

Patricia Lawler

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Community Services Agency

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE January 27, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Issue a Request for Proposal (RFP) for the Provision of Services to Children by Family Resource Centers - Community Services Agency

STAFF RECOMMENDATIONS:

Authorize the General Services Agency (GSA) Purchasing Division to issue a Request for Proposals (RFP) on behalf of the Community Services Agency in collaboration with the Children and Families Commission for the provision of Services to Children by Family Resource Centers for the contract period of July 1, 2009 through June 30, 2012.

FISCAL IMPACT:

It is estimated that the total cost of the contracts that may be awarded as a result of issuing this Request for Proposal will be up to \$6,178,071 over the three-year period or up to \$2,059,357 annually. The federal Promoting Safe and Stable Families (PSSF) and state Child Abuse Prevention Intervention and Treatment (CAPIT) funding will support \$500,000 per year or up to \$1,500,000 for the three year period for these costs. The Children and Families Commission will contribute up to \$1,559,357 per year, or a total of up to \$4,678,071 for the three-year period for these costs. (FISCAL IMPACT continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-74

On motion of Supervisor Monteith, Seconded by Supervisor Grover
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT (Continued):

Appropriations and estimated revenues to support these agreements will be included in the Agency's Fiscal Year 2009-2010 Proposed Budget submission for the Community Services Agency's (CSA) – Services and Support. The ongoing appropriations and revenues for the awarded contracts will be included in CSA's Services and Support budget requests to the Board for the succeeding fiscal year. There is no additional cost to the General Fund associated with these agreements.

DISCUSSION:

In January 2005, the Community Services Agency (CSA) in collaboration with the Children's and Families Commission (CFC) issued the first Request for Proposal (RFP) that resulted in four contracts with Family Resource Centers (FRC) for \$5,622,290 from July 1, 2006 through June 30, 2009 in Stanislaus County. In Fiscal Year 2006-2007, 2,214 families received Differential Response services from the Family Resource Centers, and in Fiscal Year 2007-2008, 2,574 families received services. The average rate of recurrence of maltreatment of children for those two fiscal years changed from 9.4% to 6.6%, decreasing by 2.8%.

The Children's and Families Commission and the Community Services Agency have agreed to continue to support Family Resource Centers(FRCs) in Stanislaus County through the issuance of the attached RFP covering the contract period of July 1, 2009 through June 30, 2012.

The FRCs in Stanislaus County will provide family support and strengthening services at the community or neighborhood level. The FRCs will promote child abuse/neglect prevention and early intervention programs through the Differential Response (DR) approach. The DR approach will provide for a flexible, customized response alternative to reports of child abuse and neglect. DR is an alternative intake, assessment and service delivery structure that allows a child welfare agency to respond in a more flexible manner (with three response paths) to referrals of child abuse or neglect. The path of response is based on the assessed safety and risk reported, as well as to the needs, resources and circumstances of the family. DR services will be provided to families with children 0-18. FRC services will be provided to children 0 through age 5 and their families, and pregnant women. The Commission and the Community Services Agency envision that the FRC'S will:

1. Provide an infrastructure and capacity to organize and supply services at the community level.
2. Provide a framework for unifying the efforts of new and existing programs.
3. Provide a structure for linking finance/administration with community feedback, local development, and improved program evaluation.

4. Provide a single point of entry to an integrated service system that provides local access to information, education, and services that improve the lives of families.

These activities would be accomplished through the use of strength based assessment, case management, parent education, links to mental health services, developmental assessments, school readiness, and connection with health care providers.

Stanislaus County will consider any innovative proposals. The goal of this RFP is to provide family support and strengthening services at the community or neighborhood level. Priority shall be given to programs currently serving the needs of children and families which have demonstrated effectiveness in child abuse/neglect prevention, early intervention and support. Priority shall also be given to proposals that promote, encourage, and develop collaboration between community-based organizations and Family Resource Centers in the proposal area.

All the contracts will be outcome-based and outcomes will be monitored throughout the three-year period. PSSF and CAPIT funding available for these proposals will be up to \$500,000 annually or a total of up to \$1,500,000 for the three-year period. The Children and Families Commission will contribute up to \$1,559,357 per year, or a total of up to \$4,678,071 for the three-year period. The combined total amount of the funding for the three-year contract period is up to \$6,178,071.

CSA will return to the Board upon completion of the RFP process with final contract recommendations.

POLICY ISSUE:

Approval of this request to issue an RFP supports the Board's priorities of *A healthy community* and *Effective partnerships* by collaborating with community partners to develop alternatives to child abuse and neglect.

STAFFING IMPACT:

There is no staffing impact associated with this request.



Stanislaus County Request for Proposal

RFP #

08-68-SAS

**Family Resource Center Differential
Response Services for Seven Geographical
Areas of Stanislaus County**

Mandatory Pre-Conference Date

February 6, 2009 at 2:00 p.m.

Closing Date and Time Due

March 16, 2009 by 2:30 p.m.

Proposers are required to submit an original and five (5) additional copies of their proposal response (including all required attachments) to the address below. Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected.

Deliver to:

Stanislaus County

General Service Agency/Purchasing Division

1010 10th Street Suite #5400

Modesto, CA 95354

(209) 525-6319

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SECTION ONE—INTRODUCTION

1. INTRODUCTION

1.1. Statement of Purpose

The County of Stanislaus is seeking proposals from qualified and experienced organizations for the provision of **Family Resource Center/Differential Response Services for Seven Geographical Areas of Stanislaus County**.

The selected Proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. However, all respondents must explain thoroughly, how their offering meets the minimum service and deliverable expectations specified in the RFP.

The procurement method will be a “best value” approach for each geographical area A - G, which means that the County is prepared to award individual contracts for each geographical area or a combination of one or more geographical areas to the Proposer who offers the most cost-effective and comprehensive solution.

If there are provisions that the Proposer objects to in the **Sample Agreement**, they must be identified in the proposal package. If there are provisions excluded that the Proposer requires in the **Agreement**, they must be specified in the proposal.

This RFP contains the instructions governing the requirements for proposals, including the format in which proposal information is to be submitted and the material to be included, the requirements that must be met to be eligible for consideration and the Proposers responsibilities before and after implementation.

The Children and Families Commission's Mission is:

The Stanislaus County Children and Families Commission promotes the development and well being of children 0 - 5.

The Children and Families Commission's Vision is:

All of Stanislaus County's children will thrive in supportive, safe, nurturing, and loving environments; are healthy, eager, and ready learners; and become productive well-adjusted members of society.

The Community Services Agency's Mission is:

To build a stronger community, CSA works with the people of Stanislaus County to help with a safe place to live, access to food, health care, and opportunities to work.

The Community Services Agency's Child and Family Services Division's Vision is:

Every child lives in a safe, stable, permanent home nurtured by healthy families and strong communities.

The Commission and the Community Services Agency are supporting Family Resource Centers (FRC's) in Stanislaus County to provide family support and strengthening services at the community or neighborhood level. Differential response services will be provided to families with children 0-18. FRC services will be provided to children 0 through age 5 and their families, and pregnant women. The Commission and the Community Services Agency envision that the FRC'S will:

1. Provide an infrastructure and capacity to organize and supply services at the community level.
2. Provide a framework for unifying the efforts of new and existing programs.
3. Provide a structure for linking finance/administration with community feedback, local development, and improved program evaluation.
4. Provide a single point of entry to an integrated service system that provides local access to information, education, and services that improve the lives of families.

These activities would be accomplished through the use of strength based assessment, case management, parent education, links to mental health services, developmental assessments, school readiness, and connection with health care providers.

1.2. Scope of Work

It is the Provider's responsibility to propose a complete Scope of Work that explains in detail the Provider's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in **Exhibit A of the Standard Contract**, included in **Section 7** of this RFP. The **Standard Contract** also includes the terms and conditions required by the County. The RFP contains the minimum list of services and deliverables the selected Proposer is expected to provide the County.

1.3. Contract Duration

The County intends to enter into a contract with an effective period of **July 1, 2009 through June 30, 2012**. The County reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year(s), provided that the County notifies the Proposer in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided in the original contract and proposal.

1.4. RFP Intent

As part of this Request for Proposal the Proposer is required to submit all required pricing which will be incorporated into the Agreement at the time of award.

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified in the agreement shall apply.

The goal of this RFP is to generate at least one proposal for each specific geographical area of Stanislaus County for the provision of family resource / differential response services. In this proposal, Stanislaus County has been divided into seven Areas.

Area	Zip Codes	Annual Maximum Proposal Amount
A	95380, 95382	\$ 269,335.00
B	95313, 95360, 95363, 95385*, 95387	\$ 223,485.00
C	95307, 95328	\$ 204,398.00
D	95351, 95354, 95358	\$ 575,340.00
E	95350, 95355, 95356, 95357, 95368	\$ 458,518.00
F	95316, 95319, 95323, 95326, 95329, 95357, 95386	\$ 159,620.00
G	95230*, 95361, 95367	\$ 168,661.00
TOTAL		\$ 2,059,357.00

*Includes only those persons residing in Stanislaus County.

Proposals must address the provision of services for Areas listed above as described by zip codes. Proposer may submit one proposal for one Area. A separate proposal is required for each Area. For example: Proposer may bid Areas A & G however must submit two (2) separate proposals.

Funding available for the project includes Children and Families Commission, Community Services Agency Child Abuse Prevention Intervention and Treatment (CAPIT) and Community Services Agency Promoting Safe and Stable Families (PSSF). CAPIT funding requires the applicant agency to demonstrate the existence of a 10% cash or in-kind match, which support the goals of child abuse and neglect prevention and intervention. The maximum amount of in-kind for this project is \$16,598. The required cash or in-kind support will be addressed during individual contract execution.

1.5. Proposal Deadline

Original proposals shall be submitted no later than the Proposal Deadline time and date detailed in the **Section 2, RFP Schedule of Events**. Proposals shall clearly identify the Project Name, RFP Number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require receipt confirmation. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposers failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by General Services Agency (GSA).

1.6. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all Proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.7. Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Point of Contact to request reasonable accommodation no later than the deadline for accommodation requests detailed in the **Section 2, RFP Schedule of Events**.

SECTION TWO—RFP SCHEDULE OF EVENTS

2. RFP SCHEDULE OF EVENTS

2.1. RFP Event Chart

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 p.m., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

SCHEDULE OF EVENTS		
1	County and Commission Issues Request for Proposal (RFP)	1/28/2009
2	Pre-Conference – 2:00 p.m. PST	2/6/2009
3	Assistance to Proposers with a Disability Deadline	3/2/2009
4	Question Deadline	3/2/2009
5	Submission Deadline – 2:30 p.m. PST	3/16/2009
6	Mail - Notice of Intent to Award {Tentative}	4/1/2009
7	Appeals Deadline	4/8/2009
8	Board of Supervisors Approval	5/19/2009
9	Commission Authorizes Contract	5/26/2009
10	Vendor Transition	6/1/2009
11	Begin Contract Services	7/1/2009

2.2. Pre-Conference Requirement

MANDATORY ATTENDANCE AT PRE-CONFERENCE REQUIRED	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

If attendance at the Pre-Conference is mandatory, failure to attend this conference will result in rejection of your proposal.

2.2.1 Pre-Conference

A Pre-Conference for all potential Proposers is scheduled at the Pre-Conference time and date detailed in the Section 2, RFP Schedule of Events.

PRE-CONFERENCE LOCATION	
Stanislaus County	West Modesto Community Center
Date: February 6, 2009	Time: 2:00 p.m. PST
Address: 401 Paradise Rd.	City: Modesto
Conference Room Finley Conference Room	Phone: 209-652-0375

The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP. The Pre-Conference serves to clarify the contents of the RFP, however, it is not intended to provide technical assistance to proposers or to add information to this RFP. The purpose is to answer questions, respond to previously submitted written questions, and clarify any ambiguities. Such clarification may aid potential proposers in deciding whether to submit proposals.

Specific questions concerning the RFP should be submitted in writing before the Pre-Conference so that the County may prepare responses before the conference. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date.

The response to any question that is given orally at the Pre-Conference is to be considered tentative and nonbinding on the County. After the conference, the official response to questions shall be published in writing by issuing an addendum. This shall ensure accurate, consistent responses to all Proposers.

A summary of the issues raised and questions answered about the RFP at the Pre-Conference will be prepared in written form and posted on our website at: www.stancounty.com/purchasing.

SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION

3. GENERAL REQUIREMENTS AND INFORMATION

3.1. Proposal Inquiries

Questions, in written form, regarding this proposal should be referred to:

RFP POINT OF CONTACT	
Stanislaus County	General Services Agency/Purchasing Division
Post Office Box 3229	Modesto, CA 95353
Attention: Stephanie Shafer	Phone: 209-525-4346
E-mail: ShaferS@stancounty.com	Fax: 209-525-7787

These inquiries are to be submitted at least ten (10) days prior to the proposal closing date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting addendum must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the contract will not be binding.

3.2. Proposal Format

Proposals must be submitted in the format identified in Section Five—Proposal Submittal Process and Section Five—Proposal Elements. All items shall be filled in and the signatures of all persons signing shall be written in longhand. GSA Purchasing may not consider proposals not submitted in the format specified.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope no later than 2:30 p.m., to:

Stanislaus County
GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354

3.3. Proposals Received Late

Proposals received after the time specified shall be returned unopened to the respective Proposer and shall not be considered for evaluation. Proposals shall be opened in public at 2:30 p.m. on said date at the above location.

3.4. Alternate Proposals

Alternate proposals shall be considered unless otherwise stipulated.

3.5. Proposal Errors

3.5.1. Mistakes must be corrected and the correction inserted; the person signing the Proposal must initial the correction in ink.

3.5.2. The County reserves the right to waive any informalities or minor irregularities in connection with Proposals received.

3.6. Default or Failure to Perform

The principal protection of the County interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds that may be required:

3.6.1. Proposal Security

If required, Proposal security shall take the form of a bond, a cashier check, or a certified check, representing the Proposers firm commitment to stand behind the RFP price. The Proposers bond shall be prepared and guaranteed by a California admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the Proposers security is in the amount of ten percent (10%). See Page 36.

3.6.2. Performance Bonds

A Performance Bond may be required to secure fulfillment of all of the Proposers obligations under the contract. Before the execution of the contract or awarding of a RFP by the County, if a Performance Bond is required, the successful Proposer shall file with the County a surety bond satisfactory to the County in the amounts noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Proposer shall pay all bond premiums, costs and incidentals. See Page 36.

3.6.3. Payment Bonds

If required to assure the Proposers full discharge of its obligations to subproposer, suppliers, and other labor used on the project, the successful Proposer shall file with the County a surety bond issued by a California admitted surety in the amounts noted. See Page 36.

3.7. County Code

All provisions of the County Code are applicable to any proposal submitted or contract awarded pursuant thereto. Note: Stanislaus County enacted a Local Vendor Preference in 2008 (www.stancounty.com). Once you are on the website, click the online services tab, Title 2 – Administration, Chapter 2.24 - Purchasing Agent, 2.24.125 – Local Vendor Preference.

3.8. Cash Discounts

Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Proposal price for the purposes of the Proposal evaluation. Any cash discount offered by the successful Proposer will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

3.9. Right of Rejection

Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the most responsible and responsive Proposer, subject to the right of the County to reject all proposals, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

3.10. Form Agreement/Exceptions and Alternatives

The Agreement attached to this Request for Proposal ("RFP") and, by this reference, made a part hereof, contains terms and conditions that apply to the performance of this work. If the Proposer suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or recurrent of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful Proposer will be expected to sign the Agreement upon award of the contract. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based there on if determined to be in the best interest of the County.

3.11. Nondiscrimination

Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.

3.12. Failure to Comply

The County cannot accept a RFP failing to comply with any of the above stated requirements.

3.13. Protest and Appeal Procedures

3.13.1. General

Potential bidders, proposers, and sub-proposers wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

3.13.2. Definitions

1. For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
2. "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
3. "Interested Party" means an actual or prospective bidder or proposer.
4. "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.

3.13.3. Protest Procedure

1. Any bidders, proposers, and sub-proposers may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
2. The protest shall be delivered or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:
 - a. Include the name, address, and business telephone number of the protestor;
 - b. Identify the project under protest by name, quotation/bid number, and quotation/bid date;
 - c. Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

3.13.4. Protest Review

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.
2. If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
3. Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors at least five (5) days prior to the contract award date, which is given in the Notice of Intent to Award. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with federal funds.

SECTION FOUR—TERMS AND CONDITIONS

4. TERMS AND CONDITIONS

4.1. Cost of Preparation of Proposal

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the Proposer.

4.2. Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the Proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Material that is confidential or proprietary should be marked “**Confidential**” or “**Proprietary.**” After the RFP is awarded to the successful Proposer all submitted material becomes public information unless marked “Confidential” or Proprietary”.

4.3. Public Records Act

All proposals become public information no later than at the conclusion of the selection process with the exception of those portions of a proposal that are identified at the time of the submittal by the proposer as “Confidential” or “Proprietary” and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

4.4. Modification of Scope of Work

The Scope of Work may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the Contract.

4.5. Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

4.6. Examination of Proposal Documents

The Proposers shall carefully examine the Specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Proposer find discrepancies in, or omissions from, the Specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify the Stanislaus County Purchasing Division. Notification is to be in written form and must be submitted at least ten (10) days prior to the proposal closing date. Any interpretations by the County will be made in the form of a written addendum. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

4.7. Sample Agreement

A Sample Agreement is attached for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply. These provisions are subject to revision by the County at any time prior to the signing of the agreement.

4.8. Insurance Provisions

The "Insurance Provisions" contained on the Sample Agreement are hereby made a part of this RFP and any resultant contract. The Proposer shall acknowledge in their proposal responses their ability to meet the below insurance requirements and the requirements contained in the Sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The Proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting and/or containing the following:

- a. Policy limits of insurance as required in the Sample Agreement;
- b. Deductibles shall be declared;
- c. NAIC# for insurers shall be provided on the certificate;
- d. 30 - day notice of cancellation;
- e. Certificate Holder is "Stanislaus County;"
- f. Endorsement naming "Stanislaus County" as additional insured (GL and Auto);
- g. Waiver of subrogation (Worker's Compensation as shown in the Sample Agreement);
- h. Carrier admitted/licensed to issue insurance in California; and
- i. Best's rating of no less than A-, and Financial Size Category of at least VII.

An "Insurance Checklist" is included in this RFP package.

4.9. Exceptions

The submission of a proposal shall be considered an agreement to all the terms, conditions (including insurance requirements) and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

5. PROPOSAL SUBMITTAL PROCESS

5.1. Submittal Documents

Proposer shall submit the following documents as a response to this RFP:

- a. Return entire RFP package completed and signed;
- b. Complete and sign a W9 form Request for Taxpayer Identification Number and Certification; and
- c. Any exceptions to the terms and conditions of this RFP, Sample Agreement, and insurance requirements must be submitted with the proposal response.

5.2. Proposal Submittal

5.2.1. Submit to Purchasing Department

Proposals shall be submitted to the General Services Agency Purchasing Division at the place and time specified in this notice.

5.2.2. Phase One

Phase one is a pass/fail evaluation for submission completeness and financial review. During **Phase One**, the Proposal and RFP-Pricing will be received by the County's Purchasing Division. However, only the Proposal will be opened at that time. Thereafter, the Proposals will be forwarded to the Stanislaus County Children and Families Commission and Community Services Agency for evaluation. The sealed pricing will remain with the Purchasing Division until the Evaluation Committee has completed the evaluation of the Proposals. Upon notification of the completion of the evaluation of the Proposals, the Purchasing Division shall open the sealed pricing and provide the RFP Pricing results to the Evaluation Committee.

5.2.3. Phase Two

In **Phase Two**, reference checks will be performed, the Evaluation Committee will evaluate each proposal's qualifications and vendors may be interviewed.

5.2.4. Phase Three

In **Phase Three**, the Evaluation Committee shall evaluate the budget and select the proposal which is considered to be the most cost effective and is in the best interest of the County.

5.2.5. Phase Four

In **Phase Four**, the Evaluation Committee shall evaluate the pricing and select the proposal which is considered to be the most cost effective and is in the best interest of the County.

5.3. Proposal Elements

The “PROPOSAL” response shall be divided into four parts:

- Part One — Qualification Proposal**
- Part Two — Financial Reports**
- Part Three — Budget**
- Part Four — Pricing Proposal**

Each part shall be preceded by a 8 ½” by 11” tab divider, with each part clearly labeled. Proposal documents not identified above shall be included in a section labeled “Other RFP documents.”

Below are the detailed elements of part of the proposal. The actual scope of work is detailed in Appendix A, Page 1-4. Proposers shall address these elements as indicated:

1. PART ONE—QUALIFICATION PROPOSAL

Please submit your Qualification proposal, which includes a complete Corporate profile of your Service Provider Organization outlining it’s background, philosophy and experience and information about your Service Provider Organization’s ability to perform the work. This section shall include responses to the following:

- a. Number of years in business as a (Type of Proposer i.e. Rate Review) Service Provider Organization.
- b. Brief history of the Service Provider Organization, including ownership structure, key principals and current organization structure.
- c. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management.
- d. Identify the staff to be assigned to this project and their relevant experience and qualifications to this project. Attach resumes of individuals who will be assigned to this project. Include certifications and licenses of individuals. List the number of full-time employees and the number of part-time employees performing the (Type of Services Proposer will be performing i.e. Rate Review) services as of the date of submission of your response to this Request for Proposal.
- e. Submit a detailed description and letter of intent from expected sub-proposer(s) who might be involved including a general overview of the Service Provider Organization and brief resumes of key personnel.
- f. Employee background check procedures; security procedures.
- g. List of references of Service Provider Organizations that have used your (Type of Services Proposer will be performing i.e. Rate Review) services. List names, addresses, telephone numbers and contact persons.
- h. List of contracts that have not been renewed or terminated in the past five (5) years. List names, addresses, telephone numbers and contact persons.
- i. Submit a sample of previous work showing a product representative of the Proposers expertise in the area of interest. Include detailed information about the size and scope of your current contracts.

- j. Provide a description of your organization's understanding of the specific project goals and requirements with highlights of those that are particularly significant to the project and the delivery of services.
- k. Approach and Understanding of Requirements.
- l. Submit a technical proposal describing the detailed scope of work including specifying tasks (and Service Provider Organizations if preparation of the analysis involves other Service Provider Organizations) that will be completed to accomplish the **Scope of Work** outlined in this RFP. This shall include a statement of approach to the project, work plan, timeline, staffing procedures and resource plan. Proposers shall provide a discussion which includes the focus on issues concerning the Companies, the County, and cooperating jurisdictions.
 - Attach project approach.
 - Attach detailed timeline.
 - Attach detailed work plan.
 - Attach detailed resource plan.
- m. Proposers shall identify what co-ordination and meetings the County will be required to provide.

2. PART TWO—FINANCIAL REPORTS

Please submit Financial Reports which include detailed information about the Proposers financial condition, which includes the following information:

- a. Statement of Income and Retained Earnings, last five (5) years.
- b. Changes in financial position last five (5) years.
- c. Balance sheet, last five (5) years.
- d. Latest interim Balance Sheet and Income Sheet.
- e. Proposer shall provide proof of insurance satisfactory and acceptable to the County as evidence that insurance meets the requirements set forth in Section 6 – Insurance, of the Sample Agreement included in the RFP package.
- f. List of bonding and insurance companies, including addresses, telephone numbers, and contacts.
- g. Identify what percent of your organization's annual revenue shall this contract represent.

If any of the above documents or information are not available, state, "Not Available," and state the reason such information is not available.

3. PART THREE—BUDGET

The following format must be followed and attached to the line item budgets. Fully explain your salaries, fringes, travel policy and other allowable expenses using the format described below.

- a. Salaries to Administrative Staff
 - 1. Includes compensation for personnel services indirectly related to providing service. The amount charged for administrative salaries shall be reasonable and proper and must be commensurate with amount of time spent on the performance of this contract.

b. Clerical Salaries

1. Include salaries to clerical personnel in connection with such duties as typing, filing, preparing payroll, billing, and maintaining adequate accounting records.

c. Staff Salaries

1. Wages paid to staff directly related to providing services to clients.

d. Fringe Benefits

e. Office Expense

1. Includes miscellaneous costs in maintaining adequate financial records and administering the program. These include stationery, business forms, copying, printing, postage, bank charges, advertising, and other associated costs.

f. Legal and Accounting

1. Includes legal and accounting fees paid to independent contractors for professional services related to administering the program.

g. Building Expense (which could include the following four line items):

1. Rent

- I. Includes cost to lease administrative and program offices. In cases where the lease agreement is other than an arm's length transaction, particular attention should be given to see that these costs are reasonable, proper, and comparable to those of similar leases.

2. Utilities

- I. Includes the costs of utilities in maintaining administrative and program offices.

3. Janitorial and Maintenance

- I. Includes the costs of keeping the administrative and program offices clean and in good general repair.

4. Telephone

- I. Includes the base charged for local service and telephone equipment, plus charges for long distance calls which are necessary and proper in administering the program.

h. Equipment Expense (which could include the following four line items):

1. Equipment Lease

- I. Includes the cost to lease equipment used for program-related purposes
- II. Equipment Maintenance
- III. Includes the cost to maintain and service equipment used for program-related purposes.

- i. Taxes
 - 1. Includes taxes on real property owned by the contractor and used for program related purposes.
- j. Insurance
 - 1. Includes public liability, and other types of insurance which are necessary, proper, and program related.
- k. Training Costs
 - 1. Includes tuition, fees, training materials of trainees, etc., designed to increase the effectiveness of bona fide employees.
- l. Travel
 - 1. Includes travel costs for management, clerical or staff for program-related travel.
- m. Other Allowable Costs (Specify)
 - 1. Includes other costs which are allowable, but which are not included in other line items of this budget. These costs should be specified in a manner describing them as closely as possible for determining their allowableness under applicable cost principles. (Costs must conform with federal cost regulations: OMB Circular A-87, A Guide for State and Local Government Agencies: 48 CFR, part 31, Subpart 31.2 (for profit agencies), 41 CFR, Subpart 1-15.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies).

4. PART FOUR—PRICING PROPOSALS

- a. Proposers shall provide total project cost for the total contract period. In addition, proposer shall provided annual breakdowns of total contract period cost. This shall form the basis for payments to the successful Proposer, as well as for adjustments to the value of the Agreement in the event the scope of work varies from that proposed.
- b. The proposer shall provide pricing for an annual budget amount. Should the County and the Proposer awarded an Agreement, mutually agree to renew the Agreement, the pricing provided in by the Proposer in their RFP response for the subsequent years shall be utilized.
- c. ALL cost incurred and billed to the County, including labor, materials, overhead shall be included within the Proposers Pricing Proposal Form.

5.4. Pricing Evaluation

In determining the amount proposed by each Proposer, the County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the County's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the County, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the proposal contain only a total price for the item and the item price is omitted, the County shall determine the item price by estimated quantities of work to be performed as items of work. If the proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the proposal shall be disregarded.

SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

6. EVALUATION CRITERIA AND PROPOSER SELECTION

6.1. Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. The objective of this evaluation is to perform a thorough and fair evaluation of Proposer responses and facilitate the selection of a solution that best satisfies the County requirements. The following describes the evaluation process and associated components.

6.2. Selection Process

The County shall name, for the purpose of evaluating the proposals for this RFP an Evaluation Committee composed of representatives from the County. The County may elect to include as part of the Evaluation Committee qualified representatives from other agencies or entities.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Proposer concerning the type of information that shall be used by the Evaluation Committee. Proposers shall be prepared to respond to requests by the Evaluation Committee for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at their option, may award this proposal on the basis of the initial proposals.

6.3. Evaluation Phases

It is anticipated that the following steps will be performed by the Evaluation Committee in evaluating proposals, however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.

- Phase I Review and Evaluate Proposals Submission and Financials
- Phase II Evaluation of Qualifications, Interviews and Reference Checks
- Phase III Budget
- Phase IV Pricing Proposal

The Evaluation Committee shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the Committee shall rate the Proposers separately, unless technical in nature, in which case a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each of the Committee members shall then be averaged to provide a total score for each of the Proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

EVALUATION CATEGORIES— FOUR PHASES	MAXIMUM POINTS
Phase I – Review and Evaluate Financials	Pass/Fail
Notify Vendors Proceeding onto continuing Phases	
PHASE II - IV	MAXIMUM POINTS
Budget Justification and Level of Service a. Budgeted items will be used to achieve outcomes. b. Cost of the program relates to the expected outcomes.	20
Extent and completeness of proposed program a. Program activities and outcome components defined and linked to the RFP priorities. b. Clearly addressed through a community planning processes, the target population need and has organized appropriate resources to support the services. c. Services are culturally and linguistically diverse for the community demographics. d. Services are community-based and easily accessible. e. Program collaborates with other organizations. f. Program will be sustained in future years.	30
Outcomes/Impact on Children, Youth and Families a. Stated activities directly result in achievement of outcomes. b. Measurement tools accurately measure actual outcomes. c. Ongoing assessment process that evaluates outcomes to actual outcomes. d. Program goal/outcome(s) are Specific, Measurable, Achievable, Relevant, and Timely.	20
Capacity of Family Resource Center a. Administrative expertise and capability. b. Past experience with performance based outcomes contracts. c. Ability to incorporate multiple funding streams and associated fiscal requirements. d. Past successes with family support; parent education; and/or child abuse prevention, intervention and treatment programs.	30
TOTAL POSSIBLE WEIGHT OR POINTS:	100

Should the County exercise the option to interview, only those Service Provider Organizations or persons judged by the evaluators to be the most qualified to perform the work required under the Agreement shall be placed on an "interview list." Those on the interview list shall be requested to make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential Proposers.

6.4. Award

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered. All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

SECTION SEVEN—STANDARD CONTRACT INFORMATION

7. STANDARD CONTRACT

7.1. Contract Approval

The RFP and the Proposer selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the Proposer and the County Purchasing Agent and after the contract is signed by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

7.2. Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the Proposer, even work done in good faith and even if the Proposer is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by County officials as required by applicable statutes and rules of the County of Stanislaus.

7.3. RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.4. Contract Monitoring

The Proposer shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the Proposers place of business that are related to the performance of the contract. If the County requires such an inspection, the Proposer shall provide reasonable access and assistance.

7.5. Contract Amendment

During the course of this contract, the County may request the Proposer to perform additional work for which the Proposer would be compensated. That work shall be within the general scope of this RFP. In such instances, the County shall provide the Proposer a written description of the additional work, and the Proposer shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Proposers Proposal to this RFP. If the County and the Proposer reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Proposer and the head of the procuring County agency and must be approved by other County officials as required by County laws and regulations. The Proposer shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

SAMPLE

SAMPLE

**COUNTY OF STANISLAUS
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES**

JUNE 1, 2008 THROUGH JUNE 30, 2012

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and **COMMUNITY BASED ORGANIZATION** ("Consultant"), a **TYPE OF ENTITY, I.E. a California non-profit corporation**, on July 1, 2009.

SAMPLE

The mission of Stanislaus County to children is to promote family responsibility. It is our commitment to provide children and their families with access to essential resources and effective strategies to become contributing and interdependent members of the community. Collaboration between agencies in partnership with the community is the most effective means of providing services. These services are to be provided in a manner that is culturally sensitive, promotes a sense of self-worth, and protects the safety of children, families and community.

INTRODUCTION

WHEREAS, County has the need for Family Resource Centers; and Consultant has agreed to provide those services;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-**SAMPLE** and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

SAMPLE

1.3 Services and work provided by the Consultant at the County's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

- 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.
- 1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 The Consultant shall be compensated on a time and materials basis as provided in Exhibit A attached hereto.
- 2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability, State and Federal funds.

SAMPLE

3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Consultant may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Consultant's business; or,
 - C. Upon an unauthorized decrease in the required insurance in force; or,
 - D. Upon failure to make payroll payments; or,
 - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
 - F. Upon failure to SAMPLE meet other financial obligations; or,
 - G. Upon service or a writ of attachment by creditors of Consultant SAMPLE
- 3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County. The County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated

under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement

3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Consultant that the performance of these services and work will require the Consultant to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant—not the County—has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. INSURANCE

7.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate SAMPLE apply separately to any act or omission by Consultant under ~~this Agreement~~ or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Professional Liability Insurance. Professional errors and SAMPLE (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this

Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

- 7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.
- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance

policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 7.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Consultant may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant SAMPLE indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or

restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONSULTANT

- 9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 9.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 9.4 Consultant is permitted to provide services to others during the same period services are provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.
- 9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.

10.5 Consultant agrees that records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.

10.6 Monitoring by County may be accomplished by the following reviews, audit claims, monthly review of records, etc.

10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.

10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:

- A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
- B. The Consultant is in compliance with all other Agreement requirements
- C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 - 1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 - 2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 - 3. None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
- D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

10.9 Consultant shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

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10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

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10.11 Consultant is responsible for submitting ~~to County~~ an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

11. CONFIDENTIALITY

Consultant shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

- 11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

12.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's ~~delivery of services~~.

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13. ASSIGNMENT

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13.1 This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this Agreement shall adhere to the terms contained in this Agreement and shall be submitted to County prior to their commencement.

14. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Community Services Agency
Attention: Contracts Manager
P.O. Box 42
Modesto, CA 95353

To Consultant: **Community Based Organization**
Attention: B. A. Social Worker, Executive Director
1440 K Street, Suite Y
Modesto, CA 95355

16. CONFLICTS

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

17. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. AMENDMENT

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This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

SAMPLE

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. GENERAL ACCOUNTABILITY

- 22.1 In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.
- 22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Consultant's failure to perform as required by this Agreement, Consultant shall make reimbursement to the damaged party.
- 22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Consultant's failure to perform, as required by this Agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Consultant will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant will also abide by specific codes of ethics prescribed by the professional organizations that set standards for their profession.
- Quality of Service: Employees of Consultant will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Consultant will conduct all activities with respect and courtesy for participants. SAMPLE
- Propriety: Employees of Consultant will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Consultant ~~will not behave~~ in any manner that will bring discredit to his/her professional status and SAMPLE to the program.

24. STATE ENERGY CONSERVATION PLAN

Consultant agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

25. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this Agreement including those covered by copyright.

26. CONVICTION OF CRIME

- 26.1 Consultant shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Consultant.

26.2 Consultant agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.

26.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

28.1 County and Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Consultant will be referred to as the "prospective recipient".

28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 48 CFR Part 98, Section 98.510, Participants' responsibilities. The regulation [SAMPLE] is published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or [SAMPLE]
- B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
- C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant will adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

30.1 During the period of this Agreement, Consultant agrees to:

- A. Maintain a tobacco free environment on Consultant's property, including outside areas.
- B. Refuse to accept SAMPLE gifts from tobacco industry sources, including event sponsorships and ~~in-kind donations~~.
- C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke. SAMPLE
- D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.

30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports, publication, brochures, or other material to be distributed to the public, which are produced or funded by County funds. The County, through its Executive Director, reserves the right to direct policy of the County. Reports, publications, brochures, correspondence or other materials to be distributed to the public shall contain the following acknowledgement: "Funded by a grant from the Stanislaus County Children and Families Commission". Consultants are encouraged to include the Commission's logo in such published or distributed materials.

30.3 Consultant agrees to be bound by the provisions of the Policies and Procedures Manual adopted by the Stanislaus County Children and Families Commission on October 28, 2008 and as amended by the Commission in the future. A copy of the updated Manual can be viewed on the Commission's website: <http://www.stanprop10.org/pdf/CommissionPoliciesProcedures.pdf>

31. SUPPLANTATION OF FUNDS

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

APPROVED AS TO CONTENT:

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

CONSULTANT NAME

By: _____
Christine C. Applegate

By: _____

Title: _____
Director

Title: _____

Dated: _____

Dated: _____

Tax Payer Identification Number:

CHILDREN AND FAMILIES COMMISSION

**COUNTY OF STANISLAUS
PURCHASING DEPARTMENT**

By: _____
John Sims

By: _____

Title: _____
Executive Director

Title: _____
Purchasing Agent

Dated: _____

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

COUNTY OF STANISLAUS

By: _____

Approved per BOS Item #: _____

Title: _____
Deputy County Counsel

Dated: _____

Dated: _____

SAMPLE

EXHIBIT A

VENDOR
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JUNE 1, 2005 THROUGH JUNE 30, 2008

I. **SCOPE OF WORK**

- A. Consultant shall provide the following services at the Family Resource Center located at ADDRESS, to residents of Stanislaus County as follows:
1. See Exhibit C, Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS) for outline of services to be performed by Consultant, which is hereby incorporated by reference and made a part thereof.
 2. Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
- B. Outcomes
- Consultant shall meet the following Outcomes during the term of this Agreement:
1. See Exhibit C, SCOARRS for outline of Planned Outcomes.
 2. Consultant shall establish an Internal Monitoring Plan to monitor and meet the outcomes set forth in this Agreement.

II. **COMPENSATION**

Consultant shall be compensated for the services provided under this Agreement as follows:

- A. Costs:
1. The maximum amount of this Agreement for the period July 1, 2009 through June 30, 2012 shall not exceed \$XXXXX.
 2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in Exhibit B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in Exhibit B, or as the budget is thereafter amended or obligated.

- B. Consultant shall make no charge to the recipient and shall collect no share of cost.

SAMPLE

- C. This Agreement shall be effective July 1, 2009 through June 30, 2012.

- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.

SAMPLE

- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as Exhibit B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2009 through April 2010 services**.
Billings for the service month of May and June 2010 are as follows:

May 2010 is due June 10, 2010
June 2010 is due July 8, 2010
 2. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2010 through April 2011 services**.
Billings for the service month of May and June 2011 are as follows:

May 2011 is due June 9, 2011
June 2011 is due July 7, 2011
 3. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2011 through April 2012 services**.
Billings for the service month of May and June 2012 are as follows:

SAMPLE

May 2012 is due June 7, 2012
June 2012 is due July 5, 2012

Billing requirements are subject to change and the Consultant

SAMPLE

 notified in writing.
 4. Billings will be submitted to:

1 Stanislaus County Community Services Agency
Attention: Accounts Payable Supervisor, F3A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2217

5. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Consultant operational costs billed to this Agreement. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, client's age and services rendered.

I. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day of each month following the month of billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Consultant nor for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.
4. Final payment under Agreement may be held until a termination audit is completed or until receipt of Consultant's annual narrative report.

III. REPORTING:

In addition to monthly invoice Consultant, shall submit reports or other data as required by County including, but not limited to:

A. MONTHLY

1. Monthly Program Statistical Report– Consultant will submit the Program Statistical Report, as specified in Exhibit E, which is incorporated by this reference, is due by the 30th day of the following month via email to CSAReport@stancounty.com.
- a. Differential Response Client Data Sheet (DR Client Data Sheet) – Consultant shall submit a DR Client Data Sheet monthly via email to DR_ClientData@stancounty.com SAMPLE

B. QUARTERLY

1. SCOARRS – Consultant will submit the SCOARRS, **EXHIBIT** SAMPLE **through C4**, by the 30th day of the following month. Receipt of the report is required in order to make payment to vendor. The County will provide the Consultant with the forms via e-mail and/or hard copy.
2. Proposition 10 Evaluation Data System (PEDS) data entry is due by the 30th day of the following month.

- C. Semi-Annual Program Narrative – Consultant shall submit a semi-annual narrative within 30 days of the end of semi-annual period, to the County detailing Consultant’s progress towards the outcomes established in Exhibit A, Section I. Paragraph A.1. and Exhibit C. The report format shall follow the guidelines specified by the County in Exhibit D, which is incorporated by this reference.
- D. Annual Reporting – Due within 30 days of the end of the Program/Agreement Year as follows:
 - 1. Program Narrative/Annual Report - Consultant shall submit an annual narrative to the County describing if the expected outcomes of the program were met and the current status of the program, including recommended revisions of the scope of work, measurement tools, and outcomes. County will email Annual Report format to Consultant prior to the close of the fiscal year.
 - 2. Annual SCOARRS– Consultant will submit an annual SCOARRS? which will include year to date outcomes.
 - 3. Result of Consultant Customer Satisfaction Survey – Consultant will conduct customer satisfaction surveys twice yearly and submit a summary report of the results of the Consultant’s Customer Satisfaction Survey
- E. Consultant shall submit all reporting via email to the following (except DR Case Counts and Monthly Statistical Reporting):

CSAResult@stancounty.com
 Kirsten Jasek-Rysdahl, Program Evaluator-rysdahlk@stancounty.com
 Dan Rosas, Program Monitor/Public Relations Specialist -rosasd@stancounty.com.
- F. County will notify Consultant of any form and/or submittal procedure changes.

IV. MONITORING:

- A. To assist Consultant with complying with the terms of the Agreement, County representative will periodically meet with the Consultant and visit Consultants’ work sites(s) to:
 - 1. Compare actual performance of the Consultant to Agreement terms and performance indicators.
 - 2. Identify program-funding sources received by Consultant and coordinate other sources, if necessary.
 - 3. Verify Consultant has fulfilled the Agreement requirement SAMPLE
- C. At County’s option, Consultant may be required to file regular and/or special reports to document performance under this Agreement.

- D. Consultant agrees to provide the necessary documentation to verify performance under this Agreement.

SAMPLE

VENDOR
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012

<u>BUDGET CATEGORY</u>	<u>FUNDS</u>	<u>AGREEMENT</u> <u>SOURCES</u>	<u>OTHER</u> <u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services				
a) Salaries				
b) Fringe Benefits				
2. Agreement Services				
3. Operating Expenses				
a) Office				
b) Building				
c) Equipment				
d) Insurance & Bonding				
e) Training				
4. Other (Direct Program Costs)				
a) Materials/Supplies				
b) Curriculum/Videos				
c)			SAMPLE	
d) Travel/Mileage				

TOTALS:

**VENDOR
AGREEMENT BUDGET
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2010**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS SOURCES</u>	<u>IN-KIND</u>	<u>OTHER FUNDING TOTAL</u>
1. Personnel Services			
a) Salaries			
b) Fringe Benefits			
2. Agreement Services			
3. Operating Expenses			
a) Office			
b) Building			
c) Equipment			
d) Insurance & Bonding			
e) Training			SAMPLE
4. Other (Direct Program Costs)			
a) Materials/Supplies			
b) Curriculum/Videos			
c)			
d) Travel/Mileage			

TOTALS:

**VENDOR
AGREEMENT BUDGET
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2010 THROUGH JUNE 30, 2011**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS SOURCES</u>	<u>OTHER FUNDING IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries			
b) Fringe Benefits			
2. Agreement Services			
3. Operating Expenses			
a) Office			
b) Building			SAMPLE
c) Equipment			
d) Insurance & Bonding			
e) Training			
4. Other (Direct Program Costs)			
a) Materials/Supplies			
b) Curriculum/Videos			
c)			
d) Travel/Mileage			

TOTALS:

**VENDOR
AGREEMENT BUDGET
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2011 THROUGH JUNE 30, 2012**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS SOURCES</u>	<u>OTHER FUNDING IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries			
b) Fringe Benefits			
2. Agreement Services			
3. Operating Expenses			
a) Office			
b) Building			
c) Equipment			
d) Insurance & Bonding			
e) Training			
4. Other (Direct Program Costs)			
a) Materials/Supplies			
b) Curriculum/Videos			
c)			
d) Travel/Mileage			

SAMPLE

TOTALS:

RESERVE FOR SCOARRS

SAMPLE

**VENDOR
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

NARRATIVE

I. SEMI-ANNUAL NARRATIVE

- A. The narrative shall be submitted on Consultant letterhead.
- B. The narrative shall reference the Family Resource Center Services and the time period the Narrative covers.
- C. The narrative shall evaluate the Consultants activities and outcomes as Consultant progress towards Expected Outcomes.
 - 1. Evaluate activities in relationship to expected outcomes – are the activities still in alignment.
 - 2. Evaluate projected time lines.
 - 3. Evaluate methods of monitoring and measurement tools.
 - 4. Evaluate your actual outcome versus your expected outcome.
 - 5. List special achievements or recognition.
- D. Narrative is due within thirty (30) days after the end of each semi-annual.

RESERVE FOR STATISTICAL REPORTING

SAMPLE



Attachments

Non-Collusion Affidavit to be Executed by Proposer and Submitted

Non-Collusion Affidavit Signature Page

Insurance Checklist

Bond Requirements

Proposal Cover Page

Response Clarification Addendum

Proposal Checklist



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

(Please sign on the following page)

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

I declare under penalty of perjury that the foregoing is true and correct.

RFP PROPOSERS INFORMATION		
Name of Proposer:		
Primary Contact for Proposing Agency:		
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
E-mail: <input type="checkbox"/>	Phone:	
Type of Business:		
<input type="checkbox"/> Individual doing business under own name	<input type="checkbox"/> Corporation	
<input type="checkbox"/> Individual doing business using a firm name	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Joint Venture—attach agreement		
Date Signed:		
Print Name:		
Signature:	Initials:	
Title:		

To be signed by authorized corporate officer or partner or individual submitting the proposal.

The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE CHECKLIST

Name of Proposer:			
	General Liability	Auto	Workers' Compensation
NAIC # of insurers is provided on the certificate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policy limits of insurance meet requirements in the agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deductibles are declared and approved or waived by County.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expiration date of policy is six months or more into the future.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30 day notice of cancellation included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificate Holder is "Stanislaus County."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Endorsement naming "Stanislaus County" as "Additional Insured" included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waiver of subrogation endorsement included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carrier is admitted/licensed to issue insurance in California.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Best's rating of no less than A-, and Financial Size Category of at least VII.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pollution Insurance requirement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resource Help:

LESLI surplus line carrier is okay if no California carrier writes the insurance. If carrier is reinsured, run by County Counsel.

If not in California:

[http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list\\$.startup](http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list$.startup)

For all "Insurers" listed on Certificate; State Fund is okay/an exception

For information on ratings:

<http://www3.ambest.com/ratings/advanced.asp?bl=0&Menu=Search+Best%27s+Ratings>

BOND REQUIREMENTS

Section 3, General Requirements and Information, describes the specific security/bonding requirements. If required, only the successful Proposer shall submit a performance and payment bond as described in this RFP.

BOND REQUIRED			
Proposal Security required	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Amount 10% of the Project Price
Performance Bond required	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Amount 100%
Payment Bond required	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Amount 100%

FOR COUNTY USE ONLY

Proposal was opened on the following date and at the prescribed place.

FOR COUNTY USE ONLY		
Cashiers or Certified Check drawn on a California Bank.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Surety Bond	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date:		
Stanislaus County General Services Agency Purchasing Division		
Signature:		Initials:
Title:		



PROPOSAL COVER PAGE

The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

RFP PROPOSERS INFORMATION		
Name of Proposing Agency:		
Primary Contact for Proposing Agency:		
Project Name:	RFP #:	RFP Closing Date:
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
E-mail:	Phone:	
Date Signed:		
Print Name:		
Signature:		Initials:
Title:		

FOR COUNTY USE ONLY	
Proposal Number:	Date:
Received by:	
Title:	



RESPONSE CLARIFICATION ADDENDUM

RESPONSE CLARIFICATION ADDENDUM			
Addendum Number	Dated	Date Received	Initials
Print Proposers Name:			
Proposers Signature:			
Title:			

Signed addenda/addendum to be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.



PROPOSAL CHECKLIST

SUBMITTAL CHECKLIST			
		YES	NO
1	Signed Proposal Cover Page.	<input type="checkbox"/>	<input type="checkbox"/>
2	RFP package completed and signed. Submit an original and five (5) additional signed copies.	<input type="checkbox"/>	<input type="checkbox"/>
3	W9 form Request for Taxpayer Identification Number and Certification.	<input type="checkbox"/>	<input type="checkbox"/>
4	Exceptions to the terms and conditions of this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
5	Exception to the Sample Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
6	Insurance Checklist.	<input type="checkbox"/>	<input type="checkbox"/>
7	One separately sealed envelope marked "PROPOSAL"	<input type="checkbox"/>	<input type="checkbox"/>
8	One separately sealed envelope marked "RFP-PRICING"	<input type="checkbox"/>	<input type="checkbox"/>
9	Signed Non-Collusion Affidavit.	<input type="checkbox"/>	<input type="checkbox"/>
10	Bond Requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Response Clarification Addendum	<input type="checkbox"/>	<input type="checkbox"/>

Please return this checklist with your Request for Proposal submittal packet.

APPENDIX A - Family Resource Center/Differential Response Services - SCOPE OF WORK

In addition to the company and financial information referred to in Section 5; proposal submittal (pages 14-17), the proposer shall address each of these areas below as indicated and defined by number and sub-title.

1. Family resources / differential response services targeted to one or more of the geographical areas below:

Area	Zip Codes	Annual Maximum Proposal Amount
A	95380, 95382	\$ 269,335.00
B	95313, 95360, 95363, 95385*, 95387	\$ 223,485.00
C	95307, 95328	\$ 204,398.00
D	95351, 95354, 95358	\$ 575,340.00
E	95350, 95355, 95356, 95357, 95368	\$ 458,518.00
F	95316, 95319, 95323, 95326, 95329, 95357, 95386	\$ 159,620.00
G	95230*, 95361, 95367	\$ 168,661.00
		TOTAL \$2,059,357.00

*Includes only those persons residing in Stanislaus County.

2. A wide variety of family support and family assistance services are contemplated under this proposal.
 - a. Provide family support services to the targeted population in need.
 - b. Utilize community members in designing services and providing community outreach.
 - c. Differential Response is an alternative intake, assessment and service delivery structure that allows a child welfare agency to respond in a more flexible manner (with three response paths) to referrals of child abuse or neglect. The path of response is based on the assessed safety and risk reported, as well as to the needs, resources and circumstances of the family.

Path 1: Families with low or no risk of abuse or neglect, as assessed at intake, are referred to a community organization for a strength-based assessment, case management, parenting and other supportive services as determine by the family in partnership with the organization. The referral is closed at the intake hotline with no further child welfare involvement.

Path 2: Families with moderate risk of abuse or neglect, as screened at intake, are assessed by a child welfare social worker in partnership with a community partner. The risk and safety assessment guides the decision about the appropriate level of service, that is, further child welfare involvement or community partner service delivery.

Path 3: Child abuse and neglect reports that indicate children are unsafe and/or at high risk of abuse or neglect are assessed immediately by a child welfare social worker. If a differential response community partner has been working with the family, they may accompany the social worker. Families are served either through the traditional child welfare systems of voluntary services or court, but if allegations are unsubstantiated and children are safe, may be served by a community partner.

- d. Collaborate with other agencies/organizations, parents, and schools located within the geographical service area.

- e. Collaborate, at a minimum, with Community Based Organizations and Family Resource Centers that currently provide family support; parent education; child abuse prevention, intervention, and treatment services under a contract with CSA or Children and Families Commission in the geographic area of the proposal. This can include a subcontract arrangement or a Memo of Understanding with a Community Based Organization as a part of this proposal.

3. Funding provided in this RFP can only be used for:
 - Family resource / family support services for children 0-5 years of age and their families
 - Differential response services for children 0-18 years of age.

Services contemplated to be provided under this RFP may include, but are not limited to:

Differential response services*
Strength-based assessment*
Case management*
Parenting education and support*
Health insurance enrollment*
Developmental screening for children*
Depression screening for caregivers*
School readiness activities*
Literacy
Life skills training for parents
Addressing barriers (outreach, ESL, transportation, etc)
CPR/First Aid classes
Health screenings/referrals

* Workload and outcome data for these services will be collected through SCOARRS (see Exhibit C). During the term of any executed agreement, workload and outcome data may be collected for other services funded by this RFP.

The use of the Ages Stages Questionnaire, the Burns Depression Screening, and the Stanislaus Comprehensive Family Assessment are required under this RFP.

4. Offices or service locations are contemplated under this proposal. Unless other service delivery systems acceptable to the funders are proposed, it is anticipated that a minimum number of locations will be operated in each Area:

Area	Zip Codes	Minimum # of Locations
A	95380, 95382	1
B	95313, 95360, 95363, 95385*, 95387	2
C	95307, 95328	1
D	95351, 95354, 95358	2
E	95350, 95355, 95356, 95357, 95368	1
F	95316, 95319, 95323, 95326, 95329, 95357, 95386	1
G	95230*, 95361, 95367	1

*Includes only those persons residing in Stanislaus County.

- Locations are expected to be open at least four hours per day five days per week and closed less than 13 days in a twelve month period for traditional or legal holidays.

- A funded location may serve any Stanislaus County resident or citizen in the target population.
- Residency in a specific Area is not a condition of receiving services.
- Two of the locations funded under this RFP in Area B cannot be within one linear mile of each other.
- Two of the locations funded under this RFP in Area D cannot be within one linear mile of each other.

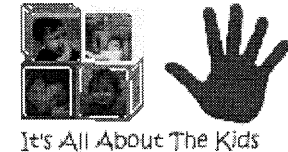
5. General Service Expectations

- Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be reflected in the funding of program(s).
- Services shall be limited to residents of Stanislaus County.
- More than one proposal may be funded, per Proposer.
- To promote collaboration with other agencies, grantees receiving funds will be required to make presentations to the Stanislaus County Child Abuse Prevention Council and to its subcommittees.
- Participate in presentations periodically to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
- Grantee will actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
- Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards.
- Children & Families Commission funds may not be used to supplant other local, private, Federal, State or county grants or awards. The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.
- Regular monthly, quarterly, bi-annual, annual reports written reports will be required.
- Participate in Multi-Disciplinary Team meetings.
- Attend Community Service Agency and Children and Families Commission mandated trainings.



Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Exhibit C



Date:
Agency:
Program Name:

Prepared by:
Phone Number:
Email:

Reporting for Quarter:

- 1st Quarter
- 2nd Quarter
- 3rd Quarter
- 4th Quarter

PLANNED OUTCOMES	STRATEGIES/MILESTONES	INDICATORS-CURRENT QUARTER (PROGRESS)	INDICATORS-CALCULATED	NARRATIVE (ONLY IF NEEDED & SPECIFIC TO THE INDICATOR)
1. Decreased occurrence and recurrence of child abuse and neglect through Family Support	1. FRC Staff will provide strength based assessments (SBA) to caregivers of referred DR children. 60 % of the referred DR children will have caregivers who receive a SBA.	a. <input type="text"/> # of referred DR children b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)	b / a = <input type="text"/> % of the referred DR children have caregivers who received a SBA	
	2. FRC Staff will provide referrals, resources, or support services to caregivers of referred DR children. 70% of the referred DR children will have caregivers who receive referrals, resources, or support services	c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)	(c + b) / a = <input type="text"/> % of the referred DR children have caregivers who received referrals, resources, or support services	
	3. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of referred DR children. 40% of the referred DR children will have caregivers who receive ongoing case management.	d. <input type="text"/> # of DR children whose caregivers receive ongoing case management (assessed and 3 months of CM during this FY)	d / a = <input type="text"/> % of the referred DR children have caregivers who received ongoing case management	To be completed 4 th quarter
	4. FRC Staff will provide strength based assessments to the caregivers of children 0-5 (DR & non-DR).	e. <input type="text"/> # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)	(f + h) / (e + g) = <input type="text"/> % of the children 0-5 have caregivers who received a	

SAMPLE

	60% of the children 0-5 will have caregivers who receive a SBA.	f. <input type="text"/> # of Non-DR children 0-5 whose caregivers are assessed	SBA		
		g. <input type="text"/> # of referred DR children 0-5			
		h. <input type="text"/> # of DR children 0-5 whose caregivers are assessed			
	5. FRC Staff will provide referrals or resources to the caregivers of children 0-5 (DR & non-DR). 80% of the children 0-5 will have caregivers who receive referrals, resources, or support services.	i. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)	$\frac{(i + j) + (f + h)}{(e + g)} = \text{ } \%$ of the children 0-5 have caregivers who received referrals or resources		
		j. <input type="text"/> # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)			
	6. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of children 0-5 (DR & non-DR). 40% of the children 0-5 will have caregivers who receive ongoing case management.	k. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)	$(k + l) / (e + g) = \text{ } \%$ of the children 0-5 have caregivers who received ongoing case management	To be completed 4 th quarter	
		l. <input type="text"/> # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)		To be completed 4 th quarter	
2. Increased parenting knowledge, skills, and support	1. FRC Staff will provide parenting education or support groups and measure the increase in knowledge/skills through a survey or pre/post test. 60% of the children 0-5 have caregivers who attended parent ed or support groups and took pre/post tests or surveys 75% of the children 0-5 will have caregivers who took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	$n / m = \text{ } \%$ of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey		
		n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey			
		o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills		$o / n = \text{ } \%$ of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.	
		p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)			
3. Caregivers are identified and linked to mental health services	1. FRC Staff will provide a valid depression screening to caregivers of children 0-5 (DR & Non-DR) who are	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	$(q + r) / (f + h) = \text{ } \%$ of the children 0-5 whose		

SAMPLE

	<p>given a SBA.</p> <p>60% of the children 0-5 who are assessed will have caregivers who received depression screenings.</p>	<p>r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression</p>	<p>families were assessed have caregivers who received depression screenings.</p>	
	<p>2. FRC staff will provide mental health referrals for caregivers of children 0-5 who scores 21 or above on the Burns depression screening (or who indicates a need for services).</p> <p>90% of the children whose caregivers indicate a need will receive a referral.</p>	<p>s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or who indicated a need for services)</p> <p>t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services</p>	<p>t / s = <input type="text"/> %</p> <p>of the children 0-5 whose caregivers indicated a need, received a referral for mental health services</p>	
4. Early identification of and referral for developmental delays and social-emotional problems of children 0-5	<p>1. FRC Staff will provide children 0-5 whose caregiver are assessed with developmental screenings using the Ages & Stages Questionnaire (ASQ)</p> <p>55% of the children 0-5 whose families are assessed will receive developmental screenings</p>	<p>u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p> <p>v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>(u + v) / (f + h) = <input type="text"/> %</p> <p>of the children 0-5 whose families were assessed received developmental screenings</p>	
	<p>2. FRC Staff will provide referrals for children 0-5 who fall below the indicator line in any of the developmental areas of the ASQ.</p> <p>90% of the children who indicate this need will be referred.</p>	<p>w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ</p> <p>x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area</p>	<p>x / w = <input type="text"/> % of the children 0-5 who indicated a need, were referred for further developmental assessment</p>	
5. Families understand the importance of participating in their children's development and education	<p>1. FRC Staff will disseminate SR information to children 0-5 and their caregivers. Caregivers will indicate understanding the importance of their participation as evidenced by a survey.</p> <p>80% of children 0-5 served will have caregivers who indicate an understanding of the importance of caregiver education participation.</p>	<p>y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information</p> <p>z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation</p>	<p>z / y = <input type="text"/> % of the children 0-5 whose families received school readiness information have caregivers who understand the importance of participating in their children's education</p>	
	6. Children 0-5 have health insurance and a health care	<p>1. FRC Staff will assist families in obtaining health insurance, and with</p>	<p>aa. <input type="text"/> # of children 0-5 without health insurance at time of intake</p>	<p>bb / aa = <input type="text"/> % of the children 0-5 who did not have</p>

SAMPLE

provider	<p>the enrollment of children 0-5 into a health insurance program within 90 days of intake.</p> <p>85% of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance</p> <p>80% of the assessed children 0-5 who did not have health insurance will be enrolled in a health insurance program within 90 days of intake.</p>	bb. <input type="text"/> # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance	health insurance when entering the program received assistance in obtaining health insurance	
		cc. <input type="text"/> # of children 0-5 without health insurance whose caregiver received a SBA	dd / cc = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days	
		dd. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days		

SAMPLE

SAMPLE

More Information

Additional Supporting Narrative (Only if Needed):

General Feedback, Comments or Suggestions (Only if Needed):

Resources (Staff, Funding, Materials, etc.):
(Completed at beginning of Fiscal Year)

Resource Changes (Only if Needed):

Activities & Services:
(Completed at beginning of Fiscal Year)

Activities & Services Changes (Only if Needed):

SAMPLE

SAMPLE

TYPE YOUR AGENCY NAME HERE MONTHLY OUTCOME REPORT
PROMOTING SAFE AND STABLE FAMILIES PROGRAM SERVICE PROVISION REPORT
MONTH ENDING: _____

Services Provided	Children	Adults	Families
1 Parent Education			
2 Parent Support			
3 Substance Abuse Counseling/Treatment			
4 Child Care/After-School Recreation			
5 Information and Referral / Advocacy			
6 Improved access through elimination of barriers:			
Transportation			
Language/Culture			
Medical			
Dental			
Mental Health			
Total Services Provided	0	0	0

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