

A G R E E M E N T

THIS AGREEMENT is made and entered into this 18th day of June, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **Foster Assessment Center and Testing Service, Inc.**, a California corporation, whose address is 516 Pennsfield Place, Suite 108, Thousand Oaks, CA 91360, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, pursuant to the California Work Opportunity and Responsibility to Kids Act (Welfare and Institutions Code Sections 11200 et set. hereinafter called "CalWORKs") and in accordance with the Welfare and Institutions Code section 11325.4, COUNTY is required to provide specialized assessments for participants to develop a Welfare to Work plan; and

WHEREAS, 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

WHEREAS, CONTRACTOR has the expertise and is willing and able to provide said 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

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 19-057, dated March 14, 2019, and Addendum No. One (1) to COUNTY's RFP No. 19-057, dated March 21, 2019, collectively hereinafter referred to as COUNTY's Revised RFP No. 19-057 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 Services, attached hereto and by this reference incorporated herein.

C. In the event of any inconsistency among the documents described in Paragraphs One (1)

A and B hereinabove, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to COUNTY's Revised RFP No., and 3) to the CONTRACTOR's response to the Revised RFP. A copy of COUNTY's Revised RFP 19-057 and CONTRACTOR's response shall be retained and made available during the term of this Agreement by COUNTY's Department of Social Services, hereinafter referred to as COUNTY's DSS.

2. TERM

The term of this Agreement shall commence on July 1, 2019 through and including June 30, 2020. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The COUNTY's DSS Director, or designee, is authorized to execute such written approval on behalf of the COUNTY based on CONTRACTOR's satisfactory performance.

3. TERMINATION

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

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

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

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

shall promptly refund any such funds upon demand.

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

4. COMPENSATION

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

In no event shall actual services performed under this Agreement be in excess of Two Hundred Eighty Thousand One Hundred Seventy Five and No/100 Dollars (\$280,175) for the initial period of July 1, 2019 through June 30, 2020. In no event shall actual services performed under this Agreement be in excess of Two Hundred Eighty Thousand One Hundred Seventy Five and No/100 Dollars (\$280,175) for each subsequent twelve (12) month period of this Agreement. The cumulative total of this Agreement shall not be in excess of Eight Hundred Forty Thousand Five Hundred Twenty Five and No/100 Dollars (\$840,525).

Except as provided below regarding State payment delays, payments by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY's DSS. If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation. All final claims shall be submitted by CONTRACTOR within (60) days following the final month of service per contract year. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY. Payments by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY.

It is understood that all expenses incidental to CONTRACTOR'S performance of services

under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation.

To the extent permitted by State and Federal rules and regulations, advanced payment of up to twenty percent (20%) of the compensation under this Agreement may be requested of COUNTY by CONTRACTOR. Advance payments shall be limited to implementation costs for new and/or expanded services only. Approval of an advanced payment is at the sole discretion of COUNTY's DSS Director or designee. If advanced payment occurs, the amount of the advanced payment shall be deducted in equal installments from claims submitted for the last six (6) months of the initial period of this Agreement.

5. INVOICING

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

DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears, for actual services provided during the preceding month. A Monthly Activity Report (MAR) shall accompany the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable to COUNTY's DSS. Invoices shall include all corresponding documentation submitted and identified by line item. Supporting documentation shall include but is not limited to receipts, invoices received and documented administrative/overhead costs. No reimbursement for services shall be made until invoices, MARs and outcomes are received, reviewed and approved by COUNTY's DSS.

At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email correspondence to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after written or email notification of an incorrect or improper invoice. If after the ninety (90) period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement. All final claims shall be submitted by CONTRACTOR within sixty (60) days following the month of actual service for which payment is claimed. No payment for services shall be made by COUNTY's DSS on claims submitted beyond sixty (60) days following the month of actual

1 service for which payment is invoiced.

2 6. INDEPENDENT CONTRACTOR:

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

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

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

22 7. MODIFICATION:

23 A. Any matters of this Agreement may be modified from time to time by the written
24 consent of all the parties without, in any way, affecting the remainder.

25 B. Notwithstanding the above, changes to line items in the budget, attached hereto as
26 Exhibit B, in an amount not to exceed ten percent (10%) of the total maximum compensation as
27 identified in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's
28 DSS Director or designee and CONTRACTOR. Budget line item changes shall not result in any change

1 to the maximum compensation amount payable to CONTRACTOR, as stated herein.

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

8 8. NON-ASSIGNMENT:

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

16 9. HOLD HARMLESS:

17 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
18 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
19 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
20 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
21 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
22 costs), 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 10. INSURANCE

26 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
27 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
28 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling

1 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

2 A. Commercial General Liability

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

8 B. Automobile Liability

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

12 C. Professional Liability

13 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
14 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
15 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

16 D. Worker's Compensation

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

19 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 the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
7 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that
8 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
9 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
10 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
11 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
12 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
13 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
14 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
15 by 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 of 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 Clear 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:

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1 A. No facility shall be utilized in the performance of the Agreement that has been listed on
2 the Environmental Protection Agency (EPA) list of Violating Facilities;

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

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

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

11 15. DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

26 1. Are not presently debarred, suspended, proposed for debarment, declared
27 ineligible, or voluntarily excluded by any Federal department or agency; and

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

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

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

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

17. CONFIDENTIALITY:

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

18. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to CONTRACTOR by COUNTY, including but not limited to the following:

A. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on any hard-disk drive.

B. CONTRACTOR is responsible to employ strict controls to insure the integrity and security of COUNTY's confidential information and to prevent unauthorized access to data maintained in

1 computer files, program documentation, data processing systems, data files and data processing
2 equipment which stores or processes COUNTY data internally and externally.

3 C. Confidential client information transmitted to one party by the other by means of
4 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT
5 or higher. Additionally, a password or pass phrase must be utilized.

6 D. CONTRACTOR is responsible to immediately notify COUNTY of any breaches or
7 potential breaches of security related to COUNTY's confidential information, data maintained in computer
8 files, program documentation, data processing systems, data files and data processing equipment which
9 stores or processes COUNTY data internally or externally.

10 E. In the event of a breach of security related to COUNTY's confidential client information
11 provided to CONTRACTOR, COUNTY will manage the response to the incident, however, CONTRACTOR
12 will be responsible to issue any notification to affected individuals as required by law or as deemed
13 necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a
14 result of providing the required notification. When no longer needed, all Medi-Cal Personally Identifiable
15 Information, as defined in the Medi-Cal Data Privacy and Security Agreement between the California DHCS
16 and the County of Fresno, Agreement No. A-16-659, whether stored in print or electronic format, must be
17 destroyed and disposed of through confidential means, as described in Agreement No. A-16-659.

18 Agreement no. A-16-659 is available upon request or can be viewed at:

19 <http://www.co.fresno.ca.us/MediCalPrivacy/>.

20 F. The requirements in this Data Security provision shall apply to CONTRACTOR's
21 subcontractor, if any.

22 19. SINGLE AUDIT CLAUSE:

23 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000)
24 or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit
25 in accordance with the requirements of the Single Audit Standards as set forth in Office of Management
26 and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. CONTRACTOR shall submit
27 said audit and management letter to COUNTY. The audit must include a statement of findings or a
28 statement that there were no findings. If there were negative findings, CONTRACTOR must include a

1 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to
2 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be
3 delivered to COUNTY's DSS, Administration, for review within nine (9) months of the end of any fiscal
4 year in which funds were expended and/or received for the program. Failure to perform the requisite
5 audit functions as required by this Agreement may result in COUNTY performing the necessary audit
6 tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may result
7 in the inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related
8 to this Agreement are the sole responsibility of CONTRACTOR.

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

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

27 20. PROPERTY OF COUNTY

28 CONTRACTOR agrees to take reasonable and prudent steps to ensure the security of

any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain replacement-value insurance coverages on said hardware and software of like kind and quality approved by COUNTY.

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

21. AUDITS AND INSPECTIONS:

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

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

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

COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes, decisions and actions.

22. FRATERNIZATION

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

23. STATE ENERGY CONSERVATION

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

24. CHARITABLE CHOICE

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

25. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to

raise public awareness about the availability of such specific services when approved in advance by the Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

26. NOTICES:

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

COUNTY

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

CONTRACTOR

Andrea Foster, CEO
Foster Assessment Center and Testing Service, Inc.
516 Pennfield Place, Ste 108
Thousand Oaks, CA 91360

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

27. GOVERNING LAW:

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

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

3 28. CHANGE OF LEADERSHIP/MANAGEMENT:

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

10 29. LOBBYING ACTIVITY:

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

14 30. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

26 31. SEVERABILITY

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

1 32. ENTIRE AGREEMENT:

2 This Agreement constitutes the entire agreement between the CONTRACTOR and
3 COUNTY 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.

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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 **Foster Assessment Center & Testing**
6 **Service, Inc.**

7 By: Andrea Foster

8 Print Name: Andrea Foster

9 Title: CEO

10 Chairman of the Board, or
11 President, or any Vice President

12
13 By: Katie Foster

14 Print Name: Katie Foster

15 Title: Secretary

16 Secretary (of Corporation), or
17 any Assistant Secretary, or
18 Chief Financial Officer, or
19 any Assistant Treasurer

20
21 Mailing Address:
22 516 Pennfield Place, Ste 108
23 Thousand Oaks, CA 91360
24 Phone No: (805) 497-1685
25 Contact: Andrea Foster, CEO

26 **FOR ACCOUNTING USE ONLY:**

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

COUNTY OF FRESNO

By: Nathan Magsig

Nathan Magsig, 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: Rose Cuyler
Deputy

SUMMARY OF SERVICES

ORGANIZATION: Foster Assessment Center & Testing Service, Inc.

ADDRESS: 516 Pennfield Place Ste 108 Thousand Oaks, CA 91360

SERVICES: CalWORKs Assessment Services

TELEPHONE: (805) 497-1685

CONTACTS: Andrea Foster

EMAIL: andreafooster@fosterassessments.com

AMOUNT: July 1, 2019 - June 30, 2020 (\$280,175)
July 1, 2020 - June 30, 2021 (\$280,175)
July 1, 2021 - June 30, 2022 (\$280,175)

I. SUMMARY OF SERVICES

CONTRACTOR shall provide specialized assessment services for referred CalWORKs participants, residing in Fresno County, who have limited English speaking ability, potential learning disabilities, potential trauma symptoms, and other unique needs.

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 DSS' determination. DSS will use the assessments for the following purposes:

1. Provide an evaluation of the CalWORKs participants' academic abilities, aptitudes, and work history.
2. Develop a Welfare to Work Plan (WTW) as appropriate and/or Learning Disabilities Profile for each CalWORKs participant based on test results and information obtained in client interviews.
3. 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.

4. Provide a third-party review of assessment plans written by DSS as requested and determine if the plan is appropriate. Additionally, if review of the DSS plan requires a new assessment, testing will be completed, and a new plan will be developed by CONTRACTOR.
5. Screen referred clients for potential trauma symptoms (anxiety, panic episodes, traumatic events, psychotic episodes) during the intake interview process using the Trauma Symptom Inventory (TSI). This will be included in the WTW Plan submitted to the DSS Job Specialist.

CONTRACTOR shall also ensure that Limited English Proficient (LEP) clients have meaningful, effective, and equal access at every point of contact with project services.

II. SCHEDULE AND LOCATION OF SERVICES

Schedule and location of services will meet the needs of DSS and will include services provided in rural Fresno County.

1. The scheduling of assessments will be coordinated with DSS.
2. CONTRACTOR will have a centrally-located main facility in the City of Fresno to provide assessments so clients can access services.
3. Services will be available during normal business hours, Monday through Friday, 8:00 A.M. through 5:00 P.M.
4. CONTRACTOR will advise DSS of any planned staff absences/vacations, a minimum of two weeks in advance, in order to reschedule clients. However, if at any time the assessor or other essential staff is unexpectedly sick/unavailable (i.e. ill, car issues, company staff training, vacation, medical appointments, etc.) FACTS will reschedule clients, making DSS aware of the changes no later than the next business day.
5. Scheduling of clients will remain flexible and limited to the capacity of one assessor, with further flexibility if “no show” rates decrease.
6. CONTRACTOR will provide services at Selma Regional Center or another mutually agreed upon Regional center on a bi-weekly basis. If there are not sufficient referrals to warrant regional bi-weekly services, DSS and CONTRACTOR shall mutually discuss and agree upon another schedule.
7. The facility shall be consistent with the Commission on Accreditation of Rehabilitation Facilities (CARF) standards.

III. TARGET POPULATION

Services under this budget will be restricted to only CalWORKs recipients referred through DSS.

IV. CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR shall provide up to 300 comprehensive Assessment Services for referred CalWORKs recipients per year. If assessments surpass this total, DSS will negotiate with CONTRACTOR on additional compensation for the additional assessments.

A. SPECIALIZED ASSESSMENTS

In the event that a participant requires a specialized assessment that cannot be completed by DSS staff, the participant will be scheduled for the specialized assessment with the CONTRACTOR. CONTRACTOR shall take into consideration the following information gathered from the assessment to develop the WTW Plan:

1. Detailed information on any past or present employment history and an inventory of the client's employment skills, knowledge, and abilities.
2. Detailed information regarding the client's current attendance in vocational/educational type training should be discussed and included in the plan. (i.e. school, date of enrollment, type of training, hours per week, degree or certification program, etc.) If applicable, any past education/training should also be included in the development of the plan.
3. The participant's needs, including the need for supportive services (i.e. child care, transportation, ancillary costs, etc.)
4. An evaluation of the chances of employment, given the current skills of the participant and the local labor market conditions.
5. Local labor market information. The information referenced above must be included in the packet provided to DSS.
6. Other information that can ensure a comprehensive plan.

NOTE: At any time, if the participant does not agree with the results of the assessment, or the WTW Plan from CONTRACTOR, the client will be referred to DSS for an impartial Third Party Review. DSS will follow established guidelines for Third Party Reviews.

B. LIMITED ENGLISH PROFICIENT ASSESSMENTS (INCLUDES WTW PLAN)

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 language barriers are anticipated.

CONTRACTOR will provide assessments services to all referred CalWORKs WTW participants in a timely manner. The expected length of time for completion of each assessment is as follows: CONTRACTOR will provide LEP assessments as a one-day process (up to eight hours) that will be completed on the same day of assessment in both rural and urban areas. However, if extenuating circumstances arise, CONTRACTOR may extend the assessment to two days for those participants requiring such.

1. Non-English Non-Spanish referrals will be limited to one language per session, or a mutually agreed upon schedule.

C. LEARNING DISABILITY EVALUATION (LDE)

1. Referral Process:

Counties are required to offer learning disabilities screening to CalWORKs WTW individuals upon entering the program or when certain events occur, indicating that the participant may have a potential learning disability. These events may include, but are not limited to any of the following:

- a) Individuals that have a suspected learning disability, as identified by the DSS, outside service provider, or the participant.
- b) Individuals that are in good cause determination, compliance, or sanction processes.
- c) Individuals that are failing to maintain satisfactory progress in their WTW activities, including employment.

Upon determination that a learning disability evaluation is necessary, DSS will complete the Learning Disability Screening with the participant. Participants are not required to be evaluated for a suspected learning disability and may choose to decline the screening and evaluation. If the participant agrees to an evaluation, they will be referred to CONTRACTOR. When accommodations are required, for either testing or vocational activity, recommendations will be made regarding resources for persons with such disabilities and specific referrals suggested for various compensatory or support services that will be included in the WTW Plan.

CONTRACTOR will complete the LDE in one day provided there are three or less participants per day per assessor. If four or more participants are expected, and the assessor is off-site (from the Fresno assessment center) and working on their own, the assessment may take up to two days.

2. Testing and Evaluation Process:

In addition to an initial interview and wrap-up session, several tests will be administered. Testing will be individualized and tailored to meet the particular needs

of each client. All of the tests listed below are multi- purpose and wide-ranging in scope and designed to identify many different challenges. Test selection and administration will be done with caution and according to the needs and capabilities of the participant.

These tests will be used, as they are relatively free of culture bias and can be modified to suit the needs of limited English speakers. The Center Director/Lead Assessor will assist professional staff in the administration of the tests.

The following tests, in addition to others upon DSS approval, may be used to complete the assessments:

- a) WJ-IIIIR Tests of Cognitive and/or Achievement
- b) WJ-IVR Tests of Cognitive and/or Achievement
- c) Trauma Symptom Inventory
- d) Gates-MacGinitie Reading Test
- e) TABE- Test of Adult Basic Skills(To be used only if CASAS is not used)
- f) Revised BETA III
- g) Raven Standard Progressive Matrices
- h) TONI 4- Test of Non-Verbal Ability
- i) COPS - Career Occupational Preference System
- j) MPFB - Minnesota Paper Form Board
- k) GCT - General Clerical Test
- l) Bennett Mechanical Comprehension Test
- m) Purdue Pegboard
- n) Myers-Briggs Type Indicator
- o) SkillCheck
- p) WRATIV

For the purpose of identifying interest and skill set, work sample assessments may include, but are not limited to VALPAR, TOWERS, and JEVS tests.

3. Reporting Process:

For all assessments, a separate written participation profile will be developed based on individual interviews, discovery, and assessment results. The profile will provide a brief discussion of the test implications and conclude with recommendations for further action and/or referrals for needed services. The report will also include a WTW Plan, if requested by DSS. All test results, including the WTW Plan will be submitted to DSS within ten (10) business days of the date of assessment.

D. TRAUMA SYMPTOM INVENTORY (TSI)

The TSI will be administered when determined necessary by the tester at any time during the intake interview, testing, or post-test interview for clients who disclose a reported history of

depression, anxiety, panic episodes, psychotic episodes and/or traumatic events. Additionally, CONTRACTOR shall administer the TSI upon DSS specific request and referral. Although, TSI is not a diagnostic tool, CONTRACTOR shall identify clients that may have serious issues dealing with past or present traumatic events where further psychological assessment and treatment are necessary. All LDEs that include a TSI must be clearly identified when sent to DSS. TSIs must be submitted to DSS within ten (10) business days from the date of the test.

E. THRID PARTY ASSESSMENT

1. Referral Process:

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

2. Evaluation Process:

DSS will meet with CONTRACTOR and provide all testing used to develop the participant's WTW Plan. Upon receipt of the WTW Plan, the CONTRACTOR will perform a thorough review of the test(s) administered by DSS and review the developed WTW Plan. CONTRACTOR must complete the Third Party Review within 30 days from the original date of request. Extensions may be given, but must be obtained from DSS. Based on this review, a determination will be made as to whether or not the test results and plan are valid or a new plan is needed. If it is deemed appropriate to assess the participant, the CONTRACTOR will complete another assessment and develop a new plan for the participant. The results of the third party assessment are binding between the DSS and the participant.

F. REPORTS

CONTRACTOR will generate and provide reports to the DSS within ten (10) business days in order to assist Job Specialist in directing participants to the appropriate available services.

G. STAFFING LEVELS

CONTRACTOR will establish assessment services by staffing the following positions: Lead Assessor/Center Director, Secretary/ Vocational Technician, (Bilingual- Spanish and/or Hmong), and partial FTE by admin for direct services.

1. If at any time the assessor quits/is terminated, FACTS has up to 60 days of limited scheduled assessments/evaluations in order to hire and retrain another assessor.
 - a) Services must be provided monthly.
 - b) CONTRACTOR will provide DSS a schedule of planned services in the event an assessor quits/is terminated.

2. If Lead Assessor/Center Director is out for more than 10 working days, Vendor will provide limited assessment services with scheduling availability beginning on the 11th working day.

H. TRAINING ACTIVITIES

1. CONTRACTOR will be required to perform a minimum of 2 training activities per contract year for DSS staff.
 - a) Staff trainings will be scheduled on the same day as contract meetings.
2. Training activities will include information about, but not limited to:
 - a) overview of each assessment,
 - b) how assessments are administered,
 - c) what the results indicate,
 - d) how to discuss results with participants, and
 - e) best practices for assisting participants with limited English, learning disabilities and participants with barriers to employment as indicated by the employability evaluations.

I. CIVIL RIGHTS TRAINING

1. CONTRACTOR will provide annual Civil Rights training to their staff in the beginning of every calendar year and will provide relevant proof to DSS by April 1st of every calendar year.

V. DSS RESPONSIBILITIES

DSS shall be responsible for the following activities:

1. Provide the CONTRACTOR CalWORKs referrals determined appropriate for LEP, LDE, Third Party Assessment, or TSI assessment.
2. Provide CONTRACTOR a quiet and adequate conference room for group testing, or a private interview room for individual testing at regional offices.
3. Provide current information and/or training to CONTRACTOR's staff on specific areas/functions of the CalWORKs Employment Services 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 child care, transportation, and ancillaries.
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.

VI. PERFORMANCE MEASURES

DSS will consider CONTRACTOR performance levels when determining funding recommendations for future Agreements. For the contract period, CONTRACTOR shall provide specialized assessment testing to assist CalWORKs recipients in the development of Welfare to Work Plans.

Performance Measure	Required Level of Performance
Assessed Clients - the percentage of CalWORKs recipients who complete an assessment. Measurement Parameters - CalWORKs clients who attend the assessment and complete the assessment. Data Sources – Monthly Activity Report.	95% of all Department-referred clients who attend the assessment will complete the assessment.
Trainings – A minimum of 2 training activities per contract year, to promote Specialized Assessments. Measurement Parameters – Trainings provided by FACTS. Data Sources – Monthly Activity Report	At minimum of 2 training activities per contract year to promote Specialize Assessments each contract year.

BUDGET SUMMARY: Year 1, FY 2019-2020 (12 Months)

VENDOR NAME: Foster Assessment Center & Testing Service, Inc. (FACTS)

SERVICE COMPONENT (Population and Location): Specialized Assessment Services for CalWORKs WTW Participants in the County of Fresno

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$ 130,000
Benefits	0150	\$ 11,830
Payroll Taxes	0175	\$ 12,597
SUBTOTAL:		\$ 154,427
SERVICES & SUPPLIES		
Insurance	0200	\$ 5,164
Communications	0250	\$ 9,000
Office Expense	0300	\$ 46,064
Equipment	0350	\$ 8,820
Utilities	0400	\$ 6,180
Contracts	0450	\$ - 0 -
Transportation	0500	\$ 5,246
Program Supplies	0550	\$ 17,257
Other (Indirect Costs)/10% Cap	0600	\$ 28,017
SUBTOTAL		\$125,748
TOTAL EXPENSES		\$280,175

BUDGET PERSONNEL DETAIL: FY 2019-2020

SERVICE COMPONENT (Population and Location): Specialized Assessment
Services for CalWORKs WTW Participants in the County of Fresno

SALARIES

Position	% of Time On Project	Number of Months	Monthly Salary/ Hourly Wages	Salary/Wages Funds Requested
Bilingual, Center Director & Lead Assessor	Direct 95%	12	\$ 29.13	D= \$57,566
	Admin 5%			A= \$ 3,030
Secretary & Vocational Technician	100	12	\$ 16.00	D= \$33,280 A= - 0 -
Staff Development Specialist: Staff Recruitment; Staff Development and Training	Direct 4%	12	\$ 42.06	D= \$ 3,499
	Admin 2%			A= \$ 1,750
CEO & Director of Services: Training of County of Fresno Staff; Training of FACTS Staff; Quality Assurance Monitoring; Supervision of Fresno Director and Assessment Staff	Direct 8%	12	\$ 78.13	D= \$13,000
	Admin 4%			A= \$ 6,500
Chief Financial Officer & Operations Manager: Supervision of Monthly Budget Invoice	Direct 4%	12	\$ 78.13	D= \$ 6,500
	Admin 3%			A= \$ 4,875
TOTAL EXPENSES				\$130,000

Admin Salaries Total/ \$16,155

Total Direct Salaries/ \$113,845

BENEFITS

<u>Benefit Item (Calculation)</u>	<u>Direct</u>	<u>Admin</u>	<u>Item Total</u>
401k Pension Plan (John Hancock) \$130,000 x 3.3%	\$3,756	\$533	<u>\$ 4,290</u>
Health Insurance (Blue Shield Med/Dent) \$130,000 x 5.8%	\$6,603	\$937	<u>\$ 7,540</u>
Total Benefits:	<u>\$10,359</u>	<u>\$ 1,470</u>	<u>\$ 11,830</u>

TOTAL SALARIES AND BENEFITS:

\$141,830

BUDGET DETAIL: FY 2019-2020

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/CALCULATION	SUBTOTAL	TOTAL
0175	PAYROLL TAXES Federal Unemployment Tax $\$7,000 \times 2 = \$14,000 \times .06$ FICA/Medicare $\$130,000 \times 7.65\%$ State Disability Insurance (SDI) $\$130,000 \times 1.0\%$ State Unemployment Insurance/ETT $\$7,000 \times 2 = \$14,000 \times 2.3\%$ Adjustment	\$ 840 \$ 9,945 \$ 1,300 \$ 322 \$ 190	 \$ 12,597
0200	INSURANCE Worker's Compensation Liability Professional Liability General (including Auto/Cyber/Theft) Liability	\$ 1,540 \$ 420 \$ 3,204	 \$ 5,164
0250	COMMUNICATIONS Postage \$60 monthly x 12 months FACTS Website - Fresno share via 99 split for updates and hosting Phone & Fax with High Speed Internet Access \$260 monthly x 12 months Translation Services (Non-English /Non-Spanish) - Language Line for additional languages \$200 monthly x 12 month Admin Participant & Job Specialist Feedback Survey to analyze quality assurance and contract compliance provided in Fresno County annually Admin Communications (postage, phone, internet)	\$ 720 \$ 120 \$ 3,620 \$ 2,400 \$ 800 \$ 1,340	 \$ 9,000
0300	OFFICE EXPENSE Facility Rent (Fresno Evaluation Center) 1932 usable square feet x \$1.37 per square foot = \$2,647 monthly	\$ 31,904	

	<p>Janitorial Service \$170 monthly</p> <p>Computer Maintenance and Services in Fresno & Electronic file storage and backup and Microsoft Office annual licenses and email accounts for FACTS-Fresno</p> <p>Security System Monitoring \$60 quarterly</p> <p>FACTSTRACK Data Base Software Updates and Servicing by Computer Programmer</p> <p>Admin Office Expenses (includes administrative office rent, computer consulting and computer service at administrative office)</p>	<p>\$ 2,040</p> <p>\$ 6,200</p> <p>\$ 240</p> <p>\$ 500</p> <p>\$ 5,180</p>	<p>\$ 46,064</p>
0350	<p>EQUIPMENT</p> <p>Service Agreement for Photo Copier/Fax/Scanner \$180 per quarter</p> <p>Leasing Canon Copier</p> <p>FACTS-Fresno computer/office equipment/furniture depreciation</p> <p>Admin Equipment costs including administrative office equipment, service contracts and administrative office equipment depreciation</p>	<p>\$ 720</p> <p>\$ 1,100</p> <p>\$ 4,000</p> <p>\$ 3,000</p>	<p>\$ 8,820</p>
0400	<p>UTILITIES</p> <p>Estimated Electricity (\$310 per month) and Estimated Gas (\$80 per month) totaling \$390 per month</p> <p>Admin Utilities</p>	<p>\$ 4,680</p> <p>\$ 1,500</p>	<p>\$ 6,180</p>
0450	<p>CONTRACTS</p>	<p>- 0 -</p>	<p>- 0 -</p>

0500	TRANSPORTATION Mileage reimbursement for Assessor and Vocational Technician travel to Fresno Regional district offices: Selma: 44 miles x \$0.36 - \$15.84 x13 trips = \$206 Reedley:68 miles x \$0.36 = \$24.48 x 13 trips = \$318 FACTS Fresno staff mileage for FACTS quarterly Quality Assurance meetings x 4 trips (Assessors) & 4 trips (Vocational Technician/Secretary) = 8 trips total x 456 miles roundtrip to FACTS Thousand Oaks admin office x \$0.36 mileage reimbursement Lodging in Thousand Oaks for FACTS Fresno staff for Quality Assurance meetings and other various necessary staff stayovers at administrative office occurs an average of 4 nights annually x \$135 per night lodging Per diem meals when traveling overnight estimate 8 days x \$38.50 daily per diem Admin Supervisor's leased auto, gas and maintenance charged through 99 "all split" account, Fresno estimate of 14% = \$151 per month Admin Lodging –Director of Services and Staff Development Specialist occurs an average of 6 nights annually x \$125 per night lodging	\$524 \$1,313 \$ 540 \$ 308 \$ 1,811 \$ 750	 \$ 5,246
0550	PROGRAM SUPPLIES Testing Supplies through 99 "all split" account, Fresno % Office Supplies Administrative office supplies	\$ 14,657 \$ 2,000 \$ 600	 \$ 17,257
0600	OTHER (INDIRECT COSTS) Capped at 10%		\$28,017
TOTAL EXPENSES			\$280,175

BUDGET SUMMARY: Year 2, FY 2020-2021 (12 Months)

VENDOR NAME: Foster Assessment Center & Testing Service, Inc. (FACTS)

SERVICE COMPONENT (Population and Location) Specialized Assessment Services for CalWORKs WTW Participants in the County of Fresno

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$ 130,000
Benefits	0150	\$ 11,830
Payroll Taxes	0175	\$ 12,597
SUBTOTAL:		\$ 154,427
SERVICES & SUPPLIES		
Insurance	0200	\$ 5,164
Communications	0250	\$ 9,000
Office Expense	0300	\$ 46,064
Equipment	0350	\$ 8,820
Utilities	0400	\$ 6,180
Contracts	0450	\$ - 0 -
Transportation	0500	\$ 5,246
Program Supplies	0550	\$ 17,257
Other (Indirect Costs)/10% Cap	0600	\$ 28,017
SUBTOTAL		\$125,748
TOTAL EXPENSES		\$280,175

BUDGET PERSONNEL DETAIL: FY 2020-2021

SERVICE COMPONENT (Population and Location): Specialized Assessment
Services for CalWORKs WTW Participants in the County of Fresno

SALARIES

Position	% of Time On Project	Number of Months	Monthly Salary/ Hourly Wages	Salary/Wages Funds Requested
Bilingual, Center Director & Lead Assessor	Direct 95%	12	\$ 30.58	D= \$60,416
	Admin 5%			A= \$ 3,180
Secretary & Vocational Technician	Direct 100%	12	\$ 16.54	D= \$34,404
	Admin 0%			A= - 0 -
Staff Development Specialist: Staff Recruitment; Staff Development and Training	Direct 3%	12	\$ 42.06	D= \$ 2,624
	Admin 2%			A= \$ 1,750
CEO & Director of Services: Training of County of Fresno Staff; Training of FACTS Staff; Quality Assurance Monitoring; Supervision of Fresno Director and Assessment Staff	Direct 7%	12	\$ 78.13	D= \$11,376
	Admin 4%			A= \$ 6,500
Chief Financial Officer & Operations Manager: Supervision of Monthly Budget Invoice	Direct 2%	12	\$ 78.13	D= \$ 3,250
	Admin 4%			A= \$ 6,500
TOTAL EXPENSES				\$130,000

Admin Salaries Total/ \$17,930

Total Direct Salaries/ \$112,070

BENEFITS

<u>Benefit Item (Calculation)</u>	<u>Direct</u>	<u>Admin</u>	<u>Item Total</u>
<u>401k Pension Plan (John Hancock) \$130,000 x 3.3%</u>	\$3,698	\$592	<u>\$4,290</u>
<u>Health Insurance (Blue Shield Med/Dent) \$130,000 x 5.8%</u>	\$6,500	\$1,040	<u>\$7,540</u>
Total Benefits:	<u>\$10,198</u>	<u>\$1,632</u>	<u>\$11,830</u>

TOTAL SALARIES AND BENEFITS:

\$141,830

BUDGET DETAIL: FY 2020-2021

SERVICE COMPONENT (Population and Location): Specialized Assessment

Services for CalWORKs WTW Participants in the County of Fresno

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/CALCULATION	SUBTOTAL	TOTAL
0175	PAYROLL TAXES Federal Unemployment Tax \$7,000 x 2 = \$14,000 x .06 FICA/Medicare \$130,000 x 7.65% State Disability Insurance (SDI) \$130,000 x 1.0% State Unemployment Insurance/ETT \$7,000 x 2 = \$14,000 x 2.3% Adjustment	\$ 840 \$ 9,945 \$ 1,300 \$ 322 \$ 190	 \$ 12,597
0200	INSURANCE Worker's Compensation Liability Professional Liability General (including Auto/Cyber/Theft) Liability	\$ 1,540 \$ 420 \$ 3,204	 \$ 5,164
0250	COMMUNICATIONS Postage \$60 monthly x 12 months FACTS Website - Fresno share via 99 split for updates and hosting Phone & Fax with High Speed Internet Access \$260 monthly x 12 months Translation Services (Non-English /Non-Spanish) - Language Line for additional languages \$200 monthly x 12 month Admin Participant & Job Specialist Feedback Survey to analyze quality assurance and contract compliance provided in Fresno County annually Admin Communications (postage, phone, internet)	\$ 720 \$ 120 \$ 3,620 \$ 2,400 \$ 800 \$ 1,340	 \$ 9,000
0300	OFFICE EXPENSE	\$ 31,904	

	<p>Facility Rent (Fresno Evaluation Center) 1932 usable square feet x \$1.37 per square foot = \$2,647 monthly</p> <p>Janitorial Service \$170 monthly</p> <p>Computer Maintenance and Services in Fresno & Electronic file storage and backup and Microsoft Office annual licenses and email accounts for FACTS-Fresno</p> <p>Security System Monitoring \$60 quarterly</p> <p>FACTSTRACK Data Base Software Updates and Servicing by Computer Programmer</p> <p>Admin Office Expenses (includes administrative office rent, computer consulting and computer service at administrative office)</p>	<p>\$ 2,040</p> <p>\$ 6,200</p> <p>\$ 240</p> <p>\$ 500</p> <p>\$ 5,180</p>	<p>\$ 46,064</p>
0350	<p>EQUIPMENT</p> <p>Service Agreement for Photo Copier/Fax/Scanner \$180 per quarter</p> <p>Leasing Canon Copier</p> <p>FACTS-Fresno computer/office equipment/furniture depreciation</p> <p>Admin Equipment costs including administrative office equipment, service contracts and administrative office equipment depreciation</p>	<p>\$ 720</p> <p>\$ 1,100</p> <p>\$ 4,000</p> <p>\$ 3,000</p>	<p>\$ 8,820</p>
0400	<p>UTILITIES</p> <p>Estimated Electricity (\$310 per month) and Estimated Gas (\$80 per month) totaling \$390 per month</p> <p>Admin Utilities</p>	<p>\$ 4,680</p> <p>\$ 1,500</p>	<p>\$ 6,180</p>
0450	<p>CONTRACTS</p>	<p>- 0 -</p>	<p>- 0 -</p>

0500	TRANSPORTATION Mileage reimbursement for Assessor and Vocational Technician travel to Fresno Regional district offices: Selma: 44 miles x \$0.36 - \$15.84 x13 trips = \$206 Reedley:68 miles x \$0.36 = \$24.48 x 13 trips = \$318 FACTS Fresno staff mileage for FACTS quarterly Quality Assurance meetings x 4 trips (Assessors) & 4 trips (Vocational Technician/Secretary) = 8 trips total x 456 miles roundtrip to FACTS Thousand Oaks admin office x \$0.36 mileage reimbursement Lodging in Thousand Oaks for FACTS Fresno staff for Quality Assurance meetings and other various necessary staff stayovers at administrative office occurs an average of 4 nights annually x \$135 per night lodging Per diem meals when traveling overnight estimate 8 days x \$38.50 daily per diem Admin Supervisor's leased auto, gas and maintenance charged through 99 "all split" account, Fresno estimate of 14% = \$151 per month Admin Lodging –Director of Services and Staff Development Specialist occurs an average of 6 nights annually x \$125 per night lodging	\$524 \$1,313 \$ 540 \$ 308 \$ 1,811 \$ 750	 \$ 5,246
0550	PROGRAM SUPPLIES Testing Supplies through 99 "all split" account, Fresno % Office Supplies Administrative office supplies	\$ 14,657 \$ 2,000 \$ 600	 \$ 17,257
0600	OTHER (INDIRECT COSTS) Capped at 10%		\$28,017
TOTAL EXPENSES			\$280,175

BUDGET SUMMARY: Year 3, FY 2021-2022 (12 Months)

VENDOR NAME: Foster Assessment Center & Testing Service, Inc. (FACTS)

PROPOSED SERVICE COMPONENT (Population and Location): Specialized Assessment Services for CalWORKs WTW Participants in the County of Fresno

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$ 130,000
Benefits	0150	\$ 11,830
Payroll Taxes	0175	\$ 12,597
SUBTOTAL:		\$ 154,427
SERVICES & SUPPLIES		
Insurance	0200	\$ 5,164
Communications	0250	\$ 9,000
Office Expense	0300	\$ 46,064
Equipment	0350	\$ 8,820
Utilities	0400	\$ 6,180
Contracts	0450	\$ - 0 -
Transportation	0500	\$ 5,246
Program Supplies	0550	\$ 17,257
Other (Indirect Costs)/10% Cap	0600	\$ 28,017
SUBTOTAL		\$125,748
TOTAL EXPENSES		\$280,175

BUDGET PERSONNEL DETAIL: FY 2021-2022

PROPOSED SERVICE COMPONENT (Population and Location): Specialized Assessment Services for CalWORKs WTW Participants in the County of Fresno

SALARIES

Position	% of Time On Project	Number of Months	Monthly Salary/ Hourly Wages	Salary/Wages Funds Requested
Bilingual, Center Director & Lead Assessor	Direct 95%	12	\$ 31.54	D= \$62,320
	Admin 5%			A= \$ 3,280
<i>Secretary & Vocational Technician</i>	Direct 100%	12	\$ 17.41	D= \$36,200
	Admin 0%			A= - 0 -
<i>Staff Development Specialist: Staff Recruitment; Staff Development and Training</i>	Direct 2%	12	\$ 42.06	D= \$ 1,750
	Admin 2%			A= \$ 1,750
CEO & Director of Services: <i>Training of County of Fresno Staff; Training of FACTS Staff; Quality Assurance Monitoring; Supervision of Fresno Director and Assessment Staff</i>	Direct 6.2%	12	\$ 78.13	D= \$10,075
	Admin 4%			A= \$ 6,500
Chief Financial Officer & Operations Manager: <i>Supervision of Monthly Budget Invoice</i>	Direct 3%	12	\$ 78.13	D= \$ 4,875
	Admin 2%			A= \$ 3,250
TOTAL EXPENSES				\$130,000

Admin Salaries Total/ \$14,780

Total Direct Salaries/ \$115,220

BENEFITS

<u>Benefit Item (Calculation)</u>	<u>Direct</u>	<u>Admin</u>	<u>Item Total</u>
<u>401k Pension Plan (John Hancock) \$130,000 x 3.3%</u>	\$3,802	\$488	<u>\$4,290</u>
<u>Health Insurance (Blue Shield Med/Dent) \$130,000 x 5.8%</u>	\$6,683	\$857	<u>\$7,540</u>
Total Benefits:	<u>\$10,485</u>	<u>\$1,345</u>	<u>\$11,830</u>

TOTAL SALARIES AND BENEFITS:

\$141,830

BUDGET DETAIL: FY 2021-2022

SERVICE COMPONENT (Population and Location): Specialized Assessment
Services for CalWORKs WTW Participants in the County of Fresno

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/CALCULATION	SUBTOTAL	TOTAL
0175	PAYROLL TAXES Federal Unemployment Tax \$7,000 x 2 = \$14,000 x .06 FICA/Medicare \$130,000 x 7.65% State Disability Insurance (SDI) \$130,000 x 1.0% State Unemployment Insurance/ETT \$7,000 x 2 = \$14,000 x 2.3% Adjustment	\$ 840 \$ 9,945 \$ 1,300 \$ 322 \$ 190	 \$ 12,597
0200	INSURANCE Worker's Compensation Liability Professional Liability General (including Auto/Cyber/Theft) Liability	\$ 1,540 \$ 420 \$ 3,204	 \$ 5,164
0250	COMMUNICATIONS Postage \$60 monthly x 12 months FACTS Website - Fresno share via 99 split for updates and hosting Phone & Fax with High Speed Internet Access \$260 monthly x 12 months Translation Services (Non-English /Non-Spanish) - Language Line for additional languages \$200 monthly x 12 month Admin Participant & Job Specialist Feedback Survey to analyze quality assurance and contract compliance provided in Fresno County annually Admin Communications (postage, phone, internet)	\$ 720 \$ 120 \$ 3,620 \$ 2,400 \$ 800 \$ 1,340	 \$ 9,000
0300	OFFICE EXPENSE	\$ 31,904	

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0350	<p>EQUIPMENT</p> <p>Service Agreement for Photo Copier/Fax/Scanner \$180 per quarter</p> <p>Leasing Canon Copier</p> <p>FACTS-Fresno computer/office equipment/furniture depreciation</p> <p>Admin Equipment costs including administrative office equipment, service contracts and administrative office equipment depreciation</p>	<p>\$ 720</p> <p>\$ 1,100</p> <p>\$ 4,000</p> <p>\$ 3,000</p>	<p>\$ 8,820</p>
0400	<p>UTILITIES</p> <p>Estimated Electricity (\$310 per month) and Estimated Gas (\$80 per month) totaling \$390 per month</p> <p>Admin Utilities</p>	<p>\$ 4,680</p> <p>\$ 1,500</p>	<p>\$ 6,180</p>
0450	<p>CONTRACTS</p>	<p>- 0 -</p>	<p>- 0 -</p>

0500	TRANSPORTATION Mileage reimbursement for Assessor and Vocational Technician travel to Fresno Regional district offices: Selma: 44 miles x \$0.36 - \$15.84 x13 trips = \$206 Reedley:68 miles x \$0.36 = \$24.48 x 13 trips = \$318 FACTS Fresno staff mileage for FACTS quarterly Quality Assurance meetings x 4 trips (Assessors) & 4 trips (Vocational Technician/Secretary) = 8 trips total x 456 miles roundtrip to FACTS Thousand Oaks admin office x \$0.36 mileage reimbursement Lodging in Thousand Oaks for FACTS Fresno staff for Quality Assurance meetings and other various necessary staff stayovers at administrative office occurs an average of 4 nights annually x \$135 per night lodging Per diem meals when traveling overnight estimate 8 days x \$38.50 daily per diem Admin Supervisor's leased auto, gas and maintenance charged through 99 "all split" account, Fresno estimate of 14% = \$151 per month Admin Lodging –Director of Services and Staff Development Specialist occurs an average of 6 nights annually x \$125 per night lodging	\$524 \$1,313 \$ 540 \$ 308 \$ 1,811 \$ 750	 \$ 5,246
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0600	OTHER (INDIRECT COSTS) Capped at 10%		\$28,017
TOTAL EXPENSES			\$280,175

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).

(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:	