

**COUNTY OF FRESNO**  
**REQUEST FOR PROPOSAL**  
**NUMBER: 952-5425**  
**CALWORKS ASSESSMENT SERVICES**

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Issue Date: January 13, 2016

Closing Date: FEBRUARY 25, 2016

**Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.**

Questions regarding this RFP should be directed to: Shannon W. Kirby,  
phone (559) 600-7116 or e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us).

Check County of Fresno Purchasing's website at  
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
for any future addenda.

Please submit all Proposals to:  
County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

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BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

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( )  
TELEPHONE NUMBER

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( )  
FACSIMILE NUMBER

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E-MAIL ADDRESS

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SIGNATURE (IN BLUE INK)

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PRINT NAME

TITLE

PURCHASING USE: SWK:hrs

ORG/Requisition: 56107001 / 5611601025

## COUNTY OF FRESNO PURCHASING

### STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

## GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP/RFQ.

Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

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### 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

### 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

### 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

### 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

### 13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

### 14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

### 15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

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data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee

benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head

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including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall

assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

## ADMINISTRATIVE POLICY NUMBER 71

### Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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## OVERVIEW

The County of Fresno on behalf of the Department of Social Services (DSS), is requesting proposals from qualified vendors to provide a variety of assessments to California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) participants. The overall goal of Fresno County's CalWORKs Program is to improve the lives of County residents through an integrated system of employment-related services. This comprehensive approach is designed to accomplish the following: increase job skills; provide supportive services to remove employment barriers; provide temporary financial assistance to promote personal responsibility and self-sufficiency; and help families transition from welfare to work. The CalWORKs WTW Program plays an integral role in accomplishing this goal by working toward the following objectives outlined in the County's CalWORKs Plan:

- A. Establish and sustain partnerships among government agencies, schools, businesses, and other local resources to design and subsequently improve the local CalWORKs Program;
- B. Reduce the number of dependent families by providing a wide array of WTW activities and guidance to allow participants to obtain unsubsidized employment leading to self-sufficiency;
- C. Encourage employment and work experience by increasing the number of job placements and earning capability for families receiving public assistance; and,
- D. Eliminate the duplication of administrative costs by utilizing existing training, education, and support services offered by local agencies and organizations.

The intent of the CalWORKs WTW Program is to provide employment and training services, to all non-exempt adult recipients and participants not required to participate, but who have volunteered to participate, in conjunction with counseling and supportive services that will lead to unsubsidized employment and financial self-reliance.

The services requested through this RFP shall assist the participant in making informed decisions about their education, vocational training and / or employment goals.

The assessments solicited through this RFP are:

- 1. Limited English Proficiency
- 2. Learning Assessment Screening
- 3. Independent Assessments

The assessments shall include but are not limited to evaluations of the participants' aptitude, academic ability, interests, work ability and level of employability. Services shall be provided throughout the County of Fresno's geographical boundaries, which can be found at the following link:  
<http://www.co.fresno.ca.us/ViewDocument.aspx?id=20601>.

Services for CalWORKs WTW participants solicited through this RFP shall be in accordance to all local, State and Federal legislation and the California Department of Social Services, Manual of Policies and Procedures (MPPs), Eligibility and Assistance Standards, Chapter 722, which can be found at the following link:

<http://www.dss.cahwnet.gov/ord/PG302.htm> and is also labeled in this RFP as Attachment A.

Additionally, all participant case files shall be maintained in a secure location with access limited to appropriate staff to ensure compliance with the Medi-Cal Privacy and Confidentiality rules and regulations which can be accessed by clicking on the following link: The current Medi-Cal Data Agreement is available upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.

Bidder(s) who submit a response to this RFP, must respond to all services requested within this RFP. DSS may contract with more than one (1) bidder for all services described within this RFP, unless it is determined by DSS it is beneficial to contract with a single bidder.

Contract Term: Due to on-going legislative changes to the CalWORKs WTW Program, additional flexibility with the Agreement term is required. The selected bidder(s) shall enter into an initial Agreement term of one (1) year, with an option to renew for one (1) additional one (1) year period. At the discretion of the DSS Director, the term of the Agreement may be renewed for three (3) one (1) year optional renewals. The entire Agreement term including optional extension shall not exceed a total five (5) years.

Eligible Entities: DSS will consider funding for entities that have a history of success in providing assessments. Eligible bidders must be legally established entities and may include but are not limited to the following: government agencies, non-profit corporations, private for-profit organizations, partnerships or sole proprietorships, and / or faith-based organizations.

## KEY DATES

<b>RFP Issue Date:</b>	<b>January 13, 2016</b>
<b>Vendor Conference:</b> <i>Vendors are to contact Shannon W. Kirby at (559) 600-7116 if planning to attend vendor conference.</i>	<b>January 26, 2016 10:00 A.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702
<b>Deadline for Written Requests for Interpretations or Corrections of RFP:</b>	<b>February 8, 2016 10:00 A.M.</b> E-Mail: <a href="mailto:CountyPurchasing@co.fresno.ca.us">CountyPurchasing@co.fresno.ca.us</a>
<b>RFP Closing Date:</b>	<b>February 25, 2016 at 2:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702

## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

\_\_\_\_\_  
(Company Name) Has submitted information identified as Trade Secrets in a separate marked binder.\*\*

\_\_\_\_\_  
(Company Name) Has **not** submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

\_\_\_\_\_  
Signature (In Blue Ink) ( ) Telephone

\_\_\_\_\_  
Print Name and Title Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:  
(in blue ink)

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**

Firm: \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

**Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.**

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. \* **Note: This form/information is not rated or ranked for evaluation purposes.**

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature in Blue Ink)

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Title

## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor, and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**RETENTION:** County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

**WAIVERS:** The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**BIDDERS LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.

2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

**ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED**

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such

matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

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

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

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

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

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Department of Social Services-Crocker, Crocker Building, 1<sup>st</sup> Floor, 2135 Fresno St., Ste #100 Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

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

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**DEFAULT:** In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

**CONFIDENTIALITY**

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

**APPEALS**

Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599 **and** in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within \*seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

\*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

**RIGHTS OF OWNERSHIP**

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## BIDDING INSTRUCTIONS AND REQUIREMENTS

**ISSUING AGENT:** This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**VENDOR CONFERENCE:** On January 26, 2016 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Shannon W. Kirby at County of Fresno Purchasing, (559) 600-7116, if they are planning to attend the conference.

**NUMBER OF COPIES:** Submit **one (1) original and six (6) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than February 8, 2016 at 10:00 a.m. Questions must be directed to the attention of Shannon W. Kirby, Purchasing Analyst.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us).

**NOTE:** The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**SELECTION COMMITTEE:** All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of one (1) year with the option to renew for up to one (1) additional one (1) year period based on mutual written consent. At the direction of the DSS Director, the term of the Agreement may be renewed for three (3) one (1) year optional renewals. The entire Agreement, including optional extension, shall not exceed five (5) years.

**PAYMENT:** The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

## SCOPE OF WORK

The County of Fresno, on behalf of the Department of Social Services (DSS), is requesting proposals from eligible entities to provide a variety of assessments for California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) participants, who are adults, ages 18-59. The goal of the WTW program is to assist participants in preparing for, attaining, and thriving in employment and achieving self-sufficiency.

Results from the assessments requested through this RFP shall assist the participant in making informed decisions about their educational, vocational training and / or employment goals. The purpose of the assessments includes but is not limited to provide an overall evaluation of the participants' aptitude, academic abilities, vocational skills and appropriate career planning.

The assessments requested, at a minimum include:

1. Limited English Proficiency
2. Learning Assessment Screening
3. Independent Assessments

The assessments shall be provided to CalWORKs WTW participants in accordance to the rules and regulations of the California Department of Social Services, Manual of Policies and Procedures (MPPs), Eligibility and Assistance Standards, Chapter 722, as described in Attachment A, and DSS policy and procedures guidelines.

Bidder(s) shall provide a detailed description of their business process for conducting assessments, including, but not limited to:

1. Process for scheduling participants, strategies to contact hard to reach participants, including but not limited to, providing home visits, contact by email correspondence or other innovative strategies, participant data security protocols;
2. In-home (mobile) assessments and protocols;
3. Approximate length of time for completion of each assessment;
4. Assistance with and / or arrangement of transportation;
5. Ability to provide services within the geographical boundaries of the County of Fresno, especially rural areas;
6. Time table detailing length of time between initial referral to bidder and contact with participant;
7. Creation of an individualized participant WTW plan;
8. Languages assessments will be provided in and the plan to address at a minimum the DSS threshold languages: English, Spanish and Hmong (the ability to provide additional languages is strongly encouraged)
9. Other assistance which assist participants to complete the requested assessments;
10. A minimum of two additional proposed outcome measures; and
11. A plan to train DSS staff and DSS contracted service providers a minimum of two times per contract year.

Services shall be available during normal business hours, Monday through Friday, 8:00 a.m. through 5:00 p.m., and shall also be available during non-traditional hours (evenings and weekends) throughout the County of Fresno. Preference will be given to bidder(s) who include innovative strategies to contact participants, are able to provide in-home assessments, assist with arrangement for or provide transportation, and are able to provide services in rural areas.

Selected bidders will create a realistic and individualized WTW plan in cooperation with the participant taking into account assessments, evaluation findings, and the participant's educational and vocational interests.

In the event that the bidder(s) providing the assessments, as described in this RFP, and the participant disagree with the results, DSS shall refer the participant to an alternate agency including but not limited to another County or available vendor.

**DSS CalWORKs WTW Appraisals**

Each CalWORKs WTW participant is required to complete the Online CalWORKs Appraisal Tool (OCAT) administered by DSS. OCAT generates an Appraisal Summary and Recommendations (ASR) which includes the participant’s possible barriers; household information; strengths; financial issues; and recommendations for work, education, and barrier removal. The ASR shall be provided to the selected vendor(s) for each referred participant to assist with the requested assessment. Additional information regarding OCAT can be found at:

<http://www.cdss.ca.gov/calworks/PG4860.htm>

**A. REQUESTED ASSESSMENTS**

**1. LIMITED ENGLISH PROFICIENCY (LEP)**

An LEP assessment shall be conducted for referred CalWORKs WTW participants between the ages of 18-59 who have been determined by DSS to have limited or non-English speaking ability as described in MPP 42-722.151 (Attachment A). The purpose of the LEP is to identify the level of English proficiency a participant has, and how to best serve their needs in gaining self-sufficiency. Results of the LEP are to be used by the bidder to create a WTW plan that will guide the participant in gaining English language proficiency.

Due to the diverse languages spoken throughout the County of Fresno, bidder(s) shall accommodate a wide variety of languages by providing oral interpreters as needed. Bidder(s) shall include a plan to address at a minimum the DSS threshold languages, English, Spanish and Hmong. The most common oral interpreters used by DSS include Lao, Cambodian, Armenian, Punjabi, Russian and Vietnamese. Preference shall be given to bidder(s) who are able to provide services in a variety of languages.

Bidder(s) shall provide a complete list of LEP assessments proposed to be used and copies of each in the RFP response.

Potential LEP assessments per year: Participant projections are based on historical data and may not be indicative of future participation. DSS cannot guarantee the exact number of referrals or assessments. Approximate number of evaluations performed for DSS: FY 2013/14 – 250; FY 14/15 – 216.

**2. LEARNING ASSESSMENT SCREENING (LAS)**

DSS is mandated to offer a learning assessment screening to participants upon entering the WTW program or when indicators show the participant may have a learning disability. The purpose of the LAS is to identify areas of learning difficulty. The bidder will use the screening to create a WTW plan that addresses the participant learning needs in a respectful and beneficial manner.

The recognized and validated screening tools which may be used for determining learning disabilities are identified in Attachment A, Section 42-722.464, page 279.6. If there is not a recognized or validated evaluation tool in the participant’s primary language, bidder(s) shall follow the guidelines provided in Attachment A, Section 42-722.465 (a) and (b). There are two phases to the LAS as indicated below, which require different levels of staff qualifications/certifications:

**Staff Requirements:**

- a. Providing Learning Assessment Screenings:

Bidder(s) staff providing the LAS shall be trained to appropriately administer the screening tool(s) as approved by DSS. Only qualified professionals (see MPP section 42-722.46) shall

administer the LAS and interpret validated test instruments, as approved by DSS. Additionally, the professionals must determine and include in the LAS the appropriate accommodations needed for participants diagnosed with a learning disability. Bidders will submit the qualifications and experience of the professionals performing the LAS and for the professionals providing the LAS diagnosis in the RFP.

b. Learning Assessment Diagnosis:

Only highly trained individuals approved by DSS, including but not limited to a psychologist, clinical psychologist, school psychologist, or licensed psychiatrist may perform the learning assessment diagnosis. The individual shall be required to confirm and verify all evaluations resulting in a learning disability.

Bidders are required to provide a list and copies of assessments that will be used, job descriptions including staff qualifications.

While conducting the Learning Assessment, if it is determined by LAS administrator there is additional information disclosed by the participant that warrants a Trauma Symptom Inventory (TSI), the bidder(s) shall offer the TSI evaluation to the participant. The TSI will identify participants that may have serious issues dealing with past or present traumatic events where further psychological assessment and treatment may be necessary. The TSI has ten clinical scales that assess a variety of symptoms indicative of trauma related to: anxious arousal, depression, anger/irritability, intrusive experiences, defensive avoidance, dissociation, sexual concerns, dysfunctional sexual behavior, impaired self-reference, and tension reduction behavior.

After the LAS is completed, bidder(s) shall provide a comprehensive Learning Disabilities Report, as described in Attachment A, Section 42-722.5 for each client. The information identified in Section 42-722.52 shall also be required with the Learning Disabilities Report, including a written report as described in Section 42-722.523(a). The report may be provided to other DSS contracted vendors who work with the participant in other WTW activities.

Potential LAS screenings per year: Participant projections are based on historical data and may not be indicative of future participation. DSS cannot guarantee the exact number of referrals or assessments. Approximate number of evaluations performed for DSS: FY 2013/14 – 300; FY 14/15 – 300. For each FY, there were approximately 20 TSI evaluations. DSS anticipates an annual 10% increase in TSI evaluations.

**B. INDEPENDENT ASSESSMENTS**

Bidder(s) shall provide independent third party assessments to participants who disagree with the assessments conducted by DSS. DSS shall request the independent assessment as appropriate or when requested by the participant. The purpose of this independent assessment is to confirm results obtained by in-house DSS assessments. The goal of the independent assessment will be to ensure the client and DSS are in agreement on a course of action during time on aid.

Potential Independent Assessments per year: DSS does not anticipate more than 20 per FY.

**C. TRAINING ACTIVITIES**

The bidder(s) awarded shall be required to perform a minimum of 2 training activities for DSS staff and DSS contractors for each 12 month period. Trainings will include information about, but not limited to, overview of each assessment, how assessments are administered, what the results indicate, how to discuss results with participants, and share best practices for assisting participants with limited English, learning disabilities and participants with barriers to employment as indicated by the employability evaluations.

Additionally, in an effort to keep DSS staff familiar with assessment services, the selected bidder will be required to attend a minimum of 10 in-service unit meetings held DSS staff. These meetings are generally small in number with 20-30 staff typically in attendance.

**D. ACCOMMODATION PROFILE**

The bidder will create an accommodation for each client. This accommodation profile will clearly and concisely outline what, if any, accommodations the client will need once a learning disability has been identified. Accommodations could be used in an educational or vocational setting.

**E. PERFORMANCE OUTCOMES**

DSS shall regularly monitor services to ensure timely completion of assessments and ensure quality assurance of the services provided. Bidder(s) shall complete and provide DSS monthly reports which shall include data requested by DSS to track current activities for each participant and evaluate outcomes and success of the overall program.

Bidders will submit performance a minimum of two performance outcomes in addition to the examples below.

Sample performance outcomes to be established by DSS for the assessments include:

Performance Measure	Expected Level of Performance
Completion Rate – The maximum number of business days to complete assessments and provide the results to DSS.	100% of all assessments shall be finalized and made available to DSS within 15 business days from the date the participants completes the assessment.
Learning Disability Written Report	100% of all Learning Assessments shall have a concise and detailed Learning Disability written report as described in Section A.2 of this RFP.

Note: Actual performance outcomes may differ upon contract negotiation and may include additional performance measures as requested by DSS.

# COST PROPOSAL

For purposes of this RFP, the Cost Proposal(s) shall be the "Budget(s)" as described under the Scope of Work section.

- A. Cost proposals should be based on a 12-month budget.
- B. All amounts should be rounded to the appropriate whole number, e.g., \$10.15 should be shown as \$10, or \$10.80 should be shown as \$11.
- C. To the extent permitted by State and Federal rules and regulations, a one-time advanced payment of up to twenty (20) percent of the total compensation may be requested for start-up cost. Approval of the advance payment is at the sole discretion of the County's Department of Social Services Director or designee. To receive an advance, a request must be made in writing with a detailed explanation and indicating the exact dollar amount requested. The request can be made any time following the Board of Supervisors approval of the contract but prior to submitting the first invoice. The County's Business office will automatically deduct equal installments from claims submitted for the final six months of the contract.

### Proposed Budget Summary

Provide a complete budget for the services that are proposed. Any additional budget categories should be added in the space provided, including start-up items and on-going materials or supplies.

### Proposed Personnel Detail

#### Salaries

Position: Show each staff position that will be providing services.

Number of Months: State the number of months the individual will receive a salary or wages.

% Of Time: Indicate the percentage of time for which the individual will provide services under the term of the contract.

Monthly Salary/Hourly Wages: State the individual's total monthly salary, or if paid by the hour, indicate hourly wage multiplied by the number of hours per month.

Total staff salaries/wages to be paid through this contract.

Reminder: The administrative rate shall not exceed 15% of total program budget. To determine the 15% maximum: add all administrative salaries and identified corporate overhead and divide that number by the total program budget.

#### Benefits and Payroll Taxes

List each benefit and payroll cost separately (FICA, SUI, Health Insurance) and show computations.

Reminders: The FICA rate is currently 7.65%, which must be paid for all staff. The SUI rate varies for each agency and the cost is computed on the first \$7,000 of salary/wages paid each year. Benefits should not exceed 20% of the salaries paid to employees. **Workers' Compensation is an insurance expense and should not be entered in the employee benefit section of the budget.**

### Proposed Budget Detail

Show detailed descriptions for Services and Supplies only. Account numbers for each category are listed on the Proposed Budget Summary page. All service and supply line items to be funded must be shown in detail on this budget page and should be shown on a monthly basis whenever appropriate. Provide as much detail as possible for each category. If more than one item is included in the same category, show the total for the Subtotal Column again in the Total Column. (See example)

Budget Line Item	Category & Description/ Calculation	Subtotal	Total
0200	INSURANCE		
	General Liability	150	
	Fire and Theft	100	
	Worker's Compensation @ 2.3%	675	
			\$925
0400	EQUIPMENT RENTAL		
	1 chair @ \$10/mo x 12 mo	120	
	1 desk @ \$20/mo x 12 mo	240	
	1 file cabinet @ \$10/mo x 12 mo	120	
			\$480

Additional Budget Items: Include a budget narrative explaining any line item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization.

Proposed Budget Detail Narrative

The narrative should provide an explanation of the proposed budget amount that will be spent on each budget line item. There is no recommendation for page length. Please see brief example below:

Agency ABC is requesting funds in the amount of \$200,000 for Vocational Skills Training for Employed CalWORKs recipients. It is estimated that \$23,500 will cover the salary of the Project Coordinator assigned to the program 50% full-time equivalent (FTE) to provide oversight and management. Two full-time Case Managers, one English and one bilingual Spanish speaking (\$50,000) will provide job retention services to referred employed individuals during the term of the contract for a total of \$73,500 in Line Item 100. In addition, the costs of benefits are budgeted at \$15,600 (Line Item 150) to pay for OSADI portion of FICA, health insurance, retirement and unemployment insurance. The remaining \$109,700 is budgeted for services and supplies line items. For line Items 200 – 550, a detailed description of the costs has already been included under the Proposed Budget Detail. Line Item 600 for “Other” includes costs for indirect costs. Our agency is requesting \$1,200 for financial audit services. We understand these are discretionary costs and are only awarded at the discretion of the county.

## COST PROPOSAL

### PROPOSED BUDGET DETAIL NARRATIVE

**VENDOR NAME:**

**PROPOSED SERVICE COMPONENT (Population and Location):**

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Explain the amounts entered in the Proposed Budget Detail. The narrative should provide a detailed explanation of the proposed budget amount that will be spent on each budget line item. There is no recommendation for page length.

**PROPOSED BUDGET SUMMARY (12 Months)**

**VENDOR NAME:** \_\_\_\_\_

**PROPOSED SERVICE COMPONENT (Population and Location):** \_\_\_\_\_

<b>CATEGORY</b>	<b>BUDGET ITEM #</b>	<b>TOTAL</b>
<b>Salaries</b>	<b>0100</b>	<b>\$</b>
<b>Benefits</b>	<b>0150</b>	<b>\$</b>
<b>Payroll Taxes</b>	<b>0175</b>	<b>\$</b>
<b>SUBTOTAL:</b>		<b>\$</b>
<b>SERVICES &amp; SUPPLIES</b>		
<b>Insurance</b>	<b>0200</b>	<b>\$</b>
<b>Communications</b>	<b>0250</b>	<b>\$</b>
<b>Office Expense</b>	<b>0300</b>	<b>\$</b>
<b>Equipment Rental</b>	<b>0350</b>	<b>\$</b>
<b>Utilities</b>	<b>0400</b>	<b>\$</b>
<b>Contracts</b>	<b>0450</b>	<b>\$</b>
<b>Transportation</b>	<b>0500</b>	
<b>Program Supplies</b>	<b>0550</b>	<b>\$</b>
<b>Other (Indirect Costs)</b>	<b>0600</b>	<b>\$</b>
<b>SUBTOTAL:</b>		<b>\$</b>
<b>TOTAL EXPENSES</b>		<b>\$</b>

Note: Costs such as mileage should be included under Transportation. Additional costs such as training and conferences will not be allowed. All trainings associated with CalWORKs will be provided by the County. If a bidder requires consultant services, this can be included in "Contracts" but must accompany a detail description and justification in the Proposed Budget Detail Narrative. Bidders may list additional expenses under "Other" but the County reserves the right to approve these costs upon award notification.

**PROPOSED BUDGET PERSONNEL DETAIL**

**VENDOR NAME:** \_\_\_\_\_

**PROPOSED SERVICE COMPONENT (Population and Location):** \_\_\_\_\_

**SALARIES**

Position	% of Time On Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested

Total Salaries/  
Wages      \$ \_\_\_\_\_

**BENEFITS**

<u>Benefit Item (Calculation)</u>	<u>Item Total</u>

Total Benefits:      \$ \_\_\_\_\_

**TOTAL SALARIES AND BENEFITS:**      \$ \_\_\_\_\_

**PROPOSED BUDGET DETAIL**

**VENDOR NAME:** \_\_\_\_\_

**PROPOSED SERVICE COMPONENT (Population and Location):** \_\_\_\_\_

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BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
TOTAL EXPENSES		\$ _____	\$ _____

## PROPOSAL CONTENT REQUIREMENTS

**It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team’s item by item comparison of each proposal item. The vendor’s proposal may be placed at a disadvantage if submitted in a format other than that identified below.**

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

**Each binder is to be clearly marked on the cover with the proposal name, number, closing date, “Original” or “Copy”, and bidder’s name.**

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

**Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked “TRADE SECRETS”, see Trade Secret Acknowledgement section.**

The content and sequence of the proposals will be as follows:

- II. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- III. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- IV. TABLE OF CONTENTS
- V. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- VI. TRADE SECRET:
  - A. Sign where required.
- VII. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VIII. REFERENCES
- IX. PARTICIPATION

X. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

XI. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated before completion within the last five (5) years:
  - 1. Agency contract with
  - 2. Date of original contract
  - 3. Reason for termination
  - 4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
  - 1. Location filed, name of court and docket number
  - 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
  - 1. Funding source
  - 2. Date(s) and amount(s)
  - 3. Resolution
  - 4. Impact to financial viability of organization.

XII. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:

1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
  2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XIII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIV. CHECK LIST

## AWARD CRITERIA

### **COST**

- A. As submitted under the "COST PROPOSAL" section.

### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate a high level of experience providing assessment services?
- C. Does the bidder demonstrate a well-developed plan for monitoring and tracking evaluating the proposed service(s)?
- D. Does the proposal demonstrate existing and / or proposed partnerships within the community necessary to complete the assessments?

### **MANAGEMENT PLAN**

- A. Does the bidder demonstrate a clear description of the organization and staffing plan for the proposed services?
- B. Does the bidder provide a chain of command and specific functional responsibilities that appear to adequately oversee the proposed services?
- C. Does the proposal include job descriptions with the minimum education and qualifications appropriate for the required job responsibilities and services staff will be providing?

### **SELECTION / AWARD**

Bidder(s) which meet the specifications, commensurate with the qualifications and reputation of the assigned individuals and firm, as confirmed by references and that offers the approach deemed to be the best advantage of the County shall be selected. The County shall be the sole judge in making the determination. The County reserves the right to reject any and all proposals. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for its rejection. The lowest cost proposal will not necessarily be selected. A County Purchasing Division buyer will co-chair all award and evaluation committees.

# CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

*Check off each of the following:*

- 1.  All signatures must be in **blue ink**.
- 2.  The Request for Proposal (RFP) has been signed and completed.
- 3.  Addenda, if any, have been completed, signed and included in the bid package.
- 4.  **One (1) original plus six (6) copies** of the RFP have been provided.
- 5.  Provide a Conflict of Interest Statement.
- 6.  The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
- 7.  The completed *Criminal History Disclosure Form* as provided with this RFP.
- 8.  The completed *Participation Form* as provided with this RFP.
- 9.  The completed *Reference List* as provided with this RFP.
- 10.  Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
- 11.  Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No. <u>  <b>952-5425</b>  </u>
Closing Date: <u>  <b>February 25, 2016</b>  </u>
Closing Time: <u>  <b>2:00 P.M.</b>  </u>
Commodity or Service: <u>  <b>CalWORKs Assessment Services</b>  </u>

**Return Checklist with your RFP response.**

## ATTACHMENTS A-D

Attachment A – Manual of Policies and Procedures

Attachment B – Assessment

Attachment C – Project Staff

Attachment D – Glossary of Terms

952-5425

ATTACHMENT A

**Manual of Policies and Procedures**  
**Eligibility and Assistance Standards**  
**Chapter 722**



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	<b>NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY</b>	
<b>Regulations</b>	<b>WELFARE-TO-WORK</b>	<b>42-722 (Cont.)</b>

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<b>42-722</b>	<b>LEARNING DISABILITIES PROTOCOLS AND STANDARDS</b>	<b>42-722</b>
	(Continued)	

- .121 Information that counties provide participants must include, but is not limited to, the following:
- (a) Most people with learning disabilities are intelligent and many are gifted;
  - (b) Individuals with a learning disability may have difficulty reading, listening, understanding directions, writing, spelling, doing math, organizing things, getting along with others, expressing ideas out loud, paying attention;
  - (c) Individuals with a learning disability can be taught to use their strengths and find ways to make it easier to learn and be more successful at school and on the job;
  - (d) The county can help individuals get the appropriate welfare-to-work activity, including accommodations once a learning disability is identified;
  - (e) The learning disabilities screening is a very simple and short test;
  - (f) The screening will help the individual decide if they want a referral to a learning disability specialist for an evaluation to find out if a learning disability exists;
  - (g) The areas that will be tested at evaluation are natural talents and abilities, ability to follow verbal and written information, achievement, and job and career interests. The specialist can help identify strengths and weaknesses so that the county can make referrals to the appropriate services and accommodations; and
  - (h) Individuals have the right to file for a fair hearing pursuant to Section 42-721.5 if they disagree with a county action.
  - (i) Limited-English proficient CalWORKs welfare-to-work participants have the right to request a referral to a learning disabilities evaluation, pursuant to Section 42-722.414, when there is no screening tool in their primary language.
- .13 Counties that choose to offer a screening for learning disabilities later than the first welfare-to-work contact are still required to provide information about the screening and evaluation, as specified in Section 42-722.12, at the first welfare-to-work contact.
- .14 Participants who request or agree to a learning disabilities screening at any time during their welfare-to-work participation must be screened by the county before they are assigned to another welfare-to-work activity.
- .141 This provision applies only to participants who have not been previously screened.
- .142 Participants in welfare-to-work activities shall have good cause for not participating if their assigned activities, when their screening appointment conflicts with their activity.

<b>NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY</b>		
<b>42-722 (Cont.)</b>	<b>WELFARE-TO-WORK</b>	<b>Regulations</b>
<b>42-722</b>	<b>LEARNING DISABILITIES PROTOCOLS AND STANDARDS</b>	<b>42-722</b>
	(Continued)	
.15	For limited-English proficient CalWORKs welfare-to-work participants for whom no recognized and validated learning disabilities screening tools exist, as required by Section 42-722.32, the county must determine whether a potential learning disability exists.	

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**HANDBOOK BEGINS HERE**

- .151 Counties may use discussions with, and observation of, the participant to determine the existence of a potential learning disability.
- (a) Discussions with the limited-English proficient participant may include, but are not limited to:
- (1) The participant's ability to follow instructions both verbally and in writing;
  - (2) Learning difficulty in his/her native language while growing up as compared to other children; and
  - (3) Subject areas that were easy for the participant to learn and conversely, subject areas that were difficult to learn.
- (b) Observation of the participant could include comparison of the participant's work habits and/or classroom ability to their peer group.

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**HANDBOOK ENDS HERE**

- .152 For the purposes of Section 42-722.15, the county shall determine whether limited-English proficient CalWORKs welfare-to-work participants may have a learning disability within the time frames cited in Section 42-722.11.
- .153 If the county determines that a limited-English proficient CalWORKs welfare-to-work participants may have a potential learning disability, the county must refer the participant to a learning disabilities evaluation in accordance with Section 42-722.4.
- .16 If during the learning disabilities screening and evaluation process, the county suspects that the participant has health, behavioral health, and learning disabilities problems, counties should address the health-related issues first.
- .161 Participants referred to health-related evaluations prior to a learning disabilities screening and/or evaluation shall not be required to sign a waiver, in accordance with Section 42-722.213, until the health-related issues are identified and addressed and the participant subsequently declines the screening and/or evaluation.

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	<b>NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY</b>	
<b>Regulations</b>	<b>WELFARE-TO-WORK</b>	<b>42-722 (Cont.)</b>

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<b>42-722</b>	<b>LEARNING DISABILITIES PROTOCOLS AND STANDARDS</b>	<b>42-722</b>
	(Continued)	

- .2 Participants who decline the learning disabilities screening/evaluation
- .21 When the participant declines the learning disabilities screening referenced in Section 42-722.1 and/or the evaluation referenced in Section 42-722.4, the county must:
- .211 Inform the participant that his/her welfare-to-work activities will not include any accommodations for a learning disability; and
- .212 Inform the participant that he/she may receive a learning disabilities screening and/or evaluation upon request at any later time; and
- .213 Read and discuss the waiver of the learning disabilities screening and/or evaluation with the participant and have the participant sign the waiver.
- (a) A participants' refusal to sign the waiver is equivalent to a signed waiver when documented by the county in the case file.
- .22 The county must not sanction a participant because of his/her refusal to be screened and/or evaluated for learning disabilities.
- .221 Should a participant decline to be screened or evaluated, and subsequently refuse or fail to comply with program requirements, or to make satisfactory progress in his/her assigned activity, the participant shall not have good cause on the basis of being learning disabled for failing to comply with program requirements or make satisfactory progress, and shall be subject to the compliance and sanction requirements in accordance with Sections 42-721.2 and .4, respectively, unless determined to have a learning disability.
- .23 Should the participant decline the learning disabilities screening and/or evaluation as described in Section 42-722.21, and request a learning disabilities screening and/or evaluation at a later time, the county must provide the screening and evaluation as soon as administratively possible.
- .231 If the evaluation identifies the existence of a learning disability, the welfare-to-work assignment and/or welfare-to-work plan, as necessary, will be modified to provide appropriate services and accommodations to address the learning disability on a prospective basis only.
- .24 Should the participant provide previous evaluation results that were conducted outside of the CalWORKs Welfare-to-Work program, the county has the option to:
- .241 Accept all or part of the evaluation and provide the individual with any needed reasonable accommodations that are identified in the evaluation; or
- .242 Not accept the evaluation and obtain a second opinion by referring the participant to another learning disabilities evaluation.

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	<b>NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY</b>	
<b>42-722 (Cont.)</b>	<b>WELFARE-TO-WORK</b>	<b>Regulations</b>

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<b>42-722</b>	<b>LEARNING DISABILITIES PROTOCOLS AND STANDARDS</b>	<b>42-722</b>
	(Continued)	

- .243 In cases when previous evaluations do not provide sufficient information, refer the participant to additional testing.
- .25 If the participant's previous evaluation is determined acceptable by the county, the participant shall not be required to sign the learning disability screening and evaluation waiver.
- .26 A county must, at a minimum, verbally inform participants that it is accepting or rejecting all or part of a previous learning disabilities evaluation.
- .27 If the participant meets the criteria in Sections 42-722.412 and .414, and is directly referred to an evaluation without going through the screening process, the participant shall not be required to sign a waiver.
- .3 Providing Learning Disabilities Screening
  - .31 The county may choose who will administer the learning disabilities screening tool.
    - .311 Counties must select screeners for potential learning disabilities who have:
      - (a) The training to appropriately administer the screening tool; and
      - (b) To the degree possible, a working relationship with the participant (e.g., county employment case managers, social workers, and eligibility workers; and contracted service providers, etc.).
    - .312 Counties may contract with trained, qualified learning disabilities professionals to administer the screening tool.
  - .32 Counties must use only recognized and validated learning disabilities screening tools, if a validated tool exists in the participant's primary language.
  - .33 Counties must use bilingual and bicultural staff when determining whether a limited-English proficient individual has a potential learning disability.
- .4 Referral Process for Disabilities Evaluation
  - .41 In accordance with Section 42-711.58, counties must refer CalWORKs participants who are suspected of having a learning disability for a learning disabilities evaluation. These participants include, but are not limited to, individuals who:
    - .411 Have been identified as potentially having a learning disability, based on the learning disabilities screening tool score;
    - .412 Were previously identified as having learning problems (e.g., in Special Education classes in grades kindergarten through 12); or

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	<b>NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY</b>	
<b>Regulations</b>	<b>WELFARE-TO-WORK</b>	<b>42-722 (Cont.)</b>

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<b>42-722</b>	<b>LEARNING DISABILITIES PROTOCOLS AND STANDARDS</b>	<b>42-722</b>
	(Continued)	

- .413 Are suspected of having a learning disability, even though the results from the learning disabilities screening did not indicate a potential learning disability.
- .414 Are limited-English proficient and request a referral to a learning disabilities evaluation if no validated screening tool exists in their primary language.
- .42 If a participant declines the learning disabilities evaluation, the county must inform the participant of how his/her welfare-to-work assignment will be affected as provided in Section 42-722.21.
- .43 If a participant agrees to an evaluation, the county must refer him/her to the evaluation as soon as administratively possible.
- .44 Participants who are screened at the assessment, described in Section 42-711.55, and are found to have a potential learning disability and have agreed to an evaluation, must be evaluated prior to the completion of the assessment and the welfare-to-work plan.
- .441 If the individual initially agrees to an evaluation but fails to attend evaluation without good cause, he/she will be deemed to have declined the evaluation and the assessment process will resume without benefit of the evaluation. The individual shall not be sanctioned as described in Section 42-722.22 for failure to attend the evaluation and shall be able to request a screening and/or evaluation at a later time as described in Section 42-722.23.
- .45 Participants in welfare-to-work activities shall have good cause for not participating if their assigned activities, when their evaluation appointment conflicts with their activity.
- .46 Counties must use trained, qualified learning disabilities evaluation professionals who use recognized and validated learning disabilities evaluation tools to identify learning disabilities and to determine the appropriate accommodations for individuals with learning disabilities.
- .461 Learning disabilities evaluation professionals may include county staff who have the necessary training as learning disabilities specialists to administer and interpret validated test instruments.
- .462 The county may contract with qualified learning disabilities evaluation professionals to perform the evaluations.

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**HANDBOOK BEGINS HERE**

- .463 Learning disabilities evaluation professionals with whom the county may contract include, but are not limited to, qualified individuals from the following sources:
- (a) Professional private/corporate contractors or providers;

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**HANDBOOK CONTINUES**

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<b>NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY</b>		
<b>42-722 (Cont.)</b>	<b>WELFARE-TO-WORK</b>	<b>Regulations</b>
<b>42-722</b>	<b>LEARNING DISABILITIES PROTOCOLS AND STANDARDS</b>	<b>42-722</b>
	(Continued)	

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**HANDBOOK CONTINUES**

- (b) Trained and qualified staff at community/state colleges or universities;
  - (c) Trained and qualified staff from community-based organizations that serve individuals with learning disabilities;
  - (d) Trained and qualified staff from adult educational facilities, or
  - (e) Staff from the Department of Rehabilitation.
- .464 Basic evaluation test instruments that learning disabilities evaluators may use but are not limited to the following areas:
- (a) Aptitudes/information processing, e.g., Wechsler Adult Intelligence Scale (WAIS), Woodcock-Johnson;
  - (b) Achievement, e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), Nelson-Denny (reading); and
  - (c) Vocational interest, as needed, to assist in the development of the welfare-to-work plan.

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**HANDBOOK ENDS HERE**

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- .465 If no recognized and validated evaluation tools exist in the participant's primary language, the learning disabilities evaluation professional, utilizing appropriate bilingual and/or bicultural staff, as necessary, must to the best of staff ability determine if a learning disability exists through:
- (a) The use of other evaluation tools that may provide pertinent information.
  - (b) Discussions appropriately tailored to the individual's cultural background with, and/or observations of, the participant; and/or
- .466 If a county staff person, service provider, learning disabilities professional, or the participant suspects that the participant suffers from another impairment that may be a barrier to participation (i.e., a health or behavioral health problem), in addition to or instead of a learning disability, the county also shall refer the participant to a professional who is licensed to diagnose that impairment in accordance with Section 42-722.16.
- .5 Learning Disabilities Evaluation Report
- .51 The learning disabilities evaluation report, at a minimum, shall include the following core information:

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	<b>NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY</b>	
<b>Regulations</b>	<b>WELFARE-TO-WORK</b>	<b>42-722 (Cont.)</b>

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<b>42-722</b>	<b>LEARNING DISABILITIES PROTOCOLS AND STANDARDS</b>	<b>42-722</b>
	(Continued)	

- .511 Relevant vocational/educational background and history;
- .512 General aptitude/cognitive level;
- .513 Other issues, such as, physical/mental problems;
- .514 Areas of strength;
- .515 Areas of deficiency; and
- .516 A summary of the participant's condition and service needs including:
  - (a) severity of disability;
  - (b) areas of potential impact, including employment and participation in welfare-to-work activities;
  - (c) rationale for learning disabilities determination/diagnosis;
  - (d) recommendations for additional services, as appropriate;
  - (e) if identified, any suspected conditions other than a learning disability so that the county can make the appropriate referral; and
  - (f) Range of recommended accommodations/assistive technology to be included in the participant's welfare-to-work plan.
- .52 The learning disabilities evaluation report may include, but is not limited to, the following optional information:
  - .521 Identification of local resources to assist recipients;
  - .522 Documentation of accommodation/assistive technology needs for other purposes (e.g., driver's license exam, GED exam); and
  - .523 Discussion of participant's short/long-term employment goals and general/specific vocational recommendations to the extent that the evaluator is qualified to address these issues.
    - (a) If the learning disabilities evaluation report does not include a written discussion of the participant's short/long-term employment goals and general/specific vocational recommendations, the county will need to ensure that these issues are addressed in the assessment process as described in Section 42-711.55 in consultation with the learning disabilities evaluator, as necessary.

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	<b>NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY</b>	
<b>42-722 (Cont.)</b>	<b>WELFARE-TO-WORK</b>	<b>Regulations</b>

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<b>42-722</b>	<b>LEARNING DISABILITIES PROTOCOLS AND STANDARDS</b>	<b>42-722</b>
	(Continued)	

- .53 County Response to the Learning Disabilities Evaluation Report
- .531 If the learning disabilities evaluation report establishes that the participant does not have a learning disability or other disability that interferes with obtaining or retaining employment or participating in the CalWORKs program:
- (a) The county must provide a copy of the report and an explanation of the evaluation results to the participant;
  - (b) The participant must begin/resume his/her welfare-to-work assignment;
  - (c) The county must inform the participant that he/she will not be provided special accommodations while participating in his/her welfare-to-work assignment, since it was determined that he/she did not have a learning disability; and
  - (d) Inform the participant of the right to file for a state hearing if the participant disagrees with the county actions based on the evaluation, in accordance with Section 42-721.51.
- .532 If the learning disabilities evaluation report establishes that the participant has a learning disability that interferes with obtaining or retaining employment or participating in a CalWORKs program, the county must:
- (a) Provide a copy and an explanation of the evaluation report results to the participant, including any recommendations for reasonable accommodations identified in the evaluation;
  - (b) Discuss the appropriate welfare-to-work activities and reasonable accommodations needed to help the participant be successful in completing his/her welfare-to-work activities; and
  - (c) As necessary, develop or modify the welfare-to-work activities and/or welfare-to-work plan in accordance with Section 42-711.63 to reflect appropriate welfare-to-work activities and necessary reasonable accommodations based on the results of the assessment, the learning disabilities evaluation, and discussions between the county and the participant.
  - (d) Inform the participant of the right to file for a state hearing if the participant disagrees with the county actions based on the evaluation, in accordance with Section 42-721.51.
- .54 Counties must treat participants' medical records and written learning disabilities evaluations as confidential documents that should only be shared with other counties, other learning disabilities evaluators, outside agencies, and welfare-to-work partner agencies on a "need-to-know" basis.

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	<b>NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY</b>	
<b>Regulations</b>	<b>WELFARE-TO-WORK</b>	<b>42-722 (Cont.)</b>

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<b>42-722</b>	<b>LEARNING DISABILITIES PROTOCOLS AND STANDARDS</b>	<b>42-722</b>
	(Continued)	

.541 Counties must obtain the participant's written consent to share this information with individuals or organizations outside of the county welfare department.

.6 Learning Disabilities Participation Requirements

.61 Unless exempt pursuant to Section 42-712, an individual with a learning disability must participate for the required number of hours as specified in Sections 42-711.41.

.611 For the purposes of Section 42-722.61, required hours may include participation in supplemental activities that are supportive of the participant's employment goals and consistent with the learning disabilities evaluation and welfare-to-work plan.

(a) These activities may include, but are not limited to, adult basic education, literacy tutoring, and, if allowable under the county's CalWORKs plan or as a reasonable accommodation, study time for participants who are in educational programs that are not self-initiated.

.7 Identifying Participants With Learning Disabilities During Good Cause Determination, Compliance Process and/ or Stopping of a Welfare-to-Work Sanction

.71 If a learning disability is confirmed through an evaluation during a participant's good cause determination or compliance process, the county must determine if the disability contributed to the participant's failure to participate.

.72 If it is determined that the learning disability diminished the participant's ability to participate:

.721 The participant shall be considered to have good cause for his/her failure to participate in accordance with Section 42-713 or, if appropriate, be exempt from welfare-to-work requirements in accordance with Section 42-712;

.722 The participant shall not be considered to have an instance of noncompliance in accordance with Section 42-721.43; and

.723 As necessary, the county shall also review the welfare-to-work activity and/or welfare-to-work plan and modify it in accordance with Section 42-722.532(c).

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	<b>NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY</b>	
<b>42-722 (Cont.)</b>	<b>WELFARE-TO-WORK</b>	<b>Regulations</b>

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<b>42-722</b>	<b>LEARNING DISABILITIES PROTOCOLS AND STANDARDS</b>	<b>42-722</b>
	(Continued)	

.73 If a learning disability is confirmed through an evaluation for an individual who is attempting to stop his/her welfare-to-work sanction, the county will determine whether the learning disability was a contributing factor to his/her noncompliance.

.731 If the learning disability was a contributing factor to the individual's noncompliance:

- (a) The county will rescind the sanction and the participant shall not be considered to have an instance of noncompliance in accordance with Section 42-721.43; and
- (b) The county will give the individual the choice of:
  - (1) receiving retroactive cash aid payments for the months the individual was improperly sanctioned; or
  - (2) prospectively resuming receipt of cash aid and welfare-to-work services, effective the date the participant is determined to be no longer sanctioned.
- (c) If the individual chooses to receive aid for the rescinded sanction period, in accordance with Section 42-722.731(b)(1), all months in that period will be counted against the 60-month time limit.
- (d) As necessary, the county will review the welfare-to-work activity and/or welfare-to-work plan and modify it in accordance with Sections 42-722.532(c).

.74 If the county cannot determine from the evaluation report if the disability contributed to the participant's failure to participate, the county must consult with the learning disabilities evaluator or another learning disabilities specialist to make the determination.

.75 If the learning disability was not a contributing factor to noncompliance, the county shall continue the sanctioning process in accordance with Section 42-721.4.

| .8 Inter-County Transfers of Individuals With Learning Disabilities

<b>NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY</b>		
<b>Regulations</b>	<b>WELFARE-TO-WORK</b>	<b>42-742</b>
<b>42-722</b>	<b>LEARNING DISABILITIES PROTOCOLS AND STANDARDS</b> (Continued)	<b>42-722</b>
.81	If a welfare-to-work participant with an identified learning disability moves from one county to another:	
.811	The first county must, with the participant's written permission, forward a copy of the written learning disabilities evaluation to the second county.	
.812	The second county must develop a new, or modify the existing, welfare-to-work plan, as necessary, to reflect appropriate welfare-to-work activities and necessary reasonable accommodations based on the review of documents received, reevaluation of the original assessment, discussions between the county and the participant, and availability of resources.	
.813	The participant shall not have good cause for failure to participate in the second county, based on the second county's failure to provide services and accommodations that are identified in the learning disabilities evaluation report as being necessary for the participant, when the participant refuses permission for the first county to forward the report.	
NOTE: Authority Cited: Section 10553, Welfare and Institutions Code. Reference: Sections 10850, 11320.3(f), 11322.8, 11322.85, 11325.2(a), 11325.25, 11325.4, 11325.5, 11327.4, 11327.5, 11454, and 11454(a) and (b), Welfare and Institutions Code.		
<b>42-730</b>	<b>GAIN JOB SEARCH, TRAINING, AND EDUCATION SERVICES</b>	<b>42-730</b>
Repealed by Manual Letter No. EAS-98-03, effective 7/1/98.		
<b>42-731</b>	<b>EMPLOYEE DISPLACEMENT GRIEVANCE PROCESS</b>	<b>42-731</b>
Renumbered to Sections 42-720.4, .5, .6, and .7 by Manual Letter No. EAS-98-03, effective 7/1/98.		
<b>42-740</b>	<b>CONTRACTS/AGREEMENTS FOR GAIN JOB SEARCH, TRAINING AND EDUCATION SERVICES</b>	<b>42-740</b>
Repealed by Manual Letter No. EAS-98-03, effective 7/1/98.		
<b>42-741</b>	<b>AGREEMENTS FOR PREP AND AWEX</b>	<b>42-741</b>
Repealed by Manual Letter No. EAS-98-03, effective 7/1/98.		
<b>42-742</b>	<b>CONTRACTS/AGREEMENTS FOR ON-THE-JOB TRAINING (OJT), SUPPORTED WORK, AND TRANSITIONAL EMPLOYMENT FUNDED BY GRANT DIVERSION</b>	<b>42-742</b>
Repealed by Manual Letter No. EAS-98-03, effective 7/1/98.		

952-5425  
ATTACHMENT B

**Assessment**

**Welfare to Work Plan**

COUNTY OF FRESNO  
ASSESSMENT  
WELFARE TO WORK PLAN

Participant: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
SSN: XXX-XX-\_\_\_\_\_  
Date: \_\_\_\_\_

PROFILE OF ASSESSMENT TEST RESULTS

CASAS APPRAISAL FORM				Select
TEST SECTION	RAW SCORE	SCALE SCORE	COMPETENCY LEVEL	GRADE LEVEL
Reading	0/25	Enter Score	Enter Level	Select Level
Mathematics	0/25	Enter Score	Enter Level	Select Level
CASAS LEVEL	READ-ING	MATH	GRADE LEVEL	CASAS SKILL LEVEL DESCRIPTORS
E (246 & Above)	256+	246+	13+	<b>Advanced Adult Secondary:</b> With some assistance, persons at this level are able to interpret technical information, more complex manuals, and material safety data sheets (MSDS). Can comprehend some college textbooks and apprenticeship manuals.
	251-55	--	12th	
	246-50	--	11th	
D (236-245)	241-45	--	10th	<b>Adult Secondary:</b> Can read and follow multi-step directions; read and interpret common legal forms and manuals; use math in business, such as calculating discounts; create and use tables and graphs; communicate personal opinion in written form; write an accident or incident report. Can integrate information from multiple text, charts and graphs as well as evaluate and organize information. Can perform tasks that involve oral and written instructions in both familiar and unfamiliar situations.
	--	241-45	12th	
	236-40	--	9th	
	--	236-40	11th	
C (221-235)	231-35	--	8th	<b>Advanced Basic Skills:</b> Can handle most routine reading, writing and computational tasks related to their life roles. Can interpret routine charts, graphs and labels; read and interpret a simple handbook for employees; interpret a payroll stub; complete an order form and do calculations; compute tips; reconcile a bank statement; fill out medical information forms and job applications. Can follow multi-step diagrams and written instructions; maintain a family budget; and write a simple accident or incident report. Can handle jobs and job training situations that involve following oral and simple written instructions and diagrams. Persons at the upper end of this score range are able to begin GED preparation.
	--	231-35	10th	
	226-30	--	7th	
	--	226-30	9th	
	221-25	--	6th	
	--	221-25	8th	

**COUNTY OF FRESNO  
ASSESSMENT  
WELFARE TO WORK PLAN**

**Participant:** \_\_\_\_\_  
**Case Number:** \_\_\_\_\_  
**SSN:** XXX-XX-\_\_\_\_\_  
**Date:** \_\_\_\_\_

B (211-220)	216-20	--	5th	<b>Intermediate Basic Skills:</b> Can handle basic reading, writing and computational tasks related to life roles. Can read and interpret simplified and some authentic materials on familiar topics. Can interpret simple charts, graphs, and labels; interpret a basic payroll stub; follow basic written instructions and diagrams. Can complete a simple order form and do calculations; fill out basic medical information forms and basic job applications; follow basic oral and written instructions and diagrams. Can handle jobs and/or job training that involve following basic oral or written instructions and diagrams if they can be clarified orally.
	--	216-20	7th	
	211-15	--	4th	
	--	211-15	6th	
B (201-210)	206-10	--	3 <sup>rd</sup>	<b>Beginning Basic Skills:</b> Can fill out simple forms requiring basic personal information; write a simple list or telephone message, calculate a single simple operation when numbers are given, and make simple change. Can read and interpret simple directions, signs, maps, and simple menus. Can handle entry-level jobs that involve some simple written communication.
	--	206-10	5 <sup>th</sup>	
	201-05	--	2 <sup>nd</sup>	
	--	201-05	4 <sup>th</sup>	
A (150-200)	200 or below	--	1 <sup>st</sup> or lower	<b>Beginning Literacy/Pre-Beginning:</b> Very limited ability to read or write. Persons at the upper end of this score range can read and write numbers and letters and simple words and phrases related to immediate needs. Can provide very basic personal identification in written form such as on job applications. Can handle routine entry-level jobs that require only basic written communication.
	--	200 or below	3 <sup>rd</sup> or lower	

**APPRAISAL**

Refer to OCAT Appraisal Summary for following:

- ACADEMIC AND VOCATIONAL HISTORY
- EMPLOYMENT HISTORY
- TRANSFERABLE SKILLS
- SUPPORTIVE SERVICES
- BARRIERS AND ISSUES

**COUNTY OF FRESNO  
ASSESSMENT  
WELFARE TO WORK PLAN**

**Participant:** \_\_\_\_\_  
**Case Number:** \_\_\_\_\_  
**SSN:** XXX-XX-\_\_\_\_\_  
**Date:** \_\_\_\_\_

**JOBS OF INTEREST**

**COMMENTS:**

Name\* listed several job interests (see Job Interest Sheet and OCAT ASR). This Assessor discussed them with him/her\*. In determining his/her employment goal, this Assessor considered the interests of the client, academic ability, work history, current local labor market information, client’s personal job preference and any known barriers to employment including legal and health issues. Upon discussion, He/she\* chose **Employment Goal** as his/her current employment goal at this time.

**LABOR MARKET EVALUATION**

According to the current U.S. Department of Labor’s Bureau of Labor Statistics Occupational Outlook Handbook, expected job prospects for **Career/Employment Field** will remain *excellent* for those with training from an accredited school or vocational training facility. Projected employment growth is approximately **Percentage of Growth**% from 2006 to 2016, which is *much faster* than the average when compared to all occupations. Certification is readily available and increases employment prospects significantly.

**TIME ON AID**

**TIME LEFT ON CALWORKS:**

According to the CalWIN and WDTIP Systems and as of this month, Name\* has used # of his/her 48 months CalWORKs time. He/she\* is a **mandatory** participant in the WTW program. WTW regulations regarding time limits were explained to him/her\* during the assessment appointment.

**NOTE:** There is no discrepancy between the CalWIN and WDTIP Systems.

**OR**

**NOTE:** There is a discrepancy between the CalWIN and WDTIP Systems. Although CalWIN information is stated above; WDTIP’s conflicting information reflects that Name\* has used # months of CalWORKs. Name\* has been advised of this and any questions regarding his Time On Aid is to be directed to contact the assigned Eligibility Worker (if one assigned) or to call the CalWORKs Service Center 1-855-832-8082 . The Employment Services Case Manager is to contact the appropriate CalWORKs eligibility staff or mailbox requesting to review and take appropriate actions (as needed) per PPG 40-06-10

**OR**

**NOTE:** There is a discrepancy between the CalWIN and WDTIP Systems. Although CalWIN information is stated above; WDTIP’s conflicting information reflects that Name\* has used # months of CalWORKs. Per PPG 40-06-10; ETA TOA Corrections mailbox has been notified by e-mail to review the discrepancy and to make appropriate corrections as needed to reflect his/her accurate Time On Aid information.

**COUNTY OF FRESNO  
ASSESSMENT  
WELFARE TO WORK PLAN**

**Participant:** \_\_\_\_\_  
**Case Number:** \_\_\_\_\_  
**SSN:** **XXX-XX-** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**EMPLOYMENT GOAL:                      Employment Goal**

<b>Objective</b>	<b>Action Required</b>	<b>By</b>
<b>BARRIERS &amp; ISSUES (Concurrent with other WTW Activities)</b>	Refer Name* for appropriate services as needed and upon availability. Monitor, evaluate, and counsel as needed.	Cs. Mgr.
	Follow through on the recommendations discussed in the Barriers/Issues mentioned, if any, in OCAT Appraisal Summary.	Name*
<b>JOB SERVICES</b>	Provide participant with appropriate job services and meet on a regular basis; provide job leads and review participant's job log.	Cs. Mgr.
	Coordinate with the Employment Resource for job services.	Cs. Mgr.
	Log all employer contacts on the Job Search Report Form (ES167A). Meet with the Employment Services Case Manager on a regular basis to review job log. Make the required number of employer contacts per week and submit applications.	Name*
	Utilize the Employment Resource Center for job services.	Name*
	Follow up on all job leads. Accept appropriate job offers. When hired, practice good work ethics to retain employment.	Name*
<b>SUBSIDIZED EMPLOYMENT</b>	Coordinate with Name* and Ready2Hire for placement into a subsidized employment.	Cs. Mgr.
	Monitor, evaluate, and counsel as needed. Provide career development guidance, job leads, and supportive services.	Cs. Mgr.
	Report employment, earnings, or any changes in employment status immediately to the Department by contacting your Employment Services Case Manager, your assigned Eligibility Worker or the Service Center at 1-855-832-8082	Name*
	Practice good work ethics to retain employment unless a better job opportunity is offer.	Name*
	Accept unsubsidized employment when it is offered.	Name*
<b>UNSUBSIDIZED EMPLOYMENT</b>	Monitor employment and provide appropriate services.	Cs. Mgr.
	Report employment, earnings, or any changes in employment status immediately to the Department by contacting your Employment Services Case Manager, your assigned Eligibility Worker or the Service Center at 1-855-832-8082	Name*
	Practice good work ethics to retain employment unless a job opportunity offers.	Name*
	Accept unsubsidized employment when it is offered.	Name*
<b>UNPAID WORK EXPERIENCE/ COMMUNITY SERVICE</b>	Name* is to be placed in an Unpaid Work Experience or Community Service site in the appropriate entry level position upon availability as determined by Work Experience Staff.	Cs. Mgr.
	Monitor, evaluate, and counsel as needed. Provide career development guidance, job leads, and supportive services.	Cs. Mgr.
	Make satisfactory progress and attendance at your assigned work site. Provide monthly time sheets and progress reports to the Employment Services Case Manager.	Name*
	Practice good work ethics at your assigned work site.	Name*
<b>VOCATIONAL/JOB SKILLS TRAINING (May be concurrent with other WTW activities as needed and appropriate)</b>	Provide Name* the opportunity for vocational/job skills training in the next available Training Program program at the Institution or other appropriate public institution as needed and upon availability, pending further evaluation by the Employment Services Case Manager.	Cs. Mgr.
	Monitor, evaluate, and counsel as needed. Provide career development guidance and supportive services necessary to ensure Name*'s success.	Cs. Mgr.

**COUNTY OF FRESNO**  
**ASSESSMENT**  
**WELFARE TO WORK PLAN**

**Participant:** \_\_\_\_\_  
**Case Number:** \_\_\_\_\_  
**SSN:** XXX-XX-\_\_\_\_\_  
**Date:** \_\_\_\_\_

	Attend orientation, register for and successfully complete the above vocational/job skills training program.	Name*
	Make satisfactory attendance and progress. Contact the Employment Services Case Manager any and every day class is missed and provide verification for absences as required.	Name*
<b>EDUCATION (Concurrent with other WTW activities)</b>	Provide Client Name* the opportunity to enroll in the <b>ABE/GED/HSD</b> program at Fresno, Clovis, Central Adult School or other adult educational school site as needed and upon availability, pending further evaluation by the Employment Services Case Manager.	Cs. Mgr.
	Monitor, evaluate, counsel, & provide appropriate services.	Cs. Mgr.
	Register for and successfully complete the <b>ABE/GED/HSD</b> program.	Name*
	Make satisfactory progress and attendance. Attend class daily, arrive on time, and do not leave early. Participate complete the <b>ABE/GED/HSD</b> program as quickly as possible. Provide verification as requested.	Name*
	Report to the Employment Services Case Manager any absence and reason for missing class. Provide verification as required.	Name*
<b>CHILDCARE</b>	Arrange reliable and affordable primary and backup childcare providers; report changes in providers immediately.	Name*
	Provide Name* with phone number to Find Care to obtain childcare provider	CS. Mgr.
	Complete the documents and process required for childcare. Submit the required claims monthly or as needed for approved services.	Name*
	Make appropriate financial payments to the childcare providers for services provided during Name*'s approved WTW Activities.	Business Office
<b>TRANSPORTATION</b>	Arrange reliable primary and backup transportation; report changes in transportation immediately to the Employment Services Case Manager.	Name*
	Authorize appropriate transportation allowance for participation.	Cs. Mgr.
<b>ANCILLARY EXPENSES</b>	Determine funding needs for approved WTW Activities.	Cs. Mgr.
	Make appropriate referrals to community service agencies and/or authorize allowable funds based on actual need.	Cs. Mgr.
	Provide receipts within 10 days of approved funds. Return all money not used for the specified purpose.	Name*

COUNTY OF FRESNO  
ASSESSMENT  
WELFARE TO WORK PLAN

Participant: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
SSN: XXX-XX-\_\_\_\_\_  
Date: \_\_\_\_\_

**Assessor's Signature** \_\_\_\_\_, **Worker #** \_\_\_\_\_ **Date** \_\_\_\_\_

I agree with this Welfare To Work Assessment Plan and will fulfill my responsibilities to make this Assessment Plan result in my full time employment and self-reliance. I understand that self-reliant means that I am not dependent upon public assistance for my family or myself. I understand that this WTW Assessment Plan requires that I participate, an average of:

- 20 hours per week (single parent household with a child under 6 years old)
- 30 hours each week (single parent household with no child under 6 years old)
- 35 hours each week for a two-parent household

NOTE: I understand my hours may change as my household size changes and/or the age of my child(ren).

<i>I understand that I only have three working days after I sign this Welfare To Work Assessment Plan to request any changes to the terms of the plan.</i>	
<b>Participant's Signature</b> _____	<b>Date</b> _____
I have reviewed this WTW Assessment Plan and agree it is appropriate.	
<b>Supervisor's Signature</b> _____	<b>Date</b> _____
I will fulfill my responsibilities under this Welfare To Work Assessment Plan as the Case Manager to provide the WTW Program services required to assist <b>Name*</b> to become employed full time and self-reliant.	
<b>Case Manager's Signature</b> _____	<b>Date</b> _____

952-5425  
ATTACHMENT C

**Project Staff**

Organization Name: \_\_\_\_\_

**Project Staff**

Please complete the boxes below employees that will provide services for the proposed Assessment Services component. The list of employees will be funded through the proposal and should include those currently holding the positions and those positions that need to be filled.

Name:			
Job Title:		Years of Experience:	
Required minimum qualifications & licenses for the position:			
Individual's relevant qualifications & licenses:			
Functions in the program:			

Name:			
Job Title:		Years of Experience:	
Required minimum qualifications & licenses for the position:			
Individual's relevant qualifications & licenses:			
Functions in the program:			

Organization Name: \_\_\_\_\_

Name:			
Job Title:		Years of Experience:	
Required minimum qualifications & licenses for the position:			
Individual's relevant qualifications & licenses:			
Functions in the program:			

Name:			
Job Title:		Years of Experience:	
Required minimum qualifications & licenses for the position:			
Individual's relevant qualifications & licenses:			
Functions in the program:			

Name:			
Job Title:		Years of Experience:	
Required minimum qualifications & licenses for the position:			
Individual's relevant qualifications & licenses:			
Functions in the program:			

Organization Name: \_\_\_\_\_

Name:			
Job Title:		Years of Experience:	
Required minimum qualifications & licenses for the position:			
Individual's relevant qualifications & licenses:			
Functions in the program:			

Name:			
Job Title:		Years of Experience:	
Required minimum qualifications & licenses for the position:			
Individual's relevant qualifications & licenses:			
Functions in the program:			

Name:			
Job Title:		Years of Experience:	
Required minimum qualifications & licenses for the position:			
Individual's relevant qualifications & licenses:			
Functions in the program:			

952-5425  
ATTACHMENT D  
**Glossary of Terms**

## **CalWORKs WTW SERVICES PROGRAM DEFINITIONS**

**ADULT BASIC EDUCATION** is instruction in reading, writing, arithmetic, high school proficiency, or general educational development certificate instruction, and English-as-a-second-language.

**ASSESSMENT** is an in depth evaluation of the participant's job skills and supportive service needs in which a written welfare-to-work plan is developed, listing the activities and services needed to move the participant into employment.

**COMMUNITY SERVICE** is a training activity that is temporary and transitional, performed in the public or private nonprofit sector under the close supervision of the activity provider, and provides participants with basic job skills that can lead to employment while meeting a community need.

**EMPLOYMENT** is work that is compensated at least at the applicable state or federal minimum wage.

**EXEMPT** means that a CalWORKs applicant or recipient is not required to participate in Welfare-to-Work activities as a condition of eligibility for aid.

**JOB DEVELOPMENT** is the active assistance to locate employment opportunities and link the available jobs with participants seeking employment.

**JOB PLACEMENT** is the direct placement of a participant in unsubsidized employment through the efforts of another person/agency.

**JOB READINESS ASSISTANCE** provides the recipient with training to learn basic job seeking and interviewing skills, to understand employer expectations, and to learn skills designed to enhance an individual's capacity to move toward self-sufficiency.

**JOB RETENTION SERVICES** are services provided to employed participants to assist them to remain employed or to be rapidly re-employed. Services may include case management, childcare, transportation, ancillary and personal counseling.

**JOB SEARCH** is an activity in which the participant's principal activity is to seek employment.

**JOB TRAINING** is vocational skills training in specific skills in a classroom setting or on a job site, including, but not limited to, training provided community-based organization or special programs offered by community colleges.

**Online CalWORKs Appraisal Tool (OCAT)** Each CalWORKs WTW participant is required to complete the Online CalWORKs Appraisal Tool (OCAT) administered by DSS. OCAT generates an Appraisal Summary and Recommendations (ASR) which includes the participant's possible barriers; household information; strengths; financial issues; and recommendations for work, education, and barrier removal. The ASR shall be provided to the selected vendor(s) for each referred participant to assist with the requested assessment. Additional information regarding OCAT can be found at:

<http://www.cdss.ca.gov/calworks/PG4860.htm>

**SUBSIDIZED EMPLOYMENT** is employment in which the participant's employer is partially or wholly reimbursed for wages and/or training costs.

**SUPPORTIVE SERVICES** include child care, transportation, work or training-related costs for books, tools, special clothing, fees, and other necessary costs, and personal counseling or therapy. Necessary supportive services shall be available to every work registrant in order to participate in the program activity or to accept employment.

**UNSUBSIDIZED EMPLOYMENT** is all employment other than subsidized employment.

**VOCATIONAL EDUCATION AND TRAINING** is targeted, industry-related training and education, for a specific job provided either in a classroom setting and/or on a job site.

**VOLUNTEER** is a CalWORKs applicant or recipient who, though not required to participate in the CalWORKs Employment Services Program, chooses to participate.

**WELFARE-TO-WORK (WTW) PLAN** is developed by DSS and the participant. The plan specifies the program activities in which a participant shall engage and the services that will be provided.

**WTW WORK ACTIVITIES** are countable activities per Federal and State participation standards. These activities include unsubsidized or subsidized employment, Work Experience, Work Study, Job Search and or Job Readiness, Adult Basic Education, Job Skills Training directly related to employment and/or Education directly related to employment.

**WORK EXPERIENCE** is a training activity in the public or private sector under the close supervision of the activity provider, that helps provide basic job skills, enhance existing job skills in a position related to the participant's experience, or provide a needed community service that will lead to unsubsidized employment.