

**REQUEST FOR PROPOSAL
FOR
FAMILIES AND COMMUNITIES TOGETHER (FaCT)
FAMILY RESOURCE CENTER (FRC) SERVICES**



**County of Orange
Social Services Agency
Release Date: July 8, 2019**

RFP #FY1819-05

TABLE OF CONTENTS

1. INTRODUCTION	1
1.1 BACKGROUND	1
1.2 REQUIRED SERVICE REGIONS	1
1.3 ANTICIPATED TERM AND FUNDING AVAILABILITY	3
1.4 ELIGIBILITY TO SUBMIT PROPOSALS	4
1.5 COUNTY'S RIGHT OF ACCEPTANCE AND/OR REJECTION	5
1.6 COUNTY'S RIGHT TO CANCELLATION	6
1.7 COUNTY'S RESPONSIBILITY	6
1.8 OUTSTANDING DEBT WITH COUNTY	6
1.9 RFP CHANGES AND MODIFICATIONS	6
1.10 GENERAL CONTRACT PROVISIONS	7
1.11 INSURANCE REQUIREMENTS	7
2. PROPONENT INFORMATION	7
2.1 QUESTIONS	7
2.2 NEWS RELEASES	7
3. EVALUATION OF PROPOSALS.....	8
3.1 PROPOSAL EVALUATION PANEL	8
3.2 PROPONENT INTERVIEW.....	8
3.3 ON-SITE PROGRAM REVIEW	8
3.4 ADMINISTRATIVE AND INDIRECT COST	8
3.5 PROPOSAL SCORING	9
3.6 FINAL SELECTION.....	9
3.7 AWARD.....	9
3.8 BOARD APPROVAL	9
3.9 PROTEST PROCEDURE	9
4. INSTRUCTIONS FOR SUBMISSION	11
4.1 REQUIREMENTS	11
4.2 CONFIDENTIALITY	12
4.3 DUE DATE	12
4.4 PROPOSAL PACKAGE	12
5. EVALUATION CRITERIA	13
6. TARGET POPULATION.....	14
7. FACT'S FAMILY STRENGTHENING FRAMEWORK	14
8. FRC PARTNERSHIP MODEL OPTIONS	15
9. FRC CHARACTERISTICS	15
10. FRC SERVICES TO BE PROVIDED.....	20
11. MEASUREMENT TOOLS AND DATA COLLECTION.....	30
12. GOALS AND OUTCOME OBJECTIVES	31
13. GENERAL REQUIREMENTS.....	31

ATTACHMENTS

- A. Proposal Cover Page
- B. Required Document Checklist
- C. Agency Summary
- D. Agency Experience
- E. Program Management of Direct Services To Be Provided
- E1. Staff – Program Management of Direct Services To Be Provided
- F. Description of Services to be Provided
- G. Line Item Budget
- H. Budget Narrative
- I. Board of Directors/Advisory Board
- J. Statement of References
- K. Agency Litigation
- L. Proponent Certification
- M. General Contract Provisions

EXHIBITS

Exhibit 1 – Key Terms

Exhibit 2 – FRC Service Needs

Exhibit 3 – CalWORKs Service Regions

DATES TO REMEMBER

	<u>DATE</u>	<u>PAGE #</u>
Written questions due	July 22, 2019	[7]
Proposals due	August 14, 2019	[12]
Tentative interviews	September 24 – 25, 2019	[8]

1. INTRODUCTION

This Request for Proposal (RFP) contains significant changes from the previous RFP. Proponents are encouraged to thoroughly review this solicitation in its entirety.

1.1 BACKGROUND

Families and Communities Together (FaCT) is a public-private partnership of the County of Orange (County) Social Services Agency (SSA). The partnership is a network of Family Resource Centers (FRCs) located throughout Orange County's highest-risk communities providing essential family support services, education, and resources. FaCT is administered by SSA in partnership with the FaCT Coalition. The FaCT Coalition provides network and administrative services for the partnership. FaCT strives to strengthen prevention and intervention services designed to reduce the risk of child abuse and neglect. Through partnerships, FaCT strengthens our community and is dedicated to promoting stronger families.

FaCT's vision is that all our children grow up in stable, nurturing families, and safe supportive communities which promote healthy development and provide opportunities for children, youth, and adults to achieve their full potential as caring, responsible, and productive members of society.

FaCT's mission is to identify and promote promising and best practices, train, fund, and advocate for FRCs to be Orange County's community based platform for prevention activities and family support services.

SSA is currently requesting proposals to provide FRC Services. It is the County's intent to award fifteen (15) FRC contracts based on the County's highest needs, as referenced in Exhibit 2 *FRC Service Needs*. In the event the County does not receive a sufficient number of responsive proposals, the County reserves the right to resolicit proposals within a high service needs area.

The following services are to be provided by FaCT FRCs:

1. Case Management Team
2. Counseling
3. Differential Response
4. Family Support Services
5. Information and Referral Services
6. Parenting Education
7. Personal Empowerment Program
8. Childcare Services
9. Family Stabilization (FS) Services

1.2 REQUIRED SERVICE REGIONS

It is the County's intent to award a minimum of two (2) FRCs per required FRC Service Region. The County has also identified a higher prevalence of children living in poverty and a higher occurrence of child abuse referrals, which support the need for additional

FRC services within the service areas of Anaheim, Garden Grove, San Juan Capistrano, Santa Ana, and Stanton, as referenced in Exhibit 2 *FRC Service Needs*. A separate and complete proposal must be submitted for each proposed FRC. The FRC must continuously be physically located within the boundary of the service region it proposes to serve and the location must be the primary service delivery site, throughout the awarded contract period. The County reserves the right to approve a change in the physical location of an FRC and/or the primary delivery site. Awarded FRCs will be required to provide services to all Orange County families regardless of city of residence and/or service region. The County reserves the right to modify service regions based on County need.

FRC SERVICE REGIONS

1.2.1 Service Region #1

Garden Grove, Santa Ana, Westminster, and Fountain Valley.

1.2.2 Service Region #2

Costa Mesa, Cypress, Fountain Valley, Huntington Beach, La Palma, Los Alamitos, Newport Beach, Seal Beach, and Stanton.

1.2.3 Service Region #3

Irvine, Orange, Tustin, Villa Park, and Yorba Linda.

1.2.4 Service Region #4

Anaheim, Brea, Buena Park, Fullerton, La Habra, and Placentia.

1.2.5 Service Region #5

Aliso Viejo, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, Rancho Santa Margarita, San Clemente, and San Juan Capistrano.

CalWORKs SERVICE REGIONS (FS services only)

Of the FRC awardees, one (1) awardee from each of the four (4) California Work Opportunity and Responsibility to Kids (CalWORKs) Service Regions described in Exhibit 3 *CalWORKs Service Regions* will be considered to provide FS services with additional funding as described in Subparagraph 1.3. FRCs awarded FS Services will be required to provide services to clients within their CalWORKs Service Region, and travel to, and collaborate with, all FRCs regardless of service region.

1.2.6 North Region

Anaheim, Brea, Buena Park, Fullerton, La Habra, La Palma, Orange, Placentia, Villa Park, and Yorba Linda.

1.2.7 South Region

Aliso Viejo, Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, Rancho Santa Margarita, San Clemente, and San Juan Capistrano.

1.2.8 East Region

Costa Mesa, Newport Beach, Santa Ana, and Tustin.

1.2.9 West Region

Cypress, Fountain Valley, Garden Grove, Huntington Beach, Los Alamitos, Seal Beach, Stanton, and Westminster.

1.3 ANTICIPATED TERM AND FUNDING AVAILABILITY

Contingent upon approval by the Orange County Board of Supervisors, the County intends to award three-year contracts to responsible Proponents whose proposals are determined to be the most responsive to the requirements of this RFP. The term of the resulting contracts will begin on or about July 1, 2020, and terminate on June 30, 2023. The estimated amounts available for the three-year contracts are identified in the table below.

Type of Service	Estimated Amount Of Funds Available Per Year	Estimated Number Of Contracts To Be Awarded
Family Resource Center	\$350,000 each contract	Fifteen (15)
Family Stabilization	\$87,500 each contract	Four (4)

The County reserves the right to modify staffing requirements, the number of families to be served and/or add new services (i.e. Mentoring, Educational Support, Health Care Support, and/or Employment Support) to be provided by this RFP, should additional funding become available.

The County expects services to be fully operational by July 1, 2020. Start-up activities are one-time, non-recurring, and necessary to make the program operational, and may include recruiting, hiring and training staff, marketing, and procuring all items to be provided by the selected organization.

The initial three-year contract may be renewed, subject to contractor performance and continued funding, for two (2) additional one-year periods, without a competitive bid process, in the sole discretion of the County.

The funding for the contracts resulting from this RFP may be contingent upon the State budget, receipt of funds from and/or obligation of funds by the Federal Government to the State and from the State to the County, and inclusion of sufficient funding for the services hereunder in the budget approved by the County's Board of Supervisors for each fiscal year covered by said contract. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract may be immediately terminated, reduced, or modified without penalty.

1.4 ELIGIBILITY TO SUBMIT PROPOSALS

Eligible Proponents

Only public, private for-profit, non-profit organizations, and community collaboratives located within Orange County, or with means to establish an office in Orange County, with the ability to provide direct services in accordance with the scope of work detailed in this RFP, are eligible to submit a proposal.

Ineligible Proponents

Individuals, governments, and organizations/agencies not listed as Eligible Proponents above and/or listed on either the Cumulative Sanction List or the excluded parties list, explained below, are ineligible to submit a proposal.

Proponents must not be listed on the current Cumulative Sanction List of the U.S. Department of Health and Human Services/Office of the Inspector General (<http://exclusions.oig.hhs.gov/>) or the System for Award Management (SAM)'s list of parties excluded from federal programs <http://www.sam.gov/>. The County is required to reject a proposal submitted by an individual or entity on either list.

It will be the responsibility of each Proponent to verify that it is not on either list prior to preparing a proposal to submit in response to this RFP. Correction of any errors found on either sanction list is the sole responsibility of the Proponent and must be made prior to the day the proposal is submitted.

To further determine eligibility for a contract award, all Proponents must provide on the Agency Summary (Attachment C) a DUNS number defined as a nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify entities. A non-federal entity is required to have a DUNS number in order to apply, receive, and report on a federal award. Every Proponent is required to provide County a DUNS number regardless of the funding source of this solicitation. A DUNS number can be obtained free of charge from Dun and Bradstreet by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

All potential individuals and/or contract entities must self-disclose any pending charges or convictions for violation of criminal law and/or any sanction or disciplinary action by any federal or state law enforcement, regulatory, or licensing agency or licensing body.

During the term of a contract resulting from this RFP and in accordance with its existing provisions, if a Proponent becomes ineligible, the Proponent will be removed from any responsibility and/or involvement with County contracted obligations related to any direct and/or indirect federal or State social services programs and any other federal and State funds. Ineligible Proponent is defined as any individual or entity who is currently excluded, suspended, debarred, or otherwise ineligible to participate in the federal social services programs, or has been convicted of a criminal offense related to the provision of social services and has not been reinstated in the federal social services programs after a period of exclusion, suspension, debarment, or ineligibility.

Disqualification

The County reserves the right to disqualify any Proponent on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the County. This disqualification is in the sole discretion of the County. Any Proponent submitting a proposal herein waives any right to object to the County's exercise of this right, now or at any future time, before any body or agency, including, but not limited to, the County of Orange Board of Supervisors or any court.

Causes for Disqualification

The County, in its sole, absolute, and unfettered discretion, will determine whether a Proponent is qualified and responsible to deliver the services requested in this RFP. This determination may be based on one (1) or more of the following:

- Evidence of collusion amongst Proponents.
- Lack of business skills or financial resources necessary to operate this business successfully, as revealed by either financial statements or experience statement.
- Lack of responsibility as shown by past work, references, or other factors.
- Proponent is in arrears or in default to the County on any debt or agreement or defaults upon any obligation to the County, or has failed to faithfully perform any previous agreement with County at the County's sole determination.
- Submission of a proposal that is late, conditional, incomplete, ambiguous, obscure or which contains alterations not called for, or irregularities of any kind, except as those determined by the County, in its sole discretion, as a minor irregularity or a defect or variation in the proposal that is immaterial or inconsequential.
- Other causes, as the County deems appropriate, in its sole and absolute discretion.
- The County's determination as to whether a Proponent is qualified and responsible will be based on the information furnished by Proponent in response to this RFP, interviews with Proponent (if applicable), as well as from other sources determined to be valid by the County. The County reserves the right to verify and validate any information prior to awarding a contract and during the entire term of the contract. Award will not be made until after such investigations, as are deemed necessary, are made by the County regarding the experience and financial responsibility of Proponent which each Proponent agrees to permit by submitting its proposal.

1.5 COUNTY'S RIGHT OF ACCEPTANCE AND/OR REJECTION

Any proposal may be subject to rejection if it is conditional, incomplete, or deviates from specifications in this RFP. By submitting a proposal, the Proponent agrees to meet all the requirements set forth in the RFP, unless specific exceptions are noted in Attachment C (Agency Summary). The County reserves the right to accept any part of the proposal and is not obligated in any way to accept those parts that do not meet with the approval of the County. The County reserves the right to waive, in its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse a Proponent from full compliance if awarded a contract. The Proponent shall disclose, through Attachment K (Agency Litigation), any

litigation with the County. At the sole discretion of the County, reasons for rejecting any proposal may be supplied to the Proponent.

The County reserves the right to accept any proposal as offered, to reject any or all proposals, or, based upon the County's needs or availability of funding at the time of selection of a provider or during contract negotiations, to modify the scope of service. The County, in its sole discretion, reserves the right to contract for all or some of the stated services and to cancel this RFP in whole or in part.

Proponent should follow Generally Accepted Accounting Principles (GAAP) and standards when developing line item budgets.

Proposals must be valid for a minimum of three hundred sixty-five (365) days from the due date of this RFP.

Proposals received after the stipulated due date and time will not be considered.

1.6 COUNTY'S RIGHT TO CANCELLATION

The County, in its sole discretion, reserves the right to cancel this RFP in whole or in part when such cancellation is determined to be in its best interest, pursuant to California Department of Social Services (CDSS) Manual of Policies and Procedures, Regulations 23-614. All Proponents will be notified in writing of the specific reasons for such cancellation.

1.7 COUNTY'S RESPONSIBILITY

The County will adhere to its established procurement policy and guidelines in order to assure fair, competitive access to governmental procurement.

1.8 OUTSTANDING DEBT WITH COUNTY

Selected Proponent may not have any outstanding debt with the County, or will be in the process of resolving outstanding debt to the County's satisfaction, prior to entering into and during the term of the resulting contract.

1.9 RFP CHANGES AND MODIFICATIONS

The County reserves the sole right to interpret or change any provision of the RFP at any time prior to the proposal submission date. Any and all interpretations or changes will be in the form of a written addendum, which will be furnished to all Proponents through BidSync. Addendums will become part of the RFP and resulting contract.

Proponents will be responsible for ensuring they have reviewed all changes and modifications to the RFP as published in BidSync. Further, Proponents will be responsible for registering with BidSync and for keeping their e-mail address current. While reasonable efforts will be made to post notices on BidSync in a timely manner, the County cannot guarantee delivery or the delivery date of any email announcements sent via BidSync.

Should any addendum require information not previously requested, the County, in its sole discretion, may determine a time extension is required for the submission of proposals, in which case an addendum will indicate the revised proposal submission due date.

The County will not be responsible for any spoken instructions given by any employees of the County in regard to the proposal instructions specifications or proposal documents, as described in this RFP.

1.10 GENERAL CONTRACT PROVISIONS

Attachment M (General Contract Provisions) contains all requirements that will be included in the resulting contract awarded through this RFP. Proponent will be responsible for reading the General Contract Provisions in their entirety and providing signature concurrence on the last page of Attachment M. The County reserves the right to clarify any contractual terms; however, any substantial non-conformity in the proposal determined by the County to be non-responsive will result in the proposal being subject to rejection.

1.11 INSURANCE REQUIREMENTS

Proponent must submit evidence with the proposal that it has or can obtain all required insurance, as indicated in Paragraph 13 of Attachment M, with certificates of insurance evidencing the required coverage. Prior to the provision of services under any and all contracts resulting from this RFP, Proponent agrees to purchase all required insurance at no expense to the County and to deposit with the County all required certificates of insurance, including all endorsements necessary to verify compliance to the County's satisfaction.

2. PROPONENT INFORMATION

2.1 QUESTIONS

The County has attempted to provide all information available with regard to the services described in this RFP. It is the responsibility of each Proponent to review, evaluate, and, where necessary, request clarification of information. Questions must be submitted through BidSync, no later than 5:00 p.m. on July 22, 2019.

Written responses to questions submitted through BidSync and deemed material will be posted daily throughout the open question submission period. A transcript, including all questions and answers, will be available on BidSync.

The County reserves the right to decline to respond to any question, if, in the County's assessment, the information cannot be obtained and shared with all potential Proponents in a timely manner.

Proponents are directed to submit questions only as instructed above. Proponents may not contact any County staff directly in regards to this RFP.

2.2 NEWS RELEASES

Proponents will not issue any news releases or public announcements of any type pertaining to this RFP without prior written approval of the County which may be withheld at the County's sole discretion. A minimum of two (2) business days' notice is required for approval.

3. EVALUATION OF PROPOSALS

Proposals will be evaluated and selected through a competitive process. The contents of each proposal will be evaluated by the Evaluation Criteria set forth in Paragraph 5 of this RFP. The County will consider the submittal of a proposal to constitute an agreement by the Proponent to all provisions and conditions included in this request. Proponents are to submit any and all questions pertaining to this RFP as instructed in Subparagraph 2.1 above.

3.1 PROPOSAL EVALUATION PANEL

The County will establish a proposal evaluation panel consisting of representatives of SSA, other County agencies/departments, and/or members of the community with community-based service delivery expertise. Panel members will demonstrate no conflict of interest with any Proponent. The evaluation process will consist of a thorough review of the Proponents' proposals and qualifications.

3.2 PROPONENT INTERVIEW

The County intends to conduct oral interviews with the highest-rated Proponents in order to confirm and/or clarify aspects of the proposal. Interviews are tentatively scheduled for the week of September 23, 2019. However, Proponents must be ready to attend the oral interview within three (3) business days of notification and must be prepared to discuss all aspects of the proposal in detail.

3.3 ON-SITE PROGRAM REVIEW

Proponents accepted for consideration after the initial panel evaluation of proposals may, in the County's discretion, be required to participate in an on-site program review led by the County. If an on-site program review is determined to be necessary, the County will provide participating Proponents the evaluation criteria in advance.

3.4 ADMINISTRATIVE AND INDIRECT COST

The proposed budget will minimize administrative costs while providing appropriate program management, quality assurance, and accounting. Administrative costs are defined as those costs not solely related to direct services requested in this RFP. Examples of administrative costs could include, but are not limited to, executive director oversight, technology services, facility/equipment leases, insurance, accounting and payroll staff, etc. If administrative costs are proposed, they should be held to no more than fifteen percent (15%) of the proposed budget year and can be negotiated with the SSA.

Indirect costs are those that are incurred for an organization's common objectives and can therefore be prorated across the organization's overall costs. Indirect costs cannot also be included as direct costs. If indirect costs are requested in the budget, the Proponent must submit a copy of its current federally negotiated indirect cost rate agreement. If Proponent does not have a federally negotiated rate, whether the Proponent is a for-profit or non-profit organization, the Proponent must adhere to applicable federal cost principles in the determination of indirect cost rates and adhere to audit requirements. A Proponent that submits a budget that includes indirect costs without a federally negotiated rate, overhead, and/or program income must itemize and include formula(s) for determining the direct rate.

In the event a contract resulting from this RFP includes a budget with an indirect cost rate and such rate is reduced, the reduction shall be afforded to the County and the budget amended accordingly.

Although cost is a major consideration, the County may choose not to award a contract to the Proponent who submits the proposal with the lowest cost. Cost will be weighed with other factors including, but not limited to, experience in successfully managing government-funded contracts, experience providing services similar to those described in this RFP, and experience providing similar services in the County of Orange.

The County of Orange does not require, and neither encourages nor discourages, the use of lobbyists or other consultants for the purpose of securing business.

3.5 PROPOSAL SCORING

At the conclusion of the proposal evaluation panel's discussion of all proposals and interview, each member of the panel will individually evaluate and assign ratings based on the rating criteria detailed in Paragraph 5 (Evaluation Criteria), with a maximum of one hundred (100) points signifying excellence. The scores will then be compiled for an average score.

The proposals with the highest scores within each FRC Service Region, as referenced in Subparagraph 1.2, will be considered for an FRC contract award. Of those selected for FRC contracts, the highest scored proposal within each CalWORKs Service Region, as referenced in Subparagraph 1.2, will be considered to provide FS services with additional funding.

3.6 FINAL SELECTION

Following a review of proposals by evaluation panel members, SSA's Executive Management will review and approve a recommendation regarding the selection of service providers.

3.7 AWARD

The County may negotiate contract terms with the selected Proponents prior to award, and expressly reserves the right to negotiate with several Proponents simultaneously and, thereafter, to award a contract to the Proponents offering the most favorable terms to the County. Negotiations may or may not be conducted with Proponents; therefore, the proposal must contain Proponent's most favorable terms and conditions. The selection and award may, in the County's sole discretion, be made without discussion with any Proponents.

3.8 BOARD APPROVAL

Recommendations for the contract award will be presented for approval to the County of Orange Board of Supervisors. Contracts will be awarded contingent upon such approval.

3.9 PROTEST PROCEDURE

Any actual or prospective Proponent or Contractor who alleges an error or impropriety by the solicitation or award of a contract may submit a grievance or protest to the SSA Contracts and Procurement Services Manager.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include, at a minimum, the following information:

- Name, address, and telephone number of the protester;
- Signature of the protester or the protester's representative;
- RFP solicitation title/number, or the contract number;
- Detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Written protests must be sent to:

County of Orange
Social Services Agency
Contracts and Procurement Services Manager
500 N. State College Blvd., Suite 100
Orange, CA 92868

3.9.1 Protest of RFP Specifications

All protests related to the RFP specifications must be submitted to the SSA Contracts and Procurement Services Manager no later than 5:00 p.m. (Pacific Time), five (5) business days prior to the proposal due date. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, protester must still submit a proposal prior to the close of the solicitation in accordance with the proposal submittal procedures provided in this RFP.

3.9.2 Protest of Award of Contract

Upon completion of contract negotiations with the top-rank proponent(s), the County will post a *Notice of Intent to Award a Contract* in BidSync.

- a) Proponents will have five (5) business days from the date of the notice in which to file a protest with the SSA Contract and Procurement Services Manager concerning the award of the contract.
- b) Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.
- c) During the five (5) business day period, RFP information, including the final evaluator score sheets with the names of individual evaluators redacted, are subject to public disclosure.
- d) Upon expiration of the five (5) business day period or proper resolution of a protest/appeal, the department may move forward with the contract award or if necessary, filing the item for approval by the Board of Supervisors.

3.9.3 Protest Process

In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the SSA Contracts and Procurement Services Manager, the County Purchasing Agent, or the Procurement Appeals Board renders a decision on the protest.

Upon receipt of a timely protest, the SSA Contracts and Procurement Services Manager will, within ten (10) business days, issue a decision in writing which shall state the reasons for the actions taken.

The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.

If the protester disagrees with the decision of the SSA Contracts and Procurement Services Manager, the protester may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

3.9.4 Appeal Process

If the protester wishes to appeal the decision of the SSA Contracts and Procurement Services Manager, the protester must submit, within three (3) business days from receipt of the SSA Contracts and Procurement Services Manager's decision, a written appeal to the Office of the County Purchasing Agent.

Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the protest, assess the merits of the protest, and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.

The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

4. **INSTRUCTIONS FOR SUBMISSION**

4.1 **REQUIREMENTS**

Responses to this RFP must be prepared according to the format, content, and sequence set forth in Subparagraph 4.4 of this RFP.

Proposals must be signed by an authorized representative of the Proponent. Proposals without an original, authorized signature will be subject to rejection.

This RFP does not commit the County to award a contract or to pay any associated cost. The proposal preparation cost is solely the responsibility of the Proponent.

4.2 CONFIDENTIALITY

Proposals are not to be marked as confidential or proprietary. Proposals submitted in response to this RFP are subject to public disclosure as permitted by the California Public Records Act and State regulations. Additionally, all proposals will become the property of the County of Orange. The County reserves the right to make use of any information or ideas in the proposals submitted.

Regardless of any identification otherwise, including marking some or all of the pages as “confidential” or “proprietary,” information in proposals will become part of the public record and subject to disclosure without further notice to the Proponent. Proposals should not include personal identifiable information such as social security numbers, dates of birth, criminal clearance documents, etc., in resumes or other documents. The County shall not in any way be liable or responsible for the disclosure of any such records.

4.3 DUE DATE

The proposal package described in Subparagraph 4.4 below, must be received on or before 4:00 p.m. on August 14, 2019.

NO PROPOSAL WILL BE ACCEPTED AFTER THIS DATE AND TIME

Proposals must be delivered to:

County of Orange Social Services Agency
Contracts and Procurement Services
Attn: Claudia Juarez, Contract Administrator
500 N. State College Blvd., Suite 100
Orange, CA 92868

4.4 PROPOSAL PACKAGE

The proposal must clearly meet all of the requirements of this RFP. The Proponent is solely responsible for reviewing all requirements and instructions to ensure that each is clearly addressed in the proposal. The proposal should be written with the reviewer in mind, should be carefully proofread, and must include the following:

- Complete table of contents (indicating page numbers);
- Required documents placed in the order listed in Attachment B – Required Document Checklist;
- All requested information in the sequence and format specified in the RFP;
- All pages of the proposal sequentially numbered beginning with Table of Contents as page 1;
- Attachments (B – F) and Attachment H typed on single-sided, 8.5- by 11-inch, plain white paper with at least one-inch margins on all sides, using black print, in 12-point Times New Roman font, and 1.5 line spacing; and
- Attachment G and required documents (Attachments I – M) may be in a different font size and font, but no less than 12-point font and single line spacing.

A Proponent that deviates from format requirements risks having deviating pages removed from the proposal. Pages that exceed page limits, as specified in each attachment, will not be evaluated or scored.

The County may reject any proposal that is conditional, incomplete or deviates from the specifications in this RFP. The County reserves the right to waive, in its sole discretion, any procedural irregularity, immaterial defect, or other impropriety deemed reasonably correctable or not warranting rejection of the proposal.

Proposal package will consist of two (2) originals and seven (7) copies of the proposal, nine (9) in total. Each of the two (2) original proposals and all seven (7) copies must be submitted in separate three-ring binders. Each binder must include a cover sheet on the outside of the binder that includes, at minimum, the Proponent's name, RFP title, RFP number, proposal date, and whether the binder contains an original proposal or a copy.

Each of the two (2) originals and seven (7) copies must include tabbed dividers that identify and separate each Attachment.

In addition to the two (2) hard copy originals and seven (7) proposal copies described above, proponent shall also provide County with a PDF version of the signed original proposal on a USB flash drive. The USB flash drive shall be submitted, along with the hard copies, in a sealed envelope. The outside of the sealed envelope must include the following: "Proposal USB Flash Drive", Proponents Name, RFP title, RFP number, and proposal date.

All pages in the originals and copies of the proposal must be sequentially numbered throughout the document. In the seven (7) copies, placeholders noting the same page numbers as found in the originals may be inserted to denote the documents required to be submitted in the two (2) original proposals only.

Proponents must complete Attachment B (Required Document Checklist) as a guide for verification and correct order of materials to be submitted. Required documents must be submitted in the order listed. Refer to Attachment B for the documents to be included in the two (2) original proposals and the seven (7) copies.

Failure to submit documents in the order listed on Attachment B, or to complete all required attachments fully, may result in rejection of the proposal.

5. EVALUATION CRITERIA

5.1 Evaluation Criteria

The evaluation categories and maximum number of points to be assigned are as follows:

5.1.1 Agency Experience (Attachment D)

Maximum.....15 points

5.1.2 Program Management of Direct Services to be Provided (Attachments E and E-1)

Maximum.....25 points

5.1.3 Direct Services to be Provided (Attachment F)

Maximum.....40 points

- 5.1.4 Line Item Budget and Budget Narrative (Attachments G and H)
Maximum.....20 points

6. TARGET POPULATION

- 6.1 Services must target and provide outreach to birth, kinship, blended, adoptive, and resource families. FaCT considers as priority the following target populations:
- 6.1.1 Families with children ages birth to 18 years who are at risk for child abuse and neglect;
 - 6.1.2 Families who are living in poverty or suffering economic hardship, child abuse, domestic violence, unemployment, teen pregnancy, and unhealthy parenting;
 - 6.1.3 Families involved with and/or receiving child welfare services;
 - 6.1.4 Non-Minor Dependents (NMDs): Current child welfare dependents and/or probation wards ages 18 to 21 years, who have chosen to have an open case with a County social worker and/or Deputy Probation Officer providing case management services;
 - 6.1.5 Homeless families, unaccompanied homeless youth, and those families at-risk of homelessness;
 - 6.1.6 Military families; and
 - 6.1.7 Persons with disabilities.
- 6.2 Families receiving CalWORKs/Welfare to Work services, as referred by SSA (FS Awardees Only).

7. FACT'S FAMILY STRENGTHENING FRAMEWORK:

- 7.1 According to the Center for the Study of Social Policy, Five Protective Factors have been identified in preventing child abuse and neglect. Research studies support the common-sense notion that when these protective factors are well established in a family, the likelihood of child abuse and neglect diminishes. Research shows that these protective factors are also “promotive” factors that build family strengths and a family environment that promotes optimal child and youth development. The following Five Protective Factors are the foundation of the Strengthening Families Approach:
- 1. Concrete Support in Times of Need
 - 2. Parental Resilience
 - 3. Knowledge of Parenting and Child Development
 - 4. Social and Emotional Competence of Children
 - 5. Social Connections
- FaCT FRC services are designed to address these Protective Factors thereby strengthening Orange County families and their children.

8. FRC SERVICE DELIVERY MODEL OPTIONS:

The composition of each FRC may vary depending on the the service delivery model option selected. The proposed model selected must remain in effect for the duration of the contract term, including any renewal options. Please refer to Subparagraph 9.2, for Lead Agency roles, responsibilities, and required positions.

Proponents must select from the following options:

Option #1 – Collaborative with Lead Agency: FRCs proposing to provide required services using a collaborative model must designate a Lead Agency to partner with organizations that align with FaCT’s mission. The collaborative model will include a Lead Agency, at least one (1) FaCT funded partner organization, and a minimum of three (3) non-FaCT funded partner organizations. The collaborative model may also include subcontractor(s). All subcontractor(s) must be approved by the County prior to contract award.

Examples of partner organizations may include: community centers, hospitals, faith-based organizations, schools, cities, law enforcement, community colleges, cultural organizations, and other non-profit or private agencies. Proponents responding to this RFP must clearly define the name of each partner organization along with their roles, funding, and responsibilities for the duration of the resulting contract term.

Each FaCT funded collaborative partner of the FRC must sign Attachment C – Agency Summary.

Each non-FaCT funded service provider must have a signed MOU or agreement with the Lead Agency specifying the commitment to provide services for the duration of the resulting contract term.

Option #2 – Lead Agency with Subcontractor(s): FRCs proposing to provide required services using a Lead Agency with Subcontractor(s) model will determine which required services can be provided directly through the Lead Agency and which can be provided through subcontracted partner(s). In addition, the Lead Agency must partner with a minimum of three (3) non-FaCT funded partner organizations.

Each non-FaCT funded service provider must have a signed MOU or agreement with the Lead Agency specifying the commitment to provide services for the duration of the resulting contract term.

Proponents responding to this RFP must clearly define which services they intend to provide directly, and which services will be provided with subcontractor(s). Proponents responding to this RFP must clearly define the name of each subcontractor along with their roles, funding, and responsibilities. All subcontractor(s) must be approved by the County prior to contract award.

9. FRC CHARACTERISTICS

FaCT, administered by the County of Orange, is a network of FRCs located throughout Orange County’s highest-risk communities that provides family support services, education, and resources. Each FRC is a family-friendly, community-based site that provides access to comprehensive preventative and treatment oriented social, educational, and health services for

all birth, blended, kinship, adoptive, and resource families. The County is seeking proposals from FRCs which:

- Offer a family-friendly and inviting environment for children, youth, and caregivers.
- Offer activities and services designed for all age groups, that are culturally responsive to the community served, and responsive to all types of family units.
- Possess community-based sites that: offer a “one-stop shop” approach to comprehensive family and community strengthening services.
- Are easily accessible by pedestrians and within 880 yards (1/2 mile) of a bus stop and other form of affordable transportation.
- Offer free and accessible parking.
- Provide outreach activities that connect families to the FRC.
- Provide services at the FRC, in the family’s home, and/or in satellite sites such as schools or other community locations.
- Work collaboratively with community partners to improve the integration of services for families.
- Actively involve volunteers, local residents, and stakeholders to ensure FRC activities are aligned with community needs.
- Leverages multiple funding streams to offer quality services to the community.

9.1 FaCT FRC SERVICE REQUIREMENTS

- 9.1.1 A community based site that offers multiple programs, including, but not limited to, the following core services: a case management team; counseling; family support services; parenting education; differential response; domestic violence prevention and treatment; and information and referral services.
- 9.1.2 All services shall be offered at the FRC as a primary site and may also be offered at other community locations as proposed by Proponent and approved by the County.
- 9.1.3 Direct service bilingual staff shall be proportionate and responsive to the language and cultural needs of the community to be served.
- 9.1.4 The FaCT platform (e.g. FRC sites, services, and literature) shall be promoted at outreach events where FaCT funded staff are utilized.
- 9.1.5 FaCT literature shall be displayed and accessible to clients within FRC lobbies.
- 9.1.6 Work with SSA and the FaCT network and administrative services provider, and attend required meetings, trainings, and complete data entry into FaCT database systems. Collaboratively engage with the FaCT Network in activities related to the FaCT mission and vision.

9.2 LEAD AGENCY

- 9.2.1 Proposals must identify a Lead Agency for the FRC. The Lead Agency shall provide services, program oversight, and serve as the fiscal agent for the FRC. The Lead Agency must sign Attachment C - Agency Summary.
- 9.2.2 The Lead Agency shall receive claims from each FaCT funded partner organization or subcontractor(s) on a monthly basis. The Lead Agency shall be responsible for submitting one (1) monthly claim encompassing all FaCT funded services and expenses. Claims submitted to the County by the Lead Agency shall clearly identify services that were performed and by which FaCT funded partner organization or subcontractor(s). Any and all payments to be made by the County shall be made payable to the Lead Agency. The Lead Agency shall disperse payment as appropriate to the FaCT funded partner organization or subcontractor(s). The County's payment obligation shall be satisfied upon the County's disbursement of payment to the Lead Agency.
- 9.2.3 The Lead Agency shall be responsible for the following:
 - 9.2.3.1 Oversight of all FRC Services;
 - 9.2.3.2 Employment and supervision of the FRC Coordinator, as referenced in Subparagraph 10.10;
 - 9.2.3.3 Employment and/or oversight of the Information and Referral Specialist, as referenced in Subparagraph 10.5;
 - 9.2.3.4 Employment and/or oversight of the Community Engagement Coordinator, as referenced in Subparagraph 10.10;
 - 9.2.3.5 Establishing and facilitating a monthly FRC meeting with FaCT funded partner organizations, subcontractor(s) and designated non-FaCT funded partner organizations, and ensure meeting minutes are documented;
 - 9.2.3.6 Coordinating weekly Case Management Team (CMT) meetings;
 - 9.2.3.7 Collecting and maintaining all invoice documentation;
 - 9.2.3.8 Overseeing the collection, maintenance, and management of all FRC data including outcome measures;
 - 9.2.3.9 Maintaining the integrity of the FaCT database and other reports as necessary;
 - 9.2.3.10 Generating monthly reports (e.g. Service Grids, Logs) and other reports as requested for submission to the County;
 - 9.2.3.11 Overseeing and submitting to the County budget/contract modification requests on behalf the FRC;
 - 9.2.3.12 Producing and maintaining a current, monthly FRC activity calendar;
 - 9.2.3.13 Coordinating FRC sustainability efforts as referenced in Subparagraph 9.3;

- 9.2.3.14 Ensuring all FaCT funded partner organizations and subcontractor(s) are current on required documentation (e.g., insurance certificates, copies of resumes/applications, independent audits);
- 9.2.3.15 Ensuring all FRC agencies (FaCT funded and non-FaCT funded) have a current agreement with the FRC and providing copies of agreements to the County upon request;
- 9.2.3.16 Facilitating collaborative activities, services, and programs to ensure effective service delivery;
- 9.2.3.17 Submitting Special Incident Reports to the County; and
- 9.2.3.18 Attending required FaCT/County meetings and mandatory trainings.

9.3 SUSTAINABILITY PLAN

Proposals must include measureable goals that demonstrate resource leveraging, in-kind partnerships, and long-term funding strategies for sustainability. Proposals shall specify the target number of new partnerships and/or grants based on service gaps and identified needs, specific to your community.

9.4 GOVERNANCE STRUCTURE

A governance structure outlines resource sharing, accountability, decision-making strategies, conflict resolution plan (including addition and/or deletion of any non-FaCT funded partner agency and/or subcontractor(s)), ongoing community input and involvement, and, if applicable, voting quorum (including what constitutes a quorum). Upon contract award, the FRC will be required to submit a governance structure to the County within sixty (60) days of contract effective date. FRC will be required to review and submit governance structure by August 1st of each subsequent County fiscal year.

9.5 COMMUNITY ENGAGEMENT ADVISORY COMMITTEE (CEAC)

Community participation and involvement are very important to building successful FRCs. The FRC will be required to develop a CEAC that shall meet, at minimum, on a quarterly basis. The purpose of the CEAC is to:

- 9.5.1 Enlist broad community support and advocacy for the FRC. Examples include fundraising for the FRC, hosting events, coordinating volunteers, and engaging business community to provide tangible support and leadership;
- 9.5.2 Assess, survey, and identify community strengths and needs to advocate for FRC services to meet community need on an annual basis;
- 9.5.3 Develop and advance a community agenda to affect community level change; and
- 9.5.4 Develop parent and youth leadership skills within the community.

The FRC shall maintain a roster and a copy of minutes for all CEAC meetings. The composition of the CEAC will vary depending on the specific goals and services to be provided. The CEAC shall consist of community members such as parents, youth, teachers, school community liaisons, business professionals, religious community leaders, law enforcement, human and health service professionals, and city

representatives. The FRC shall make available a CEAC meeting space at the FRC, and volunteer coordination to develop and support the CEAC. A minimum of five hundred dollars (\$500) shall be allocated to the CEAC within the FRC budget for the purposes of its members to use for planning, events, and other FaCT approved activities.

9.6 REQUIRED FRC SERVICE HOURS

9.6.1 FaCT funded FRC services shall be provided Monday through Friday, for a minimum of eight (8) hours and thirty (30) minutes per day. FRC shall remain open until at least 8:00 p.m. two (2) days per week and until at least 5:30 p.m. on the remaining three (3) days. FRC may off-set regular hours in order to offer FaCT funded services on weekends for a minimum of four (4) hours.

9.6.2 Proponent's holiday schedule shall not exceed County's holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

9.6.3 Proponent shall obtain prior, written approval from County for holiday(s) in excess of those listed above. Failure of Proponent to obtain such approval shall result in Proponent incurring upon itself all fiscal obligations related to non-County holiday(s) and shall be deemed in material breach of the resulting contract for services not provided by Proponent during unapproved holiday(s).

9.7 CONFIDENTIALITY

FaCT maintains a policy of respecting a client's right to privacy and confidentiality. In order to achieve this goal, FRC staff shall keep all records in locked file cabinets and secure databases. FRC staff is only permitted to share certain information on a need-to-know basis with appropriate staff, consultants, and other authorized professionals.

FaCT funded and non-FaCT funded partners shall be required to have staff, volunteers, CMT members, subcontractor(s), and FRC service participants sign release of information forms and all other FaCT required confidentiality forms.

9.8 RECRUITMENT PRACTICES

Proponent shall use a formal recruitment plan which complies with federal and State employment and labor regulations. Proponent shall hire staff with the education, language skills, and experience necessary to appropriately perform all functions as described in this RFP.

9.8.1 Proponent shall conduct, at no cost to the County, criminal record background checks and clearances prior to hiring all employees that will provide services under the resulting contract. Candidates will satisfy background checks consistent with and comparable to those required for County employees.

9.8.2 The number of direct service bilingual staff proposed should include how staffing will meet the needs of the community to be served.

9.8.3 Proponent may be required to submit employer's bilingual certification criteria and/or test results.

- 9.8.4 If a staff member provides more than one (1) service, then the Proponent must specify the Full Time Equivalent (FTE) percentage for each proposed service. The combined FTE for any individual staff member may not exceed a 1.0 maximum.

10. FRC SERVICES TO BE PROVIDED

The following services shall be required at each FRC and shall be the primary focus of service delivery. All services funded under this RFP must be culturally responsive and language appropriate to meet the needs of the community and shall be at no cost to participants. The County reserves the right to modify service objectives during the RFP term.

Additionally, the County reserves the right to modify staffing requirements, the number of families to be served, and/or add new services (i.e. Mentoring, Educational Support, Health Care Support, and/or Employment Support) to be provided by this RFP, should additional funding become available.

FRC Core Services

10.1 Case Management Team (CMT)

Description: The CMT is an integrated multidisciplinary team, comprised of three (3) or more persons, trained and qualified to provide services, and are responsible in identifying the educational, health, or social service needs of a child, and child's family, and for developing a plan to address Welfare and Institutions Code (WIC) section 18986.40 multiple needs. Participants of the CMT shall include all FaCT funded FRC partners and non-FaCT funded agency representatives that would benefit the family. In addition to the participation of the FRC partner agencies, local Miscellaneous Order Number 534.3 specifies that multidisciplinary services team composition should include at least two (2) members from the following:

- Orange County Probation Department
- Orange County Health Care Agency
- Orange County Department of Education
- Regional Center of Orange County
- North Orange County Regional Occupational Program
- Orange County Social Services Agency

Objectives:

- Collaboration among CMT participants on a weekly basis to effectively coordinate client services.
- Encourage family attendance and participation in determining their service needs.
- Increase and facilitate resource linkages.
- Improve individual and family functioning.

- Decrease duplication of client services; and
- Foster the collaboration between the community, service providers, and FRCs to address the needs of children and families.

Minimum Number of Unduplicated Families to be Served Annually: Seventy-five (75) families.

Minimum Duration: The CMT shall meet on a weekly basis, for a minimum of one (1) hour.

Location Requirement: CMT meetings shall be held at the FRC, or other mutually agreed upon location, in an appropriate, private, and confidential space.

Staff Duties/Minimum Qualifications:

Position: CMT Clinical Supervisor	A minimum of four (4) hours monthly
<p><u>Duties:</u> A licensed clinician shall facilitate case management team group process, ensure thorough assessment and linkages for families to resources, and ensure team and/or staff members follow up on all mandated reporting requirements. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Verify and track attendance of required CMT members; • Ensure participant confidentiality/release forms are signed by participant and CMT members; • Review the laws of confidentiality and child and elder/dependent adult abuse reporting on an annual basis, and ensure compliance for each case presented; • Ensure all CMT cases conferenced are multiple needs cases (i.e., not just information and referral); • Facilitate weekly review of CMT cases, including a thorough assessment of needs, treatment plan, follow up plan, and termination; • Provide and coordinate ongoing cross-training to CMT on clinical training needs; • Ensure families are invited to the CMT meetings; • Maintain a binder of weekly case logs and registration forms for each case conferenced at CMT; • Complete standardized CMT assessment tools, ensuring the County required CMT data is accurately entered into FaCT database; and • Actively engage new collaborative partners and/or other County agency representatives to conference cases that would benefit families. <p><u>Minimum Qualifications:</u> A Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), or Licensed Clinical Psychologist. A minimum of one (1) year of group/meeting facilitation experience and proficiency in English is required.</p>	

10.2 Counseling

Description: The following four (4) modalities are required based on community need: individual, family, group, and crisis counseling. Counseling services shall be provided to children, parents, and/or caregivers. Counseling services shall be provided to appropriate non Medi-Cal, underinsured, and clients experiencing barriers to mental health services.

Objectives:

- Increase participant's coping skills;
- Stabilize immediate crisis;
- Increase access to social support systems;
- Facilitate linkages to appropriate and needed treatment programs (e.g., domestic violence, substance abuse, mental health, etc.);
- Reduce risk of violence, abuse, and/or neglect in the home; and
- Improve individual and family functioning.

Minimum Number of Sessions to be Completed Annually: Two hundred and fifty (250) sessions. A session shall be defined as a minimum of fifty (50) minutes in length. A completed session of any modality shall be counted as one (1) session, regardless of the number of participants.

Minimum Duration: The duration of services shall be defined as a minimum of four (4) sessions and a maximum of twenty (20) sessions, across the following three (3) treatment modalities: individual, family, and group counseling. Crisis counseling shall be defined as a minimum of one (1) session and a maximum of three (3) sessions in duration.

Location Requirement: Counseling shall be offered in a private, confidential space at the FRC, schools, or other community locations.

Staff Duties/Minimum Qualifications:

Position: Counselor	A minimum of 0.50 FTE A minimum of 75% of the FTE must be direct client contact.
<u>Duties:</u> <p>The counselor shall: provide therapy, including assessment, treatment planning, termination, and documentation; communicate applicable case related information to SSA staff, as requested; and complete FaCT designated measurement tools and enter all required data into the FaCT database.</p>	
<u>Minimum Qualifications:</u> <p>Licensed clinician or an intern registered with the State of California Department of Consumer Affairs, Board of Behavioral Sciences (BBS). All interns must be receiving direct clinical supervision in accordance with BBS requirements. Proficiency in English is required. Based on community need, bilingual proficiency may be required.</p>	

10.3 Differential Response (DR) Services

Description: DR is based on the concept that child safety is a responsibility shared by the family, community, and child welfare agencies. The County's DR primary goal is to engage a greater number of families in services within the community without further child welfare intervention and, at the same time, reduce the recurrence of child maltreatment. These services are indicated when reported allegations meet statutory definitions of abuse or neglect yet an initial assessment made by SSA Children and

Family Services (CFS) determines that with targeted services, a family is likely to make needed changes to improve child safety.

Family Support Advocates will collaborate with the County social worker to offer families ongoing supportive services such as case management, family advocacy, and in-home services through the FRCs. Services may be provided at the FRC, participant's home, or other community locations based on family needs.

Objectives:

- Support the family while in crisis;
- Collaborate with the County social worker and the family to devise a plan to identify resources in an effort to protect the children and preserve the family;
- Assess family needs, stabilize immediate crisis, increase coping skills and family cohesiveness, reduce exposure to violence, and improve communication skills;
- Develop a treatment plan to address individual and family needs to be offered for a minimum of thirty (30) days;
- Provide in-home services, as needed, to address positive parenting skills, discipline, child development, and child health and safety; and
- Present DR cases at the CMT.

Staff Duties/Minimum Requirements:

Position: Family Support Advocate	A minimum of 2.0 FTE
<p><u>Duties:</u></p> <p>Responsible for serving all DR and Family Support Services referrals. Services shall include, but not limited to: assessing family strengths and needs; linkages to resources; case planning; in-home services; communicating applicable case related information to SSA staff, as requested; compiling and maintaining records; preparing reports; presenting cases at CMT meetings; completing FaCT designated measurement tools and entering all required data into the FaCT database; and attending all required FaCT meetings and trainings.</p> <p><u>Minimum Qualifications:</u></p> <p><u>Option One (1):</u> Bachelor's degree in human services or related field from an accredited university. Proficiency in English is required. Based on community need, bilingual proficiency may be required.</p> <p style="text-align: center;">Or</p> <p><u>Option Two (2):</u> A minimum of three (3) years of experience providing direct services to the target population. Proficiency in English is required. Based on community need, bilingual proficiency may be required.</p>	

10.4 Family Support Services

Description: Case management services which are provided to families with a minimum of two (2) core service needs. Services are provided through a collaborative process that

assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet client needs.

Objectives:

- Support effective coordination of services among providers;
- Promote knowledge of and provide linkages to resources, services, and opportunities to improve self-sufficiency; and
- Support families in following through with recommended services.

Minimum Number of Unduplicated Families to be Served Annually: One hundred (100) families.

Minimum Duration: Family Support Services shall be offered for a minimum of thirty (30) days per family.

Location Requirement: Family Support Services shall be provided primarily at the FRC, other community locations, or in the family's home as agreed upon by participant and FRC.

Staffing Requirements: See Family Support Advocate duties and minimum requirements, as referenced in Subparagraph 10.3.

10.5 **Information and Referral Services**

Description: Information and Referral (I&R) Specialist shall be stationed at the FRC reception area as the first point of contact for walk-in and telephone/email inquiries during FRC operating hours. Services include an assessment of need and referral to services, including, but not limited to: emergency housing; emergency food; counseling; child care; substance abuse counseling and treatment; parenting education; utility assistance; health and mental health treatment; education and job training; legal aid; and youth academic and recreation services. I&R Specialist shall collaborate with other community agencies by receiving and referring clients.

Objective: To increase access to community resources for families in need.

Staff Duties/Minimum Qualifications:

Position: Information and Referral Specialist	A minimum of 1.0 FTE
<p>The I&R Specialist position shall be employed or subcontracted by the Lead Agency.</p> <p><u>Duties:</u> Responsible for responding to walk-in, call-in, and referred clients seeking community resources. Assess client's immediate needs and make referrals to appropriate resources. Administer FaCT-approved tracking tool and enter results into the FaCT database.</p> <p><u>Minimum Qualifications:</u> High school diploma or equivalent, one (1) year of customer service experience working directly with the public, and computer competency (i.e. knowledge and ability to use computers and related technology). Proficiency in English is required. Based on community need, bilingual proficiency may be required.</p>	

10.6 **Parenting Education**

Description: FaCT is requiring an evidence-based parenting curriculum as listed on the California Evidence Based Clearinghouse website (CEBC4CW.org). Elements of an effective parenting education program shall improve parenting skills and family functioning by teaching parents/caregivers about child development (e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g., communication and stress management). As applicable, parenting education emphasis shall be placed on the prevention of recurrence of maltreatment and/or shall address attachment, bonding, and traumatic loss issues.

Objectives:

- Provide social support;
- Enhance coping skills;
- Improve knowledge of child development; and
- Improve knowledge of appropriate and effective discipline.

Minimum Number of Unduplicated Clients to be Served Annually and Minimum Duration:

The minimum number of unduplicated clients to be served annually and minimum duration of parenting education series shall be proposed, based on selected evidence-based curriculum.

Location Requirement: Parenting education shall be offered at the FRC and other community locations as needed and approved by the County.

Additional Requirements: Parenting instructors must be trained and certified to provide the selected evidence-based curriculum. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

Parenting instructors shall be responsible for administering the FaCT-approved pre/post measurement tools and entering the results into the FaCT database. Completion of paperwork will be required when providing parenting education to participants receiving child welfare services, including but not limited to: verification of attendance; issuance of certificates of completion; and provide verbal and/or written reports to County social workers.

10.7 **Personal Empowerment Program “PEP” (Certified Domestic Violence Prevention and Treatment Education Program)**

Description: PEP shall be a ten (10) week educational support program designed to help victims break the cycle of domestic violence through education on the dynamics of domestic violence, effect of violence on victims and their children, and to help victims protect children who live in domestic violence homes. Topics shall include safety planning, boundaries, anger management, legal aspects of domestic violence, working through denial, and maintaining healthy relationships.

Objectives:

- Raise awareness of the various types of domestic violence and its short and long term effects;
- Develop or enhance safety plan for domestic violence victims;
- Increase victim's understanding of the effects domestic violence has on children; and
- Promote safety and permanency in homes and communities through prevention efforts aimed at child abuse and domestic violence.

Minimum Number of Unduplicated Clients to be Served Annually: Forty-five (45) clients.

Minimum Duration: PEP shall be a ten (10) week educational support program and shall be offered continuously during the resulting contract term.

Approved Providers: PEP provider must be currently approved by the Personal Empowerment Program Collaborative of Orange County. Current providers include Human Options, Inc., Interval House, Laura's House, and Women's Transitional Living Center.

Location Requirement: PEP services shall be offered at the FRC and other community locations as needed and approved by the County.

Additional Requirements: PEP instructors shall administer the FaCT-approved pre/post measurement tools and enter the results into the FaCT database. Completion of paperwork shall be required when providing PEP to participants receiving child welfare services, including but not limited to: verification of attendance; issuance of certificates of completion; and provide verbal and/or written reports to County social workers.

10.8 Family Stabilization (FS) Services

One (1) awardee from each of the four (4) CalWORKs regions described in Exhibit 3 *CalWORKs Service Regions* will be selected to provide FS Services with associated funding as described in Subparagraph 1.3. Proponents awarded FS Services shall be required to serve all cities within their CalWORKs Service Region and additional service regions as requested by the County.

10.8.1 FS Family Support Services

Description: FS Family Support Services at the FRC are customized to meet each FS family's needs to promote self-sufficiency. These services may include, but are not limited to: assessing family needs; providing one-on-one support; assisting families in crisis; coordinating referrals; and ensuring successful linkages and access to services. FS families can further benefit from the ongoing support created by the linkage between their family and the FRC.

Objectives:

- Provide effective coordination of case planning among CalWORKs case managers and other service providers;

- Promote knowledge of and provide linkages to resources, services, and opportunities to improve self-sufficiency; and
- Support families in following-through with recommended services.

Minimum Number of Unduplicated Families to be Served Annually: Forty (40) families.

Duration: FS Family Support Services shall be offered for a cumulative of six (6) months, per family.

Location Requirement: FS Family Support Services shall be provided at FRCs, in the family's home, or other community location, based on participant's needs. FS Family Support Advocate shall co-locate at a CalWORKs regional office a minimum one (1) day per week or as required by the County.

Staff Duties/Minimum Qualifications:

Position: FS Family Support Advocate	A minimum of 1.0 FTE
<p><u>Duties:</u></p> <p>Responsible for serving all FS referrals. Services shall include, but not be limited to: assessing family strengths and needs; linkages to resources; case planning; in-home services; communicating applicable case related information to SSA staff, as requested; compiling and maintaining records; preparing reports; presenting cases at CMT meetings; completing FaCT designated measurement tools and entering all required data into the FaCT database; and attending all required FaCT meetings and trainings.</p> <p><u>Minimum Qualifications:</u></p> <p><u>Option One (1):</u> Bachelor's degree in human services or related field from an accredited university. Proficiency in English is required. Based on community need, bilingual proficiency may be required.</p> <p style="text-align: center;">Or</p> <p><u>Option Two (2):</u> A minimum of three (3) years of experience providing direct services to the target population. Proficiency in English is required. Based on community need, bilingual proficiency may be required.</p>	

10.8.2 FS Emergency Assistance

Description: Emergency Assistance services shall include an assessment of the FS participants' emergency needs. The assessment shall be completed by the FS Family Support Advocate and include recommendation(s) to meet the emergency needs of the FS participants.

Objective: Assess and assist FS families in crisis to meet their basic needs.

Location Requirement: FS Emergency Assistance services shall be provided at FRCs, in the family's home, or other community location, based on participant's needs.

10.8.3 FS Housing Emergency Assistance

Description: Housing Emergency Assistance (HEA) services include an assessment of the FS participants' emergency housing needs. The assessment shall be completed by the FS Family Support Advocate in consultation with CalWORKs FS Case Manager or contracted provider and include recommendation(s) to meet the emergency housing needs of FS participants.

Objective: Assess and assist FS families in obtaining and/or maintaining housing. Funds may be disbursed in increments based on FS families need, urgency, and WTW participation.

Location Requirement: FS Housing Emergency Assistance services shall be provided at FRCs, in the family's home, or other community location, based on participant's needs.

FRC Support Services

10.9 Childcare Services

Description: Childcare workers shall supervise and monitor the safety and needs of children of participants attending FaCT-funded FRC services at dates and times convenient to participants.

Additional Requirements: Must be at least eighteen (18) years of age; possess a high school diploma or equivalent; one (1) year of childcare experience; possession of, or ability to obtain a valid Pediatric CPR and First Aid Certification prior to providing childcare duties; and ability to deal with stressful situations. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

10.10 FRC Administrative Services

Each FRC shall also be required to provide the following positions which shall be housed at the FRC and be staffed with one (1) person to meet the required FTE:

Position: FRC Coordinator	A minimum of 1.0 FTE
<p>The FRC Coordinator position shall be employed by the Lead Agency.</p> <p><u>Duties:</u></p> <p>FRC Coordinator's work schedule shall be consistent with FRC operating hours and their workspace shall be located at the FRC. Perform a variety of administrative functions including: coordinate service providers; supervise FRC staff; oversee the day-to-day operation of the FRC; compile statistical and financial data for various reports; facilitate community involvement in the CEAC; coordinate governance and policy procedure development; coordinate training opportunities for staff; prepare and monitor program budget; perform outreach to community businesses and schools; market FRC services within the community; initiate outreach to new partners and service providers; address public inquiries regarding services, procedures, operations and regulations; facilitate FRC partners and staff meetings and ensure completion of meeting minutes; complete all required documentation; attend required FaCT meetings and trainings; and perform related duties as assigned.</p>	

Minimum Qualifications:Option One (1):

Bachelor's degree (Master's degree preferred) in social work, sociology, psychology, or related field from an accredited university and two (2) years of experience providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; leadership and/or supervisory experience; ability to work successfully in a collaborative environment; attention to detail; and computer competency. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

Or

Option Two (2):

A minimum of five (5) years of experience providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; leadership and/or supervisory experience; ability to work successfully in a collaborative environment; attention to detail; and computer competency. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

Position: Community Engagement Coordinator	No minimum FTE established for this position.
<p>The Community Engagement Coordinator (CEC) position shall be an employee, volunteer, or subcontractor(s) of the Lead Agency. CEC shall not be a current member of the Community Engagement Advisory Committee (CEAC).</p> <p><u>Duties:</u> To assist in advocacy for the expansion of the FRC CEAC and Youth Action Council (YAC) programs and activities focusing on issues that affects the health, well-being, and public safety of residents in the FRC community. Oversee community organizing, volunteer recruitment and training, problem solving, and developing and implementing an outreach plan. In addition, support the efforts of local programs to explore donation and service opportunities for the FRC; develop and promote FRC volunteer project activities; develop and maintain regular contact with community organizations; coordinate and communicate with FRC Coordinator, attend all required meetings and trainings, administer FaCT-approved measurement tools, and enter the results into the FaCT database.</p> <p><u>Minimum Qualifications:</u></p> <p><u>Option One (1)</u> An Associate's degree or sixty (60) college units in human services or related field from an accredited college/university; one (1) year of experience, including leadership/supervisory experience, providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; and computer competency. Proficiency in English is required. Based on community need, bilingual proficiency may be required.</p> <p>Or</p>	

Option Two (2)

Three (3) years of experience, including one (1) year of leadership/supervisory experience, providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; and computer competency. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

10.11 Other Services

In addition, other FRC services that have been effective, and may be funded by the resulting contract are:

- Emergency Assistance
- Family Engagement Events
- Legal Assistance
- Out of School Time Programs/Tutoring
- Substance Abuse Programs

Other services, as described in this Subparagraph and identified in question #22 of Attachment F, will be taken into consideration when evaluating core services.

10.12 Non-FaCT Funded Services

FaCT requires FRCs to offer additional in-kind onsite services not funded by this RFP. Proposals are required to include a minimum of three (3) non-FaCT funded onsite services.

Each non-FaCT funded service provider must have a signed MOU or agreement specifying the commitment to provide services for the duration of the resulting contract term.

11. MEASUREMENT TOOLS AND DATA COLLECTION

Services provided at the FRC naturally fall under many of the Protective Factors referenced in Subparagraph 7.1. FaCT is committed to focusing on the Core Services as the key vehicle to measuring these outcomes. Core Services which have standardized assessment tools include: Information and Referral, Case Management Team, Family Support Services, Parenting Education, Personal Empowerment Program, and Counseling.

11.1 Measurement Tools

11.1.1 Proponent(s) shall use FaCT approved measurement tools for each of its core services.

11.1.2 Approved designated staff shall complete assessment forms and enter data into the FaCT database.

The County measurement tools are subject to change based on program and evaluation needs as defined by the County.

11.1.3 FaCT core services will have their own measurement tool that shall be administered, collected, and entered into the FaCT database. The current FaCT

data system is a web-based client management system, managed by FaCT and its administrative contractor, which provides contractual and outcome based reporting for each FRC. FRCs shall work closely with the County to maximize utility and adhere to confidentiality within the data system. FaCT shall provide technical assistance and training to the FRCs to ensure integrity of data entry, collection, and outcome reporting.

11.2 Data Entry and Data Integrity

Direct service staff shall be responsible for entering client service and outcome data for FaCT funded services into the FaCT database. These include, but are not limited to, the following:

- CMT Facilitator shall administer, collect, and enter the CMT tracking and assessment tool;
- Family Support Advocate shall administer, collect, and enter the Family Development Matrix Tool(s);
- Parenting Educator shall administer, collect, and enter the Parenting Education Survey; and
- Direct service provider shall administer, collect, and enter the Registration Form.

11.3 Data Submission Requirements

Lead Agency shall be responsible for the integrity of all data. This includes ensuring all required client and service data is entered and maintained in the FaCT database. Data for services incurred in the preceding month shall be available for review prior to the date of the regularly scheduled monthly steering committee meeting, or as requested by the County. Data includes monthly service grids, quarterly assessment reports, and other reports as required by the County.

12. GOALS AND OUTCOME OBJECTIVES

- 12.1 A minimum of ninety percent (90%) of counseling participants will complete a pre and post test.
- 12.2 Family Support Advocate shall make efforts to contact one hundred percent (100%) of clients referred to CMT at least three (3) days prior to their scheduled CMT to encourage attendance.
- 12.3 A minimum of ninety percent (90%) of participants receiving services at the FRC will complete a FaCT FRC Satisfaction Survey.

13. GENERAL REQUIREMENTS

13.1 Training

- 13.1.1 SSA reserves the right to approve training topics eligible for reimbursement under the resulting contract.
- 13.1.2 SSA may present or sponsor training and require the Proponent to attend.

13.2 Equipment

- 13.2.1 Proponents who plan to purchase equipment during the resulting contract term shall include all costs in the proposed budget.
- 13.2.2 If Proponent plans to purchase computers and/or laptops with County funds, they shall be required to obtain written authorization from the County prior to purchase.
- 13.2.3 All computer related equipment or components (e.g., printers, fax, tablets, etc.) must be pre-approved in writing by the County and must meet County provided specifications.

13.3 Utilization Review

- 13.3.1 Provider and the County shall meet upon County's request at Provider's facility to review compliance with required documentation, record-keeping, and service delivery performance. The review shall include, but is not limited to, an evaluation of the necessity, appropriateness, and length of services provided. Records to be reviewed shall be randomly selected by the County. County may provide oral and/or written feedback regarding the Utilization Review (UR) findings. Provider shall comply with the findings of the UR and take corrective action accordingly
- 13.3.2 In the event the County and Provider are unable to resolve difference of opinion regarding the necessity, appropriateness, and length of services, the dispute shall be submitted to the County's Director of Children and Family Services for final resolution.

ATTACHMENTS

County of Orange
Social Services Agency

Request for Proposal (RFP) Title:
Families and Communities Together (FaCT) Family Resource Center (FRC) Services

RFP#: FY1819-05

Proposal Due Date/Time: August 14, 2019 4:00 p.m. local time

Social Services Agency
Attention: Claudia Juarez
500 N. State College Blvd., Suite 100
Orange, CA 92868

Proponent: _____

Service Delivery Model Options:

Please indicate which FRC service delivery model option will be provided:

- ☐ Option #1 – Collaborative with Lead Agency
- FRCs proposing to provide required services using a collaborative model must designate a Lead Agency to partner with organizations that align with FaCT's mission. The Collaborative model will include a Lead Agency, a minimum of one (1) FaCT funded partner organization, and a minimum of three (3) non-FaCT funded partner organizations. Collaborative model may also include subcontractor(s).
- ☐ Option #2 – Lead Agency with Subcontractor(s)
- FRCs proposing to provide required services using a Lead Agency with Subcontractor(s) model will determine which required services can be provided directly through the Lead Agency, and which can be provided through subcontracted partners. In addition, Lead Agency must partner with a minimum of three (3) non-FaCT funded partner organizations.

REQUIRED DOCUMENT CHECKLISTAttachment D
ATTACHMENT B

Name of Proponent: _____

INSTRUCTIONS:

Please submit the following documents in the order listed on this form. Items to be submitted in the two (2) original proposal packages and in the seven (7) copies of the proposal must be marked accordingly and submitted in three-ring binders with each Attachment separated by tabbed dividers. Proposals must include a PDF version of the signed original proposal on a USB flash drive. Proponent will indicate on this checklist whether or not all items requested have been included. Proponent will complete this form and include it in the proposal package directly after Attachment A – Proposal Cover Sheet.

Required Documents	Original Packages	Copy Packages	Completed and Enclosed	Section and Page #
USB Flash Drive containing PDF version of signed proposal	X			
Table of Contents	X	X		
Attachment A – Proposal Cover Sheet	X	X		
Attachment B – Required Document Checklist	X	X		
Attachment C – Agency Summary	X	X		
Attachments D – Agency Experience	X	X		
Attachments E and E-1 – Program Management of Direct Services to be Provided	X	X		
Attachment F – Direct Services to be Provided	X	X		
Attachment G – Line Item Budget	X	X		
Attachment H – Budget Narrative	X	X		
Attachment I – Board of Directors	X			
Attachment J – Statement of References	X			
Attachment K – Agency Litigation Involvement	X			
Attachment L – Proponent Certification	X			
Attachment M – General Contract Provision Signature Page	X			
Organizational Structure *	X	X		
Certificates of Insurance	X			
Financial Statements *	X			
Certification of Financial Support *	X			
Form of Business Organization *	X			
Articles of Incorporation (executed by the Secretary of State) and Bylaws	X			
Service Delivery Client Grievance Procedure	X			
Signature Authorization Resolution/Documentation	X			
Policy on Confidentiality	X			

REQUIRED DOCUMENT CHECKLISTAttachment D
ATTACHMENT B

Current/valid copy(s) of agency license(s) to do business in California	X			
---	----------	--	--	--

***Organizational Structure, Including Organizational Chart**

Proponent must provide information regarding existing and/or proposed local organizational structure within Orange County and, where applicable, outside Orange County. If the headquarters of Proponent are located outside of Orange County, Proponent must show the relationship between the existing or proposed Orange County agency and the main headquarters. The chart must include all programs, identify the relationship of the proposed services/program to the overall organization, and identify the reporting relationship of each proposed staff position. Proposals that do not include the organization chart shall be deemed non-responsive.

***Financial Statements**

Proponent shall provide a complete financial statement based upon an audit that is not more than eighteen (18) months old by the time of the proposal submission deadline, certified by an independent certified public accountant, as well as a complete unaudited statement that is not more than three (3) months old by the time of the proposal submission deadline. These statements should clearly identify the financial condition of the Proponent's business entity as well as that of its corporate structure, if applicable. The financial statement will be used in determining the Proponent's financial condition, including the working capital position that would permit the Proponent to perform a contract of the size indicated by this RFP. All required financial statements must be prepared in conformity with Generally Accepted Accounting Principles (GAAP).

***Certification of Financial Support**

If the Proponent intends that another corporation and/or parent agency will provide financial support in any way to the contract, said corporation(s)/agency(s) involved must file a binding certification as to the extent of its (their) support. Such certification must be dated and signed by a corporate officer authorized to make such a commitment. If the corporation(s)/agency(s) intend(s) to be responsible for any or all operations of the Proponent, this must be certified. A Proponent that intends to provide for working capital through loans from financial or other institutions must supply a certified commitment from the institution that it will provide a specified maximum line of credit.

***Form of Business Organization**

Proponent must submit an affidavit sworn to and executed by the Proponent's duly constituted officers, containing the following information:

- The business name and legal form of the Proponent's business organization, i.e., proprietorship, partnership, corporation or combination.
- A detailed statement indicating whether the Proponent holds a controlling interest in any other organization or is totally or partially owned by another business, parent organization, or individual.
- A detailed statement indicating the relationship of the Proponent to any business, subsidiary organization, or individual that will be providing services, supplies, material or equipment to the Proponent or in any manner does business with the Proponent under this contract.
- Provide names of persons with whom your agency has been associated in business as partners or business associates in the last five years.
- If applicable, copy of partnership papers and/or joint venture agreements.

Proposals shall be signed by an authorized representative of each collaborative FRC partner agency.

Name of Proponent as specified in the Articles of Incorporation or State License:

Name and Title of Contact Person:

Agency Address, Telephone and Fax Numbers:

Contact Person's Address, Telephone and Fax Numbers, and E-mail Address:

FRC Name: _____

Annual Amounts requested for FY2020-23 contract term:

Address(es) Where Services will be Provided:

\$350,000 for FRC Services and

Proposed FRC Service Region to be Served (check one box per proposal):

\$87,500 for FS Services

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Lead Agency Information:

Employer Identification Number (EIN) _____ Or Tax Identification Number (TIN) _____

DUNS Number _____

For how many years has your agency conducted business under its present name? _____

For how many years did your agency conduct business under prior business name? List name(s) and dates(s) as applicable: _____

Compliance with Requirements of Request for Proposal:

Potential award will be based on the proposed services as detailed in Proponent's proposal. Any deviations of said proposal, other than those determined by the County to be in its best interest, may cause award to be made to the next qualified Proponent as determined by the County.

- ☐ Agency will comply with all requirements set forth in the Request for Proposal.
- ☐ Agency will comply with all requirements set forth in the Request for Proposal, with the following exceptions:

(Attach additional sheets as necessary)

Proposals not signed by every funded collaborative FRC partner organization will be rejected.

Lead Agency

I certify that the information provided in this proposal is true and correct to the best of my knowledge and represents the collaborative's proposal for the provision of the requested services. I have read and understand the contents of, and have authority to submit, the attached proposal on behalf of the above-named collaborative. **A copy of the Board Resolution authorizing this signature is attached.**

Signature: _____ Date: _____

Print/Type Name: _____ Title: _____

Applicant Organization Name: _____

Organization Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Type of Agency: ☐ Public ☐ Private Non-Profit ☐ Private For-Profit

FRC Partner (if applicable)

I certify that the information provided in this proposal is true and correct to the best of my knowledge and that I have been duly authorized by applicant's governing body or other authority to file this proposal. I have read and understand the contents of the attached proposal. **A copy of the Board Resolution authorizing this signature is attached.**

Signature: _____ Date: _____

Print/Type Name: _____ Title: _____

Applicant Organization Name: _____

Organization Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Type of Agency: ☐ Public ☐ Private Non-Profit ☐ Private For-Profit

FRC Partner (if applicable)

I certify that the information provided in this proposal is true and correct to the best of my knowledge and that I have been duly authorized by applicant's governing body or other authority to file this proposal. I have read and understand the contents of the attached proposal. **A copy of the Board Resolution authorizing this signature is attached.**

Signature: _____ Date: _____

Print/Type Name: _____ Title: _____

Applicant Organization Name: _____

Organization Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Type of Agency: ☐ Public ☐ Private Non-Profit ☐ Private For-Profit

Attach additional sheets as necessary, utilizing the same table format. Proposals shall include an authorized signature for **each** funded partner agency of the FRC.

If incorporated, attach Board of Directors resolution empowering the Corporate Officer identified above to act on behalf of the agency by his/her signature alone. If unincorporated, attach documentation identifying the person listed above as an Authorized Representative who may act on behalf of the agency by his/her signature alone.

An unsigned proposal will be subject to rejection.

Name of Proponent: _____

INSTRUCTIONS: In correlation with this RFP, complete the following tables in the order presented. One of the two options next to each table description must be checked. Begin with the most current experience. ***Limit your response to this Attachment D to no more than ten (10) pages. When responding to questions in Tables one through four, utilize the same table format. Pages that exceed page limit will not be evaluated or scored.***

Table One: Experience with the County of Orange

☐ Yes - See Below ☐ No Experience with the County of Orange

Proponent must list all contracts and briefly describe services it has provided in the past five (5) years for the County of Orange. In particular, Proponent must describe experience in providing services that are the same as or similar to those services being requested in the RFP.

Service Beginning and End Dates	Name and <u>Brief</u> Description of Services	Population Served	Dollar Amount of Contract	Location of Services (City, County & State)	Name of Awarding Agency (e.g. SSA, HCA)

Table Two: Experience with other than the County of Orange

☐ Yes - See Below ☐ No Experience with other than the County of Orange

Proponent must briefly describe all services provided in the past five (5) years, for entities other than County of Orange. In particular, Proponent must describe experience in providing services that are the same as or similar to those services being requested in the RFP.

Service Beginning and End Dates	Name and <u>Brief</u> Description of Services	Population Served	Dollar Amount of Contract	Location of Services (City, County & State)	Name of Awarding Agency

Table Three: Additional Experience

☐ Yes - See Below ☐ No Additional Experience

In addition to contracted service experience as described in Tables One and Two above, Proponent may briefly describe services provided in the past five (5) years that are the same as or similar to those services being requested in the RFP.

Service Beginning and End Dates	Name and <u>Brief</u> Description of Services	Population Served	Dollar or Budgeted Amount	Location of Services (City, County & State)

Table Four: Failure to Complete Contracts

☐ Yes - See Below ☐ No Failure to Complete Contracts

Proponent must state if it has failed or refused to complete a contract. If affirmative, Proponent must provide explanation for every instance. The definition of “*failure or refusal to complete a contract*” includes any contract that meets one or more of the following criteria: (1) The contractor terminated the contract early; (2) The contracting agency terminated the contract with cause as defined in the terminated contract; and/or (3) Terms of the contract were not fulfilled in their entirety, including meeting all goals and/or deliverables as described in the contract, with the exception of any requirements waived by the contracting agency.

Service Beginning and End Dates	Name and <u>Brief</u> Description of Services	Population Served	Dollar Amount of Contract	Location of Services (City, County & State)	Name of Awarding Agency/Entity
Explanation:					
Explanation:					

INSTRUCTIONS: Proponent must answer all of the following questions regarding its experience. Answer all of the following questions in the order presented, restating the number and question before each response. If a question does not apply to your agency, answer with a full negative response rather than stating "Not Applicable." Begin with the most current experience.

1. In reference to services included above in Tables 1-3, describe your organization's experience in providing services to the target population that are the same or similar to services required of this RFP. Include experience in the following four (4) categories:
 - a. Development
 - b. Implementation
 - c. Management
 - d. Evaluation
2. Describe your agency's experience in providing evidence-based practices/services to the target population.
3. Describe a minimum of two (2) challenges and/or barriers your organization encountered in encouraging families to participate in services and how they were resolved. Specify how successful these strategies were in engaging new families in services and how you successfully alleviated any stigmas concerning receiving services.
4. Describe a minimum of two (2) challenges and/or barriers your organization encountered in the delivery of services included above and how these were resolved. Specify what adjustments and/or improvements were made to service delivery as a result of what was learned.
5. Describe how your agency monitored its performance related to previous contracts and/or services and effectively corrected procedural case management issues, service delivery issues, and interagency conflicts, etc.
6. Describe your organization's experience and process in assessing and prioritizing the needs of clients served by your organization.
7. Describe how your organization has built and maintained relationships with community resource providers.
8. Provide your organization's approach in linking the target population to community resources and what follow-up steps were in place to ensure linkages were successful.
9. Describe your organization's experience in dealing with the child welfare system, probation system, and children's mental health system. Include your experience working with SSA and their clients (child welfare, CalWORKs, Medi-Cal, and CalFresh).
10. Describe your organization's experience in program and facility management of similar services to this RFP and your role and funded partner roles.

INSTRUCTIONS: In regards to this RFP and Proponent's understanding of services to be provided, Proponent must answer all of the following questions regarding its intended management of the services requested. Answer all of the following questions in the order presented, restating the number and question before each response. If a question does not apply to your agency, answer with a full negative response rather than stating "Not Applicable." Begin with the most current experience. ***Limit your response to this Attachment E to no more than ten (10) pages (excluding Attachment E-1). Pages that exceed page limit will not be evaluated or scored. References to text located in other documents (e.g., "see attached" or hyperlinks) will not be evaluated or scored.***

- A. Describe the composition of the service delivery model selected, including the organizations and which services they will be providing. If collaborative partners and/or subcontractor(s) are not yet identified, provide a detailed plan to establish partners/subcontractor(s) by start of the resulting contract term.

The following questions will be scored:

1. On Attachment E-1, identify the program director and management/administrative staff who, if awarded a contract, will be responsible for the overall administration of services to be provided, and provide justification for the assignment. If there is no current incumbent, specify "To Be Hired". Provide clear and concise support which demonstrates each incumbent has sufficient relevant knowledge, experience, and capabilities to effectively implement the project. Describe the role, responsibilities and weekly time commitment of each proposed management position. Include current resumes of all incumbents. Describe supervisory hierarchy to be implemented, specifying communication protocol between supervisor and those being supervised and how supervision/communication will be accomplished during absences or attrition of supervisory staff. The response in your proposal to this Question #1 should be, "See Attachment E-1".
2. On Attachment E-1, identify all non-management supervisory and direct services staff that, if awarded a contract, will be responsible for providing services to the target population. Provide clear and concise support which demonstrates each incumbent has sufficient relevant knowledge, experience, and capabilities to effectively provide services. Describe the role, responsibilities and weekly time commitment of each proposed position and include current resumes of all incumbents.
3. In regards to Attachment E-1, if all incumbents have not been determined, describe your agency's recruitment plan and timeline for each position. ***For this question, limit your response to no more than two (2) pages.***
4. Describe or include your agency's policies and procedures to recruit, hire and maintain culturally and linguistically appropriate staff which is representative of the target population and proposed service area. Include a description of direct staffs' training in cultural responsiveness and culturally sensitive service approaches which will be applied with the target population.
5. Describe how your agency's structure ensures effective management and administrative services of day-to-day operations. Include:
 - a. Description of the span of control for each position requiring supervision or oversight of personnel.
 - b. Complete information on existing and/or proposed local organizational structure within Orange County, and where applicable, outside Orange County.

- c. Relationship between the existing or proposed Orange County organization and the main office if the headquarters of the Proponent are located outside of Orange County.
6. Identify all project start-up activities and major ongoing activities which ensures no disruption in services and will best manage services to be provided. Include:
 - a. Hiring plan;
 - b. Training plan, , including, but not limited to, mandated child abuse reporting requirements, field safety, crisis intervention, and client confidentiality;
 - c. Assigning qualified and experienced management staff; and
 - d. Securing facility, if applicable.
7. Describe how your organization will implement and administer the delivery of the services specified in this RFP.
8. Describe how your organization plans to meet the goals and outcome objectives, as described in Paragraph 12.
9. Describe your methods of program evaluation, including quality assurance for both administration and service delivery.
10. Describe how management will monitor performance and effectively correct staffing and/or programmatic issues with collaborative partner(s), subcontractor(s), and/or non-funded partner(s).
11. Describe resource leveraging, in-kind collaborations, and long-term funding strategies for sustainability. Specify anticipated collaborations and/or grants based on service gaps and identified needs specific to your community.
12. Describe how the Lead Agency will ensure data collection and entry is accurately completed, and maintained, including staff responsible for these duties and an alternate contingency plan.

Complete the following table indicating all Management/Administrative staff, Non-Management Supervisory staff and Direct Service staff associated with Attachment E. Additional pages may be included provided pages utilize the same table format below.

Incumbent Name	Position/Title in Previous and Current Contracts or Projects	Years of Experience in Previous and Current Contracts or Projects	Relevant Education, Training, & Language Capability (<i>use bullet format</i>)
Management/Administrative Staff			
			•
<u>Brief Description</u> of Assignment, Role, Responsibilities and Weekly Commitment			
			•
<u>Brief Description</u> of Assignment, Role, Responsibilities and Weekly Commitment			
Non-Management Supervisory Staff			
			•
<u>Brief Description</u> of Assignment, Role, Responsibilities and Weekly Commitment			
			•
<u>Brief Description</u> of Assignment, Role, Responsibilities and Weekly Commitment			

Incumbent Name	Position/Title in Previous and Current Contracts or Projects	Years of Experience in Previous and Current Contracts or Projects	Relevant Education, Training, & Language Capability
Direct Service Staff			
			•
<u>Brief Description</u> of Assignment, Role, Responsibilities and Weekly Commitment			
			•
<u>Brief Description</u> of Assignment, Role, Responsibilities and Weekly Commitment			
			•
<u>Brief Description</u> of Assignment, Role, Responsibilities and Weekly Commitment			
			•
<u>Brief Description</u> of Assignment, Role, Responsibilities and Weekly Commitment			

DESCRIPTION OF SERVICES TO BE PROVIDED

Name of Proponent: _____

INSTRUCTIONS: Answer all of the following questions in the order presented, restating the number and question before each response. If a question does not apply to your agency, answer with a full negative response rather than stating "Not Applicable." ***Limit your response to this Attachment F to no more than thirty (30) pages. Pages that exceed page limit will not be evaluated or scored. References to text located in other documents (e.g., "see attached" or hyperlinks) will not be evaluated or scored.***

1. Describe a plan for how your FRC will deliver required core services and other services, as described in Subparagraph **Error! Reference source not found.** and identified in question #22 of this Attachment. Your plan should include how you intend to meet service objectives and requirements for each core service.
2. Provide detailed information on proposed facility location(s) and accessibility to public transportation.
3. Describe your outreach and marketing plan for FaCT FRC promotion and services.
4. Describe your strategies to recruit and retain Community Engagement Advisory Committee (CEAC)/Youth Action Council (YAC) members, including how these strategies will be effective, and how you will address any anticipated barriers.
5. Describe any unique and/or innovative features of your proposal that would enhance your organization's ability to provide quality services to your FRC's target population.
6. Using the table below, provide days and hours of FacT funded FRC service delivery. Identify any variances in weekly hours (e.g. open 8:00 a.m. to 12:00 a.m. on the first Saturday of the month).

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

7. Describe your plan to serve Family Stabilization referrals in a regionalized model. Include travel time, collaboration with other FRCs and co-location at CalWORKs regional offices.
8. Describe your process for addressing and expediting emergency housing assistance for Family Stabilization referrals.
9. Describe how your service delivery plan will:
 - a. Provide strength-based, family-friendly, and family-centered services.
 - b. Be conducted in a culturally responsive manner that is sensitive to literacy, language, and socio-cultural issues that may impact the participant.
 - c. Identify barriers relating to behavioral health and/or substance abuse issues and provide the appropriate referral.
 - d. Actively refer participants to needed services and follow-up to ensure that the referral was successful.
 - e. Maximize opportunities to provide integrated, coordinated, and easily accessible resources for participants.
 - f. Focus on identifying indicators that accurately reflect the client/family's progress towards stated service goals.

DESCRIPTION OF SERVICES TO BE PROVIDED

ATTACHMENT F

10. Describe your FRC's Case Management Team process, including engaging client and community partner participation, and service delivery.
11. Identify non-FaCT funded services to be offered at the FRC. Attach letters of support from non-FaCT funded organizations.
12. Describe your proposed **Case Management Team** service in the matrix below.

Which organization will provide this service? What is the relationship to the Lead Agency (partner or subcontractor)?
Number of unduplicated families to be served annually (Must meet requirements in Subparagraph 10.1):
Location where services will be provided:
Additional information Proponent would like to include to this service description:
FTE (Must meet minimum FTE as described in Subparagraph 10.1):
Staff position(s) responsible for providing this service and for data collection:

13. Describe your proposed **Counseling** service in the matrix below.

Which organization will provide this service? What is the relationship to the Lead Agency (partner or subcontractor)?
<p>Detailed description of how services will be provided. Proponent will have the discretion to determine the number of sessions per modality based on community needs:</p> <p>A) Crisis:</p> <p>B) Family:</p> <p>C) Group (include curriculum):</p> <p>D) Individual:</p>
Proposed number of sessions amongst all modalities, to include Crisis, Family, Group, and Individual counseling. The number of sessions may fluctuate between modalities throughout the year depending on community need. (Must meet minimum requirements specified in Subparagraph 10.2)
<p>Frequency and length of each modality listed below. Include details such as the number of weekly counseling sessions per client (e.g., weekly fifty (50) minute session for six (6) weeks); and number of group series (e.g., weekly ninety (90) minutes group sessions for six (6) weeks, four (4) series annually).</p> <p>A) Crisis:</p> <p>B) Family:</p> <p>C) Group:</p> <p>D) Individual:</p>

DESCRIPTION OF SERVICES TO BE PROVIDED**ATTACHMENT F**

Location where services will be provided:
Additional information Proponent would like to include to this service description:
FTE (Must meet minimum FTE as described in Subparagraph 10.2):
Staff position(s) responsible for providing this service and for data collection:

14. Describe your proposed **Differential Response (DR) Services** in the matrix below.

Which organization will provide this service? What is the relationship to the Lead Agency (partner or subcontractor)?
Location where services will be provided:
Additional information Proponent would like to include to this service description:
FTE (Must meet minimum FTE as described in Subparagraph 10.3):
Staff position(s) responsible for providing this service and for data collection:

15. Describe your proposed **Family Support Services** in the matrix below.

Which organization will provide this service? What is the relationship to the Lead Agency (partner or subcontractor)?
Proposed number of unduplicated families to be served annually (Must meet minimum requirements in Subparagraph 10.4):
Location(s) where services will be provided:
Additional information Proponent would like to include to this service description:
FTE (Must meet minimum FTE as described in Subparagraph 10.4):

16. Describe your proposed **Information and Referral Services** in the matrix below.

(To be provided by the Lead Agency)
Anticipated number of unduplicated clients to be served annually:
In the event of a vacancy, describe your plan to ensure position coverage with minimal disruption to the FRC:
Describe your plan to track the number and type referrals:

DESCRIPTION OF SERVICES TO BE PROVIDED

ATTACHMENT F

Describe your plan to follow up and track the success of client linkages. Include any anticipated barriers:

FTE (Must meet minimum FTE as described in Subparagraph 10.5):

Additional information Proponent would like to include to this service description:

17. Describe your proposed **Parenting Education** service in the matrix below.

Which organization will provide this service? What is the relationship to the Lead Agency (partner or subcontractor)?

Provide a detailed description of the proposed evidence-based parenting curriculum:
(Must meet minimum requirements in Subparagraph 10.6)

Provide the frequency and length of each parenting series. Include details such as the number of parenting classes per series and number of series per year.

Target population to be served (e.g., parents, children ages 0-12 years, youth ages 12-18 years, victims of domestic violence, reunifying families, adopting families, etc.):

Proposed number of unduplicated clients to be served annually:

Location(s) where services will be provided:

Additional information Proponent would like to include to this service description:

18. Describe your proposed **Personal Empowerment Program (PEP)** service in the matrix below.

Which organization will provide this service? What is the relationship to the Lead Agency (partner or subcontractor)?

Proposed number of unduplicated clients to be served annually (Must meet minimum requirements in Subparagraph 10.7):

Projected number of series or ongoing service, provided annually:

Location(s) where services will be provided:

Additional information Proponent would like to include to this service description:

19. Describe your proposed **Family Stabilization (FS) Family Support Services** in the matrix below:

Which organization will provide this service? What is the relationship to the Lead Agency (partner or subcontractor)?

DESCRIPTION OF SERVICES TO BE PROVIDED**ATTACHMENT F**

Number of unduplicated families to be served annually (Must meet minimum requirements in Subparagraph 10.8.1):
Location(s) where services will be provided:
Additional information Proponent would like to include to this service description:
FTE (Must meet minimum FTE as described in Subparagraph 10.8.1):

20. Describe your proposed **Family Stabilization (FS) Emergency Assistance** service in the matrix below.

Which organization will provide this service? What is the relationship to the Lead Agency (partner or subcontractor)?
Number of unduplicated families to be served annually:
Location(s) where services will be provided:
Additional information Proponent would like to include to this service description:

21. Describe your proposed **Family Stabilization (FS) Emergency Housing Assistance** service in the matrix below.

Which organization will provide this service? What is the relationship to the Lead Agency (partner or subcontractor)?
Number of unduplicated families to be served annually:
Location(s) where services will be provided:
Additional information Proponent would like to include to this service description:

22. Complete a Service Matrix for each proposed **Other Service(s)**, as described in Subparagraph **Error! Reference source not found..**

<i>Include additional service grids as needed.</i>
Title of Service: _____
Detailed description of service:
Which organization(s) will be providing this service and relationship to Lead Agency?
Target population to be served (e.g., parents, children ages 0-12 years, youth ages 12-18 years, reunifying families, adopting families, etc.):
Number of clients to be served:

DESCRIPTION OF SERVICES TO BE PROVIDED**ATTACHMENT F**

Projected/quantifiable number of client contact for service (i.e., number of classes, number of office or home visits, number of counseling sessions, number of events, etc.):

Location(s) where services will be provided:

Title of Service: _____

Detailed description of service:

Which organization(s) will be providing this service and relationship to Lead Agency?

Target population to be served (e.g., parents, children ages 0-12 years, youth ages 12-18 years, reunifying families, adopting families, etc.):

Number of clients to be served:

Projected/quantifiable number of client contact for service (i.e., number of classes, number of office or home visits, number of counseling sessions, number of events, etc.):

Location(s) where services will be provided:

Name of Lead Agency: _____

Proponents shall submit one budget for FRC Services and one for FS Services for each fiscal year of the contract term. Attachment G – Line Item Budgets and Attachment H - Budget Narratives shall be submitted based on the selected service delivery models:

Option #1 – Collaborative with Lead Agency

One (1) Attachment G – Line Item Budget and one (1) Attachment H – Budget Narrative is required for each partner agency. In addition, only one (1) combined Budget At A Glance is required for the collaborative as a whole.

Option #2 – Lead Agency with Subcontractor(s)

One (1) Attachment G – Line Item Budget and one (1) Attachment H – Budget Narrative is required for the Lead Agency.

Proponents must provide a separate line item budget for each of the following periods:

July 1, 2020 through June 30, 2021	Initial Contract Term
July 1, 2021 through June 30, 2022	Initial Contract Term
July 1, 2022 through June 30, 2023	Initial Contract Term
July 1, 2023 through June 30, 2024	First Renewal Option
July 1, 2024 through June 30, 2025	Second Renewal Option

Consider the following when completing Attachment G:

- Budgets for years two (2) through five (5) should reflect anticipated increases in hourly rates and monthly salaries. Please note the anticipated level of funding will remain the same throughout the term of the resulting contract.
- FTE = Amount of time employee works on this program as prescribed in (services section). State as a percentage based upon a forty (40) hour work week.
- Direct Service positions are defined as positions that provide face-to-face contact with clients. First line supervisors, with direct contact, may be included as direct service staff.
- Direct Service position bilingual pay and benefits are to be considered a direct service expense. Administrative Service position bilingual pay and benefits are to be considered an administrative expense.
- Administrative positions are defined as positions not providing services to clients. First line supervisor positions not required to provide direct face-to-face service shall be included as an Administrative position.
- All Indirect Costs, Program Costs, and/or Other Costs must be thoroughly described and justified.

Contract/Budget Modifications

Following contract award, the County and Provider may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without reducing the level of service to be provided by Provider or exceeding the County's maximum obligation. During the contract term, a Provider may request to reallocate funds between budgeted line items, for the purpose of meeting specific program needs, by utilizing a Contract/Budget Modification Request form provided by the County for consideration, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact as applicable to the current and subsequent fiscal years. The Provider

shall obtain advance written approval from the County any Contract/Budget Modification Request prior to implementation. Failure to obtain advance written approval for any proposed Contract/Budget Modification Request may result in disallowance of reimbursement for those costs.

The budget, which may be modified throughout the contract term, pursuant to the parameters described below in the paragraph titled Contract/Budget Modifications, will be in effect for each fiscal year. The maximum annual funding available is expected to remain unchanged for the duration of the contract term.

Contract/Budget Modification Requests will be considered within the following categories and parameters:

Category #1 (Client Related/Direct Expenses)

- Direct Service Salaries and Benefits
- Consultants and/or Subcontractor(s) providing services to, or on behalf of, clients/participants
- Participant Related Services (e.g., child care, emergency assistance funding, etc.)
- Direct Services Expense (e.g., life skills workshops and necessary expenses for a specific service)

Category #2 (Administrative Related Expenses)

- Administrative Salaries and Benefits
- Program Expense (e.g., childcare supplies, postage, audit, etc.)
- Operating Expenses (e.g., staff training, office supplies, telephone, mileage, insurance, etc.)
- Indirect Costs

Reallocation Parameters

1. Funds may shift within a category. For example, cost savings from a direct service position may be used to fund an increase in another position for additional counseling, or funds allocated to operating expenses may shift to program expenses.
2. Funds may not shift from Category #1 (Client Related/Direct Expenses) to Category #2 (Administrative Related Expenses).
3. Funds may shift from Category #2 to Category #1.
4. Direct Service Expense is defined as an expense required to provide goods or services for the direct benefit of participants/clients. Examples include, but are not limited to parent education handbooks, chore charts, art materials, water and snacks for participant consumption, incentives for clients to attend events, etc.
5. Program Expense is defined as an expense required for overall service delivery rather than an expense benefitting an individual participant. Examples include, but are not limited to marketing materials, display boards, educational DVDs and video equipment to broadcast, parent education curriculums, educational books/reference material to be used by staff, furniture, volunteer staff recognition events, etc.

BUDGET FOR THE PERIOD OF: _____

A. SALARIES AND EMPLOYEE BENEFITS

Salaries - List each position to be funded by this award.

Direct Service position bilingual pay and benefits are to be considered a direct service expenses.
Administrative Service positions' bilingual pay and benefits are to be considered an administrative expense.

Position Title/Incumbent's Name if known	FTE	Hours per Week	Maximum Hourly Rate	Monthly Salary	Annual Budget
Direct Service Positions					
<i>Counselor/John Doe</i>	<i>1.00</i>	<i>40.00</i>	<i>\$ 1.00</i>	<i>\$ 173.33</i>	<i>\$ 2,080.00</i>
Direct Service Positions - Bilingual (Specify Languages)					
<i>Counselor/Don Joe – English/Spanish</i>	<i>1.00</i>	<i>40.00</i>	<i>\$ 1.50</i>	<i>\$ 260.00</i>	<i>\$3,120.00</i>
Subtotal Direct Service position FTEs:	<i>2.00</i>	Subtotal All Direct Service Positions			<i>\$5,200.00</i>
Administrative Positions					
<i>Project Director/Jane Doe - Salaried</i>	<i>0.15</i>	<i>6.00</i>	<i>\$ 5.50</i>	<i>\$ 143.00</i>	<i>\$1,716.00</i>
Subtotal Administrative Position FTEs:	<i>0.15</i>	Subtotal All Administrative Positions			<i>\$1,716.00</i>
Total All Position FTEs:	<i>2.15</i>	Total Salaries All Positions			<i>\$6,916.00</i>

LINE ITEM BUDGET

Attachment D
ATTACHMENT G

Employee Benefits - List the type of employee benefit(s) and amount budgeted. Direct Service position bilingual pay and benefits are to be considered direct service expenses. Benefit items shown below are provided solely as examples.

Direct Service Staff		Annual Budget
Medical Insurance (Average)		\$
Dental Insurance		\$
Life Insurance		\$
Long Term/Short Term Disability		\$
Payroll Taxes		\$
401(k) Contributions		\$
Miscellaneous Benefits		\$
Other: (Specify)		\$
Subtotal All Direct Service Staff Benefits Direct Staff Benefits Percentage		\$
		%

Administrative Service positions' bilingual pay and benefits are to be considered administrative expenses.

Administrative Staff		Annual Budget
Medical Insurance (Average)		\$
Dental Insurance		\$
Life Insurance		\$
Long Term/Short Term Disability		\$
Payroll Taxes		\$
401(k) Contributions		\$
Miscellaneous Benefits		\$
Other: (Specify)		\$
Subtotal Administrative Staff Benefits Administrative Staff Benefits Percentage Total All Benefits Total Salaries for All Positions Plus Benefits		\$
		%
		\$
		\$

B. PARTICIPANT RELATED SERVICES AND EXPENSES

Services - List services and expenses necessary for the direct benefit of clients or participants. Specify if a service will be provided by a subcontractor. **The line items below are for example purposes only.**

Participant Related Services and Expenses	Annual Budget
CEAC (per Subparagraph 9.5, a minimum of \$500 is required)	\$ 500
Personal Empowerment Program (Subcontractor)	\$
Childcare	\$
Emergency Assistance	\$
Direct Service Expenses (see Page F-2 for definition)	\$
Other (Specify)	\$
Subtotal Participant Related Services	\$

C. ADMINISTRATIVE SERVICES AND SUPPLIES

List any program and operating expenses required to support the organization.

Program Expenses (see Page F-2 for definition)	Annual Budget
Marketing Material	\$
Childcare Supplies	\$
Other (Specify)	\$
Subtotal Program Expenses	\$

Operating Expenses	Annual Budget
Office Supplies	\$
Independent Audit	\$
Equipment (purchase/lease/rental)	\$
Facility Lease/Rent	\$
Subtotal Operating Expenses	\$
TOTAL ADMINISTRATIVE SERVICES AND SUPPLIES	\$
TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$

D. INDIRECT COSTS/PROGRAM INCOME/PROFIT

Categories	Annual Budget
Indirect Costs	\$
Other (Specify)	\$
TOTAL BEING REQUESTED	\$

E. ADMINISTRATIVE COST BREAKDOWN

Per Subparagraph 3.4 of the RFP, administrative costs are defined as those costs not solely related to direct services requested in this RFP. The purpose of the table below is to separate administrative cost and establish what percentage of the total proposed budget represents administrative cost.

INSTRUCTIONS: Copy, from Tables A through D above, to this Attachment G, each administrative cost line item and indicate in the spaces provided below the *Total of All Administrative Costs*, *Total Annual Budget Proposed* and *Percentage of Administrative Costs*.

Section	Line Item	Cost
A – Salaries and Employee Benefits		
	Subtotal	
B – Program Expenses		
	Subtotal	
C – Operating Expenses		
	Subtotal	
D – Indirect Costs		
Examples of indirect costs may include, but are not limited to, executive director oversight, technology services, facility/equipment leases, insurance, accounting, etc.		
	Subtotal	
Total of All Administrative Costs		\$
Total Annual Budget Proposed		\$
Percentage of Administrative Costs		%

F. REVENUE

1. List all of your agency's current and projected sources and amounts of revenue, including the program for which you are submitting a proposal, for the period July 1, 2020 through June 30, 2021. This information is required only for the first year of the contract. See Sample on the following page.

Revenue Source	Revenue Expiration Date	Annual Budget
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Revenue		\$

2. Allocate costs among all programs, using a cost ratio. Include the program for which you are submitting a proposal. Provide the same for years two and three, if they are different from year one. See sample on the following page.

Program	Ratio
	%
	%
	%
	%

100 %

LINE ITEM BUDGET (SAMPLE)**ATTACHMENT G****G. REVENUE**

List all of your agency's current and projected sources and amounts of revenue, including the program for which you are submitting a proposal, for the period July 1, 2020 through June 30, 2021.

Revenue Source	Revenue Expiration Date	Annual Budget
1. General Contributions	On-going	\$ 75,000.00
2. Fundraisers and Special Events	On-going	\$ 500,000.00
3. Endowment Revenue	On-going	\$ 200,000.00
4. DOL Grant – Transportation Services Contract	September 20, 2022	\$ 150,000.00
5. Regional Center of Orange County – Independent Living Skills Program Contract	June 30, 2025	\$ 500,000.00
6. Department of Rehabilitation – Supported Employment Services Contract	September 30, 2021	\$ 600,000.00
7. County of Orange/SSA – Child Abuse Intervention Services Contract (<i>proposal</i>)	June 30, 2021	\$ 85,000.00
Total Revenue		\$ 2,110,000.00

Allocate costs among all programs, using a cost ratio. Include the program for which you are submitting a proposal. Provide the same for years two and three, if they are different from year one.

<u>Program</u>	<u>Ratio</u>
General Contributions	4 %
Fundraisers and Special Events	24 %
Endowment Revenue	9 %
DOL Grant – Transportation Services	7 %
Regional Center of Orange County – Independent Living Skills	24 %
Department of Rehabilitation – Supported Employment Services	28 %
County of Orange/SSA – Child Abuse Intervention Services (<i>proposal</i>)	4 %
	100 %

BUDGET NARRATIVE**ATTACHMENT H****G. BUDGET AT-A-GLANCE (Completion is required)**

Directions: Using a table format, as shown below, include the individual budget amounts of each partner organization and/or subcontractor(s) and the collective totals of each line item. Separate budgets shall be completed for FRC and Family Stabilization (FS) programs.

FRC Budget

The table below is for example purposes only.

LINE ITEMS	Lead Agency	Partner	Subcontractor	Totals
Salaries - Direct Service Positions				
Community Engagement Coordinator	\$21,000			\$21,000
FRC Coordinator	\$57,000			\$57,000
I&R Specialist	\$37,000			\$37,000
CMT Clinical Supervisor		\$2,000		\$2,000
Counselor		\$39,000		\$39,000
Family Support Advocate (2.0 FTE)		\$81,000		\$81,000
Benefits	\$23,000	\$24,400		\$47,400
SUBTOTAL	\$138,000	\$146,400	\$0	\$284,400
Participant Related Services				
CEAC	\$500			\$500
Direct Service Expense	\$200			\$200
Emergency Assistance	\$500			\$500
Childcare Services			\$5,198	\$5,198
Out of School Time Program			\$5,860	\$5,860
Parenting Education			\$7,500	\$7,500
Personal Empowerment Program			\$6,000	\$6,000
SUBTOTAL	\$1,200	\$0	\$24,558	\$25,758
TOTAL DIRECT SERVICE EXPENSES	\$139,200	\$146,400	\$24,558	\$310,158
Salaries - Administrative Positions				
Program Director	\$2,150	\$2,028		\$4,178
Benefits	\$430	\$406		\$836
SUBTOTAL	\$2,580	\$2,434	\$0	\$5,014
Program Expenses				
Marketing Material	\$545	\$235		\$780
Educational Material	\$300			\$300
SUBTOTAL	\$845	\$235	\$0	\$1,080
Operating Expenses				
Facility Lease/Rental	\$5,580			\$5,580
Independent Audit	\$200	\$200		\$400
Insurance	\$205	\$190		\$395
Mileage	\$200	\$500		\$700
Office Supplies	\$1,020	\$725		\$1,745
Telephone	\$1,255	\$1,675		\$2,930
SUBTOTAL	\$8,460	\$3,290	\$0	\$11,750
Indirect Costs	\$13,648	\$8,350	\$0	\$21,998
TOTAL ADMINISTRATIVE SERVICES AND SUPPLIES	\$25,533	\$14,309	\$0	\$39,842
GRAND TOTAL	\$164,733	\$160,709	\$24,558	\$350,000

BUDGET NARRATIVE

Family Stabilization (FS) Budget

The table below is for example purposes only.

FAMILY STABILIZATION LINE ITEMS	Lead Agency	Partner/ Subcontractor	Partner/ Subcontractor	Totals
Salaries - Direct Service Positions				
FS Family Support Advocate	\$36,500			\$36,500
Benefits	\$7,300	\$0		\$7,300
SUBTOTAL	\$43,800	\$0	\$0	\$43,800
Participant Related Services				
FS Direct Service Expense	\$2,220			\$2,220
FS Emergency Assistance	\$4,160			\$4,160
FS Houring Emergency Assistance	\$24,200			\$24,200
SUBTOTAL	\$30,580	\$0	\$0	\$30,580
TOTAL FS DIRECT SERVICE EXPENSES	\$74,380	\$0	\$0	\$74,380
Salaries - Administrative Positions				
Program Director	\$2,100	\$0		\$2,100
Benefits	\$400	\$0		\$400
SUBTOTAL	\$2,500	\$0	\$0	\$2,500
Program Expenses				
Marketing Material	\$500	\$0		\$780
Educational Material	\$400			\$300
SUBTOTAL	\$900	\$0	\$0	\$1,080
Operating Expenses				
Mileage	\$800			\$800
Office Supplies	\$2,800	\$0		\$2,800
Telephone	\$1,100	\$0		\$1,100
SUBTOTAL	\$4,700	\$0	\$0	\$4,700
Indirect Costs	\$5,020	\$0	\$0	\$5,020
TOTAL FS ADMINISTRATIVE SERVICES AND SUPPLIES	\$13,120	\$0	\$0	\$13,120
GRAND TOTAL	\$87,500	\$0	\$0	\$87,500

BUDGET NARRATIVE

Name of Proponent: _____

This Attachment H, Budget Narrative, is to be completed in conjunction with Attachment G, Line Item Budget.

For each of the following periods, please provide a separate budget narrative to describe/justify the proposed budgets included on Attachment G.

July 1, 2020 through June 30, 2021 Initial Contract Term
 July 1, 2021 through June 30, 2022 Initial Contract Term
 July 1, 2022 through June 30, 2023 Initial Contract Term
 July 1, 2023 through June 30, 2024 First Renewal Option
 July 1, 2024 through June 30, 2025 Second Renewal Option

BUDGET NARRATIVE FOR THE PERIOD OF: _____

Describe/Justify each budgeted line item from Attachment G.

DIRECT SERVICE STAFF DETAIL

Provide requested information for all positions in line item budget, even if detailed elsewhere in your proposal. Include hourly rate ranges for the three-year contract term and for the first and second year renewal options. Use extra sheets if necessary.

TITLE/Incumbent's name if known	FTE	HOURLY RANGE
		\$ to \$
Duties		
Minimum Qualifications		
Justification for Position		

BUDGET NARRATIVE

Attachment D

ATTACHMENT H

TITLE/Incumbent's name if known	FTE	HOURLY RANGE
		\$ to \$
Duties		
Minimum Qualifications		
Justification for Position		

ADMINISTRATIVE STAFF DETAIL

Provide requested information for all positions in line item budget, even if detailed elsewhere in your proposal. Use extra sheets if necessary.

TITLE/Incumbent's name if known	FTE	HOURLY RANGE
		\$ to \$
Duties		
Minimum Qualifications		
Justification for Position		

BUDGET NARRATIVE

Attachment D

ATTACHMENT H

TITLE/Incumbent's name if known	FTE	HOURLY RANGE
		\$ to \$
Duties		
Minimum Qualifications		
Justification for Position		

OPERATING EXPENSES

Facilities Expense (Provide justification here and complete Facilities Expense Table below):

Per Attachment M, General Contract Provisions, Section 8, Use of County Property, Proponent may enter into a rent-free lease or license agreement with Administrator. As stated in the lease or license agreement, said office space, office furniture, and equipment shall be used solely by employees of Contractor while performing their assigned duties pursuant to the resulting contract.

Equipment-Lease/Rental:

Maintenance:

Utilities:

Insurance:

Other (Specify)

BUDGET NARRATIVE**ATTACHMENT H**

Indirect Costs/Program Income/Profit: Proponents who submit a budget that includes indirect costs, overhead, program income, contractor fees and/or profit must describe/justify each proposed amount. Include the specific formula(s) used in determining each cost.

INDIRECT COSTS/PROGRAM INCOME /PROFIT

Indirect Costs:

Program Income [*If applicable*]

Profit [*If applicable*]

Other (Specify)

Facilities Expense: In the space below, describe the basis for budgeting costs of program facilities and office space. Include leases, mortgages, and property tax, as applicable. If an allocation is made between the program applied for herein and another program, indicate the basis for this allocation. For example, if a program funded by Revenue Sharing occupies 1/3 of a leased space and the remaining space is occupied by the program applied for herein, an allocation of 2/3 of the lease cost may be indicated, based upon square footage.

	Total Facility	Proposed Allocation* for the Total Proposed Program
Gross Square Footage:		
Lease/Rent Expense:		
Mortgage Interest:		
Property Taxes:		
	Administrative	Program
*% OR \$ OF ALLOCATION ABOVE:		

BOARD OF DIRECTORS/ADVISORY BOARD**Attachment D
ATTACHMENT I**

Proponent must provide the following information regarding its Board of Directors and/or Advisory Board, as applicable. Indicate whether there are any vacancies. Use additional copies of this page as needed.

Name:	
Current Office:	
Occupation:	
Address:	
City/Zip:	
Telephone:	

Name:	
Current Office:	
Occupation:	
Address:	
City/Zip:	
Telephone:	

Name:	
Current Office:	
Occupation:	
Address:	
City/Zip:	
Telephone:	

Name:	
Current Office:	
Occupation:	
Address:	
City/Zip:	
Telephone:	

Name:	
Current Office:	
Occupation:	
Address:	
City/Zip:	
Telephone:	

Name:	
Current Office:	
Occupation:	
Address:	
City/Zip:	
Telephone:	

Name:	
Current Office:	
Occupation:	
Address:	
City/Zip:	
Telephone:	

Name:	
Current Office:	
Occupation:	
Address:	
City/Zip:	
Telephone:	

STATEMENT OF REFERENCES

Name of Proponent: _____

Proponent must provide names and addresses of three (3) current references. A minimum of two (2) of the references must be from organizations with whom the Proponent has had a contractual relationship for similar scope of services for some period during the past five (5) years. **NOTE: References from employees of SSA and retirees are not permitted.**

Contractual Relationship	<input type="checkbox"/> Yes <input type="checkbox"/> No	Dates of Services:
Organization's Name:		
Address:		
Contact Name and Title:		
Current Contact Phone and Email:		
Brief Description of Contracted Services Provided or Nature of Relationship:		

Contractual Relationship	<input type="checkbox"/> Yes <input type="checkbox"/> No	Dates of Services:
Organization's Name:		
Address:		
Contact Name and Title:		
Current Contact Phone and Email:		
Brief Description of Contracted Services Provided or Nature of Relationship:		

Contractual Relationship	<input type="checkbox"/> Yes <input type="checkbox"/> No	Dates of Services:
Organization's Name:		
Address:		
Contact Name and Title:		
Current Contact Phone and Email:		
Brief Description of Contracted Services Provided or Nature of Relationship:		

Agency Name and Address: _____

Agency Involvement in Litigation

Check YES or NO to the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the type of program involved as well as the potential impact on this program, if funded.

1. Has the Agency, or any of its current or past principal officers, been involved or associated in litigation with the County of Orange at any time? ☐ Yes ☐ No
2. Is the Agency or any of its principal officers involved in litigation now or at any time? ☐ Yes ☐ No
3. Is the Executive Director involved in litigation? ☐ Yes ☐ No
4. Are any members of the Board of Directors unable to be bonded? ☐ Yes ☐ No
5. Are any key staff members unable to be bonded? ☐ Yes ☐ No
6. Has the Agency or Project Director ever been cited for improper management? ☐ Yes ☐ No
7. Has the Agency or Project Director ever had public or foundation funds withheld? ☐ Yes ☐ No
8. Has the Agency, if nonprofit, ever had its nonprofit status revoked or withheld? ☐ Yes ☐ No
9. Has the Agency, Project Director, or any key staff member ever been involved in, or cited for, any civil rights violation? ☐ Yes ☐ No
10. Is the Agency presently debarred or ineligible for the award of funds by any Federal agency? ☐ Yes ☐ No

Response Section (Use extra pages, as necessary)

Proponent must specify any current and/or past litigation proceedings and indicate status, i.e., presently debarred or ineligible to receive award of funds from any federal agency.

Completed By: _____
Name and Title

CONFLICT OF INTEREST

Disclose any financial, business, or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County board member, officer, or employee, which could affect or influence award of the contract for the services you propose to provide.

Proponent must certify either Option 1 or 2 below:

1. Proponent certifies current/past financial, business, or other relationship with the above exists/existed as follows:

Use Additional Pages as Necessary

(Signature required)

OR

2. Proponent certifies that no relationship with the above exists/existed as outlined above.

(Signature required)

* Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency.

LITIGATION

Proponent must certify either Option 1 or 2 below:

1. Proponent certifies current/past litigation as follows:
 - a. Proponent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Proponent, or any company that holds a controlling interest in Proponent, against the County of Orange in the past seven (7) years.
 - b. Proponent shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractor(s), or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.

(Signature required)

OR

2. Proponent certifies that Proponent or any proposed subcontractor(s) do not have any past or current litigation.

(Signature required)

NAME/OWNERSHIP CHANGES

Proponent must certify either Option 1 or 2 below:

1. Proponent certifies past company name changes and/or ownership changes for Proponent's firm and any proposed subcontractor firm, as follows:
 - a. Proponent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.
 - b. Proponent shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years.

(Signature required)

2. Proponent certifies that Proponent or any proposed subcontractor(s) have not had any company name changes or ownership changes in the past seven (7) years.

(Signature required)

GENERAL CONTRACT PROVISIONS

Any and all contracts awarded will contain at least, but will not be limited to, said general contract provisions. Provisions are subject to change between the release of this RFP and implementation of the contract, and additional provisions may be added before the contract is submitted for approval by the Board of Supervisors.

1. ALTERATION OF TERMS

This Agreement, including any Exhibits attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2. STATUS OF CONTRACTOR

2.1 Contractor is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between County and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

2.2 Contractor, its agents, and employees, shall not be entitled to any rights and/or privileges of County employees and shall not be considered in any manner to be County employees.

3. DESCRIPTION OF SERVICES

3.1 Contractor agrees to provide those services, facilities, equipment, and supplies, as described and incorporated herein by reference. Contractor shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.

3.2 Subject to thirty (30) days advance written notice, Administrator may require changes in staffing allocations to reflect current workload demands or service needs as long as County's maximum obligation, as set forth in this Agreement, is not exceeded.

3.3 Upon the request of Administrator, Contractor shall send appropriate staff to attend an orientation session and subsequent training sessions given by the County.

4. LICENSES AND STANDARDS

4.1 Contractor warrants that it has all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, Contractor warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation,

compliance with laws applicable to sexual harassment and ethical behavior.

- 4.2 In the performance of this Agreement, Contractor shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), Title 45 of the Code of Federal Regulations (CFR), implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.
- 4.3 For federally funded Agreements in the amount of \$25,000 or more, Contractor certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.
- 4.4 Contractor shall cooperate with the CDSS on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect Prevention and Intervention Program, and shall comply, to the mutual satisfaction of the County and CDSS, with any and all reporting and evaluation requirements established by CDSS.

5. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

5.1 Delegation and Assignment

- 5.1.1 In the performance of this Agreement, Contractor may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of Contractor, or any change in the corporate structure, the governing body, or the management of Contractor, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Agreement requiring County approval.
- 5.1.2 County reserves the right to immediately terminate the Agreement in the event County determines that the assignee is not qualified or otherwise acceptable to County for the provision of services under the Agreement.

5.2 Change of Ownership

- 5.2.1 Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Agreement, and County agrees to an assignment of the Agreement, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume Contractor's duties and obligations contained in this Agreement and complete them to the satisfaction of County.

6. SUBCONTRACTS

- 6.1 Contractor shall not subcontract for services under this Agreement without the prior written consent of Administrator. If Administrator consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of Contractor to County. All subcontracts must be in writing and copies of same shall be provided to Administrator.

Contractor shall include in each subcontract any provision Administrator may require.

6.2 Subcontracts of \$50,000 or less

Contractor shall develop a standard form Purchase Order, subject to prior written approval of Administrator, to be utilized for the purchase of services by Contractor when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

6.3 Subcontracts in excess of \$50,000

6.3.1 Contractor shall develop and submit for approval to Administrator a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement. Contractor's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to Contractor; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

6.3.2 Upon Administrator's approval of Contractor's proposed procurement system, Contractor shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this Agreement. In addition, Contractor shall obtain Administrator's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement.

6.3.3 Contractor and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Agreement. Such records may be subject to the satisfaction of Administrator, and to the examination and audit by Administrator or designee, for a period of five (5) years, or until any pending audit is completed.

7. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

7.1 Form of Business Organization

Upon the request of Administrator, Contractor shall prepare and submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to Administrator, containing, but not limited to, the following information:

7.1.1 The form of Contractor's business organization, i.e., proprietorship, partnership, corporation, etc.

7.1.2 A detailed statement indicating the relationship of Contractor, by way of ownership or otherwise, to any parent organization or individual.

- 7.1.3 A detailed statement indicating the relationship of Contractor to any subsidiary business organization or to any individual that may be providing services, supplies, material, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

7.2 Change in Form of Business Organization

If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's relationship to other businesses dealing with Contractor under this Agreement changes, Contractor shall promptly notify Administrator, in writing, detailing such changes. A change in the form of business organization may, in the County's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

7.3 Name Change

Contractor must notify County, in writing, of any change in Contractor's status with respect to name changes that do not require an assignment of the Agreement. While Contractor is required to provide name change information without prompting from the County, Contractor must also provide an update to County of its status upon request by County.

8. USE OF COUNTY PROPERTY

- 8.1 County intends to permit Contractor the rent-free use of office space, office furniture, and office equipment located in any and all offices and County facilities at which Contractor shall be co-located with County staff pursuant to this Agreement, as is more particularly set forth in that certain lease or license agreement described in Subparagraph 8.2, below. As stated in the lease or license agreement, said office space, office furniture, and equipment shall be used solely by employees of Contractor while performing their assigned duties pursuant to this Agreement.
- 8.2 Contractor shall enter into a rent-free lease or license agreement with Administrator for facilities provided by Administrator and shall execute all terms and conditions of said agreement upon Administrator's presentation of said document to Contractor. Failure to execute the lease or license agreement will result in a breach of this Agreement.
- 8.3 Contractor is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at County facilities. County may, in its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to Contractor.

9. NON-DISCRIMINATION

- 9.1 In the performance of this Agreement, Contractor agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all

applicable federal or State laws.

- 9.2 Contractor shall furnish any and all information requested by Administrator and shall permit Administrator access, during business hours, to books, records, and accounts in order to ascertain Contractor's compliance with Paragraph 9 et seq.

9.3 Non-Discrimination in Employment

9.3.1 Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

9.3.2 All solicitations or advertisements for employees placed by or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

9.3.3 Contractor shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 Contractor shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. Contractor shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or

other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9 et seq.

9.4.2 Contractor shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs” (PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency
Program Integrity
Attn: Civil Rights Coordinator
P.O. Box 22001
Santa Ana, CA 92702-2001
Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services
Civil Rights Bureau
P.O. Box 944243, M.S. 15-70
Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf>
(Pub 470 - Your rights Under Adult Protective Services)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Programs>
(Pub 13 – Your Rights Under California Welfare Programs)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>
(SSA Contractor and Vendor Compliance page)

10. NOTICES

All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

County: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College Blvd., Suite 100
Orange, CA 92868

Contractor: *[Contractor Name]*
[Address Line 1]
[Address Line 1]
[Address Line 1]

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. The parties each may designate by written notice, from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

11. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

12. INDEMNIFICATION

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold U.S. Department of Health and Human Services, the State, County, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County INDEMNITEES"), harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by Contractor pursuant to this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County INDEMNITEES, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

13. INSURANCE

13.1 Prior to the provision of services under this Agreement, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Agreement have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with Administrator during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

13.2 Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Agreement shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein

for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Agreement. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Agreement for inspection by County representative(s) at any reasonable time.

- 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provisions(s) in the Agreement, agrees to all of the following:
- 13.4 In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agent's, employee's or subcontractor's performance of this Agreement, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 13.5 Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 13.6 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provisions shall be interpreted as though Contractor was an insurer and County was the insured.
- 13.7 If Contractor fails to maintain insurance acceptable to County for the full term of this Agreement, County may terminate this Agreement.
- 13.8 Qualified Insurer
 - 13.8.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 13.9 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- 13.10 The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven ((7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty	<i>Equal to Advance Payment Amount, as applicable.</i>

*Organizations with multiple contracts with County may be required to carry increased aggregate limits of coverage as determined by the CEO/Office of Risk Management.

13.11 Required Coverage Forms

13.11.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

13.11.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

13.12 Required Endorsements

13.12.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

13.12.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.12.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

- 13.12.2 The Network Security and Privacy Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
- 13.12.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds for its vicarious liability.
- 13.12.2.2 A primary and non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 13.13 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 13.14 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 13.15 The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.
- 13.16 Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this Agreement.
- 13.17 If Contractor's Network Security & Privacy Liability and/or Professional Liability, policies are a "claims made" policy, Contractor shall agree to maintain Network Security & Privacy Liability, and/or Professional Liability coverage for two (2) years following completion of this Agreement.
- 13.18 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 13.19 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Agreement.
- 13.20 If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or Administrator, award may be made to the next qualified proponent.
- 13.21 County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
- 13.22 County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice,

this Agreement may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

- 13.23 The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS OR SUITS

Contractor shall report to County, in writing within twenty-four (24) hours of occurrence, the following:

- 14.1 Any instance in which Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under this Agreement. While Contractor is required to provide this information without prompting from County, any time there is a change in Contractor's litigation status, Contractor must also provide an update to County whenever requested by County.
- 14.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.
- 14.3 Any third party claim or lawsuit filed against Contractor arising from or relating to services performed by Contractor under this Agreement.
- 14.4 Any injury to an employee of Contractor that occurs on County property.
- 14.5 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the term of this Agreement.
- 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom Contractor is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

- 15.1 Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.
- 15.2 Contractor shall notify County, in writing, of any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Agreement performance. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County whenever requested by County.

16. ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

17. SUPPLANTING GOVERNMENT FUNDS

Contractor shall not supplant any federal, State, or County funds intended for the purposes of this Agreement with any funds made available under this Agreement. Contractor shall not claim payment from the County for, or apply sums received from the County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or County funds under any federal, State, or County program without prior written approval of Administrator.

18. EQUIPMENT

18.1 All items purchased with funds provided under this Agreement, or which are furnished to Contractor by the County, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in County. The use of such items of Capital Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, Contractor shall immediately return any items of Capital Equipment to the County or its representatives, or dispose of them in accordance with the directions of Administrator.

Contractor further agrees to the following:

18.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.

18.1.2 To label all items of Capital Equipment, do periodic inventories as required by Administrator, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by Administrator. All such lists shall be submitted to Administrator within ten (10) days of any request therefore.

18.1.3 To report in writing to Administrator immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to Administrator.

18.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.

18.2 The purchase of any Capital Equipment by Contractor shall be requested in writing, shall require the prior written approval of Administrator, and shall fulfill the provisions of this Agreement which are appropriate and directly related to Contractor's services or activity under the terms of this Agreement. The County may refuse reimbursement for any costs

resulting from Capital Equipment purchased, which are incurred by Contractor, if prior written approval has not been obtained from Administrator.

18.3 Personal Computer Equipment

No personal computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof may be purchased with funds provided under this Agreement, regardless of purchase price, without prior written approval of Administrator. Any such purchase shall be in accordance with specifications provided by Administrator, be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4, and, at the sole discretion of Administrator, become the property of County upon termination of this Agreement.

19. BREACH SANCTIONS

19.1 Failure by Contractor to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event Administrator may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

19.1.1 Afford Contractor a time period within which to cure the breach, which period shall be established by Administrator; and/or

19.1.2 Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

19.1.3 Offset against any monies billed by Contractor but yet unpaid by the County those monies disallowed pursuant to Subparagraph 19.1.2 above.

Administrator will give Contractor written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

20. PAYMENTS

20.1 Allowable Costs

During the term of this Agreement, the County shall pay Contractor, monthly in arrears, for actual allowable costs incurred and paid by Contractor pursuant to this Agreement, as defined by applicable federal cost principles or as approved by Administrator. However, County, in its sole discretion, may pay Contractor for anticipated allowable costs that will be incurred by Contractor for June, during the month of such anticipated expenditure.

20.2 Advance Payment

Administrator may, in its sole discretion, advance to Contractor an amount(s) not in excess of 16.66 percent (16.66%) of the maximum obligation of County for the first twelve-month period of the Agreement, upon receipt of a written request(s). The request shall be accompanied by such justification as Administrator may require. Administrator may deduct any such advances from any one or more payments owed to Contractor prior to June 30, 2021. If, at the conclusion of this Agreement, there is a balance owing County, Contractor shall immediately refund said monies to County.

20.3 Claims

20.3.1 Contractor shall submit monthly claims to be received by Administrator no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend or County holiday, Contractor shall submit the claim the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

20.3.2 All claims must be submitted on a form approved by Administrator. Administrator may require Contractor to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that Contractor must submit shall be determined by Administrator and/or the County's Auditor-Controller. Contractor shall retain all financial records in accordance with Paragraph 25 of this Agreement.

20.3.3 Payments should be released by the County within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

20.4 Year End and Final Claims

20.4.1 Contractor shall submit a final claim for each County fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph 1, by no later than August 30th of each corresponding County fiscal year. Claims received after August 30th of each corresponding County fiscal year may, at Administrator's sole discretion, not be reimbursed. Administrator may modify the date upon which the final claim per each County fiscal year must be received, upon written notice to Contractor.

20.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 of the CFR and 2 CFR, Part 200 or Title 48 CFR Section 31.2, as applicable, incurred and paid by Contractor pursuant to the Agreement; limited, however, to the maximum obligation of the County. In the event that any overpayment has been made, the County may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, Contractor shall pay the County all such sums within five (5) business days of notice from the County. Nothing herein shall be construed as limiting the remedies of the County in the event an overpayment has been made.

21. **OVERPAYMENTS**

Any payment(s) made by the County to Contractor in excess of that to which Contractor is entitled under this Agreement shall be repaid the County, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, or as established by County procedure. Any overpayments made by the County which result from a payment by any other funding source shall be repaid, at the discretion of Administrator, to the County or the funding source. Unless

earlier repaid, Contractor shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by Contractor is collected from the County by the funding source, then Contractor shall reimburse the County within thirty (30) days thereafter and prior to any administrative appeal process. Contractor agrees to pay all costs incurred by the County necessary to enforce the provisions set forth in this Paragraph.

22. OUTSTANDING DEBT

Contractor shall have no outstanding debt with the County, or shall be in the process of resolving outstanding debt to Administrator's satisfaction, prior to entering into and during the term of this Agreement.

23. FINAL REPORT

Contractor shall complete and submit to Administrator a final report within sixty (60) days after the termination of this Agreement, which shall summarize the activities and services provided by Contractor during the term of this Agreement. Contractor and Administrator may mutually agree, in writing, to modify the date upon which the final report must be submitted. Any agreement must be in writing.

24. INDEPENDENT AUDIT

24.1 Contractor shall employ a licensed certified public accountant who shall prepare and file with Administrator an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with 31 USC 7501-7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If Contractor is not subject to the aforementioned regulations for any year covered during the term of this Agreement, Contractor shall provide Administrator an Independent Auditor's Report of Contractor's financial statements. The audit must be performed in accordance with generally accepted government auditing standards. Contractor shall employ a licensed certified public accountant who shall prepare and file with Administrator, an annual Independent Auditor's Report of Contractor's financial statements, in accordance with the CDSS MPP Section 23-640.2. The audit must be performed in accordance with generally accepted government auditing standards. Contractor shall cooperate with County, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

24.2 It is mutually understood that Contractor's yearly fiscal cycle covers July 1 through June 30. Contractor shall provide Administrator copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Agreement. Contractor shall provide each audit within fourteen (14) calendar days of Contractor's receipt. Failure of Contractor to comply with this Paragraph shall be sufficient cause for Administrator to deny payment under this or any subsequent Agreement with Contractor until such time as the required audit(s) are provided to Administrator. Administrator may modify Contractor's audit submission deadline upon notice to Contractor.

25. RECORDS, INSPECTIONS, AND AUDITS**25.1 Financial Records**

25.1.1 Contractor shall prepare and maintain accurate and complete financial records. Financial records shall be retained by Contractor for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending County, State, and federal audits are completed, whichever is later.

25.1.2 Contractor shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of Administrator.

25.2 Client Records

25.2.1 Contractor shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to Administrator.

25.2.2 Contractor shall keep all County data provided to Contractor during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending County, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless Contractor requests and County provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, Contractor shall relinquish control with respect to County data to the County in accordance with Subparagraph 42.2.

25.2.3 The County may refuse payment for a claim if client records are determined by the County to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, the County may treat such payment as an overpayment within the provisions of this Agreement.

25.3 Public Records

25.3.1 To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may be subject to public disclosure. County will not be liable for any such disclosure.

25.4 Inspections and Audits

25.4.1 The U. S. Department of Health and Human Services, Comptroller General of the United States, Director of the CDSS, State Auditor-General Administrator, the County's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of Contractor which any of them may determine to be pertinent to this Agreement. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

25.4.2 Contractor shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by Administrator.

25.4.3 In the event Contractor does not make available its books and financial records within the borders of Orange County, Contractor agrees to pay all necessary and reasonable expenses incurred by the County or the County's designee necessary to obtain Contractor's books and records.

25.4.4 Contractor shall pay to the County the full amount of the County's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to Contractor's failure to perform under this Agreement.

25.5 Evaluation Studies

25.5.1 Contractor shall participate, as requested by County, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor's services or provide information about Contractor's project.

26. PERSONNEL DISCLOSURE

26.1 Contractor shall make available to Administrator a current list of all personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to Administrator, in writing, along with a copy of a résumé and/or job application. The list shall include:

26.1.1 Names and dates of birth of all full or part-time personnel by title, including volunteer personnel, whose direct services are required to provide the programs described herein;

26.1.2 A brief description of the functions of each position and the hours each person works each week, or for part-time personnel, each day or month, as appropriate;

26.1.3 The professional degree, if applicable, and experience required for each position; and

26.1.4 The language skill, if applicable, for all.

26.2 Where authorized by law, and in a manner consistent with California Government Code §12952, Contractor shall require prospective employees to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective employee shall be cause for termination from the performance of services of this Agreement.

26.3 Where authorized by law, Contractor shall conduct, at no cost to County, a clearance on the following public websites of the names and dates of birth for all employees and/or volunteers who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

26.4 Where authorized by law, Contractor shall conduct, at no cost to County, a criminal record background check on all employees (direct service and administrative) funded through this

- Agreement and also all non-funded staff (e.g., volunteers, in-kind staff, etc.) who will have direct, interactive contact with clients served through this Agreement. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Agreement.
- 26.5 Contractor shall ensure that clearances and background checks described in Subparagraph 26.3 and 26.4 are completed prior to Contractor's personnel providing services under this Agreement.
- 26.6 In the event a record is revealed through the processes described in Subparagraphs 26.3 and 26.4, County will be available to consult with Contractor on appropriateness of personnel providing services through this Agreement.
- 26.7 Contractor warrants that all persons employed or otherwise assigned by Contractor to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. Contractor shall maintain records of background investigations and reference checks undertaken and coordinated by Contractor for each employee and/or volunteer assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending County, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 26.8 Contractor shall immediately notify Administrator concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any paid employee and/or volunteer staff performing services under this Agreement, when such information becomes known to Contractor. Administrator may determine whether such employee and/or volunteer may continue to provide services under this Agreement and shall provide notice of such determination to Contractor in writing. Contractor's failure to comply with Administrator's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, above.
- 26.9 County has the right to approve or disapprove all of Contractor's staff performing work hereunder, and any proposed changes in Contractor's staff.
- 26.10 County shall have the right to require Contractor to remove any employee from the performance of services under this Agreement. At the request of County, Contractor shall immediately replace said personnel.
- 26.11 Contractor shall notify County immediately when staff is terminated for cause from working on this Agreement.
- 26.12 Disqualification, if any, of Contractor staff, pursuant to Paragraph 26, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing

work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 28.1 Contractor certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Agreement.
- 28.2 In the case of an individual contractor or contractor doing business in a form other than an individual, Contractor agrees to furnish to Administrator within thirty (30) days of the award of this Agreement:
- 28.2.1 His/her name, date of birth, Social Security number, and residence address or
- 28.2.2 In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity.
- 28.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

Contractor shall establish a procedure acceptable to Administrator to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. Contractor shall require such employees, agents, and all other individuals performing services under this Agreement to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

31. CONFIDENTIALITY

31.1 Contractor agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder, relating to privacy and confidentiality, as each may now exist or be hereafter amended.

31.2 All records and information concerning any and all persons referred to Contractor by the County or the County's designee shall be considered and kept confidential by Contractor, and Contractor's employees, agents, subcontractors, and all other individuals performing services under this Agreement. Contractor shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign an agreement with Contractor before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement.

31.3 Contractor shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

31.4 Contractor agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

31.5 Contractor agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case law, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

31.5.1 No access, disclosure or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

31.5.2 Contractor must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through the child's County social worker.

32. SECURITY**32.1 Security Requirements**

32.1.1 Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this

Agreement. Contractor represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of County data, and to protect against unauthorized physical or electronic access to or use of County data. Such safeguards and controls shall include at a minimum:

- 32.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.
- 32.1.1.2 Control of access to physical and electronic records to ensure County data is accessed only by individuals with a need to know for the delivery of contract services.
- 32.1.1.3 Control to prevent unauthorized access and to prevent Contractor employees from providing County data to unauthorized individuals.
- 32.1.1.4 Firewall protection.
- 32.1.1.5 Use of encryption methods of electronic County data while in transit from Contractor networks to external networks, when applicable.
- 32.1.1.6 Measures to securely store all County data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure County data shall not be altered or corrupted without County's prior written consent. Contractor further represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

32.2 Security Breach Notification

32.2.1 Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance Contractor experiences or learns of that either compromises or could reasonably be expected to comprise County data through unauthorized use, disclosure, or acquisition of County data ("Security Breach"), Contractor shall immediately notify County of its discovery. After such notification, Contractor shall, at its own expense, immediately:

32.2.2 Investigate to determine the nature and extent of the Security Breach.

- 32.2.2.1 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
- 32.2.2.2 Report to County the nature of the Security Breach, the County data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what Contractor has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action Contractor has taken or will take to prevent future

similar unauthorized use or disclosure.

- 32.3 The County, in its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event County determines Contractor will conduct additional action(s), Contractor shall bear the costs. In the event County conducts additional actions(s) arising out of or in connection with a Security Breach, Contractor shall reimburse County for costs associated to legally required actions.

33. COPYRIGHT ACCESS

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

34. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition or agreement herein contained.

35. PETTY CASH

Contractor is authorized to establish a petty cash fund in an amount not to exceed two hundred and fifty dollars (\$250.00).

36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

- 36.1 County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
- 36.2 Contractor may develop and publish information related to this Agreement where all of the following conditions are satisfied:
- 36.2.1 Administrator provides its written approval of the content and publication of the information at least thirty (30) days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon by the Administrator;
- 36.2.2 Unless directed otherwise by Administrator, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal Government funds;

- 36.2.3 The information does not give the appearance that the County, its officers, employees, or agencies endorse:
- 36.2.3.1 Any commercial product or service; and,
 - 36.2.3.2 Any product or service provided by Contractor, unless approved in writing by Administrator; and
- 36.2.4 If Contractor uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, Contractor shall develop social media policies and procedures and have them available to the Administrator. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

37. REPORTS

- 37.1 Contractor shall provide information deemed necessary by Administrator to complete any State-required reports related to the services provided under this Agreement.
- 37.2 Contractor shall maintain records and submit reports containing such data and information regarding the performance of Contractor's services, costs, or other data relating to this Agreement, as may be requested by Administrator, upon a form approved by Administrator. Administrator may modify the provisions of this Paragraph upon written notice to Contractor.

38. ENERGY EFFICIENCY STANDARDS

As applicable, CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

39. ENVIRONMENTAL PROTECTION STANDARDS

- 39.1 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:
- 39.1.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
 - 39.1.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
 - 39.1.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

40.1 Contractor shall be in compliance with Section 319 of Public Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain, and Contractor must certify compliance utilizing a form provided by Administrator that cites the following:

40.1.1 The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph B of this certification.

40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that

40.1.2.1 No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

40.1.2.2 If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

40.1.2.3 He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

40.1.3 Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

41. POLITICAL ACTIVITY

Contractor agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

42. TERMINATION PROVISIONS

- 42.1 Administrator may terminate this Agreement without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited to, any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of the Contractor, discontinuance of the services for reasons within Contractor's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this Agreement that, in the reasonable opinion of County, indicate a willful or reckless disregard for County laws and regulations. Exercise by Administrator of the right to terminate this Agreement shall relieve the County of all further obligations under this Agreement.
- 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition Period"), Contractor agrees to cooperate with Administrator in the orderly transfer of service responsibilities, case records and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to County without alteration. Contractor also shall assist County in extracting and/or transitioning all data in the format determined by County.
- 42.3 In the event of termination of this Agreement, cessation of business by Contractor or any other event preventing Contractor from continuing to provide services, Contractor shall not withhold the County data or refuse for any reason to promptly provide to County the County data if requested to do so on such media as reasonably requested by County, even if County is then or is alleged to be in breach of this Agreement.
- 42.4 The obligations of the County under this Agreement are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of Contractor's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, Administrator may immediately terminate this Agreement, reduce the County's maximum obligation, or modify this Agreement, without penalty. The decision of Administrator shall be binding on Contractor. Administrator shall provide Contractor with written notification of such determination. Contractor shall immediately comply with Administrator's decision.
- 42.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

43. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed

by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

44. SIGNATURE IN COUNTERPARTS

- 44.1 The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement will have the same force and effect as if the original had been signed by all the parties.
- 44.2 Contractor represents and warrants that the person executing this Agreement on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

General Contract Provisions:

It is understood that the only General Contract Provisions that will be applicable to this solicitation and resultant contract(s) are those issued by the County of Orange, as they now exist or may be hereafter amended. Proponent acknowledges that she/he has read and agrees to all General Contract Provisions and requirements of this solicitation and resultant Agreement and indicates concurrence below. Any exceptions to the County's General Contract Provisions must be clearly stated in response to this solicitation under a separate section entitled "Exceptions." Any exception must include the details of the exception and the reasons for it. The County reserves the right to disqualify Proponents taking exception to its General Contract Provisions. Proponents taking exception after notice of award may be disqualified from award of contract as determined by County.

Exceptions (if none indicate as such):

Signature: _____ Date: _____

Print/Type Name: _____ Title: _____

EXHIBITS

KEY TERMS**EXHIBIT 1**

California Work Opportunity and Responsibility to Kids (CalWORKs) – CalWORKs is a public assistance program that provides cash aid and services to eligible families that have a child(ren) in the home.

Collaborative - A partnership of multiple agencies that strive to achieve positive outcomes for the populations they serve and build an interdependent system to address issues and opportunities. Collaboratives also share resources and responsibilities to jointly plan, implement, and evaluate programs to achieve common goals.

Community Engagement Advisory Committee (CEAC) - FRCs are required to develop a CEAC. The composition of each FRC's CEAC will vary, depending on the specific goals and services to be provided by the FRC. The CEAC should consist of community members such as parents, youths, teachers, businesses, religious community leaders, law enforcement, and city representatives.

Differential Response (DR) - A concept that child safety is a responsibility shared by the family, community, and child welfare agencies. DR's primary goal is to engage a greater number of families in services within the community without bringing them into the child welfare system and reduce the recurrence of child maltreatment. DR services are indicated when reported allegations meet statutory definitions of abuse or neglect yet an initial assessment made by SSA Children and Family Services (CFS) determines that with targeted services a family is likely to make needed changes to improve child safety.

Families and Communities Together (FaCT) – A public-private partnership that supports FRCs and provides program development and administration, funding, and training. FaCT receives Federal, State, County, as well as volunteer, in-kind support, and private donations.

Family Development Matrix (FDM) Tool – A strengths-based assessment tool used to guide the initial meeting between the Family Support Advocate (FSA) and a family. Using the FDM as the assessment guide allows for the FSA and the family to see a family's assets as well as areas that the family can strengthen. Using the FDM assures that no component of family functioning is overlooked.

FaCT FRC Network – Those Family Resource Centers (FRC) funded by FaCT.

Family Stabilization (FS) - The FS program provides needed services and constructive interventions for parents and assists in barrier removal for families facing difficult circumstances. The target population are CalWORKs recipients that are experiencing an identified situation and/or crisis that is destabilizing the family and would interfere with adult clients' ability to participate in Welfare-to-Work (WTW) activities and services.

Full-Time Equivalent (FTE) - The amount of time (stated as a percentage) an hourly position will be providing services under an agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid under an agreement, regardless of the number of hours actually worked.

Fiscal Year (FY) - State or County fiscal year begins on July 1st and ends on June 30th annually.

Incumbent - Staff that currently occupies a particular position.

Memorandum of Understanding (MOU) - A written, non-binding agreement between two organizations which describe an exchange of services or information, and can be financial or non-financial.

Military Families - Includes active service members, reservists, veterans (regardless of discharge status) and their children, spouses, partners and loved ones.

Provider - A funded or non-funded partner agency in partnership with the County that provides contracted services through a collaborative FRC agreement or an individual agency agreement.

Resource Family - The Resource Family is approved to provide care on a temporary (foster care) and/or permanent (adoption and legal guardianship) basis and includes all types of caregivers in the child welfare and probation systems formerly known as foster parents, approved relatives or approved Non--Relative Extended Family Member.

Youth Action Council (YAC) - Are comprised of adolescent youth who are interested in learning leadership and community engagement skills through community service opportunities, workshops, team building activities, and peer support.

FRC SERVICE NEEDS

EXHIBIT 2

Exhibit 2: FRC Service Needs

City by City Prevalence of Child Poverty and Child Abuse Referrals

Major Cities Designated Within FRC Service Regions	Child Population (0 - 17) by City 2012-16*	Children (0 - 17) Below Poverty Level 2012-16 Estimated**	Percentage of Children Below Poverty Level	Child Abuse Registry Referrals (Minus Info Only) 2017-18***	Child Abuse Registry Referrals (Minus Info Only) 2017-18 Percent of Child Population
Region 1:					
Garden Grove	40,353	8,808	21.83%	2,109	5.2%
Santa Ana	93,970	28,183	29.99%	7,703	8.2%
Westminster	19,088	4,172	21.86%	776	4.1%
Region 1 Total:	153,411	41,163	26.83%	10,588	6.9%
Region 2:					
Costa Mesa	23,218	3,669	15.80%	1,375	5.9%
Cypress	10,617	692	6.52%	398	3.7%
Huntington Beach	39,066	4,387	11.23%	1,596	4.1%
La Palma	3,179	355	11.17%	102	3.2%
Los Alamitos	2,807	390	13.89%	130	4.6%
Newport Beach	15,301	462	3.02%	459	3.0%
Seal Beach	3,147	135	4.29%	72	2.3%
Fountain Valley	11,310	1,293	11.43%	367	3.2%
Stanton	10,142	2,979	29.37%	549	5.4%
Region 2 Total:	118,787	14,362	12.09%	5,048	4.2%
Region 3:					
Irvine	54,752	5,172	9.45%	1,516	2.8%
Orange	30,907	5,984	19.36%	1,727	5.6%
Tustin	25,573	4,131	16.15%	1,118	4.4%
Yorba Linda	16,292	811	4.98%	471	2.9%
Region 3 Total:	127,524	16,098	12.62%	4,832	3.8%
Region 4:					
Brea	9,237	640	6.93%	23	0.2%
Anaheim	87,867	22,513	25.62%	6,922	7.9%
Buena Park	19,384	3,572	18.43%	1,040	5.4%
Fullerton	30,771	6,091	19.79%	1,564	5.1%
La Habra	15,104	3,144	20.82%	648	4.3%
Placentia	12,196	1,830	15.00%	579	4.7%
Region 4 Total:	165,322	37,158	22.47%	10,753	6.5%
Region 5:					
Aliso Viejo	13,030	493	3.78%	331	2.5%
Dana Point	5,379	269	5.00%	294	5.5%
Laguna Beach	3,881	213	5.49%	115	3.0%
Laguna Hills	6,239	889	14.25%	309	5.0%
Laguna Niguel	14,034	1,183	8.43%	447	3.2%
Lake Forest	18,452	1,801	9.76%	807	4.4%
Mission Viejo	19,519	1,249	6.40%	728	3.7%
Rancho Santa Margarita	13,340	857	6.42%	297	2.2%
San Clemente	15,373	1,212	7.88%	496	3.2%
San Juan Capistrano	8,624	1,739	20.16%	528	6.1%
Region 5 Total:	117,871	9,905	8.40%	4,352	3.7%
Region 1-5 Total:	682,915	118,678	17.38%	36,844	5.4%

*Source: Kidsdata.org

Prepared by: Shonika

**Source: Census.gov / American Community Survey

***Source: CWS-CMS

Note 1: For Silverado, Trabuco Canyon, Villa Park, Coto de Caza, Ladera Ranch, and Las Flores, city data were inconsistent and/or unavailable for at least one of the three categories (child population, children in poverty, or CAR referrals).

Note 2: Laguna Woods data were rolled into Laguna Hills data, Rossmore data were rolled into Los Alamitos data, North Tustin data were rolled into Tustin data.



CALWORKS SERVICE REGIONS

EXHIBIT 3

