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A G R E E M E N T

THIS AGREEMENT is made and entered into this 7th day of January, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each Vendor listed in Exhibit A "Contractors List", attached hereto and by this reference incorporated herein, collectively herein referred to as "CONTRACTOR". Reference in this Agreement to "party" or "parties" shall be understood to refer to the COUNTY and each CONTRACTOR(S), unless otherwise specified.

W I T N E S S E T H:

WHEREAS, COUNTY is in need of pre-employment psychological screening and evaluation services to be conducted by qualified mental health practitioners consistent with California Government Code Section 1031(f) and California Peace Officer Standards and Training (POST) Commission Regulation 1955; and

WHEREAS, COUNTY sought bids for the provision of these psychological screening and evaluation services by issuing Request for Proposal (RFP) No. 20-020; and

WHEREAS, each CONTRACTOR submitted a response to RFP No. 20-020, is qualified consistent with California Government Code Section 1031(f) and POST Commission Regulation 1955 and willing to provide such services pursuant to the terms and conditions of this Agreement.

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

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY'S Request for Proposal (RFP) No. 20-020, dated September 18, 2019, and CONTRACTOR'S response to said RFP, all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including Exhibits "A" and "B", 2) to the RFP, and 3) to the Response to the RFP. A copy of COUNTY's RFP No 20-020, and the three CONTRACTORS' responses, shall be retained by COUNTY's Human Resources Department, and made available during the term of this Agreement.

1 B. CONTRACTOR shall conduct pre-employment psychological screenings, special
2 compulsory psychological evaluations and third opinion appeal evaluation services for safety and non-
3 safety COUNTY positions when requested by the COUNTY as specified in RFP No. 20-020.
4 CONTRACTOR understands that the COUNTY typically recruits to fill multiple vacancies at one time and
5 CONTRACTOR agrees to perform as many requested screenings as necessary to meet COUNTY's needs.
6 CONTRACTOR agrees to have resources available to accommodate such referrals.

7 C. CONTRACTOR's staff performing services under this Agreement shall be
8 qualified professionals as defined in Government Code Section 1031(f), California POST Commission
9 Regulation 1955 and shall meet any and all applicable education and training requirements for the
10 performance of pre-employment psychological screenings and special compulsory evaluations of peace
11 officers as set forth by Federal, State and Local regulations including California Commission on POST and
12 will maintain such qualifications during the term of this Agreement.

13 D. CONTRACTOR shall also perform special services related to screenings and
14 evaluations conducted for the COUNTY. Special services include, but are not limited to: participating in
15 case reviews; providing expert testimony in administrative and legal proceedings related to appeals of
16 screenings and evaluations conducted; consulting with COUNTY regarding such appeals or regarding
17 COUNTY concerns related to screening and evaluation processes; and rendering an opinion as to whether
18 a candidate/employee is a qualified individual with a disability as defined by California State law as well as
19 suggestions to accommodate such individuals. CONTRACTOR shall obtain pre-approval from the
20 COUNTY before CONTRACTOR provides any special services.

21 E. CONTRACTOR shall conduct psychological screenings at their place of business.
22 However, CONTRACTOR agrees to conduct psychological screenings at locations other than
23 CONTRACTOR's office, if requested by the COUNTY.

24 F. CONTRACTOR shall schedule a screening or evaluation appointment within five
25 (5) working days of CONTRACTOR being notified of COUNTY's need. The date of each scheduled
26 appointment shall be within ten (10) working days from the date of original notification. CONTRACTOR
27 shall notify COUNTY the same day if a candidate/employee cancels or fails to show for a scheduled
28 appointment. All re-scheduling of candidates, if any, will be done after obtaining approval from the

1 COUNTY. CONTRACTOR shall provide final results to the COUNTY within five (5) working days of the
2 completion of each screening or evaluation.

3 G. Prior to conducting a screening or evaluation, CONTRACTOR shall obtain the
4 candidate/employee's written authorization to release test results, interpretation reports and interview
5 evaluation summaries to the COUNTY. The written authorization may be required to be in a format pre-
6 approved by the COUNTY.

7 H. CONTRACTOR agrees to perform the services covered herein in strict
8 accordance with all applicable Federal, State, and local statutes, regulations, ordinances, rules and policies
9 governing the practice of medicine and provision of psychological services.

10 J. Under this Agreement, each CONTRACTOR only has rights and obligations with
11 respect to the COUNTY. This Agreement creates no rights or obligations between any
12 CONTRACTORS; no CONTRACTOR has any right to receive performance under this Agreement from,
13 or to enforce any part of this Agreement against, any other CONTRACTOR.

14 K. CONTRACTOR understands there is no guarantee made by COUNTY to any
15 CONTRACTOR that any services shall be requested by COUNTY from CONTRACTOR. Furthermore,
16 CONTRACTOR understands this agreement is non-exclusive and shall not prohibit COUNTY from
17 entering into agreement with other providers of pre-employment psychological screening and evaluation
18 services.

19 2. OBLIGATIONS OF THE COUNTY

20 A. COUNTY's Department of Human Resources shall provide CONTRACTOR
21 appropriate notification for scheduling psychological screenings and evaluations including
22 candidate/employee name and type of examination to be performed.

23 B. COUNTY shall notify CONTRACTOR if candidates who cancelled or failed to
24 show for a scheduled appointment shall be re-scheduled.

25 C. COUNTY shall provide CONTRACTOR pre-approval for special services to be
26 provided by CONTRACTOR, including preparation and standby, testimony/deposition and portal-to-portal
27 driving.

28 3. TERM

1 The term of this Agreement shall be for a period of three (3) years, commencing on
2 the 7th day of January, 2020 through and including the 6th day of January, 2023. This Agreement may be
3 extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties
4 no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The
5 Director of Human Resources or his or her designee is authorized to execute such written approval on
6 behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

7 4. TERMINATION

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

12 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
13 Agreement in whole or in part, where in the determination of the COUNTY there is:

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

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

25 C. Without Cause - Under circumstances other than those set forth above, this
26 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
27 intention to terminate to CONTRACTOR.

28 D. Termination of One or More Contractors – In the event that COUNTY terminates

1 this Agreement as to one or more CONTRACTORS, this Agreement shall stay in full force and effect as to
2 the remaining CONTRACTORS. Termination of one or more CONTRACTORS from this Agreement shall
3 not terminate the Agreement as to the remaining CONTRACTORS.

4 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
5 CONTRACTOR agrees to receive compensation at the rates identified on each CONTRACTOR's Exhibit
6 "B", attached hereto and by this reference incorporated herein. CONTRACTOR shall submit monthly
7 invoices to the County of Fresno Department of Human Resources, 2220 Tulare Street, 14th Floor, Fresno,
8 CA 93721, Attn: Employment Services. CONTRACTOR shall submit invoices in accordance with RFP No.
9 20-020.

10 In no event shall services cumulatively performed by all CONTRACTORS under this
11 Agreement be in excess of One Hundred and Fifty Thousand Dollars and No/100 Dollars (\$150,000)
12 annually for each twelve (12) month period of this Agreement. It is understood that all expenses incidental
13 to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.
14 Payments by County shall be in arrears, within forty-five (45) days after receipt and verification of
15 CONTRACTORS' invoices by COUNTY, for services provided during the preceding month. If an invoice
16 submitted by the CONTRACTOR contains discrepancies/inaccuracies, it will not be processed. The
17 CONTRACTOR will be required to submit a revised and accurate invoice for payment to be processed.

18 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
19 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
20 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
21 times be acting and performing as an independent contractor, and shall act in an independent capacity and
22 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
23 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
24 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
25 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
26 terms and conditions thereof.

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

1 thereof.

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

10 7. MODIFICATION: Any matters of this Agreement may be modified from time to time
11 by the written consent of all the parties without, in any way, affecting the remainder.

12 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
13 Agreement nor their rights or duties under this Agreement without the prior written consent of the other
14 party.

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

23 10. INSURANCE

24 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or
25 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
26 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
27 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement.

1 A. Commercial General Liability

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

7 B. Automobile Liability

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

11 C. Professional Liability

12 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
13 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One
14 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
15 This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole
16 expense, in full force and effect for a period of three years following the termination of this Agreement, one
17 or more policies of professional liability insurance with limits of coverage as specified herein.

18 D. Worker's Compensation

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

21 Additional Requirements Relating to Insurance

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

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

6 Within Thirty (30) days from the date CONTRACTOR signs and executes this
7 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all
8 of the foregoing policies, as required herein, to the County of Fresno, (Paul Nerland, Director of Human
9 Resources, 2220 Tulare Street, 14th Floor, Fresno, CA 93721), stating that such insurance coverage have
10 been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
11 responsible for any premiums on the policies; that for such worker's compensation insurance the
12 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any
13 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such
14 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,
15 individually and collectively, as additional insured, but only insofar as the operations under this Agreement
16 are concerned; that such coverage for additional insured shall apply as primary insurance and any other
17 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
18 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
19 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
20 given to COUNTY.

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

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

27 11. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR
28 shall not unlawfully discriminate against any employee or candidate on the basis of race, ethnicity, gender,

1 sexual orientation, religion, color, national origin, ancestry, medical condition, marital status, age or sex
2 pursuant to all applicable State and Federal statutes and regulations.

3 12. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
4 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
5 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
6 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
7 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

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

11 13. NOTICES: The persons and their addresses having authority to give and receive
12 notices under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTORS</u>
COUNTY OF FRESNO	See Exhibit A
Department of Human Resources	
2220 Tulare Street, 14 th Floor	
Fresno, CA 93721	

16 All notices between the COUNTY and the CONTRACTOR provided for or permitted
17 under this Agreement must be in writing and delivered either by personal service, by first-class United
18 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
19 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class
20 United States mail is effective three COUNTY business days after deposit in the United States mail,
21 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service
22 is effective one COUNTY business day after deposit with the overnight commercial courier service, deliver
23 fees prepaid, with deliver instructions given for the next day delivery, addressed to the recipient. A notice
24 delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such
25 transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be
26 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine
27 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
28 this section establishes, waives, or modifies any claims presentation requirements or procedures provided

1 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government
2 Code, beginning with section 810).

3 14. GOVERNING LAW: Venue for any action arising out of or related to this Agreement
4 shall only be in Fresno County, California.

5 The rights and obligations of the parties and all interpretation and performance of this
6 Agreement shall be governed in all respects by the laws of the State of California.

7 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

19 16. ENTIRE AGREEMENT: This Agreement, including all Exhibits and the COUNTY's
20 RFP and the CONTRACTOR's Response to COUNTY's RFP, constitutes the entire agreement between
21 the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
22 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
23 understanding of any nature whatsoever unless expressly included in this Agreement.

24 17. CONFIDENTIALITY:

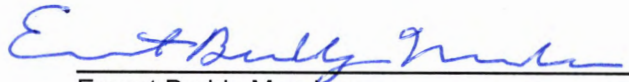
25 All services performed by CONTRACTOR under this Agreement shall be in strict conformance
26 with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

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

1 **CONTRACTORS**

COUNTY OF FRESNO

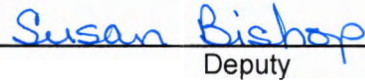
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3 SEE ATTACHED SIGNATURE PAGES



Ernest Buddy Mendes,
Chairman of the Board of Supervisors of
the County of Fresno

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

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10 By:



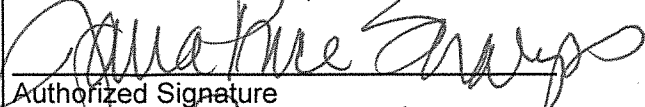
Deputy

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12 FOR ACCOUNTING USE ONLY:
13 Fund/Subclass: 0001/10000
14 ORG No.: 10100400
Account No.: 7295

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1 CONTRACTOR:

2 CALIFORNIA FORENSIC INSTITUTE

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4 Authorized Signature

5 Jana PRICE Sharps, CEO

6 Print Name & Title

7 5730 N. First St Ste 105-503

8 Mailing Address

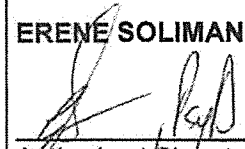
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1 **CONTRACTOR:**

2 **ERENE SOLIMAN, PSY.D.**

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Authorized Signature

5 Erene Soliman, PsyD Psychologist / Owner
Print Name & Title

6 5151 N. Palm Ste 500
Mailing Address

7 Fresno CA 93204
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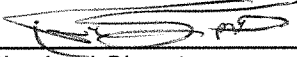
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1 CONTRACTOR:

2 KENT M. KAWAGOE, PH.D.

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Authorized Signature

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Kent M. Kawagoe, PhD

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Print Name & Title

7

5740 N. Palm Ave, Suite 105

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Mailing Address

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Frasno, CA 93704

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EXHIBIT "A"

FRESNO COUNTY DEPARTMENT OF HUMAN RESOURCES PSYCHOLOGICAL SCREENING SERVICES LIST OF CONTRACTORS

1. California Forensic Institute
2743 E. Shaw Avenue, Suite 110
Fresno, CA 93710
Attention: Dr. Jana Price-Sharps, Ed.D.
Phone No.: (559) 909-5527
2. Erene Soliman, Psy.D.
5151 N. Palm Suite 500
Fresno, CA 93704
Attention: Dr. Erene Soliman, Psy.D.
Phone No.: (559) 449-2734
3. Kent M. Kawagoe, Ph.D.
5740 N. Palm Ave, Suite 105
Fresno, CA 93704
Attention: Dr. Kent Kawagoe, Ph.D.
Phone No.: (559) 431-1900

EXHIBIT "B"

CONTRACTOR: CALIFORNIA FORENSIC INSITITUTE

Cost of Services

	Year 1	Year 2	Year 3	Year 4	Year 5
Pre-Placement Screening (at Bidder's Place of Business)	\$380	\$380	\$380	\$380	\$380
Pre-Placement Screening (Conducted Off-Site)	\$425	\$425	\$425	\$425	\$425
Hourly rate for special compulsory evaluations and special services	\$150	\$150	\$150	\$150	\$150
Third Opinion Appeal Evaluation	\$500/hr	\$500/hr	\$500/hr	\$500/hr	\$500/hr
Rate per No-Show for Appointment	No Charge	No Charge	No Charge	No Charge	No Charge
Deposition and court testimony hourly rate	\$125	\$125	\$125	\$125	\$125
Court preparation and standby hourly rate	\$100	\$100	\$100	\$100	\$100
Hourly rate for consultation services.	No Charge (under 2 hours); \$125 (over 2 hours)	No Charge (under 2 hours); \$125 (over 2 hours)	No Charge (under 2 hours); \$125 (over 2 hours)	No Charge (under 2 hours); \$125 (over 2 hours)	No Charge (under 2 hours); \$125 (over 2 hours)
Hourly rate for authorized additional pre-employment testing (in cases requiring additional testing or evaluation.)	\$125	\$125	\$125	\$125	\$125

EXHIBIT "B"

CONTRACTOR: ERENE SOLIMAN, PSY.D.

Cost of Services

	Year 1	Year 2	Year 3	Year 4	Year 5
Pre-Placement Screening (at Bidder's Place of Business)	\$395	\$402	\$410	\$419	\$427
Pre-Placement Screening (Conducted Off-Site)	\$495	\$502	\$510	\$519	\$527
Hourly rate for special compulsory evaluations and special services	\$100	\$102	\$104	\$106	\$108
Third Opinion Appeal Evaluation	\$395	\$402	\$410	\$419	\$427
Rate per No-Show for Appointment	\$125	\$127	\$130	\$132	\$135
Deposition and court testimony hourly rate	\$350	\$357	\$364	\$371	\$378
Court preparation and standby hourly rate	\$200	\$204	\$208	\$210	\$212
Hourly rate for consultation services.	\$100	\$102	\$104	\$106	\$108
Hourly rate for authorized additional pre-employment testing (in cases requiring additional testing or evaluation.)	\$100	\$102	\$104	\$106	\$108

EXHIBIT "B"

CONTRACTOR: KENT M. KAWAGOE, PH.D.

Cost of Services

	Year 1	Year 2	Year 3	Year 4	Year 5
Pre-Placement Screening (at Bidder's Place of Business)	\$425	\$450	\$450	\$450	\$450
Pre-Placement Screening (Conducted Off-Site)	\$425	\$450	\$450	\$450	\$450
Hourly rate for special compulsory evaluations and special services	\$1,500 (up to 8 hours, \$200/hr after)	\$1,500 (up to 8 hours, \$200/hr after)	\$1,500 (up to 8 hours, \$200/hr after)	\$1,500 (up to 8 hours, \$200/hr after)	\$1,500 (up to 8 hours, \$200/hr after)
Third Opinion Appeal Evaluation	\$750	\$750	\$750	\$750	\$750
Rate per No-Show for Appointment	\$150	\$150	\$150	\$150	\$150
Deposition and court testimony hourly rate	\$300	\$300	\$300	\$300	\$300
Court preparation and standby hourly rate	\$300	\$300	\$300	\$300	\$300
Hourly rate for consultation services.	No charge for informal / \$250 per hour for professional	No charge for informal / \$250 per hour for professional	No charge for informal / \$250 per hour for professional	No charge for informal / \$250 per hour for professional	No charge for informal / \$250 per hour for professional
Hourly rate for authorized additional pre-employment testing (in cases requiring additional testing or evaluation.)	\$50	\$70	\$70	\$70	\$70

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).

Exhibit C

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