

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

DEPT: Community Services Agency

BOARD AGENDA # *B-2

Urgent Routine

AGENDA DATE January 15, 2013

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 Employment Services to Stanislaus County Refugee Population

STAFF RECOMMENDATIONS:

Authorize the General Services Agency (GSA) Purchasing Division to issue a Request for Proposals (RFP) on behalf of the Community Services Agency for the provision of employment services to Stanislaus County Refugees for the contract period of July 1, 2013 through September 30, 2016 with an option to extend the agreement(s) an additional year through September 30, 2017.

FISCAL IMPACT:

The estimated annual cost of the employment services contract(s) totals approximately \$200,000. Appropriations and estimated revenues to support the first year of this contract(s) will be included in the Agency's Fiscal Year 2013-2014 Proposed Budget. The ongoing appropriations and revenues for the awarded contract(s) will be included in the Community Services Agency's budget submission for the succeeding fiscal years.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2013-24

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

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

Funding for Refugee Social Services (RSS) is provided through Federal grants originating with the Federal Office of Refugee Resettlement and distributed to the local level via allocations from the California Department of Social Services Refugee Programs Bureau. This program is 100% Federally funded with no impact to the County General Fund.

DISCUSSION:

The intent of the Stanislaus County Refugee Social Services (RSS) program is to provide eligible refugees with work activities and social services that are designed to address language, cultural, and other barriers facing the refugees. Providing these services will assist in cultural integration for new refugees and preparing refugees for employment, leading to self-sufficiency and productivity as a resident of Stanislaus County.

Among the county's diverse population are refugees and immigrants from various parts of the globe. Many have lived in Stanislaus County for years while more are arriving each month. The primary focus of services will be to integrate new refugees coming into the County, while maintaining the ability to serve refugees who have been in the United States for up to five years. Most of the refugees currently entering the County are arriving from Iraq and Iran, while refugees who have been in the area longer are primarily Russian and Indo-Chinese.

Like many new arrivals, these new refugees experienced hardships in their native countries or refugee camps and continue to face difficult challenges in their new community. The language differences, lack of transferable employment skills, cultural differences, and adjustment to a new life in America is a challenging process for this population. Many rely on public assistance and services provided by the Community Services Agency (CSA) or other agencies in the County while transitioning into their new life.

The goal of the Refugee Social Services program is to engage all eligible refugees in social services and work activities that are appropriately designed to address language and cultural barriers facing the refugees in order to prepare them for employment, and ultimately leading toward self-sufficiency and community acculturation.

Participating refugees gain valuable job and life adjustment skills. Employment and employment-related activities are available for approximately 250 people per year. These activities include orientation and appraisal, job search, job placement, skills training, vocational training, skill recertification training, and vocational English as a Second Language education. Through case management activities, the refugees will receive one-on-one as well as group coaching and counseling sessions. Supportive services such as transportation and child care may be provided while participating in employment activities. A limited number of the support services, such as translation and interpreter services, citizenship preparation, and Social Security Insurance (SSI) referrals and assistance, will also be accommodated.

The ultimate goal of the RSS Program is to assist participating refugees in attaining self-sufficiency and becoming productive members of the community by obtaining full time or part time employment. In Federal Fiscal Year 2011-2012, 60 refugees are expected to enter employment.

The Agency is requesting approval to issue a Request for Proposal (RFP) for the provision of employability services to Stanislaus County Refugees. The goal of the RFP is to provide strategies to engage all eligible refugees in social services and work activities that are appropriately designed to address the language and cultural barriers refugees face in order to prepare them for employment, leading toward self-sufficiency.

The Agency will consider any qualified proposals and encourage innovative practices in deliverance of services to the refugee population. Priority shall be given to proposals that demonstrate effectiveness in engagement of the target population as outlined in the attached RFP.

The Agency will return to the Board upon completion of the RFP process with a final contract recommendation.

POLICY ISSUES:

Approval to Issue a Request for Proposal (RFP) for the Provision of Employable Services to Stanislaus County Refugee Population supports the Board's priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by providing services through vendor partnerships to promote acculturation, employability, and self sufficiency of the refugee population in the community.

STAFFING ISSUES:

Community Services Agency staff are available to support the Request for Proposal process and any vendor partnerships awarded by the Board of Supervisors for the provision of employment services to refugees in Stanislaus County.

CONTACT PERSON:

Kathy Harwell, Director 558-2500



Stanislaus County Request for Proposal

**RFP 12-66-SS
Employable Services to
Stanislaus County Refugee Population**

**Pre-Conference Date
January 29, 2013 at 9:30 a.m.**

**Closing Date and Time Due
February 28, 2013 at 2:30 p.m.**

Proposers are required to submit an original and eight 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**

Any changes to this RFP are invalid unless specifically modified by Stanislaus County (County) and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the County's copy shall prevail. All addenda and notices related to this solicitation will be posted by the County on PlanetBids. In the event this RFP is obtained through any means other than PlanetBids, the County will not be responsible for the completeness, accuracy or timeliness of the final RFP document.

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SECTION ONE—INTRODUCTION

1.1 Statement of Purpose

The County of Stanislaus (County) is seeking proposals from qualified and experienced organizations for the provision of Employable Services for the Stanislaus County Refugee Population on behalf of the County's Community Services Agency.

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. All proposers, however, must explain thoroughly, how their offering meets the minimum service and deliverable expectations specified in the RFP. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

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 responsibilities of the proposer before and after implementation.

1.2 Scope of Services

It is the proposer's responsibility to propose a complete Scope of Work that explains in detail the proposer's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in the resultant agreement. 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, 2013 through September 30, 2017. The County reserves the right to extend this contract on a year-to-year basis; however, in no case shall the renewal extend beyond one year from the expiration date of the original Agreement. 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

Stanislaus County is looking for services to meet the needs of the refugee community and are designed to promote personal responsibility and financial self-reliance.

Stanislaus County recognizes the unique needs, languages and multiple barriers to employment of the refugees and is seeking community agencies to meet the growing need for specialized services for our community's refugee population.

The Employable services for Refugees participating in the Refugee Social Services Program (RSS) shall be coordinated with Welfare-to-Work (WtW) services for families to ensure the best level of services possible. The Temporary Assistance for Needy

Families (TANF) eligible refugee participation will comply with all CalWORKs and Welfare-to-Work (WtW) requirements. The Refugee Cash Assistance (RCA) refugee individuals will comply with all RCA Eligibility and Employment requirements. The Refugee Families in the TANF program are generally limited to four (4) years of cash assistance and up to (4) years of employability benefits. If refugee families are no longer eligible to TANF employability services, they may still be eligible to RSS employability services up to 5 years. The Refugee Cash Assistance program for adult individuals with no children is limited to eight (8) months cash assistance and up to five (5) years of employability services.

Stanislaus County is seeking services comprising various activities that will enable the refugees to reach self-reliance as quickly as possible. RSS funding is to be used primarily for employability services designed to enable refugees to obtain a job within one year of becoming enrolled in services in order to achieve economic self-sufficiency as soon as possible. All activities must be within the scope of the individual's employability plan. These services are defined but not limited to the services in the following section.

Available Funding

Approximately \$200,000.00 is available for the county fiscal year July 1, 2013 through June 30, 2014 and annually through September 2017.

1.5 Scope of Work

1. Criteria for Employability Services and Employment

Employability Services and Employment should be in accordance with the following criteria:

- a. All assignments must be within the scope of the individual's employability plan. The plan may be modified to reflect changed services or employment conditions.
- b. The services or employment must be related to the capability of the individual to perform the task on a regular basis.
- c. The service or work site to which the individual is assigned must not be in violation of applicable Federal, State or local health and safety standards.
- d. Appropriate work may be temporary, permanent, full-time, part-time, or seasonal work if such work meets the other requirements.
- e. The wage shall meet or exceed the Federal or State minimum wage law, whichever is applicable, or if such laws are not applicable, the wage shall not be substantially less than the wage normally paid for similar work in that labor market.
- f. The daily hours of work and weekly hours of work shall not exceed those customary to the occupation.
- g. No individual may be required to accept employment if:
 - The position offered is vacant due to a strike, lockout, or other bona fide labor dispute; or
 - The individual would be required to work for an employer contrary to the conditions of his or her existing membership in the union governing that

occupation. However, employment not governed by the rules of a union to which he or she has membership may be deemed appropriate.

- h. The quality of training must meet local employers' requirements so that the individual will be in a competitive position within the local labor market. **The training must also be likely to lead to employment which will meet the appropriate work criteria.**

2. Employment Services:

a. Orientation/Appraisal:

Conduct individual or group program orientation, interview individual refugees at home or in the office to review education, job skills and work experience to determine needed supportive services and identify other personal and family service needs.

b. Assessment/Job Search/Job Readiness:

Complete an assessment of the refugee's strengths and weaknesses to determine needed activities.

Develop a family self-sufficiency plan for a family and Individual Development Plan (IDP) for a one person case to assist refugees in addressing and identifying barriers. Refer the refugees to other appropriate services.

If the refugee is not work ready, a job readiness program should provide the necessary skills, tools and preparations that will allow participants to achieve the ultimate goal of a successful transition to the job market in Stanislaus County.

These services are available up to four consecutive weeks and should build skills leading to employment.

c. Job Placement:

Assist refugees, who are ready, to complete job applications and/or resumes. Assist in locating employment opportunities and link available jobs with participants; provide coaching through job search activities (interview techniques, resume development, job applications); and direct placement of participants in unsubsidized employment. Assist refugees by taking or sending them to multiple daily contacts in pursuit of employment. Assist refugees with internet job search.

3. Skill Building:

- a. **Skills Training:** Provide services including, but not limited to, referral, contracting and placement in specific job skills training with the most appropriate training sites; on the job trainings expected to result in full-time, permanent, unsubsidized employment; monitoring of progress, program compliance, training satisfaction, and of ongoing job search efforts.
- b. **Vocational Training:** Provide vocational training as needed for refugees who require specific training to obtain employment. Vocational training may take place in conjunction with other activities in order to meet the weekly participation requirement for families receiving TANF benefits. Vocational training may not

last for more than twelve (12) months. This training may include Driver Education when provided as part of an individual employability plan.

c. **Skills Recertification:** Skill Recertification may be offered to a trained individual who is in need of refresher training or other recertification services in order to qualify to practice his or her profession in the United States. This training may consist of full-time attendance in a college or a professional training program. This training may only be made available to individuals who are employed and provided such training:

- Is approved as part of the individual's employability plan.
- Does not exceed one (1) year's duration (including any time enrolled in such program in the U.S. prior to the refugee's application for assistance).
- Is specifically intended to assist the individual in becoming re-licensed in his or her profession, and if completed, can realistically be expected to result in re-licensing and employment.

4. English Language Training:

a. **Vocational English as Second Language Education:** Vocational English as Second Language (VESL) or Training may be needed to increase the refugees' use of English, especially job seeking and vocational English, while learning how to find a job in the United States. Vocational English as a Second Language will teach participants skills or language to qualify for a job in a minimum of three (3) months to a maximum of twelve (12) months.

5. Bridging Activities:

a. Bridging Activities may include both soft skills and technical skills to assist in obtaining and retaining employment and may be included with any of the activities listed under Employment Services, Skill Building or English Language Training. Bridging Activities should be **temporary or transitional** in nature to prepare the customer to enter the workforce. Bridging Activities should be designed to provide customers an opportunity to obtain skills to engage in employment, advancement in employment and assist in the retention of employment.

Bridging Activities may include but are not limited to:

- Interpersonal communication
- Conflict resolution
- Life skills
- Family stability and preservation skills
- Work maturity skills
- Time management
- Goal setting
- Problem-solving
- Building self esteem
- Professional dress
- Team building skills
- Prioritization and balancing of multiple issues or projects
- Change management
- Employment retention techniques
- Technical skills necessary to find full time permanent employment

Bridging Activities may be open entry/open exit to create the greatest opportunity for customers to utilize the services **while co-enrolled or between enrollments in other work activities.**

6. Case Management:

Case management services include, but are not limited to outreach, linking customers to available resources, advocacy, counseling/guidance, continued assessment of the family's or individual's needs, monitoring progress toward goals and objectives, and ensuring compliance to a service plan.

Case management shall utilize available resources and refer refugees to appropriate components. Case management shall be designed to remove barriers preventing refugees from finding or keeping a job and/or maintaining economic self-reliance, family stability or well-being and community integration/acclimation. Case management shall focus on removing barriers, social adjustment, strengthening, supporting and promoting employment, providing transportation, and translation and interpretive services directed toward a refugee's attainment of employment as soon as possible.

7. Other Employability Services:

- a. **Transportation:** Eligible refugees will receive payments to cover the transportation cost attributable to their travel to and from training or employment sites. The total daily commute time to and from home to the service or employment site must not normally exceed two (2) hours, not including the transporting of a child to and from a child care facility. Mileage is to be paid if there is no public transportation available or it costs the same as, or less than, public transportation.
- b. **Child Care:** Referrals to child care services and/or subsidized programs may be provided to participants when needed to assist with child care needs when refugees are looking for employment, participating in a training program or when working. When child care is required, the care must meet the standards normally required by the California Department of Social Services (CDSS) in its work and training programs for California Work Opportunity and Responsibility to Kids (CalWORKs) recipients.

Note: Transportation and Child Care are available through the CalWORKs program for families with children if they meet all of the guidelines. For individuals without children, any transportation must be paid through the Refugee Social Services funding. In general the payments for transportation are comparable to the cost of riding the bus to the same location.

8. Non-Employment Services:

To be successfully acculturated in their community, the refugees may need more than employment services to be successful in becoming self-sufficient. The following activities are designed to assist during the adjustment period:

- a. **Translation and Interpreter Services:** Provide translation/interpretation services to Stanislaus County refugees when necessary in connection with employment or participation in an employability service.

- b. **Citizenship Preparation:** Provide services including English language training and civics instructions to prepare refugees for citizenship; assist in completing the application process for legal permanent resident and citizenship status; assist disabled refugees to obtain disability waivers from English and civics requirements for naturalization and provisions of interpreter services for the citizenship interview.
- c. **SSI Referrals and Assistance:** Referral and assistance with the SSI application process for those who potentially qualify.

9. Participation Requirements

New regulations effective January 2013 limits Welfare to Work (WtW) support thru the CalWORKs program to 24 months unless the family is meeting the federal work participation requirements. **In the first 24 months the family is not required to meet the federal participation rates.** However, any month the family does meet the federal work requirements, their 24 month clock does not count and their WtW support would continue for a longer period of time.

Families with children receiving TANF/CalWORKs benefits must participate in approved Welfare to Work activities as follows to meet federal work participation:

- Single Parent Families with child under six – 20 core hours per week
- Single Parent Families with no child under six – 30 core hours per week
- Two Parent Families – 35 hours per week, 30 of which are core hours
- Families must be engaged in WtW activities within 30 days of case approval

Individuals with no children may receive Refugee Cash Assistance (RCA). Recipients of this program are required to participate in a refugee-funded employability service programs which provides job or language training in the area in which the refugee resides and which is available and appropriate for that refugee. Participation required is as follows:

- Individuals must be engaged in a WtW activity within 30 days of the application date of RCA.

The employability services programs may be the same types of programs as listed for the WtW participants without the minimum core/non-core hour requirements.

10. Definitions of Core and Non-Core Activities

Core activities are defined as follows:

- Unsubsidized employment (includes self-employment)
- Subsidized private or public sector employment
- Work experience
- On-the-Job Training
- Work Study
- Community Service Program
- Vocational Training (not to exceed 12 months)
- Job Search and Job Readiness (not to exceed 4 consecutive or 6 total weeks per year)
- May include mental health and substance abuse services
- Providing child care to a community service program participant

Non-Core activities may include the following:

- Education directly related to employment (for individuals with no high school diploma or equivalent)
- Satisfactory attendance in a secondary school or in a GED course
- English as a Second Language
- Job skills training directly related to employment
- Other activities necessary to assist an individual in obtaining unsubsidized employment

Further information regarding the participation requirement and core and non-core WTW activities for families should be issued by the state within the next two months. The participation requirements and the Core and Non-Core activities have not been finalized. These changes are occurring as a result of the passage of SB 1041 signed into law on June 27, 2012 and effective January 2013.

11. Desirable Criteria

Customers participating in the Work programs receive the greatest benefit from having the opportunity to engage in a range of services that best meet their individual and family needs. Characteristics such as, but not limited to those listed below, are desirable strategies. In addition to those listed, innovative strategies that predict desired outcomes are encouraged.

- Modular format that allows for multiple entry opportunities (open entry/open exit programs)
- Flexibility in service delivery with multiple: service times, days, languages, and locations
- Bridging Activities that are a short duration to minimize gaps between activities
- Job retention for customers who achieve employment
- Life skills (e.g., interpersonal communication, conflict resolution, time management, prioritization, ethics, goal setting, problem-solving, self esteem building, professional dress, social etiquette, learning styles, assertiveness, attendance, punctuality, teamwork, attitude, hygiene, understanding fear, working through changes, test anxiety, stress management, personal financial budgeting)
- Technical skills (e.g., forklift certification, general office, basic computer usage)
- Assessment for reading, writing, comprehension and mathematical proficiency (e.g., Work Keys, Tabe, Wrat, Casas)
- Collaboration with other agencies/organizations located within the geographical service area
- Utilize community members in designing services and provide community outreach.

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12. Identification of Target Population

Many refugees who apply for public assistance are new to the Country and are under-educated, speak little or no English, and are unaware of the requirements and expectations of employers in this country. The refugee population in Stanislaus County varies greatly in cultural backgrounds and languages spoken. The number of refugees coming to Stanislaus County also varies year to year. An estimate of the number of entrants to the County is 300 people.

As of July 1, 2011, Stanislaus County had a population of 514,453. This is a one (1) percent increase from the previous year. It is estimated that the county will grow to 700,000 by the year 2020, as per Census 2000 information.

There are an estimated 20,466 refugees in Stanislaus County. This means that the refugee population makes up approximately 3.87% of the total population in Stanislaus County. For the Federal Fiscal years 2006-2010 the language spoken by **refugee entrants** in Stanislaus County was:

Linguistic Composition of Refugee Entrants

(Estimates based on refugee arrivals between 2006 and 2010)

Language	Number	Percent
<i>Language</i>	<i>Number</i>	<i>Percent</i>
<i>Afghani</i>	7	.4 %
<i>Arabic</i>	121	7.6 %
<i>Armenian</i>	14	.9 %
<i>Assyrian</i>	1121	70.6 %
<i>Camboian</i>	17	1.1 %
<i>Egyptian</i>	1	.1 %
<i>English</i>	222	14 %
<i>Farsi</i>	28	1.8%
<i>Lao</i>	17	1.1%
<i>Other Non-English</i>	11	.6 %
<i>Russian</i>	24	1.5%
<i>Spanish</i>	1	.1 %
<i>Vietnamese</i>	3	.2%
Total	1587	100%

There is a need in Stanislaus County to offer services to all of our refugee population. However, we do note that in the last several years, most of our new refugees to Stanislaus County speak either Assyrian, Farsi or Arabic, with Arabic being the dominant language in the last year.

For the Federal Fiscal Year 2013-2014, we are anticipating 250 new entrants into Stanislaus County.

Stanislaus County receives refugees into the county through two Voluntary Resettlement Agencies (VOLAG):

- International Rescue Committee
- World Relief

13. Reporting Requirements

The overall fiscal and program monitoring of the Stanislaus County Refugee Social Services program (RSS) is the responsibility of the Community Services Agency (CSA). As service contracts are awarded, reports and contract monitoring are required to fulfill the federal and state requirements. Stanislaus County will require the Contractor(s) who are awarded this RFP to prepare billing invoices; complete statistical reports; complete progress and performance reports; complete an Annual Service Plan; and participate in site visits for the purposes of contract monitoring.

Statistical reports will be used to monitor the progress of customers who participate in the RSS program. The reports will be submitted to CSA and reviewed for completeness and accuracy in order to identify program trends. If questions arise, the contractor will be contacted and any issues discussed.

Documents may be submitted via e-mail (preferred method), mail, or fax and must be submitted by the due date.

The following are required reports:

RS 50 Report (Refugee Resettlement Program - Services Participation and Outcomes Report) – see Exhibit C of the Sample Contract:

Grantees will be required to complete the RS 50 Report (Refugee Resettlement Program - Services Participation and Outcomes Report) and submit to CSA each trimester by the 17 of each of each month following the trimester, within the reporting time frame, as noted below.

Reporting Time Frame	Date Due to CSA
First Trimester (October 1 – January 31)	February 17
Second Trimester (February 1 – May 31)	June 17
Third Trimester (June 1 – September 30)	October 17

The RS 50 (Refugee, Resettlement Program- Services Participation and Outcomes Report is divided into 4 parts:

- Part 1 – Employment Services
- Part 2 – Employability Services
- Part 3 – Trimester Performance Actuals

- Part 4 – Program Narrative

This RS 50 report is required by the federal Office of Refugee Resettlement (ORR) and collects information and performance outcomes on persons receiving ORR – funded employability services through the Refugee Social Services (RSS) grants.

14. Annual Outcome Goal Plan and Performance Narrative – see Exhibit D of the Sample Contract:

An annual Outcome Goal Plan and Performance Narrative will be required annually to report Performance Actuals and Goals for the upcoming year should the contract be renewed for additional years. Specific guidance on completing the Annual Goal Plan and Performance Narrative may be found on the California Department of Social Services Refugee Program Bureau website at: www.cdss.ca.gov/refugee_program.

15. Annual Service Plan – See Exhibit E of the Sample Contract:

An annual Service Plan is required on a yearly basis should the contract be renewed for additional years. The Services Plan includes required information on anticipated expenditures in various program elements and includes an Employment Retentions Worksheet.

16. Program Monitoring

For each program year, the county must conduct at least one comprehensive monitoring review of its refugee services providers. The review **must** be conducted **on-site** and must be completed no later than six months from the beginning of the program year. As part of the contract monitoring process, CSA is responsible for verifying:

- 90-day follow-up job placements, including that complete records concerning the participant job placements (i.e., employer's name; address; telephone number; date of placement, follow-up, and termination dates; starting salary or wage; and job title) are maintained;
- That RSS goals are attained;
- That the data reported is accurate; and
- That program deficiencies have been corrected.

Contractors will be required to cooperate with the County for the contract monitoring.

17. Corrective Action Plans

County program operations may be audited by state and or federal representatives. If program deficiencies are noted for the programs operated by the contractor, the contractor will be responsible for timely correction of the deficiency.

18. Federal/State Regulations

Listed below are relevant web links that may assist in operating the Refugee Program, including federal and state regulations, and a letter

- Code of Federal Regulations, Title 45, Public Welfare, Chapter IV, Part 400, **Refugee Resettlement Program**
http://www.access.gpo.gov/nara/cfr/waisidx_05/45cfr400_05.html

- CDSS Manual of Policies and Procedures, Specialized Programs, **Refugee Resettlement Program**, Division 69, Chapter 69-200.
<http://www.dss.cahwnet.gov/getinfo/pdf/SPMAN.pdf>
- Office of Refugee Resettlement State Letter Number 00-17
www.acf.dhhs.gov/programs/orr/policy/stltrs00.htm

1.6 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 will cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require a receipt confirmation. Proposers shall respond to the RFP and any exhibits, attachments, or amendments. A proposer's 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 Stanislaus County General Services Agency (GSA).

1.7 Nondiscrimination

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or 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. Additionally, no person shall be excluded from participation in, denied benefits of, or 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.

1.8 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 identified in Section 3.1 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

2.1 Schedule of Events

The following 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 Issues Request for Proposal (RFP)	January 15, 2013
2	Pre-Conference	January 29, 2013
3	Question Deadline	February 14, 2013
4	Assistance to Proposers with a Disability Deadline	February 14, 2013
5	Submission Deadline— 2:30 p.m.	February 28, 2013
6	Mail - Notice of Intent to Award {Tentative}	March 28, 2013
7	Appeals Deadline	April 4, 2013
8	Board of Supervisors Authorizes Contract	April 30, 2013
9	Proposer Transition	May 1, 2013 – June 30, 2013
10	Begin Contract Services	July 1, 2013

2.2 Pre-Conference Requirement

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

***If attendance is mandatory, Stanislaus County will accept proposals only from those who have attended the Pre-Conference. All other submittals shall be rejected.**

2.3 Pre-Conference

A Pre-Conference for all potential proposers is scheduled at the time and date set forth below and in the preceding Section 2.1, Schedule of Events.

PRE-CONFERENCE LOCATION	
Stanislaus County	Community Services Agency
Date: January 29, 2013	Time: 9:30 a.m.
Address: 251 E. Hackett Rd.	City: Modesto
Conference Room: Cafeteria Training Room	Phone: 209-525-6319

The purpose of the Pre-Conference is to discuss the work to be performed with the prospective proposers and allow for questions concerning the RFP. Proposers are strongly encouraged to (a) read through this RFP document in its entirety prior to the scheduled Pre-Conference and (b) bring the RFP document in printed format to the scheduled Pre-Conference. The Pre-Conference serves solely to clarify the contents of the RFP and 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.

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 Pre-Conference, the official response to all questions shall be published in writing by issuing an addendum. This is to ensure accurate, consistent responses to all proposers.

SECTION THREE—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
1010 10 th St., Ste. 5400	Modesto, CA 95354-0859
Attention: Stephanie Shafer	Phone: 209-525-6319
E-mail: ShaferS@StanCounty.com	Fax: 209-525-7787

All inquiries are to be submitted at least ten (10) working business days prior to the proposal closing date. Any responses 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. All items shall be completed 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 10th Street, Suite 5400
Modesto, CA 95354-0859

3.3 Proposals Received Late

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

3.4 Alternate Proposals

Alternate proposals will be considered unless otherwise stipulated.

3.5 Proposal Errors

Mistakes in a proposer's submittal must be corrected and the correction inserted; the person signing the proposal must initial the correction in ink. 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's 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 proposer's firm commitment to stand behind the RFP price. The proposer's 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 proposer's security is in the amount of ten percent (10%). See Page 34.

3.6.2 Performance Bonds

A performance bond may be required to secure fulfillment of all of the proposer's obligations under the contract. If required, the successful proposer shall file with the County a surety bond satisfactory to the County in the amounts noted prior to the execution of the contract or awarding of an RFP by the County. 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 34.

3.6.3 Payment Bonds

If required to assure the proposer's 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 34.

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. Please see the Local Vendor Preference Notice attached hereto in Section 8.

3.8 Award

Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the proposer whose proposal is determined in writing to be the best value to the County, taking into consideration price and adherence to the specifications set forth herein. 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.

3.9 Right of Rejection

The County reserves the right to reject all proposals, as it may deem proper in its absolute discretion.

3.10 Form Agreement/Exceptions and Alternatives

The Sample Agreement attached to this Request for Proposal ("RFP") contains terms and conditions that will become binding upon the successful proposer upon execution of the contract. This Sample Agreement is attached solely for the purpose of informing proposers of the fixed, predetermined, standard contract provisions with which the successful proposer will be required to comply.

If the proposer suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or requirement of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Any alternatives or stated exceptions proposed must satisfy all minimum qualifications specified in this RFP. The successful proposer will otherwise be expected to sign the agreement upon award of the contract. 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 thereon if determined to be in the best interest of the County.

3.11 Nondiscrimination

Stanislaus County does not unlawfully discriminate in violation of any federal, state or local law, rule or regulation because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, sex or sexual orientation.

3.12 Failure to Comply

The County cannot accept any proposal that does not comply with all of the above stated requirements.

3.13 Protest and Appeal Procedures

3.13.1 General

Potential 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 that are not submitted in accordance with these procedures will not be reviewed.

3.13.2 Definitions

For the purpose of this procedure:

1. "Board" means the Stanislaus County Board of Supervisors.
2. "Days" means working days of the County of Stanislaus.
3. "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
4. "Interested Party" means an actual or prospective proposer or vendor.

5. "Proposal" includes the term "offer" as used in the context of formal, informal, or negotiated procurements.
6. "Purchasing Agent" means the Stanislaus County Purchasing Agent.

3.13.3 Protest Procedure

1. Any Interested Party 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 or Notice of Non-Award.
2. The protest shall be delivered by a courier 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, RFP number, and RFP date.
 - c. Contain a concise statement of the grounds for protest; provided, however, RFP processes and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to such 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.
 - 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 written 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 written protest.
2. If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the federal agency by name and address. When applicable, 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 Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. Such appeal shall be delivered by a courier or sent by registered mail to the Board of Supervisors, with a copy to the Purchasing Agent. 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 subject to the federal appeal process set forth in paragraph 2 above, in which case the decision of the applicable federal agency shall be final.

3.14 Contract Debarment

1. The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.
2. When a procurement or contract involves the use of Federal Funding, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.
3. The Federal General Services Administration operates the web-based Excluded Parties List System (EPLS), which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).
4. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).
5. Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b).
6. Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).
7. After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

3.15 Federal E-Verify Contracting Regulations

1. As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.
2. The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.
3. Vendors awarded a federal contract that includes the E-Verify clause will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require vendor's Human Resource Department to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.

4. Failure to adhere to this new standard may jeopardize vendor's Federal contracting status. Further information and instructions are available at www.uscis.gov/e-verify.

SECTION FOUR—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.

Proposers shall be responsible for identifying information in their responses deemed to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information shall be held in confidence whenever possible. All other information shall be considered public after the award of the RFP.

4.3 Public Records Act

All proposals become public information no later than after the award of the RFP, 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

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. Any questions or concerns that arise shall be submitted in writing to the contact person identified in Section 3.1 prior to the question deadline.

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 also 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 Insurance Provisions

The "Insurance Provisions" contained in Section 6 of 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:

1. Policy limits of insurance as required in the Sample Agreement Page 45;
2. Deductibles shall be declared;
3. NAIC# for insurers shall be provided on the certificate;
4. 30 - day notice of cancellation;
5. Certificate Holder is "Stanislaus County;"
6. Endorsement naming "Stanislaus County" as additional insured (GL and Auto);
7. Waiver of subrogation (Worker's Compensation Page 45 of the Sample Agreement);
8. Carrier admitted/licensed to issue insurance in California; and
9. 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 on Page 32.

4.8 Sample Agreement

A Sample Agreement is attached solely for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply and, with the exception of the insurance requirements set forth therein and described in detail in section 4.7 above, do not constitute requirements of this RFP. These provisions are subject to revision by the County at any time prior to the signing of the agreement.

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

SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

5.1 Submittal Documents

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

1. Signed Proposal Cover Page;
2. Local Vendor Preference;
3. RFP package completed and signed;
4. W9 form Request for Taxpayer Identification Number and Certification;
5. Exceptions to the terms and conditions of this RFP;
6. Exception to the Sample Agreement;
7. Insurance Checklist;
8. Signed Non-Collusion Affidavit;
9. Bond Requirements (not required for this procurement);
10. Response Clarification Addendum; and
11. Budget Worksheet.

Proposals shall contain all of the elements set forth in Section 5.2 below and shall be submitted in sealed envelope(s) or package(s) that clearly identifying the project name, number and closing date.

5.2 Proposal Submittal

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

5.3 Proposal Elements

The "PROPOSAL" response shall be divided into three parts:

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

Below are the detailed elements of part of the proposal. The actual scope of work is detailed in Section 5, Item 1.5 Scope of Work, Pages 4-12. Proposers shall address these elements as indicated:

5.3.1 Part One—Financial Reports

Proposers are required to submit **only one copy** of Financial Reports **in original** response only which includes detailed information about the proposer's financial condition, which includes the following information:

1. Statement of Income and Retained Earnings, last five (5) years, prepared by an independent auditing firm.
2. Changes in financial position last five (5) years.
3. Balance sheet, last five (5) years prepared by an independent auditing firm.
4. Latest interim Balance Sheet and Income Sheet prepared by an independent auditing firm.

5. 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.
6. List of bonding and insurance companies, including addresses, telephone numbers, and contacts.
7. Identify what percent of proposer's annual revenue this contract shall represent.

Please note that Proposers may not submit income tax returns in lieu of the above requested items.

5.3.2 Part Two—Qualification 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."

Please submit proposer's qualification proposal, which includes a complete corporate profile of proposer outlining proposer's background, philosophy and experience and other pertinent information about proposer's ability to perform the work. This section shall include responses to the following:

1. Evidence of proposer's authority to conduct business within the state of California.
2. Number of years in business as a (Type of Proposer i.e. Rate Review) Consulting firm.
3. Brief history of the firm, including ownership structure, key principals and current organization structure.
4. 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.
5. 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 proposer's response to this Request for Proposal.
6. Submit a detailed description of expected sub-proposer(s) who might be involved including a general overview of the firm and brief resumes of key personnel.
7. Employee background check procedures; security procedures.
8. List of references of firms for whom services have been provided by proposer.. List names, addresses, telephone numbers and contact persons.
9. List of contracts that have not been renewed or terminated in the past five (5) years. List names, addresses, telephone numbers and contact persons.
10. Submit a sample of previous work showing a product representative of the proposer's expertise in the area of interest. Include detailed information about the size and scope of proposer's current contracts.
11. Provide a description of proposer'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.
12. Approach and Understanding of Requirements.

13. Submit a technical proposal describing the detailed scope of work including specifying tasks (and firms if preparation of the analysis involves other firms) that will be completed to accomplish the Scope of Work outlined in this RFP. This shall include:
 - a. A statement of approach to the project;
 - b. A detailed work plan;
 - c. A detailed timeline;
 - d. Specific staffing procedures;
 - e. A detailed resource plan; and
 - f. A discussion which includes the focus on issues concerning the Companies, the County, and cooperating jurisdictions.

5.3.3 Part Three - Budget Worksheets

1. Provide a line item budget (attached) and narrative for each of the three years and a line item budget for the three year total. A narrative is not required for the three year total budget. \$200,000.00 shall be available for the county fiscal year July 1, 2013 through June 30, 2013. Similar amounts are expected for county fiscal year July 1, 2013 through June 30, 2014
2. Subproposers referenced are organizations the FRC will be utilizing to provide services listed in Section 1, Item 1.5 Operational Expectations. Provide a general overview of the subproposer(s) and the job description(s)/resume of key personnel.
3. Subproposer costs may be listed under Other Allowable Costs.
4. Legal and accounting services prorated to this project may include fees related to tax reporting and project required audit fees for both the proposer and subproposers.
5. Equipment purchases will be negotiated on a case-by-case basis. Need, value, equipment life, and economy are examples of factors that will be considered prior to any approval to purchase equipment.
6. Indirect costs are allowable in this project. Community Services Agency (CSA) standard indirect cost rate is 10% of salaries and benefits following the California Department of Social Services (CDSS) Cost Allocation Plan. A rate higher than 10% must be approved by a Federal agency. If the requesting agency's indirect rate has been approved by a Federal agency, please provide copies of the request and approval of the rate.
7. The total cost in U.S. dollars to the County for the proposal being submitted.
8. Should the County and the successful proposer mutually agree to renew the Agreement, the pricing provided by the proposer in its RFP response for the subsequent years shall be utilized.
9. ALL cost incurred and billed to the County, including labor, materials, overhead and profit shall be included within the Proposers Budget Worksheet.

5.4 Budget Worksheets 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.

SECTION SIX—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. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County. The following describes the evaluation process and associated components.

6.2 Selection Process

The County shall name, for the purpose of evaluating the proposals received in response to this RFP, establish an Evaluation Committee (EC) composed of representatives from the County. The County may elect to include as part of the 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 EC. Proposers shall be prepared to respond to requests by the EC for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at its 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 EC 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 and Budget Worksheets, Interviews and Reference Checks

6.3.1 Phase I Pass/Fail

Phase I is a pass/fail evaluation for submission completeness and financial review. Purchasing will conduct a pass/fail analysis of (a) each submitted Proposal for completeness and (b) the financial stability of each proposer.

6.3.2 Phase II Proposal and Budget Worksheet Evaluations

In Phase II, the EC will review and evaluate the proposals and the qualifications of the proposers, and each proposer will be given a score. During this phase reference checks will be performed, and proposers may be interviewed. Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work contemplated herein 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.

6.3.3 Phase III Budget Worksheet Evaluations

The EC shall review the RFP Budget Worksheets and select/recommend the proposal which is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

The EC shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed budget. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature. In such cases a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each member of the EC 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 points possible for each category is listed below:

EVALUATION CATEGORIES—THREE PHASES	MAXIMUM POINTS
Phase I – Review and Evaluate Financials	Pass/Fail
Notify Vendors Proceeding onto Phase II	
PHASE II	MAXIMUM POINTS
Phase II – Proposer’s Response	15
Phase II – Qualifications <ul style="list-style-type: none"> a. Administrative expertise and capability. b. Past experience with performance based outcomes contracts. c. Ability to meet associated fiscal requirements. d. Past successes with refugee services or services comparable to services outlined in Scope of Work. 	20
Phase II – Understanding of the Project <ul style="list-style-type: none"> a. Program activities and outcome components defined and linked to the RFP priorities. b. Clearly addressed through a community planning process, 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 sustainable in future years. g. Stated activities directly result in achievement of outcomes. h. Measurement tools accurately measure actual outcomes. i. Ongoing assessment process that evaluates outcomes to actual outcomes. j. Program goal/outcome(s) are Specific, Measurable, Achievable, Relevant, and Timely, maintained in future years. 	45
PHASE III	MAXIMUM POINTS
Phase II – Budget Worksheets <ul style="list-style-type: none"> a. Budgeted items will be used to achieve outcomes. b. Cost of the program relates to the expected outcomes. 	20
TOTAL POSSIBLE POINTS:	100

6.4 Award

Award will be made to the proposer whose proposal best meets the criteria set forth herein and provides the best value to the County, with price and all other factors considered.

SECTION SEVEN—STANDARD CONTRACT INFORMATION

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 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 set forth in the final contract. No payment shall be made until the contract is fully executed and 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 regardless of whether work was done in good faith and upon verbal direction to proceed with the delivery of services, if such direction occurs before (a) the contract start date specified by the contract or (b) 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 successful 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 successful proposer's place of business that are related to the performance of the contract. If the County requires such an inspection, the successful proposer shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, the County may request the successful proposer to perform additional work for which the successful proposer would be compensated. Such work shall be within the general scope of this RFP. In such instances, the County shall provide a written description of the additional work, and the successful 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 successful proposer's response to this RFP. If the County and the successful 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 successful 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 successful proposer shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

**Stanislaus County
Request for Proposal**

Attachments:

Sample Agreement

Non-Collusion Affidavit to be Executed by Proposer and Submitted

Non-Collusion Affidavit Signature Page

Insurance Checklist

Bond Requirements

Proposal Cover Page

Local Vendor Preference Notice

Response Clarification Addendum

Proposal Checklist

Budget Worksheets

Sample Agreement



**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"/>		
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 result in 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"/>

Resource Help:

LESLI surplus line carrier is okay if no California carrier writes the insurance. If carrier is reinsured, must be approved 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 checked="" type="checkbox"/> No	Amount 10% of the Project Price
Performance Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100%
Payment Bond required	<input type="checkbox"/> Yes	<input checked="" 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:	



LOCAL VENDOR PREFERENCE NOTICE

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL VENDOR PREFERENCE

Stanislaus County (County) has established a local vendor preference (see Stanislaus County Code § 2.24.125) which defines a local vendor as any business that:

1. Has a fixed office or distribution point located within the county of Stanislaus for at least one year prior to the transaction for which preference is claimed (post office boxes do not qualify as a verifiable business address; and.
2. Holds a valid business license issued by the County or a city within the County; and
3. Employs at least one full-time employee whose primary residence is located in Stanislaus County; or if the vendor has no employees, at least fifty percent (50%) of vendor's business shall be owned by one or more persons whose primary residence is located in Stanislaus County.

Individual County Buyers evaluate bids, quotes and proposals considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (209) 525-6319. Each vendor is encouraged to quote the lowest price at which items or services listed in County proposals can be furnished.

	Yes	No
1. Do you claim local vendor preference? If so, please complete		
2. Do you conduct business in an office with a physical location within Stanislaus County?		
(a) If yes, provide business address: _____ _____		
(b) Date on which business was established at this address: _____		
3. Does your business hold a valid business license issued by Stanislaus County or a city within Stanislaus County?		
(a) If yes, provide license number (_____) and name of local agency which issued license (_____)		
4. Do you have either:		
(a) At least one full-time employee whose primary residence is located in Stanislaus County		
(b) If you have no employees, is at least fifty percent (50%) of your business owned by one or more persons whose primary residence is located in Stanislaus County?		

Proposer's Name (printed):	
Proposer's Signature:	
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	Local Vendor Preference Notice	<input type="checkbox"/>	<input type="checkbox"/>
3	RFP package completed and signed. Submit an original and eight additional signed copies.	<input type="checkbox"/>	<input type="checkbox"/>
4	W9 form Request for Taxpayer Identification Number and Certification.	<input type="checkbox"/>	<input type="checkbox"/>
5	Exceptions to the terms and conditions of this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
6	Exception to the Sample Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
7	Insurance Checklist.	<input type="checkbox"/>	<input type="checkbox"/>
8	Sealed envelope marked with Proposal Number	<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.

VENDOR NAME
PROPOSAL BUDGET
REFUGEE SOCIAL SERVICES (RSS)
JULY 1, 2013 THROUGH JUNE 30, 2014

	Agreement Funds	Other Sources	TOTAL
1 SALARIES			
(include FTE)			
Admin Staff			\$ -
			\$ -
			\$ -
Clerical			\$ -
			\$ -
Program Staff			\$ -
			\$ -
			\$ -
			\$ -
a) Salary Total	\$ -	\$ -	\$ -
b) Fringe Benefits			\$ -
TOTAL PERSONNEL	\$ -	\$ -	\$ -
2 OPERATING			\$ -
Office Expense			\$ -
Legal & Accounting			\$ -
Building Expense			\$ -
Rent			\$ -
Utilities			\$ -
Janitorial & Maintenance			\$ -
Telephone			\$ -
			\$ -
Equipment Expense			\$ -
Equipment Lease			\$ -
Taxes			\$ -
Insurance			\$ -
Training Costs			\$ -
Travel			\$ -
Other Allowable Costs (including sub-proposer costs)			\$ -
TOTAL OPERATING	\$ -	\$ -	\$ -
3 OTHER (Other Direct Program Costs)			
4 INDIRECT			
10% of Salary & Benefits	\$ -		\$ -
GRAND TOTAL	\$ -	\$ -	\$ -
			\$ -

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**VENDOR NAME
PROPOSAL BUDGET
REFUGEE SOCIAL SERVICES (RSS)
JULY 1, 2014 THROUGH JUNE 30, 2015**

	Agreement Funds	Other Sources	TOTAL
1 SALARIES (include FTE)			
Admin Staff			\$ -
			\$ -
			\$ -
Clerical			\$ -
			\$ -
			\$ -
Program Staff			\$ -
			\$ -
			\$ -
			\$ -
a) Salary Total	\$ -	\$ -	\$ -
b) Fringe Benefits			\$ -
TOTAL PERSONNEL	\$ -	\$ -	\$ -
2 OPERATING			\$ -
Office Expense			\$ -
Legal & Accounting			\$ -
Building Expense			\$ -
Rent			\$ -
Utilities			\$ -
Janitorial & Maintenance			\$ -
Telephone			\$ -
			\$ -
Equipment Expense			\$ -
Equipment Lease			\$ -
Taxes			\$ -
Insurance			\$ -
Training Costs			\$ -
Travel			\$ -
Other Allowable Costs (including sub-proposer costs)			\$ -
TOTAL OPERATING	\$ -	\$ -	\$ -
3 OTHER (Other Direct Program Costs)			
4 INDIRECT			
10% of Salary & Benefits	\$ -		\$ -
GRAND TOTAL	\$ -	\$ -	\$ -
			\$ -

RFP 12-66-SS
TEAM 29646

**VENDOR NAME
PROPOSAL BUDGET
REFUGEE SOCIAL SERVICES (RSS)
JULY 1, 2015 THROUGH JUNE 30, 2016**

	Agreement Funds	Other Sources	TOTAL
1 SALARIES			
(include FTE)			
Admin Staff			\$ -
			\$ -
			\$ -
Clerical			\$ -
			\$ -
Program Staff			\$ -
			\$ -
			\$ -
			\$ -
a) Salary Total	\$ -	\$ -	\$ -
b) Fringe Benefits			\$ -
TOTAL PERSONNEL	\$ -	\$ -	\$ -
2 OPERATING			\$ -
Office Expense			\$ -
Legal & Accounting			\$ -
Building Expense			\$ -
Rent			\$ -
Utilities			\$ -
Janitorial & Maintenance			\$ -
Telephone			\$ -
Equipment Expense			\$ -
Equipment Lease			\$ -
Taxes			\$ -
Insurance			\$ -
Training Costs			\$ -
Travel			\$ -
Other Allowable Costs (including sub-proposer costs)			\$ -
TOTAL OPERATING	\$ -	\$ -	\$ -
3 OTHER (Other Direct Program Costs)			
4 INDIRECT			
10% of Salary & Benefits	\$ -		\$ -
GRAND TOTAL	\$ -	\$ -	\$ -
			\$ -

RFP 12-66-SS
TEAM 29646

**VENDOR NAME
PROPOSAL BUDGET
REFUGEE SOCIAL SERVICES (RSS)
JULY 1, 2013 THROUGH JUNE 30, 2016**

	Agreement Funds	Other Sources	TOTAL
1 SALARIES (include FTE)			
Admin Staff	\$ -		\$ -
			\$ -
Clerical	\$ -		\$ -
			\$ -
Program Staff	\$ -		\$ -
			\$ -
			\$ -
a) Salary Total	\$ -	\$ -	\$ -
b) Fringe Benefits			\$ -
TOTAL PERSONNEL	\$ -	\$ -	\$ -
2 OPERATING			\$ -
Office Expense			\$ -
Legal & Accounting	\$ -	\$ -	\$ -
Building Expense			\$ -
Rent			\$ -
Utilities			\$ -
Janitorial & Maintenance			\$ -
Telephone			\$ -
Equipment Expense			\$ -
Equipment Lease			\$ -
Taxes			\$ -
Insurance			\$ -
Training Costs			\$ -
Travel			\$ -
Other Allowable Costs			\$ -
TOTAL OPERATING	\$ -	\$ -	\$ -
3 OTHER (Other Direct Program Costs)			
4 INDIRECT			
10% of Salary & Benefits	\$ -		\$ -
GRAND TOTAL	\$ -	\$ -	\$ -

RFP 12-66-SS
TEAM 29646

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
REFUGEE SOCIAL SERVICES EMPLOYMENT SERVICES
JULY 1, 2013 THROUGH JUNE 30, 2014**

SAMPLE

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and CONTRACTOR NAME ("Contractor"), a **type of entity, i.e. sole proprietor** on July 1, 2013.

RECITALS

WHEREAS, the County has a need for refugee social services employment services; and

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

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 Contractor 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, attached hereto and, by this reference, made a part hereof.
 - 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; 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 Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
 - 1.3 Services and work provided by the Contractor at the County's request under this Agreement shall be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.
2. CONSIDERATION
 - 2.1 County shall pay Contractor as set forth in EXHIBIT A.
 - 2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor 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. Specifically, Contractor 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 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.
- 2.5 Payment of all services provided in accordance with the provisions of this Agreement is contingent upon the availability of County, state and federal funds.

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 Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor 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 to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Contractor 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 shall 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, Contractor 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.

SAMPLE

- 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 Contractor'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 substantially meet other financial obligations; or,
 - G. Upon service or a writ of attachment by creditors of Contractor.
- 3.8 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Contractor that the performance of these services and work shall require the Contractor 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 Contractor; 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 Contractor to provide the services and work described in EXHIBIT A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor 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 shall be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

SAMPLE

7. INSURANCE

- 7.1 Contractor 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 Insurance: 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 limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- 7.1.2 Automobile Liability Insurance: If the Contractor or the Contractor'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.
- 7.1.3 Workers' Compensation Insurance: Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Contractor certifies under section 1861 of the Labor Code that the Contractor 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 Contractor shall comply with such provisions before commencing the performance of the work of this Agreement.
- 7.2 Any deductibles, self-insured retentions or named insured 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 insured, or (b) the Contractor 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 Contractor agrees that it shall be responsible for and pay any self-insured retention or deductible and shall pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insured 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 Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and 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 Contractor.

- 7.4 The Contractor'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 Contractor's insurance and shall not contribute with Contractor'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, employees or volunteers.
- 7.6 The Contractor'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 Contractor 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 acceptable to the County; 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. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.
- 7.9 Contractor 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 insured under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor 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 Contractor. 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 Contractor and Contractor'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, Contractor 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. Contractor 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.

SAMPLE

8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Contractor shall 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 Contractor or Contractor'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, Contractor'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 Contractor in contributing to such claim, damage, loss and expense.
- 8.2 Contractor'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 Contractor 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 Contractor 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.
- 8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- 8.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;
- 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and
- 8.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

9. STATUS OF CONTRACTOR

- 9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, 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, Contractor 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 Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

SAMPLE

- 9.2 At all times during the term of this Agreement, the Contractor 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 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor 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 Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period services are provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 9.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. 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 Contractor.
- 9.5 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and 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.
- 9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 9.7 As an independent contractor, Contractor 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 Contractor 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.

SAMPLE

- 10.3 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. 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 Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 10.5 Contractor agrees that its financial 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 means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Further, 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 Contractor is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two (2) 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 Contractor 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.

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

10.11 Contractor 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 Contractor's fiscal year.

11. CONFIDENTIALITY

Contractor 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 shall 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 shall 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 Contractor 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.

11.4 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NON-DISCRIMINATION

12.1 During the performance of this Agreement, Contractor 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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Contractor 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 non-discrimination 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.

12.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

13. ASSIGNMENT

13.1 This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor 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 Contractor 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
 PO Box 42
 Modesto, CA 95353

To Contractor: **Community Based Organization**
 Attention: John Doe, Executive Director
 1234 Main Street, Suite 150
 Anytown, CA 12345

16. CONFLICTS

Contractor 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.

SAMPLE

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

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

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 Contractor's failure to perform as required by this Agreement, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Contractor'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

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor shall 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 Contractor shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Contractor 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 Contractor 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 Contractor.
- 26.2 Contractor 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 Contractor 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. Contractor 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 shall 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 Contractor recognize that Federal assistance funds shall be used under the terms of this Agreement. For purposes of this paragraph, Contractor shall be referred to as the "prospective recipient".
- 28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were 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 agency.
 - 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 shall 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 reliance was placed by County when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, 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, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor 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 Contractor shall adhere to these policies and procedures.

30. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

////////////////////////////////////
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SAMPLE

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

SAMPLE

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

COUNTY OF STANISLAUS

CONTRACTOR NAME

By: _____
Keith D. Boggs

By: _____

Title: Assistant Executive Officer,
GSA Director/Purchasing Agent

Title: _____

Dated: _____

Dated: _____

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

**APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES
AGENCY**

By: _____

By: _____

Title: Deputy County Counsel

Title: _____

Dated: _____

Dated: _____

COUNTY OF STANISLAUS

Approved per BOS Item #: _____

Dated: _____

CONTRACTOR NAME
AGREEMENT TO PROVIDE
REFUGEE SOCIAL SERVICES EMPLOYMENT SERVICES
JULY 1, 2013 THROUGH JUNE 30, 2014

I. SCOPE OF WORK:

Contractor shall provide **NAME OF PROGRAM SERVICES**.

ADD SCOPE OF WORK: SERVICES INCLUDE (IF NEEDED) OR PROVIDED IN REQUEST FOR CONTRACT

II. COMPENSATION:

Contractor 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, 2013, through June 30, 2014, shall not exceed \$XXX,XXX.
 2. This is a cost reimbursement Agreement. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated.
 3. Contractor 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.** Contractor shall make no charge to the recipient and shall collect no share of cost.
- C.** This Agreement shall be effective July 1, 2013, through June 30, 2014.
- D.** Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- 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 Contractor 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.** County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

SAMPLE

G. Billings:

1. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2013 through April 2014 services. Billings for service months of May and June 2014 are as follows:**

**May 2014 is due June X, 2014
June 2014 is due June XX, 2014**

Billing requirements are subject to change and the Contractor shall be notified in writing.

2. Billings shall be submitted to:

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

3. 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 Contractor operational costs billed to this Agreement. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).

H. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the 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 shall not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. Payment for travel must be in accordance with County Travel Policy located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>.
4. County retains the right to withhold payment on disputed claims.

OPTIONAL

5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative report.

EXHIBIT B
SAMPLE

CONTRACTOR NAME
AGREEMENT TO PROVIDE
REFUGEE SOCIAL SERVICES EMPLOYMENT SERVICES
JULY 1, 2013 THROUGH JUNE 30, 2014
AGREEMENT BUDGET

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$XX,XXX
Fringe Benefits (Invoice actual employer paid only)	X,XXX
Total Personal	\$XX,XXX
Operating Expenses	\$XX,XXX
Indirect (10% of Salaries & Benefits)	\$X,XXX
TOTAL COSTS	<u>\$XXX,XXX</u>

**REFUGEE RESETTLEMENT PROGRAM
SERVICES PARTICIPATION AND OUTCOMES REPORT (RS 50)**

Part 1: Employment Services, 45 CFR 400.154 (a)

Submit completed report to RBPReports@dis.ca.gov and your county analyst.

Reporting Period:		Fiscal Year:	
County: STANISLAUS		Date:	
Grant #:	For RPB use only	Grant Name:	RSS
Name:	Phone number:		

A. RCA Employment Data: Number of refugees between 18 and 60 who are not exempt under §400.76 and who reached the eight month time limit for RCA this trimester		1. Total Number	2. Grant Terminations due to income from employment prior to the eight month limit		

B. Entered Employment and Cash Assistance Status		Time in U.S.	2. FT	3. PT	4. Grant Terminations	5. Grant Reductions
Participants by type	1. Total Number					
a. RCA	1	0 - 4 months				
	2	5 - 8 months				
b. TANF	1	0 - 12 months				
	2	> 12 months				
c. Other CA	1	0 - 12 months				
	2	> 12 months				
d. No CA	1	0 - 12 months				
	2	> 12 months				
e. Total Caseload for ES	0	TOTAL	0	0	0	0

C. Average Hourly Wage at Employment Entry		
D. Health Benefits Available		
E. Employed 90 Days Later	0	0
a) RCA at entered employment		
b) TANF at entered employment		
c) Other CA at entered employment		
d) No CA at entered employment		

Part 2: Employability Services, 45 CFR 400.154 (b) - (k)

Reporting Period:				Fiscal Year:			
County:				Date:			
Active participants this period	Total	AGE		SERVICES			
1. English Language Training	0	18-50	51-60	Beginner	Intermediate	Other	
0 - 12 mos in U.S.							
> 12 mos in U.S.							
2. On the Job Training	0	18-50	51-60	1-30 days training	31-90 days training	91 or more days training	
0 - 12 mos in U.S.							
> 12 mos in U.S.							
Completions (unduplicated)							
3. Skills Training	0	18-50	51-60	1-30 days training	31-90 days training	91 or more days training	
0 - 12 mos in U.S.							
> 12 mos in U.S.							
Completions (unduplicated)							
4. Case Management	0	18-50	51-60	New case	Ongoing case	Referred for services	
0 - 12 mos in U.S.							
> 12 mos in U.S.							
5. Other Employability Services	0	Employability assessment	Child Care	Transportation	Interpreting & translation	EAD assistance	
0 - 12 mos in U.S.							
> 12 mos in U.S.							

Part 3: Trimester Performance Actuals
FFY 2011-12

	Trimester 1	Trimesters 1 + 2	All Trimesters
1. Caseload			
TANF Recipients			
RCA Recipients			
No Federal Cash Assistance			
Total	0	0	0
2. Entered Employment			
Full Time	0	0	0
Part Time	0	0	0
Total	0	0	0
2a. TANF Recipients Entered Employment			
Full Time			
Part Time			
Total	0	0	0
2b. RCA Recipients Entered Employment			
Full Time			
Part Time			
Total	0	0	0
2c. No Federal Cash Assistance Entered Employment			
Full Time			
Part Time			
Total	0	0	0
3. Federal Cash Assistance Terminations [due to employment]			
TANF Recipients			
RCA Recipients			
Total	0	0	0
4. Federal Cash Assistance Reductions [due to employment]			
TANF Recipients			
RCA Recipients			
Total	0	0	0
5. Entered Full Time Employment Offering Health Benefits			
TANF Recipients			
RCA Recipients			
No Federal Cash Assistance			
Total	0	0	0
6. Average Hourly Wage of Refugees Entering Full Time Employment			
7. 90-Day Retention Rate			
90-Day Retentions	#DIV/0!	#DIV/0!	#DIV/0!
Full Time			
Part Time			
Total	0	0	0
Entered Employments			
Full Time			
Part Time			
Total	0	0	0

California Department of Social Services

**REFUGEE RESETTLEMENT PROGRAM
SERVICES PARTICIPATION AND OUTCOMES REPORT (RS 50)
PART 4: PROGRAM NARRATIVE**

1. Report on major activities undertaken during the reporting period, specifically activities intended to accomplish the annual outcome goals and objectives that the State has proposed as well as any interim objectives achieved within the reporting period.		
Activity	Accomplishment	Challenge
2. New program initiatives:		
3. Discuss any significant changes in refugee employment or other service outcomes, in regards to the numbers of refugees accessing RCA/RMA.		
4. Please provide an explanation for any noticeable decreases or increases in any of the performance measures since the previous RS 50.		

**ANNUAL OUTCOME GOAL PLAN
2012
PERFORMANCE GOALS AND ACTUALS**

State or County: Stanislaus County, CA

	FY 2012 GOAL	FY 2012 ACTUAL	FY 2013 GOAL
1. Caseload			
TANF Recipients	0	0	0
RCA Recipients	0	0	0
No Federal Cash Assistance	0	0	0
Total	0	0	0
2. Entered Employment			
Full Time	0	0	0
Part Time	0	0	0
Total	80	0	0
2a. TANF Recipients Entered Employment			
Full Time	0	0	0
Part Time	0	0	0
Total	35	0	0
2b. RCA Recipients Entered Employment			
Full Time	0	0	0
Part Time	0	0	0
Total	0	0	0
2c. No Federal Cash Assistance Entered Employment			
Full Time	0	0	0
Part Time	0	0	0
Total	0	0	0
Cash Assistance Recipients Placed In Employment			
	0	0	0
3. Federal Cash Assistance Terminations			
TANF Recipients	0	0	0
RCA Recipients	0	0	0
Total	0	0	0
4. Federal Cash Assistance Reductions			
TANF Recipients	0	0	0
RCA Recipients	0	0	0
Total	0	0	0
5. Entered Full Time Employment Offering Health Benefits			
TANF Recipients	0	0	0
RCA Recipients	0	0	0
No Federal Cash Assistance	0	0	0
Total	0	0	0

**ANNUAL OUTCOME GOAL PLAN
FY 2012
PERFORMANCE GOALS AND ACTUALS**

State or County: Stanislaus County, CA

	FY 2012 Goal	FY 2012 Actual	FY 2013 Goal
6. Average Hourly Wage of Refugees Entering Full Time Employment	\$ -	\$ -	\$ -

7. 90-Day Retention Rate	Percentage	0%	0%	0%
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7a. 90-Day Retention Rate Calculator

	Unduplicated # of Retentions	Unduplicated # of Entered Employments
Total	0	0

The previous actual Retention Rate is calculated by dividing the total unduplicated number of retentions by the total unduplicated number of entered employments from July of the previous CY through June of the current CY.

8. Office of Refugee Resettlement Funding

	FY 2012 Actual	FY 2013 Proposed
Social Services Formula Funding	\$ -	\$ -
Targeted Assistance Formula Funding	\$ -	\$ -
Discretionary Grant Funding	\$ -	\$ -
Total Liquidated Funding	\$ -	\$ -
Cost per Entered Employment	\$ -	\$ -

Agency Point of Contact

Please provide the name, title and contact information for the agency staff person best equipped to respond to questions regarding your Annual Outcome Goal Plan submission.

First and Last Name	Title
0	0
Telephone Number	Email
0	0

Deadline for submission

The completed FY 2011 Annual Outcome Goal Plan: Performance Goals and Actuals and Performance Narrative should be submitted via email to GPRA@ACF.hhs.gov by November 15, 2010.

For Office of Refugee Resettlement use only:		<i>Date submitted:</i>	
<i>Submission type:</i>	<input type="checkbox"/> Initial <input type="checkbox"/> Revision	<i>Status:</i>	<input type="checkbox"/> Approved <input type="checkbox"/> In process - clarification needed

Revised FY 2010

ANNUAL OUTCOME GOAL PLAN

PERFORMANCE NARRATIVE

State or County: STANISLAUS

1. Did the FY [previous year] Actual Caseload meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

2. Did the total FY [previous year] Actual percentage for Entered Employment meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

3. Did the total FY [previous year] Actual percentage for Federal Cash Assistance Terminations meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

4. Did the total FY [previous year] Actual percentage for Federal Cash Assistance Reductions meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

Revised FY 2010

5. Did the total FY [previous year] Actual percentage for Entered Full Time Employment Offering Health Benefits meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

6. Did the FY [previous year] Actual Average Hourly Wage for Refugees Entering Full Time Employment meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

7. Did the FY [previous year] Actual 90-Day Retention Rate meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

8. What further information do you feel is helpful in explaining overall program performance?

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

9. What information do you feel could be helpful in explaining FY [current year] goals?

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

10. How can the Annual Outcome Goal Plan forms or process be improved to better serve your program in effectively and efficiently reporting performance outcomes?

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

Date: _____		Annual Service Plan			Original <input type="checkbox"/>	Revision <input type="checkbox"/>
Time Period Covered by Plan County: STANISLAUS		From: _____	To: _____			
Description of Contracted or State-provided Services		Contracted Amount by Funding Source	Total Number	Program Participants		Type of Agency* and Percent of Funds
				0 - 12 Months	13 - 60 Months	
Employment	SS					
	TAP					
	Other					
ELT	SS					
	TAP					
	Other					
OJT	SS					
	TAP					
	Other					
Skills Training	SS					
	TAP					
	Other					
Case Management	SS					
	TAP					
	Other					
Other (Employment)	SS					
	TAP					
	Other					
Subtotal						*(Example)
Non-Employment	SS					B. 40%, C. 20%, E. 20%, F. 20%
	TAP					
	Other					
County Admin (15% Admin Max)	SS					
	TAP					
	Other					
Grand Total	SS					
	TAP					
	Other					
		<p>*Type of Agency: A. State/ County E. Adult Basic Education B. Mutual Assistance Association F. Other Non-Profit Organization C. Voluntary Agency G. _____ D. Community College</p> <p>(The total percentage for each individual service (i.e., Employment, ELT, etc.) under Type of Agency and Percent of Funds must equal 100% - see example.)</p>				