and

COUNTY issued Request for Proposal (RFP) No. 23-006 for Welfare-to-Work Specialized Assessments; and

CONTRACTOR responded to said RFP, and was selected to provide services in accordance with the RFP and CONTRACTOR'S submitted response.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. CONTRACTOR'S OBLIGATIONS

CONTRACTOR shall perform all services as set forth in Exhibit A, Summary of Services, attached hereto and incorporated herein by this reference. CONTRACTOR shall provide specified services and activities pursuant to the staffing patterns and program expenses detailed in Exhibit B, Budget Summary, attached hereto and incorporated herein by this reference.

1           2.     TERM

2           The term of this Agreement shall commence on January 24<sup>th</sup>, 2023 through and including June  
3 30<sup>th</sup>, 2024. This Agreement may be extended for three (3) additional consecutive twelve (12) month  
4 periods upon written approval of both parties no later than thirty (30) days prior to the first day of the  
5 next twelve (12) month extension period. The Director of the Department of Social Services (DSS) or his  
6 or her designee is authorized to execute such written approval on behalf of COUNTY based on  
7 CONTRACTOR'S satisfactory performance.

8           3.     TERMINATION

9           A.     Non-Allocation of Funds

10           The terms of this Agreement, and the services to be provided hereunder, are contingent on the  
11 approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the  
12 services provided may be modified, or this Agreement terminated, at any time by giving the  
13 CONTRACTOR thirty (30) days advance written notice.

14           B.     Breach of Contract

15           The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where  
16 in the determination of the COUNTY there is:

- 17                     1) An illegal or improper use of funds;  
18                     2) A failure to comply with any term of this Agreement;  
19                     3) A substantially incorrect or incomplete report submitted to the COUNTY; or  
20                     4) Improperly performed service.

21           In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
22 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither  
23 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach  
24 or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the  
25 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of  
26 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR  
27 shall promptly refund any such funds upon demand.

28     ///

1 C. Without Cause

2 Under circumstances other than those set forth above, this Agreement may be terminated by  
3 CONTRACTOR, COUNTY or COUNTY's DSS Director, or designee, upon the giving of thirty (30) days  
4 advance written notice of an intention to terminate this Agreement.

5 4. COMPENSATION

6 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay  
7 CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the Exhibit B,  
8 Budget Summary.

9 In no event shall compensation paid for services performed under this Agreement be in excess of  
10 One Million, One Hundred Thirty-three Thousand, Sixty-three and 0/100 Dollars (\$1,133,063) for the period  
11 of January 24, 2023 through June 30, 2027.

12 It is understood that all expenses incidental to CONTRACTOR'S performance of services under this  
13 Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to comply with any provision of  
14 the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any compensation  
15 which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall  
16 automatically revert to COUNTY.

17 The services provided by the CONTRACTOR under this Agreement are funded in whole or in part  
18 by the State of California and the United States Federal government. In the event that funding for these  
19 services is delayed by the State Controller or the Federal government, COUNTY may defer payment to  
20 CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed to  
21 the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the  
22 State Controller's or Federal government's delay of payment to COUNTY plus forty-five (45) days.

23 5. INVOICING

24 CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10<sup>th</sup>) of each month for  
25 expenditures incurred and services rendered in the previous month to:  
26 [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). Payments by COUNTY's DSS shall be in arrears for actual services  
27 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval  
28 of CONTRACTOR's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice,

1 reflecting services supported by the invoiced expenditures and be in a form and in such detail as  
2 acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by CONTRACTOR  
3 within sixty (60) days following the final month of services. At the discretion of COUNTY's DSS Director  
4 or his/her designee, COUNTY's DSS may deny payment of any invoice received more than sixty (60)  
5 days following the final month of services.

6 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise  
7 not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold  
8 payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior written  
9 notice or email correspondence to CONTRACTOR. CONTRACTOR agrees to continue to provide  
10 services for a period of ninety (90) days after written or email notification of an incorrect or improper  
11 invoice. If after the ninety (90) day period the invoice has still not been corrected to COUNTY's DSS  
12 satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement,  
13 pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

14 6. MODIFICATION

15 A. Any matters of this Agreement may be modified from time to time by the written  
16 consent of CONTRACTOR and COUNTY without, in any way, affecting the remainder.

17 B. CONTRACTOR agrees that reductions to the maximum compensation set forth in  
18 Section Four (4) of this Agreement may be necessitated by a reduction in funding from State or Federal  
19 sources. Any such reduction to the maximum compensation may be made with the written approval of  
20 COUNTY's DSS Director or designee and CONTRACTOR. CONTRACTOR further understands that  
21 this Agreement is subject to any restrictions, limitations, or enactments of all legislative bodies which  
22 affect the provisions, term, or funding of this agreement in any manner. If the parties do not provide  
23 written approval for modification due to reduced funding, this Agreement may be terminated in  
24 accordance with Section 3.A. above.

25 7. INDEPENDENT CONTRACTOR

26 In performance of the work, duties and obligations assumed by CONTRACTOR under this  
27 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the  
28 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an

1 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
2 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no  
3 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its  
4 work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify  
5 that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

6 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
7 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

8 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no  
9 right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be  
10 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee  
11 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all  
12 matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security  
13 withholding and all other regulations governing such matters. It is acknowledged that during the term of  
14 this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to  
15 this Agreement.

16 8. HOLD HARMLESS AND INDEMNIFICATION

17 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the  
18 COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's  
19 fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection  
20 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under  
21 this Agreement, and from any and all costs and expenses (including attorney's fees and costs),  
22 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who  
23 may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,  
24 agents, or employees under this Agreement.

25 The provisions of this Section Eight (8) shall survive termination of this Agreement.

26 9. INSURANCE

27 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third  
28 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance

1 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or  
2 Joint Powers Agreement (JPA) throughout the term of the Agreement:

3 A. Commercial General Liability

4 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
5 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
6 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
7 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
8 liability or any other liability insurance deemed necessary because of the nature of this contract.

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
11 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
12 used in connection with this Agreement, including both owned and non-owned vehicles.

13 C. Worker's Compensation

14 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

15 D. Additional Requirements Relating to Insurance

16 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
17 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as  
18 additional insured, but only insofar as the operations under this Agreement are concerned. Such  
19 coverage for additional insured shall apply as primary insurance and any other insurance, or  
20 self-insurance, maintained by COUNTY, its officers, agents, and employees shall be excess only and  
21 not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall  
22 not be cancelled or changed without a minimum of thirty (30) days advance written notice given to  
23 COUNTY.

24 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
25 employees any amounts paid by the policy of worker's compensation insurance required by this  
26 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
27 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
28 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

1           Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
2 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
3 foregoing policies, as required herein, to the County of Fresno,  
4 [DSSContractInsurance@fresnocountyca.gov](mailto:DSSContractInsurance@fresnocountyca.gov), Attention: Contract Analyst, stating that such insurance  
5 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and  
6 employees will not be responsible for any premiums on the policies; that for such worker's  
7 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its  
8 officers, agents, and employees any amounts paid under the insurance policy and that waiver does not  
9 invalidate the insurance policy; that such Commercial General Liability insurance names the County of  
10 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only  
11 insofar as the operations under this Agreement are concerned; that such coverage for additional insured  
12 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its  
13 officers, agents and employees, shall be excess only and not contributing with insurance provided under  
14 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a  
15 minimum of thirty (30) days advance, written notice given to COUNTY.

16           In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
17 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
18 Agreement upon the occurrence of such event.

19           All policies shall be issued by admitted insurers licensed to do business in the State of  
20 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.  
21 rating of A FSC VII or better.

22           10.    ASSIGNMENT AND SUBCONTRACTS

23           Neither party shall assign, transfer or sub contract this Agreement nor their rights or duties under  
24 this Agreement without the prior written consent of the other party. Any transferee, assignee or  
25 subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and  
26 Federal regulations. CONTRACTOR shall be held primarily responsible by COUNTY for the  
27 performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in  
28 writing by COUNTY. The use of subcontractor by CONTRACTOR shall not entitle CONTRACTOR to

1 any additional compensation than is provided for under this Agreement.

2 11. CONFLICT OF INTEREST

3 No officer, employee or agent of the COUNTY who exercises any function or responsibility for  
4 planning and carrying out of the services provided under this Agreement shall have any direct or indirect  
5 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be  
6 employed by the CONTRACTOR under this Agreement to fulfill any contractual obligations with the  
7 COUNTY. The CONTRACTOR shall comply with all Federal, State of California and local conflict of  
8 interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under  
9 this Agreement and any officer, employee or agent of the COUNTY.

10 12. DISCLOSURE OF SELF-DEALING TRANSACTIONS

11 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit  
12 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status  
13 to operate as a corporation.

14 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
15 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
16 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
17 is a party and in which one or more of its directors has a material financial interest. Members of the  
18 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
19 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated  
20 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
21 transaction or immediately thereafter.

22 13. NON-DISCRIMINATION

23 During the performance of this Agreement, CONTRACTOR and its officers, employees, agents  
24 and subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or  
25 regulation against any employee or applicant for employment, or recipient of services under this  
26 Agreement, because of ethnic group identification, gender, gender identity, gender expression, sexual  
27 orientation, color, physical disability, mental disability, medical condition, national origin, race, ancestry,  
28



1 marital status, religion, or religious creed.

2 A. Domestic Partners and Gender Identity

3 For State fund-funded contracts of \$100,000 or more, CONTRACTOR certifies that it complies  
4 with Public Contract Code Section 10295.3.

5 B. Americans with Disabilities Act

6 CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which  
7 prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines  
8 issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

9  
10 C. CONTRACTOR shall include the non-discrimination and compliance provisions of this  
11 section in all subcontracts to perform work under this Agreement.

12 14. LIMITED ENGLISH PROFICIENCY

13 CONTRACTOR shall provide interpreting and translation services to persons participating in  
14 CONTRACTOR's services who have limited or no English language proficiency, including services to  
15 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to  
16 allow such participants meaningful access to the programs, services and benefits provided by  
17 CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital  
18 documents" (those documents that contain information that is critical for accessing CONTRACTOR's  
19 services or are required by law) shall be provided to participants at no cost to the participant.

20  
21 CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or  
22 translate for a program participant, or who directly communicate with a program participant in a  
23 language other than English, demonstrate proficiency in the participant's language and can effectively  
24 communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

25  
26 15. MEDI-CAL CONFIDENTIALITY

27 All services performed by CONTRACTOR under this Agreement shall be in strict conformance  
28 with all applicable Federal, State of California, and/or local laws and regulations relating to

1 confidentiality. CONTRACTOR shall require its employees, agents, officers and subcontractors to  
2 comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well  
3 as the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division  
4 19-0000 and the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures  
5 Manual, Section 2H. These Code sections provide that:

6           A.     All applications and records concerning any individual made or kept by any public  
7 officer or agency in connection with the administration of any provision of the Welfare and Institutions  
8 Code relating to Medicaid or any form of public social services for which grants-in-aid are received by  
9 the State of California from the United States government shall be confidential, and shall not be open to  
10 examination for any purpose not directly connected with the administration of such public social  
11 services.

12           B.     No person shall publish, disclose or use or permit or cause to be published or  
13 disclosed any list of persons receiving public social services, except as is provided by law.

14           C.     No person shall publish, disclose, or use or permit or cause to be published,  
15 disclosed or used any confidential information pertaining to an applicant or recipient, except as is  
16 provided by laws.

17           CONTRACTOR shall inform all of its employees, agents, officers and subcontractors of the  
18 above provisions and that any person knowingly and intentionally violating such provisions is guilty of a  
19 misdemeanor.

20           In addition, CONTRACTOR, its employees, agents, and officers shall comply, and require all of  
21 its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement between the  
22 California DHCS and the County of Fresno that is then in effect, and (2) the Privacy and Security  
23 Agreement between the CDSS and the County of Fresno that is then in effect, both of which together  
24 shall be referred to in this section as "the Agreements" and are incorporated herein by this reference.  
25 The current versions of both the DHCS and CDSS Privacy and Security agreements are available upon  
26 request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>. CONTRACTOR shall insure  
27 that all personally identifiable information (PII), as defined in the Agreements, concerning program  
28 recipients shall be kept confidential and shall not be opened to examination, publicized, disclosed, or

1 used for any purpose not directly connected with the administration of the program. CONTRACTOR  
2 shall use appropriate administrative, physical, and technical safeguards to protect PII, as set forth in the  
3 Agreements. Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or  
4 disclosure of PII, CONTRACTOR shall immediately report the incident to the COUNTY by calling (559)  
5 600-2300 or E-mailing at dssprivacyincident@fresnocountyca.gov. CONTRACTOR shall certify that all  
6 employees, agents, officers and subcontractors have received privacy and security training before  
7 accessing any PII and have received refresher training annually, as required by the Agreements.

8 16. CLEAN AIR AND WATER

9 In the event the funding under this Agreement exceeds One Hundred Fifty Thousand and  
10 No/100 Dollars (\$150,000.00), CONTRACTOR shall comply with all applicable standards, orders or  
11 requirements issued under the Clean Air Act, as amended, 42 U.S. Code 7401 *et seq.*, and the Federal  
12 Water Pollution Control Act, 33 U.S. Code 1251 *et seq.* Under these laws and regulations,  
13 CONTRACTOR shall:

14 A. Assure the COUNTY that no facility shall be utilized in the performance of this  
15 Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

16 B. Notify COUNTY prior to execution of this Agreement of the receipt of any  
17 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be  
18 utilized in the performance of this Agreement is under consideration to be listed on the EPA list of  
19 Violating Facilities;

20 C. Report each violation of the above laws to COUNTY and understand and agree  
21 that the COUNTY will, in turn, report each violation as required to assure notification to the Federal  
22 Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency  
23 Regional Office; and

24 D. Include these requirements in each subcontract exceeding \$150,000 financed in  
25 whole or in part with federal assistance.

26 17. PROCUREMENT OF RECOVERED MATERIALS

27 In the performance of this Agreement, CONTRACTOR shall comply with section 6002 of the  
28 Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The

1 requirements of Section 6002 include procuring only items designated in guidelines of the  
2 Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of  
3 recovered materials practicable, consistent with maintaining a satisfactory level of competition, where  
4 the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the  
5 preceding fiscal year exceeded \$10,000. For contracts meeting this threshold CONTRACTOR shall  
6 make maximum use of products containing recovered materials that are EPA-designated items unless  
7 the product cannot be acquired:

- 8 i. Competitively within a timeframe providing for compliance with the  
9 contract performance schedule;
- 10 ii. Meeting contract performance requirements; or
- 11 iii. At a reasonable price.

12 18. DRUG-FREE WORKPLACE REQUIREMENTS

13 For purposes of this paragraph, CONTRACTOR will be referred to as the “grantee”. By drawing  
14 funds against this grant award, the grantee is providing the certification that is required by regulations  
15 implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations  
16 require certification by grantees that they will maintain a drug-free workplace. False certification or  
17 violation of the certification shall be grounds for suspension of payments, suspension or termination of  
18 grants, or government wide suspension or debarment. CONTRACTOR shall also comply with the  
19 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et  
20 seq.).

21 19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
22 VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

23 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of  
24 Federal assistance funds under the terms of this Agreement. By signing this Agreement,  
25 CONTRACTOR agrees to comply with applicable Federal suspension and debarment regulations,  
26 including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549.  
27 By signing this Agreement, CONTRACTOR attests to the best of its knowledge and belief, that it and its  
28 principals:

1 1) Are not presently debarred, suspended, proposed for debarment, declared  
2 ineligible, or voluntarily excluded from participation in this transaction by any Federal department or  
3 agency; and

4 2) Shall not knowingly enter into any lower tier covered transaction with an entity  
5 or person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily  
6 excluded from participation in this transaction by any Federal department or agency.

7 B. CONTRACTOR shall provide immediate written notice to COUNTY if at any time  
8 during the term of this Agreement CONTRACTOR learns that the representations it makes above were  
9 erroneous when made or have become erroneous by reason of changed circumstances

10 C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment,  
11 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in  
12 nature to this Paragraph Nineteen (19) in all lower tier covered transactions and in all solicitations for  
13 lower tier covered transactions.

14 D. CONTRACTOR shall, prior to soliciting or purchasing goods and services in  
15 excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and  
16 debarment status at <https://sam.gov/SAM/>.

17 E. The certification in Paragraph Nineteen (19) of this Agreement is a material  
18 representation of fact upon which COUNTY relied in entering into this Agreement.

19 20. GRIEVANCES

20 CONTRACTOR shall establish procedures for handling client complaints and/or grievances.  
21 Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve  
22 such issues when appropriate.

23 21. PROHIBITION ON PUBLICITY

24 None of the funds, materials, property or services provided directly or indirectly under this  
25 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of  
26 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the  
27 above, publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as  
28 necessary to raise public awareness about the availability of such specific services when approved in

1 advance by the Director or designee and at a cost as provided by CONTRACTOR in writing for such  
2 items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other  
3 related expense(s).

4 22. LOBBYING AND POLITICAL ACTIVITY

5 None of the funds provided under this Agreement shall be used for publicity, lobbying or  
6 propaganda purposes designed to support or defeat legislation pending in the Congress of the United  
7 States of America or the Legislature of the State of California.

8 CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any  
9 political activity or to further the election or defeat of any candidate for public office.

10 23. STATE ENERGY CONSERVATION

11 CONTRACTORS must comply with the mandatory standard and policies relating to energy  
12 efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42  
13 United States (US) Code sections 6321, et. Seq.

14 24. FRATERNIZATION

15 CONTRACTOR shall establish procedures addressing fraternization between CONTRACTOR'S  
16 staff and clients. Such procedures will include provisions for informing CONTRACTOR'S staff and  
17 clients regarding fraternization guidelines.

18 25. INTERPRETATION OF LAWS AND REGULATIONS

19 COUNTY reserves the right to make final interpretations or clarifications on issues relating to  
20 Federal and State laws and regulations, to ensure compliance.

21 26. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

22 CONTRACTOR, its officers, consultants, subcontractors, agents and employees shall comply  
23 with all applicable State, Federal and local laws, regulations, and executive orders, as well as Federal  
24 policies, procedures, and directives governing projects that utilize State and Federal Funds. This  
25 includes laws, rules and regulations that pertain to construction, health and safety, labor, fair  
26 employment practices, environmental protection, equal opportunity, fair housing, and all other matters  
27 applicable or related to CONTRACTOR's services, the CONTRACTOR, its subcontractors, and all  
28 eligible activities.

1 CONTRACTOR shall be responsible for obtaining all permits, licenses, and approvals required  
2 for performing any activities under this Agreement, including those necessary to perform design,  
3 implementation, operation, and maintenance of the activities. CONTRACTOR shall be responsible for  
4 observing and complying with any applicable federal, state, and local laws, rules, and regulations  
5 affecting any such work, specifically those including, but not limited to, environmental protection,  
6 procurement, and safety laws, rules, regulations, and ordinances. CONTRACTOR shall provide copies  
7 of permits and approvals to COUNTY upon request.

8 27. NO OBLIGATION BY FEDERAL GOVERNMENT

9 The Federal Government is not a party to this contract and is not subject to any obligations or  
10 liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from  
11 this Agreement.

12 28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

13 CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False  
14 Claims and Statements) applies to CONTRACTOR's actions pertaining to this contract.

15 29. RECORDS

16 A. Record Establishment and Maintenance

17 CONTRACTOR shall establish and maintain records in accordance with those  
18 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.  
19 CONTRACTOR shall retain all fiscal books, account records and client files for services performed  
20 under this Agreement for at least five (5) years from date of final payment under this Agreement or until  
21 all State and Federal audits are completed for that fiscal year, whichever is later.

22 B. Cost Documentation

23 1) CONTRACTOR shall submit to COUNTY within ten (10) calendar days  
24 following the end of each month, all fiscal and program reports for that month. CONTRACTOR shall  
25 also furnish to COUNTY such statements, records, data and information as COUNTY may request  
26 pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to provide  
27 reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments until  
28

1 compliance is established.

2                   2) All costs shall be supported by properly executed payrolls, time records,  
3 invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this  
4 Agreement and they shall be clearly identified and readily accessible. The support documentation must  
5 indicate the line budget account number to which the cost is charged.

6                   3) COUNTY shall notify CONTRACTOR in writing within thirty (30) days of any  
7 potential State or Federal audit exception discovered during an examination. Where findings indicate  
8 that program requirements are not being met and State or Federal participation in this program may be  
9 imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days of  
10 receipt of such notice from COUNTY, written notification thereof shall constitute COUNTY'S intent to  
11 terminate this Agreement.

12                   C.     Service Documentation

13                   CONTRACTOR agree to maintain records to verify services under this Agreement  
14 including names and addresses of clients served, if applicable, and the dates of service and a  
15 description of services provided on each occasion. These records and any other documents pertaining  
16 in whole or in part to this Agreement shall be clearly identified and readily accessible.

17                   30.    PUBLIC RECORDS

18                   The COUNTY is not limited in any manner with respect to its public disclosure of this  
19 Agreement or any record or data that the CONTRACTOR may provide to the COUNTY. The COUNTY's  
20 public disclosure of this Agreement or any record or data that the CONTRACTOR may provide to the  
21 COUNTY may include but is not limited to the following:

22                   A.     The COUNTY may voluntarily, or upon request by any member of the public or  
23 governmental agency, disclose this Agreement to the public or such governmental agency.

24                   B.     The COUNTY may voluntarily, or upon request by any member of the public or  
25 governmental agency, disclose to the public or such governmental agency any record or data that the  
26 Contractor may provide to the COUNTY, unless such disclosure is prohibited by court order.

27                   C.     This Agreement, and any record or data that the CONTRACTOR may provide to  
28 the COUNTY, is subject to public disclosure under the Ralph M. Brown Act (California Government



1 Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

2 D. This Agreement, and any record or data that the CONTRACTOR may provide to  
3 the COUNTY, is subject to public disclosure as a public record under the California Public Records Act  
4 (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

5 E. This Agreement, and any record or data that the CONTRACTOR may provide to  
6 the COUNTY, is subject to public disclosure as information concerning the conduct of the people's  
7 business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

8 F. Any marking of confidentiality or restricted access upon or otherwise made with  
9 respect to any record or data that the Contractor may provide to the COUNTY shall be disregarded and  
10 have no effect on the COUNTY's right or duty to disclose to the public or governmental agency any such  
11 record or data.

12 31. Public Records Act Requests

13 If the County receives a written or oral request under the CPRA to publicly disclose any record that  
14 is in the Contractor's possession or control, and which the County has a right, under any provision of this  
15 Agreement or applicable law, to possess or control, then the County may demand, in writing, that the  
16 Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the  
17 possession or control of the Contractor. Within five business days after the County's demand, the  
18 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
19 possession or control, together with a written statement that the Contractor, after conducting a diligent  
20 search, has produced all requested records that are in the Contractor's possession or control, or (b) provide  
21 to the County a written statement that the Contractor, after conducting a diligent search, does not possess  
22 or control any of the requested records. The Contractor shall cooperate with the County with respect to any  
23 County demand for such records. If the Contractor wishes to assert that any specific record or data is  
24 exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the  
25 County and assert the exemption by citation to specific legal authority within the written statement that it  
26 provides to the County under this section. The Contractor's assertion of any exemption from disclosure is  
27 not binding on the County, but the County will give at least 10 days' advance written notice to the  
28 Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure.

1 The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the  
2 CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or  
3 failure to cooperate with the County with respect to any County demand for any such records.

4 32. SINGLE AUDIT CLAUSE

5 If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in  
6 Federal and Federal flow-through monies annually, CONTRACTOR agrees to conduct an annual audit  
7 in accordance with the requirements of the Single Audit Standards as set forth in Office of Management  
8 and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. CONTRACTOR shall submit  
9 said audit and management letter to COUNTY. The audit must include a statement of findings or a  
10 statement that there were no findings. If there were negative findings, CONTRACTOR must include a  
11 corrective action signed by an authorized individual. CONTRACTOR agrees to take action to correct any  
12 material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to  
13 COUNTY's DSS, Administration, for review within nine (9) months of the end of any fiscal year in which  
14 funds were expended and/or received for the program. Failure to perform the requisite audit functions as  
15 required by this Agreement may result in COUNTY performing the necessary audit tasks, or at  
16 COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the  
17 inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this  
18 Agreement are the sole responsibility of CONTRACTOR.

19 A. A single audit report is not applicable if all CONTRACTOR's Federal contracts do  
20 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR's  
21 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be  
22 performed and a program audit report with management letter shall be submitted by CONTRACTOR to  
23 COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be  
24 delivered to COUNTY's DSS, Administration, for review no later than nine (9) months after the close of  
25 the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with  
26 this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified  
27 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of  
28 CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or

1 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall  
2 be billed to the CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-  
3 Controller/Treasurer-Tax Collector.

4 B. CONTRACTOR shall make available all records and accounts for inspection by  
5 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal  
6 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at  
7 least three (3) years following final payment under this Agreement or the closure of all other pending  
8 matters, whichever is later.

9 33. AUDITS AND INSPECTIONS

10 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may  
11 deem necessary, make available to the COUNTY for examination all of its records and data with respect  
12 to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY,  
13 permit the COUNTY to audit and inspect all of such records and data necessary to ensure  
14 CONTRACTOR'S compliance with the terms of this Agreement.

15 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to  
16 the examination and audit of the California State Auditor for a period of three (3) years after final  
17 payment under contract (California Government Code Section 8546.7).

18 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal review  
19 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If  
20 COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers, it may result  
21 in the disallowance of payment for services rendered; or in additional controls to the delivery of services,  
22 or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a  
23 result of COUNTY's fiscal review process a disallowance is discovered due to CONTRACTOR's  
24 deficiency, CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to  
25 CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments, at the  
26 discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion  
27 in the determination of fiscal review outcomes, decisions, and actions.

28 ///

1           34.    CHILD SUPPORT COMPLIANCE ACT

2           If this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in  
3 accordance with Public Contract Code 7110, that:

4           A.     CONTRACTOR recognizes the importance of child and family support obligations  
5 and shall fully comply with all applicable state and federal laws relating to child and family support  
6 enforcement, including, but not limited to, disclosure of information and compliance with earnings  
7 assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of  
8 the Family Code; and

9           B.     CONTRACTOR to the best of its knowledge is fully complying with the earnings  
10 assignment orders of all employees and is providing the names of all new employees to the New Hire  
11 Registry maintained by the California Employment Development Department.

12           35.    PRIORITY HIRING CONSIDERATIONS

13           If this Agreement includes State funding and services in excess of \$200,000, CONTRACTOR  
14 shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified  
15 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public Contract  
16 Code Section 10353.

17           36.    CONTRACTOR'S NAME CHANGE

18           An amendment, assignment, or new agreement is required to change the name of  
19 CONTRACTOR as listed on this Agreement. Upon receipt of legal documentation of the name change  
20 COUNTY will process the agreement. Payment of invoices presented with a new name cannot be paid  
21 prior to approval of said agreement.

22           37.    PUBLIC INFORMATION

23           CONTRACTOR shall disclose COUNTY as a funding source in all public information and  
24 program materials developed in support of contracted services.

25           38.    NOTICES

26           The persons and their addresses having authority to give and receive notices under this  
27 Agreement include the following:

28 ///

1            COUNTY

2            Director, County of Fresno  
3            Department of Social Services  
4            P.O. Box 1912  
5            Fresno, CA 93718

CONTRACTOR

                 Rienzi Haytasingh, Owner  
                 Brain Learning Psychological Corporation  
                 8220 University Ave, Ste 202  
                 La Mesa, CA 91942

5            All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
6 Agreement must be in writing and delivered either by personal service, by first-class United States mail, or  
7 by an overnight commercial courier service. A notice delivered by personal service is effective upon  
8 service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY  
9 business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice  
10 delivered by an overnight commercial courier service is effective one COUNTY business day after deposit  
11 with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next  
12 day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in  
13 this section establishes, waives, or modifies any claims presentation requirements or procedures provided  
14 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government  
15 Code, beginning with section 810).

16            39.        CHANGE OF LEADERSHIP/MANAGEMENT

17            In the event of any change in the status of CONTRACTOR's leadership or management,  
18 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change.  
19 Such notification shall include any new leader or manager's name and address. "Leadership or  
20 management" shall include any employee, member, or owner of CONTRACTOR who either a) directs  
21 individuals providing services pursuant to this Agreement, b) exercises control over the manner in which  
22 services are provided, or c) has authority over CONTRACTOR's finances.

23            40.        ELECTRONIC SIGNATURE

24            The parties agree that this Agreement may be executed by electronic signature as provided in  
25 this section. An "electronic signature" means any symbol or process intended by an individual signing  
26 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed  
27 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for  
28 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to

1 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing  
2 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or  
3 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of  
4 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
5 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,  
6 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken  
7 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
8 through (5), and agrees that each other party may rely upon that representation. This Agreement is not  
9 conditioned upon the parties conducting the transactions under it by electronic means and either party  
10 may sign this Agreement with an original handwritten signature.

11 41. GOVERNING LAW

12 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,  
13 California. The rights and obligations of the parties and all interpretation and performance of this  
14 Agreement shall be governed in all respects by the laws of the State of California.

15 42. DISPUTES

16 In the event of any dispute, claim, question, or disagreement arising from or relating to this  
17 agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute,  
18 claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good  
19 faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to  
20 both parties. During this time, the parties will continue meeting their contract responsibilities. If the  
21 parties do not reach such solution within a period of 60 days, then the parties may take whatever action  
22 is available to them by law.

23 43. SEVERABILITY

24 If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or  
25 otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make  
26 best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable  
27 terms intended to accomplish the parties' original intent.

28 ///

1           44.    ENTIRE AGREEMENT

2           This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY  
3 with respect to the subject matter hereof and supersedes all previous Agreement negotiations,  
4 proposals, commitments, writings, advertisements, publications, and understanding of any nature  
5 whatsoever unless expressly included in this Agreement.

6    ///

7    ///

8    ///

9    ///

10   ///

11   ///

12   ///

13   ///

14   ///

15   ///

16   ///

17   ///

18   ///

19   ///

20   ///

21   ///

22   ///

23   ///

24   ///

25   ///

26   ///


27   ///

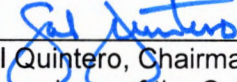
28   ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3 **CONTRACTOR:**

**COUNTY OF FRESNO**

4  \_\_\_\_\_

 \_\_\_\_\_  
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

5  
6 Print Name: Dr. Rienzi Haytasingh

7 Title: President Brain Learning Psych. Corp.  
8 **President**

9  
10 ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

11  \_\_\_\_\_

12 Print Name: Erin Haytasingh

By:  \_\_\_\_\_  
Deputy

13 Title: Vice President Brain Learning Psych. Corp.  
14 **Vice President**

15  
16 Mailing Address:  
8220 University Ave, Ste 202  
17 La Mesa, CA 91942  
Contact: Rienzi Haytasingh, CEO  
18 Phone No: (619) 324-9764

19  
20  
21 FOR ACCOUNTING USE ONLY:  
22 Fund/Subclass: 0001/10000  
23 ORG No.: 56107001  
Account No.: 7870

24  
25 SB:jv  
26  
27  
28



## **SUMMARY OF SERVICES**

ORGANIZATION: Brain Learning Psychological Corp (Brain Learning)  
SERVICES: Welfare-to-Work Specialized Assessments  
ADDRESS: 8220 University Ave, Ste 202, La Mesa, CA 91942  
SERVICE ADDRESS: 6061 N Fresno St, Fresno, CA 93710  
TELEPHONE: (619) 324-9764  
CONTACT: Dr. Rienzi Haytasingh  
EMAIL: rienzi.calworks@brainlearning.com

---

### **I. SUMMARY OF SERVICES**

Brain Learning (CONTRACTOR) shall provide in-person or virtual specialized assessment services for referred CalWORKs participants, residing in Fresno County, who have limited English speaking ability, potential learning disabilities, and other unique needs. Participants in the Fresno metro area shall be served in person in CONTRACTOR's office. Participants outside of the Fresno metro area may be assessed virtually or CONTRACTOR may utilize one of the various DSS rural sites for in-person assessments.

The CalWORKs participants to be assessed will be identified and referred by the County of Fresno's Department of Social Services (DSS). Additionally, DSS will identify and determine appropriate types of assessments for each CalWORKs participant.

CONTRACTOR shall administer assessments based on the DSS determination. DSS will use the assessments for the following purposes:

Provide an evaluation of the CalWORKs participants' academic abilities, aptitudes, and work history.

Develop a report for each CalWORKs participant based on test results and information obtained in client interviews.

Provide services in accordance with the WIC Division 9, Part 3, Chapter 2, Article 3.2, section 11325.4, requires the Department to provide specialized assessments for participants to develop a WTW plan.

Provide a Third-Party review of WTW Plans written by DSS as requested and determine if the plan is appropriate.

CONTRACTOR shall also ensure that Limited English Proficient (LEP) clients have meaningful, effective, and equal access at every point of contact with project services. Interpreting costs may be billed to this agreement, but only for services to non-English non-Spanish speaking individuals.

## **II. TARGET POPULATION**

Services will be targeted to only CalWORKs WTW recipients identified and referred through DSS.

## **III. STAFFING**

CONTRACTOR will have trained and qualified professionals conducting assessments, with minimum of a Master's Degree in School Psychology with a Pupil Personnel Services (PPS) credential.

## **IV. CONTRACTOR'S RESPONSIBILITIES**

CONTRACTOR will call the client within two business days from receipt of referral to schedule the assessment. When the client is available to schedule for testing, CONTRACTOR will schedule the appointment to be within 7 days. If after 6 business days the client is unable to be reached, CONTRACTOR will notify the County.

CONTRACTOR will provide a separate written report of results for all referred CalWORKs WTW participants within seven business days from completion of the scheduled assessment. Assessment results are to be used by the Department in the development of the participant's WTW Plan and to determine whether a participant should be exempt from WTW participation.

### **A. LIMITED ENGLISH PROFICIENT (LEP) ASSESSMENTS AND LEARNING DISABILITY EVALUATION (LDE) ASSESSMENTS**

CalWORKs participants exhibiting limited or non-English speaking ability will be referred to CONTRACTOR for **LEP Assessments**. The majority of participants will have a primary language of Spanish; however, additional languages are anticipated.

CalWORKs participants suspected of having a learning disability, requesting LDE assessment, or otherwise deemed appropriate by DSS will be referred to CONTRACTOR for **LDE Assessments**.

#### **1. Testing and Evaluation Process:**

Testing will be individualized and tailored to meet the particular needs of each client. Test selection and administration will be done according to the needs and capabilities of the participant. Tests selected must be free of cultural bias and should be modified to suit the needs of limited English speakers, when applicable.

## 2. Reporting Process:

For all assessments, a separate written report will be developed based on individual interviews, discovery, and assessment results.

The report shall include, but not be limited to, the following: A summary of the participant's assessment results, findings and condition, areas of strengths and weaknesses, general aptitude and cognitive level, language competency, relevant educational and vocational history and interests, short/long-term employment goals, vocational recommendations, employment market information, local resources, recommendations for additional supportive services, and documentation of recommended accommodations.

A meeting to discuss the results shall be held with the psychologist, client, and Job Specialist during County's normal business hours and tailored to days and time frame that work best for the client and Job Specialist.

## B. THIRD-PARTY ASSESSMENT

CalWORKs participants have the right to be referred to a Third-Party assessment when they do not agree with the results of their DSS WTW Plan. Upon specific request and referral from DSS, CONTRACTOR will provide an impartial Third-Party review of WTW Plan(s) developed by DSS staff.

### Evaluation Process:

The WTW Plan includes a vocational assessment of the participants' employment goals, education, work experience, and labor market information.

Upon receipt of the WTW Plan, the CONTRACTOR will perform a thorough review of the vocational assessment administered by DSS and review the developed WTW Plan.

Based on this review, a determination will be made as to whether or not the assessment results and plan are valid, or a new plan is needed. If it is deemed appropriate, the CONTRACTOR will complete the LEP and LDE assessments necessary to develop a new plan for the participant.

The results of the Third-Party assessments are binding between the DSS and the participant.

## C. OUTREACH ACTIVITIES

CONTRACTOR will provide outreach information to DSS staff and clients at no charge, in order to inform about learning disabilities and the ability to test for them through CONTRACTOR's services.

1. Staff training presentations may be requested up to 5 times per year. These are

meant to educate staff on how to identify a potential learning disability as well as inform them of the breadth of services offered by the vendor. They may be performed in person or virtually.

2. WTW Client Orientation videos may be requested. The video should include information to market assessment services to clients and will be played during WTW Orientation activities. Updates may be requested up to once per year.

3. Brain Learning presentations will be provided up to twice per month, up to 24 times per year. This includes presentations to participants of the DSS Job Readiness program, JobWISE. This should educate clients about learning disabilities and market CONTRACTOR's services to participants. These may be provided in person or virtually.

### **V. Reports and Outcomes**

Outcomes will be determined mutually between CONTRACTOR and the Department during the first quarter of services.

### **COUNTY RESPONSIBILITIES**

DSS shall be responsible for the following activities:

1. Provide the CONTRACTOR CalWORKs referrals determined appropriate for LEP, LDE, or Third-Party Assessment.
2. Provide CONTRACTOR a quiet and adequate conference room for group testing, or a private interview room for individual testing at Coalinga, Kerman, Reedley, and Selma regional offices.
3. Provide current information and/or training to CONTRACTOR's staff on specific areas/functions of the CalWORKs program when determined helpful and/or needed for the successful delivery of the specialized assessments.
4. Provide all needed and appropriate supportive services for participants including childcare, transportation, or other ancillary support services.
5. Work with CONTRACTOR's staff for compliance resolution, including good cause determination and sanction.
6. Meet with CONTRACTOR's staff as often as needed to monitor services, exchange pertinent information, resolve problems, and work together to coordinate services.

**RATES BY SERVICE**

CONTRACTOR: Brain Learning Psychological Corporation  
 MAX COMPENSATION: \$1,133,063  
 TERM: January 24, 2023 to June 30, 2024  
 July 1, 2024 to June 30, 2025 (optional)  
 July 1, 2025 to June 30, 2026 (optional)  
 July 1, 2026 to June 30, 2027 (optional)

Service	Term	Rate
Limited English Proficiency (LEP) Assessment and Report	January 2023 to June 2024	\$1,300.00
	July 2024 to June 2025	\$1,400.00
	July 2025 to June 2026	\$1,400.00
	July 2026 to June 2027	\$1,500.00
Learning Disability Evaluation (LDE) Assessment and Report	January 2023 to June 2024	\$1,300.00
	July 2024 to June 2025	\$1,400.00
	July 2025 to June 2026	\$1,400.00
	July 2026 to June 2027	\$1,500.00
Independent Assessment (Third Party Review) and Report	January 2023 to June 2024	\$250.00
	July 2024 to June 2025	\$300.00
	July 2025 to June 2026	\$300.00
	July 2026 to June 2027	\$350.00
Interpreter Services (per minute rate) for non-English/non-Spanish speakers	January 2023 to June 2024	\$4.00
	July 2024 to June 2025	\$4.00
	July 2025 to June 2026	\$4.00
	July 2026 to June 2027	\$4.00
Monthly Activities: Prepare Monthly Invoice/Reports, Ongoing Communication with DSS	January 2023 to June 2024	\$0.00
	July 2024 to June 2025	\$0.00
	July 2025 to June 2026	\$0.00
	July 2026 to June 2027	\$0.00
No-Shows/Cancellations	January 2023 to June 2024	\$0.00
	July 2024 to June 2025	\$0.00
	July 2025 to June 2026	\$0.00
	July 2026 to June 2027	\$0.00

Produce New or Update WTW Client Orientation Video (Once per year)	January 2023 to June 2024	\$0.00
	July 2024 to June 2025	\$0.00
	July 2025 to June 2026	\$0.00
	July 2026 to June 2027	\$0.00
Informational Training Presentations for DSS Staff (Up to 5 times a year)	January 2023 to June 2024	\$0.00
	July 2024 to June 2025	\$0.00
	July 2025 to June 2026	\$0.00
	July 2026 to June 2027	\$0.00
JobWISE Presentations (Twice per month)	January 2023 to June 2024	\$0.00
	July 2024 to June 2025	\$0.00
	July 2025 to June 2026	\$0.00
	July 2026 to June 2027	\$0.00

All other expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

## **SELF-DEALING TRANSACTION DISCLOSURE FORM**

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	