

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

DEPT: Community Services Agency

BOARD AGENDA # *B-3

Urgent Routine

AGENDA DATE January 29, 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 Child Abuse/Neglect Prevention, Early Intervention and Support Services to Children by Family Resource Centers in Stanislaus County

STAFF RECOMMENDATIONS:

Authorize the General Services Agency (GSA) Purchasing Division to issue a Request for Proposals (RFP) on behalf of the Community Services Agency in collaboration with the Children and Families Commission for the provision of Child Abuse/Neglect Prevention, Early Intervention and Support Services to Children by Family Resource Centers for the contract period of July 1, 2013 through June 30, 2016.

FISCAL IMPACT:

It is estimated the total cost of the contracts that may be awarded as a result of this RFP will be approximately \$6,178,071 over the three-year period or up to \$2,059,357 annually. Funding for these contracts will be provided through Federal Promoting Safe and Stable Families (PSSF) funding and State Child Abuse Prevention Intervention and Treatment (CAPIT) funding in the amount of approximately \$500,000 per year or up to \$1,500,000 for the three year period.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2013-38

On motion of Supervisor Withrow, Seconded by Supervisor Monteith

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) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT: Continued:

The Children and Families Commission will contribute approximately \$1,559,357 per year for a total of up to \$4,678,071 for the three-year period.

Appropriations and estimated revenues to support these agreements will be included in the Community Services Agency's (CSA) Fiscal Year 2013-2014 Proposed Budget. The ongoing appropriations and revenues for the awarded contracts will be included in CSA's budget submission for the succeeding fiscal years. There is no additional cost to the General Fund associated with these agreements.

DISCUSSION:

Community Services Agency has collaborated with the Children and Families Commission since 2005 to provide child abuse/neglect prevention, early intervention and support services through Family Resources Centers (FRCs) throughout the community. Stanislaus County currently contracts for nine (9) FRCs.

The Children's and Families Commission and the Community Services Agency have agreed to continue to support FRCs in Stanislaus County through the issuance of a Request for Proposal (RFP) for the provision of services to children by the Family Resource Centers for the contract period of July 1, 2013 through June 30, 2016.

The FRCs in Stanislaus County provide family support and strengthening services at the community or neighborhood level. The FRCs will promote child abuse/neglect prevention and early intervention programs through the Differential Response (DR) approach. The DR approach will provide for a flexible, customized response alternative to reports of child abuse and neglect. DR is an alternative intake, assessment and service delivery structure that allows a child welfare agency to respond in a more flexible manner (with three response paths) to referrals of child abuse or neglect. The path of response is based on the assessed safety and risk reported, as well as the needs, resources and circumstances of the family.

The Children and Families Commission and the Community Services Agency envision that the FRC'S will:

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

Approval to Issue a Request for Proposal (RFP) for the Provision of Child Abuse/Neglect Prevention, Early Intervention and Support Services to Children by Family Resource Centers in Stanislaus County

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

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

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

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

POLICY ISSUE:

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

STAFFING IMPACT:

Community Services Agency and Children and Families Commission staff are available to support the Request for Proposal process and the agreements for services through the Family Resource Center Services in the community.



Stanislaus County Request for Proposal

RFP 12-68-SS

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

**Mandatory Pre-Conference Date
February 13, 2013 at 2:00 p.m.**

**Closing Date and Time Due
March 18, 2013 by 2:30 p.m.**

Proposers are required to submit an original and seven 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 is seeking proposals from qualified and experienced organizations for the provision of **Family Resource Center/Differential Response (DR) Services for Seven Geographical Areas of Stanislaus County**.

The selected proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. 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.

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

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.

Background

The Children and Families Commission's Mission is: The Stanislaus County Children and Families Commission (the Commission) promotes the development and well-being of children 0-5.

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

The Community Services Agency's Mission is: CSA serves our community by protecting children and adults and assisting families towards independence and self-sufficiency.

The Community Services Agency's Child Welfare Services Vision is: Every child lives in a safe, stable, permanent home nurtured by healthy families and strong communities.

The Commission and CSA are supporting Family Resource Centers (FRCs) in Stanislaus County to provide family support and strengthening services at the community or neighborhood level. Differential response services will be provided to families with children 0-17. FRC services will be provided to children 0 through age 5 and their families, and pregnant women. The Commission and CSA envision that the FRCs will:

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

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

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

1.2 Scope of 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 Contract. 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 June 30, 2016**. 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 (1) 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

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

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

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

Area	Zip Codes	Annual Maximum Proposal Amount
A	95380, 95382	\$ 269,945.
B	95313, 95360, 95363, 95385*, 95387	\$ 229,181.
C	95307, 95328	\$ 243,855.
D	95351, 95354, 95358	\$ 524,706.
E	95350, 95355, 95356, 95357, 95368	\$ 427,485.
F	95316, 95319, 95323, 95326, 95329, 95357, 95386	\$ 156,205.
G	95230*, 95361, 95367	\$ 207,980.
TOTAL		\$2,059,357.

*Includes only those persons residing in Stanislaus County.

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

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

1.5 Operational Expectations

To assist proposers with understanding the underlying philosophy of services to be provided, the following characteristic & requirements service delivery are provided:

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

Area	Zip Codes	Annual Maximum Proposal Amount
A	95380, 95382	\$ 269,945.
B	95313, 95360, 95363, 95385*, 95387	\$ 229,181.
C	95307, 95328	\$ 243,855.
D	95351, 95354, 95358	\$ 524,706.
E	95350, 95355, 95356, 95357, 95368	\$ 427,485.
F	95316, 95319, 95323, 95326, 95329, 95357, 95386	\$ 156,205.
G	95230*, 95361, 95367	\$ 207,980.
TOTAL		\$2,059,357.

*Includes only those persons residing in Stanislaus County.

2. A wide variety of family support and family assistance services are contemplated under this proposal.

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

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

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

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

- d. Collaborate with other agencies/organizations, parents, and schools located within the geographical service area.
 - e. Collaborate, at a minimum, with Community Based Organizations and Family Resource Centers that currently provide family support; parent education; child abuse prevention, intervention, and treatment services under a contract with CSA or the Commission in the geographic area of the proposal. This can include a subcontract arrangement or a Memo of Understanding with a Community Based Organization as a part of this proposal.
3. Funding provided in this RFP can only be used for:
- Family resource / family support services for children 0-5 years of age and their families
 - Differential response services for children 0-17 years of age

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

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

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

**Note: The use of the Ages Stages Questionnaire, the Burns Depression Screening, and the Family Development Matrix (FDM) are required under this RFP. Further information about The Family Development Matrix (FDM) may be reviewed at: <http://matrixoutcomesmodel.com/famdevmatrix.php>

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

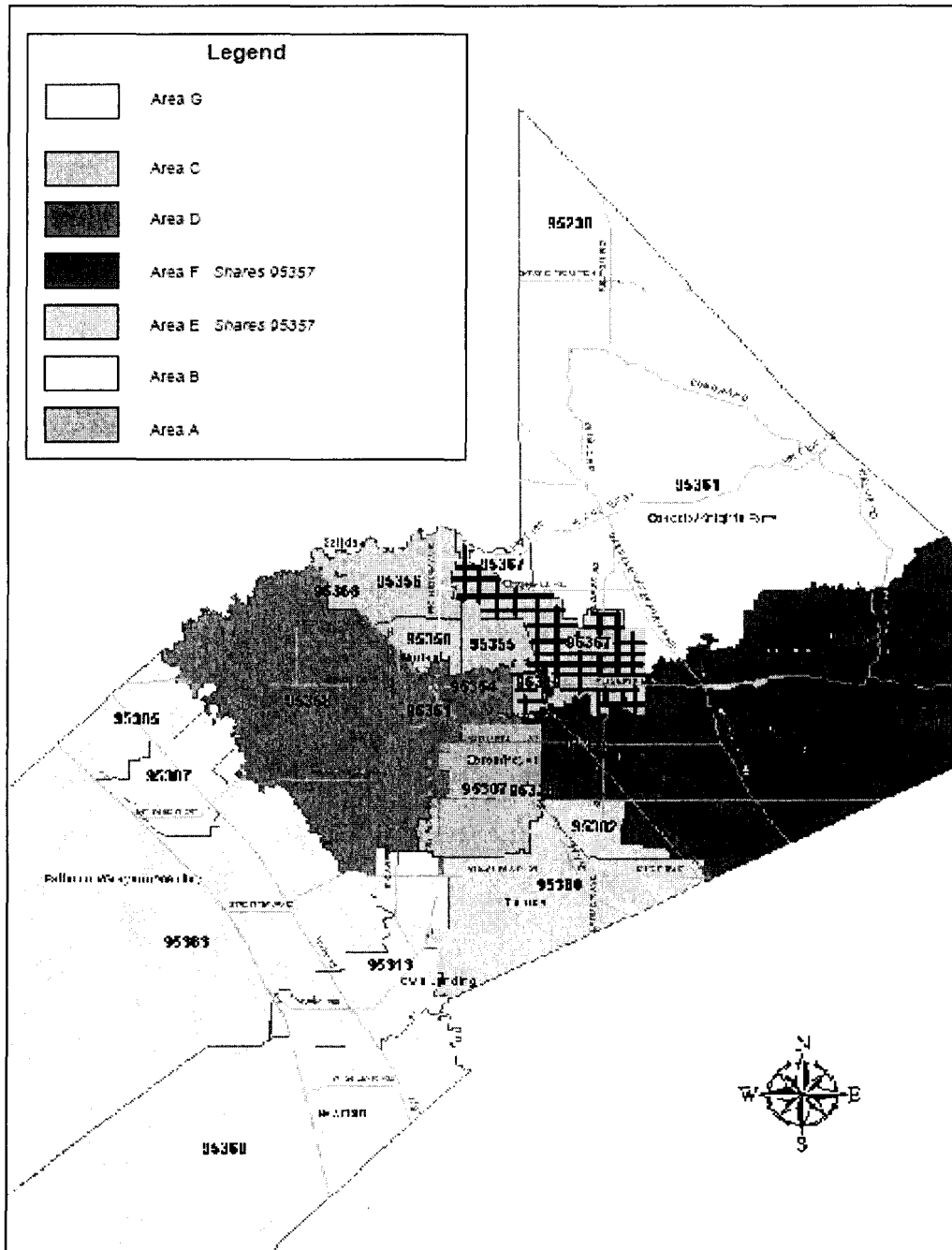
Area	Zip Codes	Minimum # of Locations
A	95380, 95382	1
B	95313, 95360, 95363, 95385*, 95387	2
C	95307, 95328	1
D	95351, 95354, 95358	2
E	95350, 95355, 95356, 95357, 95368	1
F	95316, 95319, 95323, 95326, 95329, 95357, 95386	1
G	95230*, 95361, 95367	1

*Includes only those persons residing in Stanislaus County.

- Locations are expected to be open at least four hours per day five days per week and closed less than 13 days in a twelve month period for traditional or legal holidays. You may present in your proposal flexibility ideas regarding sites, days and hours.
 - A funded location may serve any Stanislaus County resident or citizen in the target population.
 - Residency in a specific area is not a condition of receiving services.
 - Two of the locations funded under this RFP in Area B cannot be within one linear mile of each other.
 - Two of the locations funded under this RFP in Area D cannot be within one linear mile of each other. If a provider has three locations and two locations are NOT within one linear mile of each other but the third location IS within one linear mile of one of the other locations – this will meet the requirement of this RFP.
5. General Service Expectations Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be reflected in the funding of program(s).
 - Services shall be limited to residents of Stanislaus County.
 - More than one proposal may be funded, per Proposer.
 - To promote collaboration with other agencies, grantees receiving funds will be required to make presentations to the Stanislaus County Child Abuse Prevention Council and to its subcommittees.
 - Periodically participate in presentations to the Board of Supervisors, the Commission, CSA, Stanislaus County Child Abuse Prevention Council and its subcommittees.
 - Grantee will actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
 - Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards.

- The Commission funds may not be used to supplant other local, private, Federal, State or county grants or awards. The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.
- Regular monthly, quarterly, bi-annual and annual reports written reports will be required. Reporting will be by Area, not by zip codes or subcontractors. One report will be submitted per Area regardless of the number of subproposers or the number of zip codes or sites.
- Participate in Multi-Disciplinary Team meetings.
- Attend CSA and Commission mandated trainings.

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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) 1/30/2013
2	Pre-Conference 2/13/2013
3	Question Deadline 3/4/2013
4	Assistance to Proposers with a Disability Deadline 3/4/2013
5	Submission Deadline— 2:30 p.m. 3/18/2013
6	Interviews 3/26/2013
7	Mail - Notice of Intent to Award {Tentative} 4/1/2013
8	Appeals Deadline 4/8/2013
9	Board of Supervisors Approve Contracts 5/21/2013
10	Commission Approval of Recommended Contracts 5/28/2013
11	Proposer Transition 6/1/2013
12	Begin Contract Services 7/1/2013

2.2 Pre-Conference Requirement

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

***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	West Modesto Community Center
Date: February 13, 2013	Time: 2:00 p.m. PST
Address: 401 Paradise Rd.	City: Modesto
Conference Room: Finley Conference Room	Phone: 209-652-0375

The purpose of the 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.

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

The response to any question that is given orally at the Pre-Conference is to be considered tentative and nonbinding on the County. After the 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.

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

SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION

3.1 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: 209-525-4346
E-mail: ShaferS@StanCounty.com	Fax: 209-525-7787

All inquiries are to be submitted at least ten (10) 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.

Proposers shall direct any questions or requests for clarification to the RFP Point of Contact (or designee) named above. Proposers seeking information related to this RFP, including the scope of services described herein, obtained from sources other than the RFP Point of Contact (or designee) do so at their own risk. The County cannot be responsible for the completeness, accuracy or timeliness of such information.

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 hand. 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 on Page 36.

3.8 Award

Within thirty (30) days after the proposal opening, contracts may be awarded by the County to the proposers whose proposals 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 bidders, proposers, and sub-proposers wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals that are not submitted in accordance with these procedures will not be reviewed.

3.13.2 Definitions

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

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 Stanislaus County 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 Stanislaus County 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 40;
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 43 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 30.

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.

4.9 Exceptions

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

SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

5.1 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;
10. Response Clarification Addendum; and
11. Budget Worksheet.

Proposals shall contain all of the elements set forth in Section 5.3 below and shall be submitted in sealed envelopes or packages, clearly identifying the project name, area proposal is in response to, RFP 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 Proposal

Part Three—Budget Worksheet Proposal

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

Below are the detailed elements of part of the proposal. The actual scope of work is detailed in Appendix A. 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

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 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. List could consist of other service providers in the communities that have referred clients to you.
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. Sample of previous work may be a list of service provided and the number of people served. Also, if available associate a dollar amount per service or person.
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 as described on Page 5, Section 1.5, 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 Worksheet Proposals

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.
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 costs incurred and billed to the County, including labor, materials, overhead and profit shall be included within the Proposers Budget Worksheet.

5.4 Budget Worksheet Evaluation

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

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

SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

6.1 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(s) whose proposal(s) is(are) 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 and 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 Worksheet, Interviews, 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. Upon completion of its analysis, Purchasing, will forward those Proposals that have passed Phase I the Evaluation Committee (EC).

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.

The EC shall also review the RFP Budget Worksheet 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 cost. 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 weight possible for each category is listed below:

EVALUATION CATEGORIES— FOUR PHASES	MAXIMUM POINTS
Phase I – Review and Evaluate Financials	Pass/Fail
Phase II	MAXIMUM POINTS
Budget Justification and Level of Service a. Budgeted items will be used to achieve outcomes. b. Cost of the program relates to the expected outcomes.	20
Extent and completeness of proposed program a. Program activities and outcome components defined and linked to the RFP priorities. b. Clearly addressed through a community planning 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 sustained in future years.	35
Outcomes/Impact on Children, Youth and Families a. Stated activities directly result in achievement of outcomes. b. Measurement tools accurately measure actual outcomes. c. Ongoing assessment process that evaluates outcomes to actual outcomes. d. Program goal/outcome(s) are Specific, Measurable, Achievable, Relevant, and Timely.	10
Capacity of Family Resource Center a. Administrative expertise and capability. b. Past experience with performance based outcomes contracts. c. Ability to incorporate multiple funding streams and associated fiscal requirements. d. Past successes with family support; parent education; and/or child abuse prevention, intervention and treatment programs.	35
TOTAL POSSIBLE WEIGHT OR POINTS:	100

6.4 Awards

Award will be made to the proposers whose proposals 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:

Non-Collusion Affidavit to be Executed by Proposer and Submitted

Non-Collusion Affidavit Signature Page

Insurance Checklist

Bond Requirements

Proposal Cover Page

Response Clarification Addendum

Proposal Checklist

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:



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 seven 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 Signed Non-Collusion Affidavit.	<input type="checkbox"/>	<input type="checkbox"/>
9 Response Clarification Addendum(a)	<input type="checkbox"/>	<input type="checkbox"/>

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

**VENDOR NAME
PROPOSAL BUDGET
FAMILY RESOURCE CENTER AREA A
JULY 1, 2013 THROUGH JUNE 30, 2014**

	Agreement Funds	Other Sources	In-Kind	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	\$ -	\$ -	\$ -	\$ -
				ERROR CHECK \$ -

RFP 08-68-DAS
TEAM 29665

**VENDOR NAME
PROPOSAL BUDGET
FAMILY RESOURCE CENTER AREA A
JULY 1, 2014 THROUGH JUNE 30, 2015**

	Agreement Funds	Other Sources	In-Kind	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	\$ -	\$ -	\$ -	\$ -
			ERROR CHECK	\$ -

RFP 08-68-SAS
TEAM 29665

**VENDOR NAME
PROPOSAL BUDGET
FAMILY RESOURCE CENTER AREA A
JULY 1, 2015 THROUGH JUNE 30, 2016**

	Agreement Funds	Other Sources	In-Kind	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	\$ -	\$ -	\$ -	\$ -
			ERROR CHECK	\$ -

RFP 08-68-GAS
TEAM 29665

**VENDOR NAME
PROPOSAL BUDGET
FAMILY RESOURCE CENTER AREA A
JULY 1, 2013 THROUGH JUNE 30, 2016**

	Agreement Funds	Other Sources	In-Kind	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	\$ -	\$ -	\$ -	\$ -
			ERROR CHECK	\$ -

RFP 08-68-OAS
TEAM 15835

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2013 THROUGH JUNE 30, 2016**

SAMPLE

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the STANISLAUS COUNTY COMMUNITY SERVICES AGENCY AND THE STANISLAUS COUNTY CHILD AND FAMILIES COMMISSION (hereinafter jointly referred to as "County") and **CONSULTANT NAME** ("Consultant"), a **type of entity, i.e. sole proprietor**, on July 1, 2013.

INTRODUCTION

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

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK
 - 1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, which is attached hereto and, by this reference, made a part hereof.
 - 1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-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 Consultant at the County's request under this Agreement shall be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.
 - 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it shall perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this

Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

- 1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant shall so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant shall be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 The Consultant shall be compensated on a time and materials basis as provided in EXHIBIT A attached hereto.
- 2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability 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 Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification 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, Consultant may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Consultant's business; or,
 - C. Upon an unauthorized decrease in the required insurance in force; or,
 - D. Upon failure to make payroll payments; or,
 - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
 - F. Upon failure to substantially meet other financial obligations; or,
 - G. Upon service or a writ of attachment by creditors of Consultant
- 3.8 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

SAMPLE

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

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

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

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

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

- 7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant shall comply with such provisions before commencing the performance of the work of this Agreement.
- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it shall be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

SAMPLE

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

8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant 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 Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.
- 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 Consultant 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 Consultant or its subcontractors;
- 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Consultant 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 Consultant.

9. STATUS OF CONSULTANT

- 9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 9.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

- 9.4 Consultant is permitted to provide services to others during the same period services are provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.
- 9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 9.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

- 10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. County may appoint an independent public accountant.

- 10.5 Consultant 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 Consultant 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 Consultant is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
 - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 Consultant is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

11. CONFIDENTIALITY

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

- 11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received 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 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.
- 11.4 Consultant, 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, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's 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.

SAMPLE

- 12.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

13. ASSIGNMENT

- 13.1 This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.
- 13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this Agreement shall adhere to the terms contained in this Agreement and shall be submitted to County prior to their commencement.

14. WAIVER OF DEFAULT

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

15. NOTICE

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

To County: County of Stanislaus
Children and Families Commission
Attention: Executive Director
1010 10th St., Ste. 5000
Modesto, CA 95354

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

16. CONFLICTS

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

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 Consultant's failure to perform as required by this Agreement, Consultant shall make reimbursement to the damaged party.

22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Consultant's failure to perform, as required by this Agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Consultant shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant shall also abide by specific codes of ethics prescribed by the professional organizations that set standards for their profession.
- Quality of Service: Employees of Consultant 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 Consultant shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Consultant shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Consultant 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

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

25. COPYRIGHT ACCESS

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

26. CONVICTION OF CRIME

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

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

26.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and 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 Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Consultant 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 County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant agrees that it has received a copy of the False

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.

IN WITNESS WHEREOF, the parties have executed this Agreement 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: _____

**CONSULTANT NAME
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2013 THROUGH JUNE 30, 2014**

SAMPLE

I. SCOPE OF WORK:

A. Program Description

Using Proposition 10 funds, Family Resource Centers (FRCs) provide families with children ages 0 through 5 that are at risk of child abuse/neglect with support services and a hub of supports and resources: community resources and referrals; strength-based assessments and case management; parent education and support groups; school readiness information dissemination; health insurance enrollment assistance; depression screenings and mental health referrals; child developmental screenings and referrals; and unique services that address the needs of each community. Using Community Services Agency (CSA) funds, FRCs provide differential response (DR) services to children 0 through 17 and family support services to Stanislaus County communities.

B. Services Provided

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in January, 2012. Services to be provided under this Agreement are limited to:

<u>Service</u>	<u>Service Locations</u>
Differential Response	Family Resource Centers Mobile (Client Homes)
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without HBO
Resource and Referral	Family Resource Centers Mobile (Client Homes)
Developmental Screenings	Family Resource Centers Mobile (Client Homes)
Children's Book Distribution	Family Resource Centers Mobile (Community Events)
Family Literacy	Family Resource Centers
Child Literacy Classes	Family Resource Centers

Community Outreach	Family Resource Centers Mobile (Community Events) Countywide
Health Insurance Enrollments	Schools Family Resource Centers Mobile (Community Events)
Individual Mental/Behavioral Health	Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers Mobile (Community Events, Homes)
Health and Safety Classes	Family Resource Centers
C. Strategies / Guiding Principles	
1.	Services shall be culturally and linguistically appropriate to the population served.
2.	Equity to all populations shall be a guiding principle of operation.
3.	Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
4.	Funds received under this Agreement may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. (The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.)
5.	Operating hours of service shall address days and evenings.
6.	Staffing level and employee qualifications shall be appropriate to services.
7.	Where appropriate, Consultant shall increase collaborations and service delivery efficiencies.
8.	Consultant shall provide cultural competency training to staff with the goal of reaching cultures not represented in the program.
9.	Whenever possible, Consultant shall increase the number of clients served or increase the number of services to clients or increase the intensity of services to clients.
10.	The Any Town Family Resource and Counseling Center, located at 1234 Main Street, Any Town, CA , shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

D. Activities

1. To promote collaboration with other agencies, Consultant shall participate in presentations to the Stanislaus County Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
2. Consultant shall participate in Multi-Disciplinary Team meetings and shall attend Children and Families Commission and Community Services Agency mandated training.
3. Clients receiving services shall be screened for depression utilizing a tool acceptable to the Commission.
4. Outreach activities shall be conducted.
5. Consultant shall recommend and assist with selecting Consultant trainings sponsored by the Commission.
6. Consultant shall provide group and individual mental health counseling to caregivers of children 0 through 5.
7. Consultant shall provide developmental screenings to children 0 through 5 and to all children under the age of 3 who have a substantiated allegation of abuse/neglect.
8. Consultant shall provide literacy/school readiness services (teaching adult literacy, distributing children's books, teaching adults how to read to children, etc.).
9. Consultant shall provide all services described in SCOARRS, EXHIBIT C, which is hereby incorporated by reference and made a part hereof.

E. Alignment with the County's Strategic Plan

1. Desired Result: Families are supported and safe in communities that can support safe families.
 - a. Objective: Maintain positive trends in the reduction of repeat child maltreatment reports
 - b. Objective: Decrease incidents of child abuse and maltreatment
 - c. Objective: Increase positive social support for families
 - d. Objective: Increase family resiliency capacity (knowledge, skills and awareness) to promote healthy development and safety.
 - e. Planned Outcome: Families are connected to resources or support services.
 - f. Planned Outcome: Families access support systems and resources in their communities that increase awareness, knowledge or skills.
 - g. Planned Outcome: Caregivers have increased parenting knowledge skills and support.
 - h. Planned Outcome: Caregivers are identified and linked to mental health services.
 - i. Planned Outcome: Mental health issues of caregivers are addressed and improved.

2. Desired Result: Children will be eager and ready learners.
 - a. Objective: Increase families' ability to get their children ready for school.
 - b. Objective: Children are cognitively and socially-behaviorally ready to enter school.
 - c. Planned Outcome: Children receive early screening and intervention for developmental delays and other special needs.
 - d. Planned Outcome: Caregivers provide care that fosters their children's optimal developmental achievement.
 - e. Planned Outcome: Children possess literacy tools (books and skills).
 - f. Planned Outcome: Caregivers demonstrate improved literacy skills.
3. Desired Result: Children are born healthy and stay healthy.
 - a. Objective: Increase/maintain enrollments in health insurance products.
 - b. Planned Outcome: Children 0 through 5 are enrolled in health insurance.

F. Eligibility / Areas Served

The program shall serve Stanislaus County families with children 0 through 5 years of age and shall target Stanislaus County residents in the 12345 and 67891 zip codes. Differential Response services shall be provided to Stanislaus County families with children 0 through 17 years of age.

G. Reports and Contract Monitoring

1. Consultant shall report quarterly to the Commission and CSA staff using SCOARRS forms as specified EXHIBIT C and Program Statistical reports for Promoting Safe and Stable Families (PSSF) and Child Abuse Prevention, Intervention and Treatment (CAPIT) specified in EXHIBIT D, which is incorporated by this reference and made a part hereof, or other forms provided by the Commission or CSA.

All quarterly forms (reports) are due according to the following schedule:

- Quarter 1 (July – September): Thursday, October 31, 2013
- Quarter 2 (October – December): Friday, January 31, 2014
- Quarter 3 (January – March): Wednesday, April 30, 2014
- Quarter 4 (April – June): Thursday, July 31, 2014

2. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
3. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
4. Consultant shall participate in site visits with Commission / CSA staff twice yearly. Consultant shall also meet periodically with a Commission / CSA representative upon the reasonable request of the Commission or CSA to discuss, review and evaluate program activities.

5. Consultant shall submit to Commission and CSA staff an Annual Report in the format provided by the Commission or CSA.
6. Consultant shall enter data into a Commission approved database (currently PEDS) a minimum of once a quarter, due according to the following schedule:
 - Quarter 1 (July – September): Thursday, October 31, 2013
 - Quarter 2 (October – December): Friday, January 31, 2014
 - Quarter 3 (January – March): Wednesday, April 30, 2014
 - Quarter 4 (April – June): Thursday, July 31, 2014
7. Consultant shall assist in the monitoring and evaluation of the program according to this Scope of Work (EXHIBIT A) and supporting evaluation documents.
8. Consultant shall submit a Differential Response (DR) Client Data Sheet (DR Client Data Sheet) monthly via e-mail to DRClientData@stancounty.com.
9. Consultant shall submit all other reporting via e-mail to the following:
 - Dan Rosas, Program Monitor / Public Relations Specialist, rosasd@stancounty.com
 - Stephanie Loomis, Administration, LoomisS@stancounty.com
 - John Sims, Administration, simsj@stancounty.com
 - CSA Reports, CSAReport@stancounty.com

H. Evaluation

Consultant shall collect data/information for the annual report that may include the following:

- Leveraging
- Linkages/collaboration
- Best practices/evidence-based practices
- Cultural proficiency
- Community feedback
- Evaluation capacity
- Response to prior evaluation recommendations
- Agreement compliance issues
- Financial management
- Outcomes/results

I. Sustainability Plan

Consultant shall report activities and progress made on the Sustainability Plan (previously submitted to Commission). This report shall be submitted with the Annual Report.

J. Customer Satisfaction / Employee Survey

1. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the fiscal year.

Consultant shall compile and report survey results by Friday, January 31, 2014, (for Quarter 2 survey) and Thursday, July 31, 2014, (for Quarter 4 survey).

2. Consultant shall develop and conduct an employee satisfaction survey annually.

Consultant shall compile and report survey results into the program's Annual Report described in section G. 5.

SAMPLE

II. COMPENSATION:

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

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2013, through June 30, 2014, shall not exceed \$XXXXXX.
2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof.
3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
4. Consultant shall provide a minimum of \$XXX.00 as an In-Kind contribution, as detailed in EXHIBIT B – Consultant's Budget.

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

E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

F. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.

G. Billings:

1. Consultant 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 the service months of May and June 2014 are as follows:**

May 2014 is due June 6, 2014
June 2014 is due June 13, 2014

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

2. Billings shall be submitted to:

Stanislaus County Children and Families Commission
Attention: Accounts Payable
1010 10th Street, Suite 5000
Modesto, CA 95354
(209) 558-4109

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 Consultant operational costs billed to this Agreement. In addition, Consultant shall submit a monthly report, in a County specified format, indicating client populations, clients' age and services rendered.

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

SAMPLE

**CONSULTANT NAME
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2013 THROUGH JUNE 30, 2014**

AGREEMENT BUDGET

SAMPLE

<u>BUDGET CATEGORY</u>	<u>FUNDS</u>	<u>AGREEMENT</u>	
	<u>TOTAL</u>	<u>IN-KIND</u>	
1. Personnel Services			
a) Salaries	\$0	\$0	\$0
b) Fringe Benefits	\$0	\$0	\$0
Total Personnel	\$0	\$0	\$0
2. Operating Expenses	\$0	\$0	\$0
3. Other			
a) Contract Services	\$0	\$0	\$0
b) Client Supportive Services	\$0	\$0	\$0
4. Indirect	\$0	\$0	\$0
 TOTAL:	 \$XXXXX	 \$XXX	 \$XXXXX



2013-2014
Stanislaus County
Outcomes And Results Reporting Sheet
(SCOARRS)

Date:
Agency:
Program Name:

Prepared by:
Phone Number:
Email:

Reporting for Quarter:
 1st Quarter
 2nd Quarter
 3rd Quarter
 4th Quarter

PLANNED OUTCOMES, RESULTS, AND OBJECTIVES

- ↳ Families are supported and safe in communities that are capable of supporting safe families
 - ✓ Maintain positive trends in the reduction of repeat child maltreatment reports
 - ✓ Decrease incidents of child abuse and maltreatment
 - ✓ Increase positive social support for families
 - ✓ Increase family resilience capacity (knowledge, skills, and awareness) to promote healthy development and safety

- ↳ Children are born healthy and stay healthy
 - ✓ Increase the number of high risk pregnancies that result in healthy births
 - ✓ Increase community awareness and response to child health and safety issues
 - ✓ Increase / maintain enrollments in health insurance products
 - ✓ Maintain access and maximize utilization of children's preventive and ongoing health care

- ↳ Children are eager and ready learners
 - ✓ Increase families' ability to get their children ready for school
 - ✓ Increase the number of children who are cognitively and socially-behaviorally ready to enter school

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1. FRC Staff will provide an FDM assessment to the caregivers of children 0-5 (DR & non-DR). • 65% of the caregivers of children 0-5 will have a first FDM assessment.	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services b. <input type="text"/> # of Non-DR of children 0-5 whose caregivers received a first FDM assessment c. <input type="text"/> # of referred DR children 0-5 d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment e. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services b. <input type="text"/> # of Non-DR of children 0-5 whose caregivers received a first FDM assessment c. <input type="text"/> # of referred DR children 0-5 d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment e. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment	"b" is calculated by an FDM report run by the agency. (b) / (a) = <input type="text"/> % of the Non-DR children 0-5 have caregivers who received a first FDM assessment (d) / (c) = <input type="text"/> % of the DR children 0-5 have caregivers who received a first FDM assessment	
2. FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive an FDM assessment. • 70% of the children 0-5 who are assessed will have caregivers who received depression screenings.	f. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression	f. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression	(f) / (b+d) = <input type="text"/> % of the children 0-5 whose families were assessed have caregivers who received depression screenings	

3. FRC staff or contracted staff will provide group and individual mental health counseling to caregivers of children 0-5. Improvement will be reported by a clinician. • 70% of the children whose caregivers receive group counseling will indicate improvement with presenting issues. • 65% of the children whose caregivers receive individual counseling will meet mental health goals.	g. <input type="text"/> # of children 0-5 whose caregivers receive group counseling	g. <input type="text"/> # of children 0-5 whose caregivers receive group counseling	(h) / (g) = <input type="text"/> % of the children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues (j) / (i) = <input type="text"/> % of the children 0-5 whose caregivers receive individual counseling and indicate improvement with presenting issues	
	h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.	h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.		
4. FRC Staff will provide children 0-5, whose caregivers are assessed, with developmental screenings using the Ages & Stages Questionnaire (ASQ). • 55% of the children 0-5 whose families are assessed will receive developmental screenings.	i. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling	i. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling	(k+l) / (b+d) = <input type="text"/> % of the children 0-5 whose families were assessed received developmental screenings	
	j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals	j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals		
5. FRC Staff or contracted staff will provide literacy/school readiness	k. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	k. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening		
	l. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening	l. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening		
	m. <input type="text"/> # of children 0-5 who receive literacy services	m. <input type="text"/> # of children 0-5 who receive literacy services		

<p>services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)</p> <ul style="list-style-type: none"> 65% of children 0-5 who received literacy services will indicate increased time reading at home with family 75% of children 0-5 will be provided books 40% of children 0-5 whose caregivers attended adult literacy classes will increase literacy skills <p>6. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of first time contact or assessment.</p> <ul style="list-style-type: none"> 85% of the children 0-5, who did not have health insurance at the time of first contact, received assistance in obtaining health insurance 80% of the assessed children 0-5, who did not have health insurance, will be enrolled in a health insurance program within 90 days 	<p>n. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>	<p>{n} / {m} = <input type="text"/> % of the children 0-5 who received literacy services and indicate increased time reading at home with family</p> <p>{o} / {m} = <input type="text"/> % of the children 0-5 who received literacy services and receive books</p> <p>{q} / {p} = <input type="text"/> % of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p> <p>{s} / {r} = <input type="text"/> % of the children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p> <p>{u} / {t} = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days</p>
	<p>o. <input type="text"/> # of children 0-5 who receive books</p>	<p>o. <input type="text"/> # of children 0-5 who receive books</p>	
	<p>p. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p>p. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	
	<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	
	<p>r. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>r. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	
<p>s. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>	<p>s. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>		
<p>t. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>	<p>t. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>	<p>t. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>	
<p>u. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>	<p>u. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>	<p>u. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>	

of intake.			
FDM Indicators			
<ul style="list-style-type: none"> • Access to Transportation Based on Level of Need • Child Health Insurance • Community Resources Knowledge • Health Services • Budgeting Skills and Knowledge of Financial Resources • Adequacy of Clothing • Quality of Employment Status • Access to Quality Child Care • Risk of Emotional or Sexual Abuse • Supervision by the Family • Age-Appropriate Physical and Mental Development • Resources for Nutritious Food • Family Communications Skills • Emotional Wellbeing / Sense of Life Value • Nurturing • Confidence in Parenting Skills • Health and Safety of Home Environment 	<p>v. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".</p> <p>w. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".</p>	<p>v. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.</p> <p>w. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.</p>	<p><i>Information is derived from FDM reports run by the agency. The Cumulative Report should individually compare assessments 1 and 2, 2 and 3, 3 and 4, etc.</i></p>

<ul style="list-style-type: none"> • Stability of Home and Shelter • Quality of Social Support System • Presence / Degree of Substance Abuse • Adult Educational Development • School Attendance • Income Level for Basic Expenses 			
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More Information

Additional Supporting Narrative (Only if Needed):

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

Resources (Staff, Funding, Materials, etc.):

Resource Changes (Only if Needed):

Activities & Services:

Activities & Services Changes (Only if Needed):

STANISLAUS COUNTY COMMUNITY SERVICES AGENCY
for Differential Response for the Family Resource Centers

EXHIBIT D

QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT
FOR CAPIT, CFC, CBCAP, CCF, PSSF

TYPE YOUR AGENCY NAME HERE
ADDRESS

FUNDING SOURCE* CAPIT CFC CBCAP CCF PSSF

PROGRAM NAME FAMILY RESOURCE CENTER
SERVICE MONTH _____
INVOICE DATE _____

Direct Services Provided

Family Resource Center includes the following direct service activities:

- Case Management
- Counseling
- Home Visitation
- Information & Referral
- Parent Education and Support
- Parenting Program (Classes)

		Customers Receiving Services					
		0-5 Years		6-18 Years		Adults (19 yr - older)	
Code	Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
WH	White non-Hispanic						
HS	Hispanic						
BL	Black non-hispanic						
A	Asian						
NA	Native America						
O	Other						
DO NOT WRITE BELOW THIS LINE							
TOTALS		0	0	0	0	0	0

** Use appropriate code listed below:

Code Ethnic Origin

- WH White non-Hispanic
- HS Hispanic
- BL Black non-hispanic
- A Asian
- NA Native America
- O Other

Code* Funding Source

- CAPIT Child Abuse Prevention Intervention and Treatment
- CFC Children and Families Commission
- CBCAP Community Based Child Abuse Prevention
- CCF County Children's Fund
- PSSF Promoting Safe and Stable Families

Direct Services mean that the services must be provided to an individual or family and the planned duration of the services should be more than one-time event. If the participant only attends the direct service for one-time and drops out, they should still be counted in this category, since the planned duration was for more than one time.

This summary is "service focused" Clients may access multiple services and shall be counted once for each service type provided during the reporting period.

SAMPLE

EXHIBIT E
SAMPLE

Stanislaus County Data by Zip Code

	Zip Codes	# of Persons Receiving MH/AOD Services	Low Birth Weights	Infant Mortality	Adequate Prenatal Care	Preterm Births	Substantiated Referrals	Evaluated Out Referrals	Number of Children Removed	Number of TANF Recipients	Reduced/Free School Lunches	Socioecon. Disadvantaged Children	School Readiness (API Scores)	% Population Under 5 Years	# Population Under 5 Years
Ceres	95307	879	6.2%	1.0%	72.1%	10.8%	61	196	12	13,191	80.2%	80.0%	776	8.5%	3,675
Crows Landing	95313	6	10.0%	0.0%	70.0%	15.0%	1	3	0	342	71.0%	71.4%	786	6.5%	91
Denair	95316	60	10.4%	3.7%	85.4%	14.6%	5	11	2	1,175	54.0%	54.4%	804	6.8%	450
Empire	95319	60	13.3%	0.0%	70.0%	3.3%	2	6	0	852	76.0%	78.9%	747	8.2%	144
Hickman	95323	14	25.0%	0.0%	75.0%	31.3%	1	4	4	258	4.0%	49.9%	846	6.6%	84
Hughson	95326	95	3.1%	0.0%	74.4%	7.0%	5	22	0	1,948	57.2%	56.8%	784	7.1%	683
Keys	95328	96	8.5%	1.3%	65.7%	12.9%	8	16	4	1,313	99.5%	100.0%	747	10.4%	416
La Grange	95329	7	N/A	0.0%	100.0%	8.3%	2	1	0	69	65.0%	75.0%		3.7%	93
Modesto	95350	1,152	4.5%	0.4%	74.7%	8.7%	70	180	34	12,969	64.7%	66.0%	786	6.9%	3,544
Modesto	95351	1,252	5.1%	0.9%	66.4%	9.0%	87	258	26	21,521	93.9%	94.5%	730	9.4%	4,389
Modesto	95354	770	6.7%	0.4%	67.7%	12.5%	49	179	29	8,265	75.1%	78.6%	772	8.1%	2,069
Modesto	95355	792	7.5%	0.6%	76.4%	11.5%	51	176	11	9,726	50.5%	51.8%	809	6.7%	3,944
Modesto	95356	385	3.2%	0.2%	77.5%	4.7%	24	69	2	5,321	46.0%	46.8%	844	6.4%	1,996
Modesto	95357	152	9.5%	2.4%	74.0%	11.0%	17	40	2	2,743	66.6%	67.4%	782	6.1%	709
Modesto, West Region	95358	530	5.4%	0.7%	70.3%	11.4%	43	124	12	11,488	73.2%	77.1%	748	8.4%	2,683
Newman	95360	116	7.4%	0.0%	72.4%	9.7%	14	48	1	3,339	76.5%	77.2%	757	8.3%	983
Oakdale/Knights Ferry/Valley Home	95361	386	4.1%	0.7%	82.1%	8.1%	33	109	8	539	43.8%	45.8%	818	6.7%	2,129
Patterson	95363	252	4.7%	0.5%	75.0%	10.0%	21	72	5	6,329	65.3%	91.4%	755	8.4%	2,134
Riverbank	95367	356	5.8%	1.0%	76.7%	9.0%	22	71	3	5,655	79.0%	83.2%	708	8.5%	1,972
Salida	95368	144	9.4%	0.9%	77.5%	11.3%	13	42	3	2,694	61.3%	62.3%	794	7.5%	1,029
Turlock	95380	779	4.4%	0.6%	81.1%	8.0%	64	184	28	13,285	78.7%	79.4%	761	8.7%	3,605
Turlock	95382	315	8.4%	0.2%	85.3%	10.0%	21	61	4	5,068	56.7%	57.6%	787	6.3%	2,278
Waterford	95386	162	5.9%	0.0%	78.9%	9.2%	11	34	1	2,646	64.7%	65.2%	778	8.2%	812
Grayson/Westley	95387	7	6.2%	0.0%	75.0%	0.0%	1	2	0	482	86.0%	85.2%	689	9.5%	61

Stanislaus County Request for Proposal Data Sources & Methodology

Low Birth Weight

Data Source: Stanislaus County Vital Records AVSS 2010; Epidemiology Department of the Stanislaus County Health Services Agency.

Methodology: % of total births within the defined geographic area in CY 2010 that were born with a low birth weight.

Infant Mortality

Data Source: Stanislaus County Vital Records; Epidemiology Department of the Stanislaus County Health Services Agency CY 2007, Infant Mortality Rate

Methodology: % of total births within the defined geographic area in CY 2007 that died prior to the age of one year.

Adequate Prenatal Care

Data Source: Stanislaus County Vital Records; Epidemiology Department of the Stanislaus County Health Services Agency CY 2010. Adequate Prenatal Care

Methodology: Number of women in Stanislaus County who received adequate prenatal care in CY 2010. Adequate prenatal care is defined as the number and percent of pregnant women who received early prenatal care (care in the first thirteen weeks of pregnancy) and regular prenatal care (10 or more prenatal care visits).

Mental Health and AOD Services

Data Source: Insyst; Childrenandfamilycommission.mdb database

Methodology: All age groups receiving at least one mental health service in CY 2011

Substantiated Referrals and Evaluated Out Referrals

Methodology: Numbers represent a non-duplicated count of referrals within each category received between January 1, 2011 and December 31, 2011. Only those referrals associated with an address in Stanislaus County are represented.

Removal Rates

Methodology: Numbers presented are children (age 0-19) within each zip code area. These numbers represent a non-duplicated count of all children who had a initial court hearing between January 1, 2011 and December 31, 2011. Only those children with a viable zip code are represented.

TANF Recipients

Data Source: Stanislaus County C-IV System

Methodology: Number of unique recipients receiving CalFresh, CalWorks, or Medical as of October 24, 2012

Reduced/Free School Lunch

Data Source: California Department of Education (2011). 2010-11 Academic Performance Index Base Report. Retrieved on October 24, 2012 from <http://api.cde.ca.gov>

Methodology: Mean % of children in each geographic area enrolled in school on first day of testing that received reduced or free school lunches. Charter and Alternative Education Programs were omitted from this report as the student population in these schools is not necessarily representative of the area which the school is located. Statistics are based on schools with reportable data. Results were not posted for all schools within each geographic area. Data is based on State Standards. Results with an asterisk (*) represent geographic areas in which 40% or more of the schools within the area did not post results reflecting # of children in the reduced/free school lunch program.

Socio-Economically Disadvantaged Children

Data Source: California Department of Education (2011). 2010-11 Accountability Progress Report. Retrieved on October 24, 2012 from <http://ayp.cde.gov>

Methodology: Mean % of children in each geographic area enrolled in school on first day of English-Language Arts testing that were categorized as socio-economically disadvantaged. Socio-Economically disadvantaged children are defined as children who received a reduced or free school lunch or whose parents did not graduate from high school. Charter and Alternative Education programs were omitted from this report as the student population is not necessarily representative of the area which the school is located. Statistics are based on schools with reportable data. Results were not posted for all schools within each geographic area. Statistics are based on Federal Standards.

School Readiness (API Scores)

Data Source: California Department of Education (2011). 2010-11 Academic Performance Index Base Report. Retrieved on October 24, 2012 from <http://api.cde.ca.gov>

Methodology: Mean API Scores (Academic Performance Index) for Elementary, Middle and High Schools within each geographic area. Charter and Alternative Education Programs were omitted from this report as the student population is not necessarily representative of the area which the school is located. Averages are based on schools with reportable data. Results were not posted for all schools within each geographic area.

Number and percentage of the population 5yrs. or younger

Data Source: California Department of Finance, (www.dof.ca.gov) via the 2010 United States Census.