

A G R E E M E N T

THIS AGREEMENT is made and entered into this 22nd day of June, 2021, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **VOCATIONAL MANAGEMENT SERVICES, INC.**, a California For-Profit Corporation, whose address is 2665 North Air Fresno Drive, Suite 110, Fresno, CA 93727, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, pursuant to the California Work Opportunity and Responsibility to Kids (CalWORKs) Act Division 9, Part 3, Chapter 2, Section 11320 et seq., COUNTY is mandated 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

WHEREAS, COUNTY's Department of Social Services, hereinafter referred to as 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

WHEREAS, 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.

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

1. OBLIGATIONS

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 21-034, dated February 26, 2021, and Addendum No. One (1) to COUNTY's RFP No. 21-034, dated March 1, 2021, and Addendum No. Two (2) to COUNTY's RFP No. 21-034, dated March 12, 2021, collectively hereinafter referred to as COUNTY's Revised RFP No. 21-029 and CONTRACTOR's response to said Revised RFP, all incorporated herein by reference and made part of this Agreement.

B. CONTRACTOR shall perform all services set forth in Exhibit A, Summary of

1 Services, attached hereto and by this reference incorporated herein.

2 C. In the event of any inconsistency among the documents described in Paragraphs
3 One (1) A and B hereinabove, the inconsistency shall be resolved by giving precedence in the following
4 order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to COUNTY's Revised
5 RFP No. 21-034, and 3) to the CONTRACTOR's response to the Revised RFP. A copy of COUNTY's
6 Revised RFP 21-034 and CONTRACTOR's response shall be retained and made available during the
7 term of this Agreement by COUNTY's Department of Social Services, hereinafter referred to as
8 COUNTY's DSS.

9 **2. TERM**

10 The term of this Agreement shall commence on July 1, 2021 through and including June 30,
11 2024.

12 **3. TERMINATION**

13 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
14 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
15 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
16 terminated, at any time by the COUNTY or the DSS Director or designee by giving the CONTRACTOR
17 thirty (30) days advance written notice.

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

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

24 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
25 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither
26 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
27 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
28 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of

1 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
2 shall promptly refund any such funds upon demand.

3 C. Without Cause - Under circumstances other than those set forth above, this
4 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director, or
5 designee, upon the giving of thirty (30) days advance written notice of an intention to terminate to
6 CONTRACTOR.

7 **4. COMPENSATION**

8 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to
9 pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit B,
10 Budget, attached hereto and by this reference incorporated herein. Mandated travel shall be reimbursed
11 based on actual expenditures and mileage reimbursement shall be at CONTRACTOR's adopted rate per
12 mile, not to exceed the IRS published rate.

13 In no event shall compensation paid for services performed under this Agreement be in
14 excess of Two Million Three Hundred Eighty-One Thousand Nine Hundred Eighteen and No/100 Dollars
15 (\$2,381,918). For July 1, 2021 through June 30, 2022, in no event shall compensation paid for services
16 performed under this Agreement be in excess of Seven Hundred Ninety-Nine Thousand Three Hundred
17 Eighty-Six and No/100 Dollars (\$799,386). For July 1, 2022 through June 30, 2023, in no event shall
18 compensation paid for services performed under this Agreement be in excess of Seven Hundred Eighty-
19 Two Thousand Five Hundred Eighty-Five and No/100 Dollars (\$782,585). For July 1, 2023 through June
20 30, 2024, in no event shall compensation paid for services performed under this Agreement be in
21 excess of Seven Hundred Ninety-Nine Thousand Nine Hundred Forty-Seven and No/100 Dollars
22 (\$799,947).

23 It is understood that all expenses incidental to CONTRACTOR'S performance of services
24 under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to comply with
25 any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation.
26 Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of
27 this Agreement shall automatically revert to COUNTY. The services provided by the CONTRACTOR
28 under this Agreement are funded in whole or in part by the State of California. In the event that funding

1 for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR.
2 The amount of the deferred payment shall not exceed the amount of funding delayed by the State
3 Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of
4 time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

5 **5. INVOICING**

6 CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month
7 for expenditures incurred to provide services rendered in the previous month to:

8 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears, for actual services
9 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of
10 CONTRACTOR's invoices by COUNTY's DSS. A Monthly Activity Report (MAR) shall accompany the
11 invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as
12 acceptable to COUNTY's DSS. Invoices shall include all corresponding documentation submitted and
13 identified by line item. Supporting documentation shall include but is not limited to receipts, invoices
14 received and documented administrative/overhead costs. No reimbursement for services shall be made
15 until invoices and MARs are reviewed and approved by COUNTY's DSS.

16 Monthly invoices must be submitted with accompanying back-up documentation, which
17 must provide proof of payment for all costs billed on the invoice. Expenditures must be billed to the invoice
18 corresponding to the month in which the expenditure was paid. All expenditures shall be reimbursed on a
19 cash basis and will not be reimbursed until paid by CONTRACTOR. Costs incurred via credit card are not
20 considered paid until the credit card payment has been made, and must be invoiced with verification of
21 credit card payment included.

22 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
23 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold
24 full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email
25 correspondence to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of
26 ninety (90) days after written or email notification of an incorrect or improper invoice. If after the ninety (90)
27 day period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS
28 Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in

1 Paragraph Three (3) of this Agreement. All final claims shall be submitted by CONTRACTOR within sixty
2 (60) days following the month of actual service for which payment is claimed. No payment for services shall
3 be made by COUNTY's DSS on claims submitted beyond sixty (60) days following the month of actual
4 service for which payment is invoiced.

5 **6. INDEPENDENT CONTRACTOR**

6 In performance of the work, duties and obligations assumed by CONTRACTOR under this
7 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
8 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
9 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
10 employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
11 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
12 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
13 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

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

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

25 **7. MODIFICATION**

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

28 B. Notwithstanding the above, changes to Exhibit B, Budget, in an amount not to

1 exceed ten percent (10%) of the total maximum compensation as identified in Section Four (4) of this
2 Agreement, may be made with the written approval of COUNTY's DSS Director or designee and
3 CONTRACTOR. Budget line item changes shall not result in any change to the maximum compensation
4 amount payable to CONTRACTOR, as stated herein.

5 C. CONTRACTOR hereby agrees that changes to the compensation under this
6 Agreement may be necessitated by a reduction in funding from State and/or Federal sources.
7 COUNTY's DSS Director or designee may modify the maximum compensation depending on State and
8 Federal funding availability, as stated in Section Four (4) in this Agreement. CONTRACTOR further
9 understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative
10 bodies which affect the provisions, term, or funding of this Agreement in any manner.

11 **8. NON-ASSIGNMENT**

12 CONTRACTOR shall not assign, transfer or sub-contract this Agreement nor their rights or
13 duties under this Agreement without the prior written consent of the COUNTY or COUNTY's DSS Director
14 or designee. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this
15 Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be held primarily
16 responsible by the COUNTY for the performance of any transferee, assignee, or subcontractor unless
17 otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by CONTRACTOR shall
18 not entitle CONTRACTOR to any additional compensation than is provided for under this Agreement.

19 **9. HOLD HARMLESS**

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

28 The provisions of this Section 9 shall survive termination of this Agreement.

1 **10. INSURANCE**

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

6 A. Commercial General Liability

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

12 B. Automobile Liability

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

16 C. Worker's Compensation

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

19 D. Additional Requirements Relating to Insurance

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

27 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
28 employees any amounts paid by the policy of worker's compensation insurance required by this

1 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
2 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
3 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

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

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

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

24 **11. CONFLICT OF INTEREST**

25 No officer, employee or agent of the COUNTY who exercises any function or responsibility
26 for planning and carrying out of the services provided under this Agreement shall have any direct or indirect
27 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed
28 by the CONTRACTOR under this Agreement to fulfill any contractual obligations with the COUNTY. The

1 CONTRACTOR shall comply with all Federal, State of California and local conflict of interest laws, statutes
2 and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any
3 officer, employee or agent of the COUNTY.

4 **12. NON-DISCRIMINATION**

5 During the performance of this Agreement CONTRACTOR shall not unlawfully discriminate
6 against any employee or applicant for employment, or recipient of services, because of ethnic group
7 identification, gender, gender identity, gender expression, sexual orientation, color, physical disability,
8 mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious
9 creed, pursuant to all applicable State of California and Federal statutes and regulations.

10 **13. LIMITED ENGLISH PROFICIENCY**

11 CONTRACTOR shall provide interpreting and translation services to persons participating in
12 CONTRACTOR's services who have limited or no English language proficiency, including services to
13 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow
14 such participants meaningful access to the programs, services and benefits provided by CONTRACTOR.
15 Interpreter and translation services, including translation of CONTRACTOR's "vital documents" (those
16 documents that contain information that is critical for accessing CONTRACTOR's services or are required
17 by law) shall be provided to participants at no cost to the participant. CONTRACTOR shall ensure that any
18 employees, agents, subcontractor, or partners who interpret or translate for a program participant, or who
19 directly communicate with a program participant in a language other than English, demonstrate proficiency
20 in the participants' language and can effectively communicate any specialized terms and concepts peculiar
21 to CONTRACTOR's services.

22 **14. CLEAN AIR AND WATER**

23 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100
24 Dollars (\$100,000), CONTRACTOR shall comply with all applicable standards, orders or requirements
25 issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33
26 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these
27 laws and regulations, CONTRACTOR shall assure:

28 A. No facility shall be utilized in the performance of the Agreement that has been listed on

1 the Environmental Protection Agency (EPA) list of Violating Facilities;

2 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any
3 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be
4 utilized in the performance of this Agreement is under consideration to be listed on the EPA list of
5 Violating Facilities;

6 C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws
7 and regulations; and

8 D. This assurance shall be included in every nonexempt sub-grant, contract, or
9 subcontract.

10 **15. DRUG-FREE WORKPLACE REQUIREMENTS**

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

18 **16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND**
19 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

20 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of State
21 funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to notify
22 COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement,
23 CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:

24 1) Are not presently debarred, suspended, proposed for debarment, declared
25 ineligible, or voluntarily excluded by any Federal department or agency; and

26 2) Shall not knowingly enter into any covered transaction with an entity or person
27 who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or
28 voluntarily excluded from participation in such transaction.

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

4 C. CONTRACTOR shall include a clause titled “Certification Regarding Debarment,
5 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and similar in
6 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier
7 covered transactions.

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

11 **17. CONFIDENTIALITY AND SECURITY**

12 All services performed by CONTRACTOR under this Agreement shall be in strict
13 conformance with all applicable Federal, State of California, and/or local laws and regulations relating to
14 confidentiality. CONTRACTOR shall require its employees, agents, officers and subcontractors to comply
15 with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well as the
16 California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19-0000 and
17 the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section
18 2H. These Code sections provide that:

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

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

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

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

4 In addition, CONTRACTOR, its employees, agents and officers shall comply, and require all
5 of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement between the
6 California DHCS and the County of Fresno that is then in effect, and (2) the Privacy and Security
7 Agreement between the CDSS and the County of Fresno that is then in effect, both of which together shall
8 be referred to as "the Agreements" and are incorporated herein by this reference. The current versions of
9 both the DHCS and CDSS Privacy and Security agreements are available upon request or can be viewed
10 at: <http://www.co.fresno.ca.us/MediCalPrivacy/>. CONTRACTOR shall insure that all personally identifiable
11 information (PII), as defined in the Agreements, concerning program recipients shall be kept confidential
12 and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly
13 connected with the administration of the program. CONTRACTOR shall use appropriate administrative,
14 physical, and technical safeguards to protect PII, as set forth in the Agreements. Upon discovery of a
15 breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, CONTRACTOR shall
16 immediately report the incident to the COUNTY by calling (559) 600-2300 or E-mailing at
17 dssprivacyofficer@fresnocountyca.gov. CONTRACTOR shall certify that all employees, agents, officers,
18 and subcontractors have received privacy and security training before accessing any PII and have received
19 refresher training annually, as required by the Agreements.

20 **18. SINGLE AUDIT CLAUSE**

21 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000) or
22 more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in
23 accordance with the requirements of the Single Audit Standards as set forth in Office of Management
24 and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. CONTRACTOR shall submit
25 said audit and management letter to COUNTY. The audit must include a statement of findings or a
26 statement that there were no findings. If there were negative findings, CONTRACTOR must include a
27 corrective action signed by an authorized individual. CONTRACTOR agrees to take action to correct any
28 material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to

1 COUNTY's DSS, Administration, for review within nine (9) months of the end of any fiscal year in which
2 funds were expended and/or received for the program. Failure to perform the requisite audit functions as
3 required by this Agreement may result in COUNTY performing the necessary audit tasks, or at
4 COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the
5 inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this
6 Agreement are the sole responsibility of CONTRACTOR.

7 B. A single audit report is not applicable if all CONTRACTOR's Federal contracts do
8 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR's
9 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be
10 performed and a program audit report with management letter shall be submitted by CONTRACTOR to
11 COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be
12 delivered to COUNTY's DSS, Administration, for review no later than nine (9) months after the close of
13 the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with
14 this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified
15 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of
16 CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or
17 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall
18 be billed to the CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-
19 Controller/Treasurer-Tax Collector.

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

25 **19. PROPERTY OF COUNTY**

26 CONTRACTOR agrees to take reasonable and prudent steps to ensure the security of
27 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain
28 replacement-value insurance coverages on said hardware and software of like kind and quality

1 approved by COUNTY.

2 All purchases over Five Thousand Dollars (\$5,000) made during the life of this
3 Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an assigned
4 Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by COUNTY,
5 as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.
6 CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be
7 physically present when fixed assets are returned to COUNTY possession at the termination or
8 expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY
9 owned fixed assets upon the expiration or termination of this Agreement.

10 **20. AUDITS AND INSPECTIONS**

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

16 If this Agreement exceeds Ten Thousand Dollars (\$10,000.00), CONTRACTOR shall be
17 subject to the examination and audit of the Auditor General for a period of three (3) years after final
18 payment under contract (Government Code Section 8546.7).

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

1 **21. FRATERNIZATION**

2 CONTRACTOR shall establish procedures addressing fraternization between
3 CONTRACTOR's staff and clients. Such procedures will include provisions for informing CONTRACTOR's
4 staff and clients regarding fraternization guidelines.

5 **22. GRIEVANCES**

6 CONTRACTOR shall establish procedures for handling client complaints and/or grievances.
7 Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve
8 such issues.

9 **23. STATE ENERGY CONSERVATION**

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

13 **24. CHARITABLE CHOICE**

14 CONTRACTOR may not discriminate in its program delivery against a client or potential
15 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively
16 participate in a religious practice. Any specifically religious activity or service made available to individuals
17 by the CONTRACTOR must be voluntary as well as separate in time and location from COUNTY funded
18 activities and services. CONTRACTOR shall inform COUNTY as to whether it is faith-based. If
19 CONTRACTOR identifies as faith-based, they must submit to COUNTY's DSS a copy of its policy on
20 referring individuals to alternate treatment CONTRACTOR, and include a copy of this policy in their client
21 admission forms. The policy must inform individuals that they may be referred to an alternative provider if
22 they object to the religious nature of the program and include a notice to DSS. Adherence to this policy will
23 be monitored during site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by
24 July 1 of each year CONTRACTOR will be required to report to COUNTY's DSS the number of individuals
25 who requested referrals to alternate providers based on religious objection.

26 **25. PROHIBITION ON PUBLICITY**

27 None of the funds, materials, property, or services provided directly or indirectly under this
28 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of

1 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
2 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to
3 raise public awareness about the availability of such specific services when approved in advance by the
4 Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the
5 use of media (i.e., radio, television, newspapers) and any other related expense(s).

6 **26. PUBLIC INFORMATION**

7 CONTRACTOR shall disclose COUNTY as a funding source in all public information.

8 **27. NOTICES**

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

11 COUNTY

12 Director, COUNTY OF FRESNO
13 Department of Social Services
P.O. Box 1912
Fresno, CA 93718

CONTRACTOR

Director
Vocational Management Services, Inc.
2665 N. Air Fresno Dr. Suite 110
Fresno, CA 93727

14 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
15 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
16 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
17 personal service is effective upon service to the recipient. A notice delivered by first-class United States
18 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
19 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
20 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
21 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
22 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
23 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
24 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
25 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
26 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
27 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
28 beginning with section 810).

1 **28. GOVERNING LAW**

2 Venue for any action arising out of or related to this Agreement shall only be in Fresno
3 County, California.

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

6 **29. CHANGE OF LEADERSHIP/MANAGEMENT**

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

13 **30. LOBBYING AND POLITICAL ACTIVITY**

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

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

19 **31. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

23 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
24 transactions that they are a party to while CONTRACTOR is providing goods or performing services
25 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
26 is a party and in which one or more of its directors has a material financial interest. Members of the
27 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
28 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated

1 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
2 transaction or immediately thereafter.

3 **32. SEVERABILITY**

4 The provisions of this Agreement are severable. The invalidity or unenforceability of any
5 one provision in the Agreement shall not affect the other provisions.

6 **33. ENTIRE AGREEMENT**

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

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

3
4 **CONTRACTOR:**
5 **VOCATIONAL MANAGEMNT SERVICES, INC.**

6 By: James M Clay

7 Print Name: James M Clay

8 Title: President
9 Chairman of the Board, or
10 President, or any Vice President

11
12 By: James Walters

13 Print Name: JAMES WALTERS

14 Title: Sec/TREAS.
15 Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
18 any Assistant Treasurer

19
20 Mailing Address:
21 2665 N. Air Fresno Ave. Suite 110
22 Fresno, CA 93727
23 Phone No: (559) 456-8550
24 Contact: Jim Walters

25 FOR ACCOUNTING USE ONLY:

26 Fund/Subclass: 0001/10000
27 ORG No.: 56107001
28 Account No.: 7870

COUNTY OF FRESNO

Steve Brandau
Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

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

By: Lise Boyd
Deputy

SUMMARY OF SERVICES

ORGANIZATION: Vocational Management Services Inc.

ADDRESS: 2665 North Air Fresno Drive, Suite 110

SERVICES: CalWORKs Job Ready Services for Participants with Disabilities

TELEPHONE: (559) 459-8550

CONTACTS: James D. Walters, Director

EMAIL: vms@unwirebb.com

OVERVIEW

Vocational Management Services Inc. (VMS) shall provide employability services to participants with disabilities who are recipients of California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) benefits. The provided services will be a specialized program that includes job training and readiness components as well as assistance with job search, job placement, job retention, and case management.

The program shall have as its goal providing participants, who have a learning disability (LD), intellectual disability (ID), or physical disability (PD), with soft skills and employability training; screening and working with the Department of Social Services (DSS) to remove barriers to employment; and assisting participants with job search/preparation that will lead to employment and/or transition to a WTW approved activity within 180 days of start of services.

These services will be offered in person in the City of Fresno, as well as via remote learning throughout Fresno County.

I. TARGET POPULATION

These services are intended for recipients of California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) benefits, who have been assessed with, or disclosed having, a LD, ID, or PD. Only individuals referred by DSS may participate in the program.

II. SERVICE LOCATION AND HOURS OF OPERATION

VMS shall have an office location in the City of Fresno as well as provide services remotely to participants throughout Fresno County. Services shall be provided during the schedule listed below, except holidays which are observed by the County of Fresno. DSS may approve other holidays or closures as requested in advance by VMS.

A. Designated Office Space

1. The Fresno office shall include at least one office spaces that DSS can utilize for purpose of this program.

B. Technology

1. VMS shall provide a laptop lending library complete with hotspot cards to provide participants remote access for services.

C. Hours of Operation, service hours will include:

1. Monday through Friday, 8:00 am – 4:30 pm.
2. VMS staff will be available, as need arises, during non-traditional hours of operation.

III. PROGRAM SERVICES

VMS shall provide participants open-entry/open-exit for services and allow participants to have an individualized education and employment services plan. Each participant will be provided between 4 to 40 hours of services per week, for up to 180 days, based on the participant's required weekly WTW hours. Workshops will be offered daily with an AM session and a PM session.

A. Program Capacity

1. Office Workshop Capacity
 - a) AM Session - up to 35 participants
 - b) PM Session - up to 35 participants
2. Remote learning Capacity
 - a) AM Session - up to 5 participants
 - b) PM Session - up to 5 participants

B. Provided Services

Provided Services will include, but not be limited to:

1. Workshop Curriculum that is employability-focused
2. Specialized Adult Basic Education including GED and High School Diploma tutoring
3. Specialized Vocational Training with a focus on modern workplace integration or production assembly
4. Counseling to address barriers to program engagement and self-sufficiency
5. Case Management that includes but is not limited to: referrals/linkages to specialized psychological therapy, drug treatment, medical treatment, dental care, vision and hearing services, and driver's license tests
6. Job Search, Job Development, and Retention Services
7. Supervised Work Experience

VMS will work with participants to create a flexible schedule and/or make up hours missed.

C. Referral Outreach

Referral Outreach is defined as engagement of referred participants, of non-responsive referrals, and of participants that have missed scheduled services. VMS shall conduct Referral Outreach for all DSS referrals and participants.

V. VMS COLLABORATIONS

VMS will collaborate with County and community partners for participants to understand benefits and resources afforded by the partners.

VI. REPORTING REQUIREMENTS

A. Meeting with DSS

1. VMS will be responsible for meeting with DSS quarterly, or more often as requested by DSS for contract and performance monitoring.
2. VMS will obtain a release of information from all participants to ensure confidentiality is not breached when communicating and sharing client-specific information in reports and discussions with DSS.

B. Participant Weekly Progress Reports

1. Participant Weekly Progress Reports (PR) will be completed for all referred participants.
2. PR will be submitted by 5:00 pm every Friday or other DSS-approved day.
3. VMS will submit a PR within one business days for of all discharged participants.
4. PR will include:
 - a) Participant's weekly attendance
 - b) Other information requested by DSS

C. Monthly Reporting

1. VMS will be required to submit a monthly report to DSS that will include, but not be limited to:
 - a) Actual expenses with backup documentation organized in a method approved by DSS. Invoices shall include all corresponding documentation submitted and be identified by line item. Supporting documentation shall include but is not limited to: receipts, invoices received, and documented administrative/overhead costs.
 - b) A monthly activity report including outcomes and other relevant data as requested by DSS.
2. Other program information requested by DSS.

VII. DSS REQUIRED TRAININGS

VMS will provide Civil Rights and Privacy and Security training to their staff within 30 days of the commencement of this Agreement. VMS will provide annual Civil Rights and Privacy and Security training to their staff in the beginning of every calendar year and will provide relevant proof of completion to DSS by April 1st of every calendar year. VMS will ensure all new hires receive both trainings and proof of completion to DSS is submitted within 30 days of their hire.

VMS will provide any other additional trainings to staff as they become required by DSS. DSS is to provide training material for VMS staff.

VIII. DSS RESPONSIBILITIES

DSS shall be responsible for referring appropriate participants to VMS for Specialized Job Ready Employability Services for participants with disabilities.

1. DSS will confirm and verify participant eligibility to services.
2. DSS will provide VMS with participant's disability assessments when applicable.
3. DSS will provide referrals for services and ensure that all referred participants' required WTW participation hours are provided to VMS.
4. DSS shall ensure VMS is provided with all relevant contact information for each referred participant.
5. DSS staff shall meet with VMS staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.
6. DSS will provide participants with applicable supportive services, including but not limited to: transportation fare/reimbursement, childcare, and other ancillary items to address employment barriers.

IX. PERFORMANCE MEASURES

For each contract period, VMS shall meet the following performance measurements and levels:

A. Outcome 1: Program Engagement Rate (70%)

70% of all participants who complete intake will be enrolled for services as measured by:

1. Participants who complete enrollment paperwork.
2. Participants who continue to participate for at least 30 calendar days.

B. Outcome 2: Program Effectiveness Rate (55%)

55% of all participants who complete the program will become employed or participate in a WTW activity within 180 days of start of services.

C. Outcome 3: Employment Retention Rate (65%)

65% of participants who successfully complete the program and become employed will retain employment for at minimum 60 days.

DSS will consider VMS performance levels when determining whether to execute the optional extension term of this agreement.

BUDGET

ORGANIZATION: Vocational Management Services, Inc.
SERVICES: Job Ready Services for Participants with Disabilities
CONTRACT PERIOD: July 1, 2021- June 30, 2022
TERM AMOUNT: \$799,386.00

BUDGET CATEGORY	TOTAL
SALARIES	\$ 362,544.00
Positions	
Director (.5 FTE)	
Lead Counselor/Teacher (1 FTE)	
Counselor/Teacher (2 FTE)	
Aide (2FTE)	
Job Developer (1 FTE)	
Office Manager/Aide (1 FTE)	
BENEFITS	\$164,698.00
Includes Health Ins, Retirement, Life Insurance	
PAYROLL TAXES	\$29,583.00
FICA, SUI	
INSURANCE	\$13,547.00
Includes Commercial General Liability, Automobile Liability, Workers Compensation	
COMMUNICATIONS	\$14,280.00
Includes Office Telephone & Internet, Staff Cell Phone Monthly reimbursement, Internet Hot Spots	
OFFICE EXPENSES	\$14,632.00
Includes Equipment Maintenance Repair, Building Maintenance Supplies, General Day-to-Day Office Consumables, Microsoft Office 365, Desk Top Supplies	
OFFICE LEASE	\$51,852.00
Fresno Office Lease	
UTILITIES	\$9,250.00
Fresno Office Utilities	
EQUIPMENT PURCHASE	\$26,000.00
Includes Desktops, Laptops, Write Pads	
TRANSPORTATION	\$8,000.00
Includes Staff Mileage Reimbursement when conducting home visits	
PROGRAM SUPPLIES	\$22,750.00
Includes Testing Material, Shop Supplies, Workbooks/ Instructional Aides, Cognitive Training Software	
OTHER	\$22,250.00
Audit, Accounting, Perceptual Motor Consultant	
INDIRECT COSTS	\$60,000.00
Includes Administrative Costs	
CONTRACT PERIOD TOTAL	\$799,386.00

BUDGET

ORGANIZATION: Vocational Management Services, Inc.
SERVICES: Job Ready Services for Participants with Disabilities
CONTRACT PERIOD: July 1, 2022- June 30, 2023
TERM AMOUNT: \$782,585.00

BUDGET CATEGORY	TOTAL
SALARIES	\$368,555.00
Positions	
Director (.5 FTE)	
Lead Counselor/Teacher (1 FTE)	
Counselor/Teacher (2 FTE)	
Aide (2FTE)	
Job Developer (1 FTE)	
Office Manager/Aide (1 FTE)	
BENEFITS	\$160,849.00
Includes Health Ins, Retirement, Life Insurance	
PAYROLL TAXES	\$30,042.00
FICA, SUI	
INSURANCE	\$13,831.00
Includes Commercial General Liability, Automobile Liability, Workers Compensation	
COMMUNICATIONS	\$14,745.00
Includes Office Telephone & Internet, Staff Cell Phone Monthly reimbursement, Internet Hot Spots	
OFFICE EXPENSES	\$14,959.00
Includes Equipment Maintenance Repair, Building Maintenance Supplies, General Day-to-Day Office Consumables, Microsoft Office 365, Desk Top Supplies	
OFFICE LEASE	\$52,888.00
Fresno Office Lease	
UTILITIES	\$9,435.00
Fresno Office Utilities	
EQUIPMENT PURCHASE	\$0.00
Includes Desktops, Laptops, Write Pads	
TRANSPORTATION	\$11,185.00
Includes Staff Mileage Reimbursement when conducting home visits	
PROGRAM SUPPLIES	\$23,147.00
Includes Testing Material, Shop Supplies, Workbooks/ Instructional Aides, Cognitive Training Software	
OTHER	\$22,735.00
Audit, Accounting, Perceptual Motor Consultant	
INDIRECT COSTS	\$60,214.00
Includes Administrative Costs	
CONTRACT PERIOD TOTAL	\$782,585.00

BUDGET

ORGANIZATION: Vocational Management Services, Inc.
SERVICES: Job Ready Services for Participants with Disabilities
CONTRACT PERIOD: July 1, 2023- June 30, 2024
TERM AMOUNT: \$799,947.00

BUDGET CATEGORY	TOTAL
SALARIES	\$375,926.00
Positions	
Director (.5 FTE)	
Lead Counselor/Teacher (1 FTE)	
Counselor/Teacher (2 FTE)	
Aide (2FTE)	
Job Developer (1 FTE)	
Office Manager/Aide (1 FTE)	
BENEFITS	\$166,547.00
Includes Health Ins, Retirement, Life Insurance	
PAYROLL TAXES	\$30,606.00
FICA, SUI	
INSURANCE	\$ 14,220.00
Includes Commercial General Liability, Automobile Liability, Workers Compensation	
COMMUNICATIONS	\$15,221.00
Includes Office Telephone & Internet, Staff Cell Phone Monthly reimbursement, Internet Hot Spots	
OFFICE EXPENSES	\$15,292.00
Includes Equipment Maintenance Repair, Building Maintenance Supplies, General Day-to-Day Office Consumables, Microsoft Office 365, Desk Top Supplies	
OFFICE LEASE	\$53,946.00
Fresno Office Lease	
UTILITIES	\$9,700.00
Fresno Office Utilities	
EQUIPMENT PURCHASE	\$2,000.00
Includes Desktops, Laptops, Write Pads	
TRANSPORTATION	\$8,253.00
Includes Staff Mileage Reimbursement when conducting home visits	
PROGRAM SUPPLIES	\$23,652.00
Includes Testing Material, Shop Supplies, Workbooks/ Instructional Aides, Cognitive Training Software	
OTHER	\$23,226.00
Audit, Accounting, Perceptual Motor Consultant	
INDIRECT COSTS	\$61,358.00
Includes Administrative Costs	
CONTRACT PERIOD TOTAL	\$799,947.00

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:	