REQUEST FOR PROPOSAL
FOR
RESPITE CARE SERVICES

County of Orange
Social Services Agency

October 4, 2012
RFP #FY1213-10
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Protest Periods

1 Written protests regarding the RFP and proposal specifications must be received no later than 5:00 p.m. on the fifth (5th) business day prior to the date that the proposals are due. Written protests regarding the recommended award must be received no later than 5:00 p.m. on the fifth (5th) business day following notice of award.
1. INTRODUCTION

The County of Orange Social Services Agency (SSA) is currently requesting proposals from private nonprofit organizations and/or public institutions of higher education with recognized expertise in the field related to child abuse prevention and intervention to coordinate and manage Respite Care Services for our client population.

“Respite Care” means the provision of prearranged child care when the parent(s) or guardian(s) or foster parent(s) is absent or incapacitated and a determination has been made that temporary in-home or out-of-home care is in the child’s best interest. Respite care services are offered as part of a case plan to allow temporary respite from parental duties, so that the parent(s) or guardian(s) or foster parent(s) is able to fulfill other responsibilities necessary to improve or maintain the parenting function. Respite care services cannot exceed seventy-two (72) hours per respite request and there must be a minimum of twenty-four (24) hours between each request for respite services. A child may receive up to five hundred and four (504) hours of respite care per twelve (12) month period. Respite care cannot be utilized for the purpose of routine, ongoing child day care.

Contingent upon approval by the Orange County Board of Supervisors, the County intends to award one (1) three-year contract with two (2) one-year renewal periods to the responsible Proponent whose proposal is determined to be the most responsive to the requirements of this Request for Proposal (RFP). The term of the resulting three-year contract will begin on or about July 1, 2013, and terminate on June 30, 2016, with the County retaining sole discretion to renew for two additional one-year terms, through June 30, 2018, without a competitive bid process, subject to contractor performance and continued funding.

The estimated amount available for each year of the three-year contract will be $165,409 per year for an estimated maximum amount of $496,227 for all three years. The County reserves the right to award a one-year contract through this RFP, which may be renegotiated and/or renewed, subject to contractor performance and continued funding, for four (4) additional one-year terms without a competitive bid process, at the sole discretion of the County. In the event of a one-year contract award, the estimated amount available for the first year is $165,409, and the estimated amount available for each additional one-year term is $165,409. No more than twenty-five percent (25%), which is $41,352 per year, shall be allocated for administrative costs, including salaries/benefits, supplies, program and operating expenses, and incidental expenses to providers. A minimum ten percent (10%) cash or in-kind match, which is $4,135, will be required for administrative costs.

The anticipated allocation for this service is approximate and tentative at this time, and may be increased or decreased.

The funding or portions of the funding for the contract 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 to be procured in the budget approved by the Orange County 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.
2. **COUNTY RESPONSIBILITIES**

2.1 The Children and Family Services (CFS) Division of SSA will maintain case management functions as required by California Department of Social Services (CDSS) regulations.

2.2 SSA, as Administrator, will also provide technical assistance and consultation in monitoring and evaluating the respite care services provided under the Agreement that results from this RFP.

3. **TARGET POPULATION**

3.1 Respite Care Services will be available to dependent and non-dependent infants, children, and adolescents, age birth (0) through nineteen (19) years, who reside in Orange County and meet any one of the following criteria:

3.1.1 Identified as at-risk of abuse and/or neglect and referred by Administrator to Proponent on Administrator approved referral form;

3.1.2 Foster children placed by Administrator in an Emergency Shelter Home (ESH), a licensed foster family home, Foster Family Agency (FFA) certified foster home, or a relative caregiver’s or non-relative, extended family member’s (NREFM) home exempt from licensure;

3.1.3 Children placed or awaiting placement at Orangewood Children and Family Center (OCFC) in Orange County;

3.1.4 Children referred by their birth parents, if children are considered to be at risk of abuse or neglect;

3.1.5 Birth child(ren) of foster parents in the home at the time respite services are to be provided to the foster child(ren);

3.1.6 Foster children who are physically disabled or handicapped, suffer emotional or behavioral disorders, be human immune deficiency virus (HIV)-positive, or exhibit severe health problems;

3.1.7 Non-Minor Dependent (NMD) in need of temporary respite care services due to special circumstances, such as a medical condition that requires adult supervision.

4. **DEFINITIONS**

4.1 **Children at risk** means children identified as being at risk of abuse and/or neglect.

4.2 **Developmentally Disabled/Handicapped (Level I)** means foster children with a history of an at-risk condition requiring early detection of deviations from normal physical growth and developmental milestones.

4.3 **Developmentally Disabled/Handicapped (Level II)** means foster children with a diagnosis or at-risk condition, which requires monitoring and/or special interventions.

4.4 **Developmentally Disabled/Handicapped (Level III)** means foster children with a diagnosis or at-risk condition, which requires close monitoring and/or frequent interventions.

4.5 **Developmentally Disabled/Handicapped (Level IV)** means medically fragile foster children having a diagnosis or at-risk condition that requires an extensive medical regime.
of continuous monitoring, frequent and daily interventions, and the aid of specialized medical equipment.

4.6 **Emergency Shelter Home (ESH)** means a licensed foster family home contracted with the County of Orange to provide short-term care for children for no more than thirty (30) days to prevent placement in foster care.

4.7 **Emotional/Behavioral Minimum** means foster children who require a greater degree of care and supervision than normal, due to educational problems, enuresis, hyperactivity, occasional emotional or behavioral problems, minimal brain dysfunction, or family visits causing significant problems for the child and caretaker.

4.8 **Emotional/Behavioral Moderate** means foster children who require frequent, special individual care and supervision due to ongoing aggressive or destructive behavior, daytime enuresis, encopresis, hyperactivity, frequent emotional or behavioral problems, minimal brain dysfunction, emotional problems resulting in serious peer relationship problems, attachment disorder behaviors, law violations, school problems, or substance abuse problems.

4.9 **Emotional/Behavioral Intensive** means foster children who require continuous supervision and special attention on a daily basis, based on the severity of one (1) or more of the conditions listed in Subparagraphs 4.7 and 4.8.

4.10 **Emotional/Behavioral Therapeutic** means foster children requiring continuous care and supervision on a daily basis in accordance with a professional treatment or behavior management plan and would otherwise require placement in a group home or institutional setting due to emotional or behavioral problems.

4.11 **Foster Child** means a child placed in an ESH, licensed foster family home, FFA certified foster home, or the home of a relative or NREFM exempt from licensure.

4.12 **FFA Certified Foster Home (FFA home)** means a home certified by a private, non-profit California Department of Social Services (CDSS) licensed foster family agency (FFA).

4.13 **Foster Family Home (FFH)** means a home licensed by the Orange County Social Services Agency (SSA) Licensing Division or CDSS for twenty-four (24) hour non-medical care and supervision.

4.14 **Limited Term In-Home Respite Care** means services available for a minimum of one (1) hour up to a maximum of seventy-two (72) hours per child per respite request, not to exceed five hundred and four (504) hours per year per child.

4.15 **Non-CFS Children** means children from the community who require respite services.

4.16 **Non-Minor Dependent (NMD)** means a foster child who has attained the age of eighteen (18) years while in foster care and is younger than nineteen (19) years as of January 1, 2012; younger than twenty (20) years as of January 1, 2013; or younger than twenty-one (21) years as of January 1, 2014. The NMD must meet at least one of the AB 12 participation requirements and must participate in a Transitional Independent Living Plan under the responsibility of COUNTY.

4.17 **Non-Relative Extended Family Member (NREFM)** means any adult who is not a family member, but who has an established familial or mentoring relationship with the child.

4.18 **Respite Care Program Administrator** means Provider’s administrative staff whose responsibilities include, but are not limited to, respite services management and coordination, provider recruitment and training, and liaison to Administrator.
4.19 Respite Care Provider means a SSA-licensed foster parent whose home is licensed or approved as a foster family home or licensed as a small family home; or a foster parent trained and certified by a licensed FFA and a person who has the responsibility for the provision of foster care pursuant to a court order or voluntary placement agreement.

4.20 Special Medical means foster children who have a medical condition that can rapidly deteriorate and result in permanent injury or death, or one that requires prescribed medical equipment or specialized in-home health care.

5. GENERAL REQUIREMENTS

5.1 Respite Care Services must be family-centered and family-friendly.

5.2 Respite Care Services must be culturally responsive to the population served. All direct service positions are required to have the ability to speak, read and write in English and in the specified language (i.e., Spanish) in which services are to be delivered.

5.3 Provider must comply with civil rights requirements, as described in Attachment L of this RFP, including posting current civil rights posters in the reception area of every office where SSA clients are served and making pamphlets and complaint forms available to SSA clients. Civil rights posters are available from the SSA Program Integrity/Civil Rights Coordinator, as described in Paragraph 8, Attachment L of this RFP. The pamphlets and complaint forms are available at the following website:

HTTP://EGOV.OCGOV.COM/OCGOV/SOCIAL%20SERVICES%20AGENCY/CONTACT%20US/CLIENT%20COMPLAINTS/CONTRACTORS%20AND%20VENDORS%20WITH%20PUBLIC%20CONTACT%20STAFF

5.4 In an effort to maintain public awareness of the “Safe Arms for Newborns” law (California Health and Safety Code Section 1255.7), Provider must post Safely Surrendered Baby posters (Pub 401 3/10) in the reception area of every office where SSA clients are served as well as educate its employees about the law, as described in Paragraph 30, Attachment L of this RFP. The materials are available from CDSS at the following website: http://www.babysafe.ca.gov/PG2693.htm

5.5 Provider may include in-kind donations in the proposed budget to provide as incentives to foster families for utilizing the program; however, costs incurred for this purpose will not be reimbursed.

5.6 Services must be accessible throughout the various regions of Orange County described as North, West, Central and South/Coastal region cities. Services must be convenient to families during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday. After-hour services, twenty-four (24) hours per day, seven (7) days per week, shall be available via pager and/or cellular telephone for emergency placements through an on-call respite coordinator or designee.

5.7 No minimum or maximum number of referrals is guaranteed, expressed or implied. Referrals may fluctuate in frequency and volume throughout the term of the contract.

5.8 Respite services may be authorized for a maximum period of seventy-two (72) consecutive hours (i.e., episode) per child per request. Beyond seventy-two (72) hours, respite services ends and the referred child(ren) shall be considered to be in placement status. At that time, Administrator will begin standard placement procedures.
5.9 Provider must attend Respite Workgroup meetings as scheduled by Administrator. Workgroup meetings will be scheduled on a quarterly basis, or as requested by Administrator.

5.10 Monthly statistical reports are due by the tenth (10th) calendar day of the month for the prior month’s services. Provider must use the monthly statistical report form provided by Administrator.

5.11 Provider will be responsible for documenting and keeping track of the start and ending dates of scheduled respite services for each child served to ensure the seventy-two (72) hour respite episode and maximum of five hundred four (504) hours per child per twelve (12) month period is not exceeded.

5.12 Provider will be required to appear and testify at Juvenile Court hearings, when subpoenaed.

5.13 Provider’s direct service staff must complete Administrator’s eight (8) hour training on CFS policies and procedures.

5.14 Provider must complete a Special Incident Report (SIR), in the event there is any incident of unusual, aggressive, or high-risk behavior by a foster parent, adoptive parent, and/or Respite Care Provider if there are any injuries suffered by any party during service delivery. Provider must use the SIR form provided by Administrator.

5.14.1 SSA social worker or supervisor must be notified immediately by telephone when an incident occurs.

5.14.2 SIR must be completed and submitted to the assigned social worker and Contract Administrator within one (1) business day of the incident.

5.15 Provider will not purchase any personal computers or components thereof under this Agreement.

6. SERVICES TO BE PROVIDED

6.1 Service Requirements:

6.1.1 Respite Care Providers are required to meet the following substitute care Provider (SCP) requirements prior to caring for children; tuberculosis screening clearance; Department of Justice fingerprint clearance; CPR and first-aid certification; and Child Abuse Registry (CAR) clearance.

6.1.2 Respite Care Services will be available on a twenty-four (24) hour basis to foster family homes, FFA homes, adoptive parents, relative caregivers, NREFMs, and high-risk parents without other child care resources, with the intent of allowing them “time-out” from child care responsibilities.

6.1.3 Provider’s Respite Care Program Administrator will be provided at least twenty-four (24) hours advance notice by foster family homes, FFA’s, adoptive parents, relative caregivers, NREFMs, birth parents, and/or Administrator’s staff to fulfill a respite request.

6.1.4 At Respite Care Program Administrator’s discretion, emergency requests may be accommodated with less than twenty-four (24) hour notice.

6.1.5 Provider will coordinate respite care services as appropriate for the needs of the referred child(ren), utilizing a list of licensed Respite Care Providers provided
by Administrator. Provider will not disclose or use the names or any information of the Respite Care Provider, in any manner, outside of the contract scope without the Contract Administrator’s written approval.

6.1.6 Provider will confirm arrangements with the requesting party in a timely manner. The requesting party will be responsible for transporting the child(ren) to and from the respite visit.

6.1.7 Provider will not reimburse a Respite Care Provider for respite services when arrangements for such services were not coordinated by the Respite Care Program Administrator.

6.1.8 Provider will conduct ongoing outreach and recruitment efforts to secure additional licensed foster parents as Respite Care Providers. These efforts shall include the following activities:

6.1.8.1 Interacting with Administrator’s Foster and Adoptive Family Recruitment Team and foster care licensing social workers.

6.1.8.2 Post recruitment notices in relevant print and/or online publications, such as CFS “Team Talk” newsletter and community and county newspapers or journals.

6.1.8.3 Provider will conduct speaking engagements at community and County events such as foster parent forums and support group meetings, family-focused community events, etc.

6.1.8.4 With prior written approval from Administrator, Provider may produce or purchase promotional items for distribution for outreach and recruitment of prospective Respite Care Providers.

6.1.9 Provider will be responsible for collaborating with Administrator to ensure that all Respite Care Providers are properly trained prior to rendering services.

6.1.10 Respite Care Program Administrator will conduct initial training for each new Respite Care Provider at a location mutually agreed upon.

6.1.11 At a minimum, Respite Care Providers must receive training in the following areas:

6.1.11.1 Locating available community resources for Respite Care Providers.

6.1.11.2 Explanation and review of the terms of the subcontract between Provider and Respite Care Provider.

6.1.11.3 Explanation of mandated child abuse reporting requirements and client confidentiality.

6.1.11.4 Review of forms to be completed by Respite Care Provider and submitted to Proponent.

6.1.11.5 Detailed description of the respite care process, from initial request for services through completion of the respite visit, and along with the monthly billing and payment procedures.

6.1.11.6 Reference to training available through Administrator.

6.1.12 In addition to the minimum training requirements indicated in Subparagraph 6.1.11.1 through 6.1.11.6, Provider shall ensure that Respite Care Providers
complete the required eight (8) hours of ongoing foster parent training. Provider will document completion of training for each Respite Care Provider.

6.1.13 Provider may include current and experienced Respite Care Providers as training presenters.

6.1.14 Provider shall make in-service training available to Respite Care Providers on an as-needed basis and shall work in collaboration with Administrator to select training topics and coordinate training schedules and locations.

6.2 **Payment Provisions and Rates:**

6.2.1 Respite care services must be coordinated by the Respite Care Program Administrator in order to qualify for County reimbursement. Provider shall not reimburse when respite services are arranged directly between the requestor (foster parent, adoptive parent, etc.) and Respite Care Provider.

6.2.2 Wraparound Program providers will refer dependent children for respite care services when respite is included in the Wraparound Family Plan. The Wraparound Program will be charged according to the Respite Care Services contract rates, based upon the child’s age and behavioral, emotional, or medical conditions.

6.2.3 Respite care rates will be charged hourly for the first three (3) hours. A “day rate” will be charged after the first three (3) consecutive hours of care.

6.2.4 Respite care rates will vary based upon the child’s age and whether there are behavioral, emotional, or medical conditions that require a higher level of care.

6.2.5 Provider will utilize Administrator’s respite care rate schedule, pursuant to the authority of the State of California, to determine appropriate respite care rates.

6.2.6 Administrator may change rates when such changes are adopted by and pursuant to the authority of the State of California. Administrator will notify Provider of any changes to the respite care rates.

6.2.7 Foster family homes that use respite services shall pay Provider directly at the conclusion of the respite visit. Payment for children referred by Administrator shall be made monthly in arrears by Administrator to Provider.

6.2.8 Provider shall request respite care recipients to pay for services rendered within thirty (30) calendar days of service completion. Administrator may waive this requirement upon Provider’s request under special circumstances.

6.2.9 Provider must submit monthly invoices and supporting documentation, in arrears, to Administrator for claim reimbursement.

6.2.10 Provider will develop and maintain a comprehensive database system to monitor monthly reimbursement for each Respite Care Provider.

Provider will maintain a confidential database history of respite care services provided to children. Upon contract termination, or notice thereof, Provider agrees to relinquish all information on the database to Administrator.

6.2.11 Provider may authorize reimbursement up to a maximum of fifty dollars ($50) per respite visit to Respite Care Provider for incidental expenses incurred, as listed below. Reimbursement beyond the fifty dollars ($50) will be at the discretion of Administrator.
6.2.12 Respite Care Providers shall submit signed and dated receipts for the following types of incidental expenses incurred for a child in respite:

6.2.12.1 Minor medical care, if child is not covered by Medi-Cal.
6.2.12.2 Diapers.
6.2.12.3 Baby formula.
6.2.12.4 Clothing.
6.2.12.5 Latex gloves.

6.2.13 Provider may reimburse mileage expenses incurred by the Respite Care Provider when transporting children during a respite visit. Mileage reimbursement is allowable by the Internal Revenue Service for transportation for the following reasons:

6.2.13.1 To and from school;
6.2.13.2 To and from medical and dental appointments;
6.2.13.3 Court ordered visitations during respite visit;
6.2.13.4 Emergency respite requests.

6.3 Reporting Requirements

6.3.1 Provider will prepare and submit to Administrator a monthly statistical report by the tenth (10th) calendar day of the month, for services provided in the prior month. The monthly statistical report will be submitted on a form provided by Administrator and will include, but not be limited to, total of all hours of respite care provided, number of hours provided by each Respite Care Provider, number of children in respite, number of families that received respite.

6.3.2 Provider will collaborate with Administrator to establish and meet performance outcomes as they may be developed and implemented.

6.4 Staffing Requirements:

6.4.1 Respite Care Program Administrator

Minimum Qualifications:

6.4.1.1 Minimum of two (2) or more years of experience working with families and children in a human services field.
6.4.1.2 Minimum of two (2) years of college with coursework in a human services field and basic accounting.
6.4.1.3 Ability to work effectively with Administrator’s staff, foster families, FFAs, relatives and NREFMs.
6.4.1.4 Effective telephone and interpersonal communications skills.
6.4.1.5 Familiarity with the dependency system and Administrator’s organizational structure.
6.4.1.6 Experience working with the foster care system.
6.4.1.7 Proficient in Microsoft Word, Excel and Access.

Duties:
6.4.1.8 Coordinate short-term respite care, as requested.

6.4.1.9 Follow-up with foster parents after a scheduled respite visit to verify services were provided.

6.4.1.10 Conduct ongoing efforts to recruit licensed foster parents and other individuals who meet the criteria to become Respite Care Providers.

6.4.1.11 Ensure that Respite Care Providers hold current foster care licenses and have completed the required eight hours (8) of training.

7. **PROponent INFORMATION**

7.1 **Requirements**

Responses to this RFP must be according to the format, content and sequence set forth in Paragraph 8 of this RFP.

Proposals must be signed by an authorized representative of the Proponent. Proponents shall include a copy of a Board Resolution authorizing a representative of its organization to sign the proposal and/or subsequent agreement. Proposals without an original, authorized signature will be rejected.

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.

Proposals are not to be marked as confidential or proprietary. Proposals submitted in response to an RFP are subject to public disclosure as permitted by the California Public Records Act and State regulations. Additionally, all proposals shall become the property of the County. 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 shall become part of the public record and subject to disclosure without further notice to the Proponent. Proposals should not include personal identifier information in resumes or other documents such as social security numbers, dates of birth, criminal clearance documents, etc. The County shall not in any way be liable or responsible for the disclosure of any such records.

Any proposal may be rejected 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 A (Agency Summary). The County reserves the right to accept any part of the proposal and not be 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, at 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. Reasons for rejecting any proposal will be supplied to the Proponent. 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 23-614.11 – 23-614.17. All Proponents will be notified in writing of the specific reasons for such cancellation.

Applicants should follow Generally Accepted Accounting Principles (GAAP) and standards when developing line item budgets.
The County reserves the right to seek additional proposals beyond the final submission date, if, in the County's sole discretion, the proposals received do not meet with the approval of the County.

Proposals must be valid for a minimum of one hundred twenty (120) days from the due date of this RFP.

Although cost is a major consideration, the County may choose not to award the contract to the Proponent who submits the proposal with the lowest cost.

Selected Proponents shall not have any outstanding debt with SSA, or shall be in the process of resolving outstanding debt to SSA’s satisfaction, prior to entering into and during the term of resulting agreement.

Proponents who submit a budget that includes indirect costs, overhead, contractor fees, and/or program income must itemize and include a formula(s) for determining each cost. In all cases, whether the Proponent is a for-profit or non-profit organization, the Proponent must adhere to Federal cost principles in the determination of indirect cost rates and adhere to audit requirements.

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.

7.2 Questions

7.2.1 The County has attempted to provide all information available with regard to the service components referenced in this RFP. It is the responsibility of each Proponent to review, evaluate and, where necessary, request any clarification of information.

7.2.2 Questions must be submitted through BidSync (Question and Answer section) by no later than 4:00 p.m. on Thursday, October 15, 2012.

7.2.3 The Online Pre-Bid Conference referenced in Subparagraph 7.3 will present the last opportunity to ask questions.

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

7.2.5 Proponents are directed to submit questions only as instructed above. Proponents may not contact the Contract Administrator listed above or any other SSA staff directly in regards to this RFP.

7.3 Online Pre-Bid Conference

7.3.1 An Online Pre-Bid Conference has been scheduled for October 18, 2012 at 10:00 a.m. This online conference will be a real-time conversation with all interested Proponents in a chat room, hosted on the BidSync site. Representatives of SSA will open the online conference with an introductory statement and remain available to respond to questions until 11:30 a.m.

7.3.2 A transcript of the online conference will be posted on BidSync and will remain available for review through the proposal submission deadline of 4:00 p.m. on November 1, 2012. As referenced in Subparagraph 7.2.3, no questions will be answered after the Online Pre-Bid Conference, and any pending answers to questions from the conference will be posted via BidSync no later than 4:00 p.m. on October 22, 2012.
8. INSTRUCTIONS FOR SUBMISSION AND EVALUATION OF PROPOSALS

Proposals will be evaluated and selected through a competitive process. The County will consider the submittal of a proposal to constitute an agreement by the Proponent to all provisions and conditions included in this RFP. Proponents are to submit any and all questions pertaining to this RFP as instructed in Subparagraph 7.2 above.

Note: It is each Proponent's responsibility to ensure that they have received all changes and modifications to the RFP. All changes and modifications to the RFP will be posted on BidSync. It is the Proponent's responsibility to register with BidSync and to keep 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 materials sent via BidSync.

8.1 Due Date:

The proposal package described in Subparagraph 8.3 below, must be received on or before **4:00 p.m. on November 1, 2012**. Proposals must be delivered to:

County of Orange Social Services Agency
Contract Services
Attn: La Wanda Crawley, Contract Administrator
888 N. Main Street
Santa Ana, CA 92701

**NO PROPOSAL WILL BE ACCEPTED AFTER THIS DATE AND TIME.**

8.2 Evaluation Criteria

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

8.2.1 Related Direct Service Experience (Attachment B)

Maximum........................................30 points

In reviewing related direct service experience, consideration will be given to the extent to which:

- Proponent demonstrates history of successfully providing same or similar services to the target population through contracts with the County of Orange.
- Proponent demonstrates history of successfully providing same or similar services to the target population through contracts with other than the County of Orange.
- If applicable, Proponent justifies failed or incomplete contracts.
- If applicable, Proponent provides history of same or similar services to the target population aside from services indicated on table One and/or Two.

8.2.2 Prior Program Management Experience (Attachments C and C–1)

Maximum........................................20 points
In reviewing prior program management of related direct service experience, consideration will be given for the extent to which:

- Proponent, and if applicable, partnering agency/ies (including partners and/or subcontractors), demonstrates history of relevant experience and expertise with administration, development, implementation, management, and evaluation of Respite Care Services.

- Proponent, and if applicable, partnering agency/ies, demonstrates history of possessing the organizational capability to fulfill its assigned roles and functions effectively.

- Director and key staff demonstrate sufficient relevant knowledge, experience, and capabilities to effectively institute and manage related direct service experience. The role, responsibilities and time commitments of each proposed management staff position, [including consultants, subcontractors and/or partners if applicable], are clearly defined and appropriate to projects.

- Proponent demonstrates it implemented a sound management plan in achieving the objectives of related services on time and within budget, including clearly defined responsibilities, timelines, for accomplishing tasks and ensuring quality. Proponent clearly defines the role and responsibilities of the management staff and clearly describes the effective management and coordination of activities which were carried out.

8.2.3 Planned Program Management of Direct Services to be Provided (Attachments D, D-1 and D–2)

- Maximum..........................................15 points

In reviewing planned program management of direct service to be provided, consideration will be given for the extent to which:

- Proponent, and if applicable, partnering agency/ies (including partners and/or subcontractors), makes evident it can apply relevant experience and expertise to successfully administer, develop, implement, manage, and evaluate the services to be provided in accordance to this RFP.

- Proponent, and if applicable, partnering agency/ies, demonstrates it possesses the organizational capability to fulfill its proposed roles and functions effectively, and successfully implement and sustain services to be provided in accordance to this RFP.

- Proponent demonstrates it possesses and can implement a sound management plan to achieve the objectives of services to be provided in accordance to this RFP, on time and within budget, including clearly defined responsibilities, timelines, for accomplishing tasks and ensuring quality. Proponent clearly defines the role and responsibilities of the management staff and clearly describes the effective management and coordination of activities which are to be carried out.

8.2.4 Direct Services to be Provided (Attachment E)

- Maximum........................................15 points

In reviewing services to be provided, consideration will be given to the extent to which:
Proponent demonstrates a clear understanding of the required services, objectives and
desired outcomes, and how Proponent will deliver services and contribute to
achieving the objectives and desired outcomes

Proponent presents a comprehensible description of proposed services including
clearly defined tasks and implementation plan.

Proponent demonstrates a clear understanding of the target population and the need to
implement desired services to the target population.

Proponent presents a clear statement of goals and measureable objectives or steps for
reaching these goals.

Proponent’s service delivery is innovative and would contribute to increased
knowledge or understanding of the problems and issues addressed by this RFP.

8.2.5 Budget (Attachments G and H)
Maximum.............................................20 points

In reviewing the cost of service, budget and budget narrative, consideration will be given
to the extent to which:

- Proposed costs are reasonable, thoroughly justified, and appropriate in view of the
  activities to be conducted and expected results and benefits.
- Proponent has sound knowledge of accepted budgeting and accounting practices as
evidenced by sufficient line item detail to indicate such knowledge.
- There is a clear link between the proposed activities in the project narrative and
  proposed budget items.
- Proposed cost does not exceed the established budget limit and encompasses the
  entirety of service delivery.
- Proposed budget provides clear basis for the computation of all line items.

8.3 Evaluation Criteria

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

8.3.1 Related Direct Service Experience (Attachment B)
Maximum.............................................30 points

8.3.2 Prior Program Management Experience (Attachments C and C-1)
Maximum.............................................20 points

8.3.3 Planned Program Management of Direct Services to be Provided (Attachments
D, D-1 and D-2)
Maximum.............................................15 points

8.3.4 Direct Services to be Provided (Attachment E)
Maximum.............................................15 points

8.3.5 Budget (Attachments G and H)
Maximum.............................................20 points
8.4 Proposal Package

8.4.1 Proponents must submit an entire set of two (2) originals and seven (7) copies, nine (9) total.

Each of the two (2) original proposals must be submitted in a three-ring binder.

8.4.2 The required documents identified in Subparagraph 8.4.5 must be submitted in the order listed on the Required Documents Checklist (Attachment I). Please refer to Attachment I for the documents to be included in the two (2) original proposals, and those to be included in the seven (7) copies.

8.4.3 Proposal packages must be sequentially numbered throughout. In the seven (7) copies, a placeholder noting the page numbers in the original copies may be inserted for the documents required to be included in the two (2) original proposals only.

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

8.4.5 Required Documents:

8.4.5.1 Agency Summary (Attachment A)

Authorized signature required on Attachment A.
Pursuant to 2 CFR section 180.300, the County must ensure any organization awarded a contract under this RFP is not debarred or suspended from federal financial assistance programs by any federal department or agency. Proponent must provide their organization’s exact legal name and Employer Identification Number (EIN) or Tax Identification Number (TIN) as submitted to the Internal Revenue Services when applying for an EIN or TIN.

8.4.5.2 Related Direct Services Experience (Attachment B)

8.4.5.3 Prior Program Management Experience (Attachments C and C-1)

8.4.5.4 Planned Program Management of Direct Services to be Provided (Attachments D and D-1)

8.4.5.5 Direct Services to be Provided (Attachments E)

8.4.5.6 Statement of References (Attachment F)

8.4.5.7 Budget/Cost of Service

This paragraph should indicate that proposed costs are reasonable and must show a clear explanation of expenditures (bilingual counseling positions must be specified) including:

- Line Item Budget (Attachment G)
- Budget Narrative (Attachment H)

8.4.5.8 Agency Litigation Involvement/Debarment (Attachment I)

Provide Agency Litigation Involvement form (Attachment I) responding to any past and/or current litigation proceedings with your
agency. Indicate status of your agency, i.e., presently debarred or ineligible for the award of funds by any federal agency.

8.4.5.9 Board of Directors/Advisory Board (Attachment J)

8.4.5.10 Required Documents Checklist (Attachment K)

8.4.5.11 General Contract Provisions and Signature Page (Attachment L)

8.4.5.12 Organizational Structure, Including Organization Chart

Provide complete information regarding your existing and/or proposed local organizational structure within Orange County and, where applicable, outside Orange County. An organization chart must be provided.

When the headquarters of the Proponent are located outside of Orange County, show the relationship between the existing or proposed Orange County organization and the main office.

8.4.5.13 Certificates of Insurance

The Proponent must submit evidence with the proposal that it has or can obtain all insurance required in Paragraph 12 of Attachment L of this RFP, with certificates of insurance evidencing the required coverage.

8.4.5.14 Financial Statements

Agencies need to 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).

8.4.5.15 Certification of Financial Support

If the Proponent intends that another corporation(s) and/or parent organization will provide financial support in any way to the contract, the other organization(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 other organization(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.

8.4.5.16 Form of Business Organization

The Proponent must prepare and 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 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 Agreement.
- One copy of the Proponent's articles of incorporation and bylaws, and any partnership papers and/or joint venture agreements, if applicable.
- Names and addresses of the Advisory Board and/or Board of Directors with brief statement of their qualifications. Indicate whether there are any vacancies.

8.4.5.17 Affirmative Action Plan

8.4.5.18 Service Delivery Client Grievance Procedure

8.4.5.19 Authorized person(s) to file Proposal and Sign Contracts

8.4.5.20 Policy on Confidentiality

8.4.5.21 Personnel Policies and Procedures

8.4.5.22 Federal and State Exemption Numbers

8.4.5.23 IRS form indicating Employer Identification Number

8.4.5.24 List of all staff by Name, Title, and Hourly Rate

9. EVALUATION PROCESS

9.1 Proposal Evaluation Committee

The County will establish a proposal evaluation committee whose members must have no conflict of interest with any Proponent. Individual committee members will review and evaluate the proposals and qualifications of all responsive Proponents; i.e., Proponents meeting the minimum requirements of the RFP. The Committee may be comprised of representatives of SSA and other County agencies/departments and/or other people with community based service delivery expertise.
9.2 **Proposal Scoring**

After the written proposals have been received, selected Proponent(s) may be invited to participate in oral interviews in order to clarify aspects of their proposal. These interviews may be held with one or more Proponents, as deemed necessary by the proposal evaluation committee, and have been tentatively scheduled for December 6 through 7, 2012. Each member of the proposal evaluation committee will individually evaluate and assign ratings, based on the rating criteria listed in Paragraph 8.2, with a maximum of one hundred (100) points signifying excellence. The scores will then be compiled for an average score.

9.3 **Site Review**

If deemed necessary by SSA, for those Proponents accepted for consideration after the initial review of proposals for completeness, SSA staff members will conduct an on-site fiscal and program review. Their findings will be presented to the proposal evaluation committee on a pass/fail basis prior to the completion of the formal scoring process. If Site Reviews are determined to be necessary by SSA, all Proponents shall be provided with the evaluation criteria prior to the Site Reviews.

9.4 **Final Selection**

Recommendations for the contract award will be presented for approval to the Orange County Board of Supervisors, or their Executive Assistants, as determined by the County’s sole discretion. A contract will be awarded contingent upon such approval.

9.5 **News Releases**

Proponents shall not issue any news releases pertaining to this RFP without prior written approval of the County, which may be withheld in the County’s sole discretion. A minimum of two (2) business day’s notice is required for approval.

9.6 **Protest Procedure**

Any actual or prospective Proponent or Contractor who alleges a grievance by the solicitation or award of a contract may submit a protest to the Contract 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:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester’s representative;
- RFP solicitation title and 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 Services Manager  
888 N. Main Street  
Santa Ana, CA 92701
Protest of Bid/Proposal Specifications:

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

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

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than 5:00 p.m. of the fifth (5th) business day after the notice of the proposed contract award is given by the Contracts Services Manager. Any protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

Protest Process:

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

Upon receipt of a timely protest, the Contracts 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 determinations 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 protestor’s right to the protest procedures outlined herein.

If the protester disagrees with the decision of the Contracts 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.

Appeal Process:

If the protester wishes to appeal the decision of the Contracts Services Manager, the protester must submit, within three (3) business days from receipt of the Contracts 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 grievance, 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.
10. GENERAL CONTRACT PROVISIONS

Attachment L – General Contract Provisions contains all requirements that will be included in the resulting contract(s) awarded through this RFP. Proponent will be responsible for reading the General Contract Provisions in their entirety and providing signature concurrence on page L-24 of Attachment L. SSA reserves the right to clarify any contractual terms; however, any substantial non-conformity in the proposal determined by SSA to be non-responsive will result in the proposal being rejected.
<table>
<thead>
<tr>
<th>AGENCY SUMMARY</th>
<th>ATTACHMENT A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Proponent as specified in the Articles of Incorporation or State License:</td>
<td>Name and Title of Contact Person:</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Agency Address, Telephone and Fax Numbers:</td>
<td>Contact Person’s Address, Telephone and Fax Numbers, and E-mail Address:</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>---------------------------------</td>
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</table>

Legal Business Status of Agency:
- [ ] Private Non-Profit
- [ ] Nonprofit Corporation
- [ ] Private For-Profit
- [ ] Other (Specify) ____________________________

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

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: ____________________________

<table>
<thead>
<tr>
<th>Proposed Service Component:</th>
<th>Amount requested:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respite Care Services</td>
<td></td>
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</table>

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)

I certify that the information provided in this proposal is true and correct to the best of my knowledge and represents the agency’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 agency.

Signature: ____________________________ Date: ____________________________

Print/Type Name: ____________________________ Title: ____________________________

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 rejected
**RELATED DIRECT SERVICE EXPERIENCE**

**ATTACHMENT B**

Name of Proponent: ________________________________

**INSTRUCTIONS:** In correlation with this RFP complete the following tables in the order presented. 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 B to no more than three (3) pages utilizing the same table format.*

**Table One: Experience with the County of Orange**

Proponent must list all contracts and briefly describe services it has provided in the past five (5) years to 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 and for which Proponent is currently proposing.

<table>
<thead>
<tr>
<th>Service Beginning and End Dates</th>
<th>Name and Brief Description of Services</th>
<th>Population Served</th>
<th>Dollar Amount of Contract</th>
<th>Location of Services (City, County &amp; State)</th>
<th>Name of Awarding Agency</th>
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**Table Two: Experience with other than the County of Orange**

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

<table>
<thead>
<tr>
<th>Service Beginning and End Dates</th>
<th>Name and Brief Description of Services</th>
<th>Population Served</th>
<th>Dollar Amount of Contract</th>
<th>Location of Services (City, County &amp; State)</th>
<th>Name of Awarding Agency</th>
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Respite Care Services RFP#FY1213-10(10-4-12).doc
Table Three: Failure to Complete Contracts
Proponent must state if it has failed or refused to complete a contract, including those with the County of Orange. If affirmative, Proponent must provide explanation of every instance.

<table>
<thead>
<tr>
<th>Service Beginning and End Dates</th>
<th>Name and Brief Description of Services</th>
<th>Population Served</th>
<th>Dollar Amount of Contract</th>
<th>Location of Services (City, County &amp; State)</th>
<th>Name of Awarding Agency/Entity</th>
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<tr>
<td>Explanation:</td>
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<td>Explanation:</td>
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Table Four: Additional Experience
In addition to contract service experience as described in Tables 1 – 3 above, Proponent may briefly describe the services provided in the past five (5) years that are the same as or similar to those services being requested in the RFP and for which Proponent is currently proposing.

<table>
<thead>
<tr>
<th>Service Beginning and End Dates</th>
<th>Name and Brief Description of Services</th>
<th>Population Served</th>
<th>Dollar or Budgeted Amount</th>
<th>Location of Services (City, County &amp; State)</th>
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INSTRUCTIONS: In regards to the delivery of the service(s) specified in Proponent’s response to Attachment B, Proponent must answer all of the following questions regarding its management of services stated on Attachment B. 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 C to no more than seven(7) pages.**

1. Complete Attachment C-1, indicating all Management staff associated with Attachment B. Provide brief justification as to why each was selected to fulfill the assignment and any other pertinent information that made them best qualified to manage/administer services. Also include Non-Management Supervisory staff.

2. Describe management/administrative staffs’ relevant experience and expertise in developing, implementing, managing and evaluating respite care or similar service(s) specified in Attachment B.

3. Describe your agency’s experience and expertise in managing the delivery of the service(s) specified in Attachment B. Specify how the services were developed, implemented, administered and evaluated.

4. Describe administrative challenges and barriers encountered in the delivery of the indicated services and how these were resolved. Specify adjustments and/or improvements made to service delivery as a result of what was learned.

5. Describe how you monitored performance and effectively corrected findings in previous contracts and/or projects.

6. Describe what resources and/or methods you have utilized in recruiting staff for respite care positions or similar projects where recruitments were involved.

7. Describe your organization’s experience in dealing with the child welfare system. Indicate, at minimum, the nature of the working relationship, length of experience, barriers encountered and their resolutions.

8. Describe your organization’s experience utilizing current formal and informal resources, as defined on Attachment B, within Orange County, surrounding communities and contiguous counties.
### STAFFING – PRIOR PROGRAM MANAGEMENT EXPERIENCE

Additional pages may be included provided pages utilize the same table format below.

<table>
<thead>
<tr>
<th>Incumbent Name</th>
<th>Position/Title in Previous and Current Contracts or Projects</th>
<th>Years of Experience in Previous and Current Contracts or Projects</th>
<th>Relevant Education, Training, &amp; Language Capability</th>
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<tr>
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<td>Management Staff <em>(Question #1 on Attachment C)</em></td>
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<td>Brief Justification of Assignment and Other Pertinent Information</td>
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<td>Brief Justification of Assignment and Other Pertinent Information</td>
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</tbody>
</table>
ATTACHMENT D

PLANNED PROGRAM MANAGEMENT OF DIRECT SERVICES TO BE PROVIDED

INSTRUCTIONS: In regards to this RFP and Proponent’s understanding of service(s) 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 D to no more than seven (7) pages.

1. On Attachments D-1 and D-2, identify management and non-management/administrative staff who, if awarded a contract, will be responsible for the overall administration of services to be provided, and provide justification of assignment. Provide clear, concise support which demonstrates each incumbent has sufficient relevant knowledge, experience, and capabilities to effectively manage the Respite Care Services program. Describe the role, responsibilities and weekly time commitments of each proposed management position. Include current resumes of all incumbents.

2. If incumbents have not been determined, on a separate page, provide clear, concise descriptions of responsibilities, minimum qualifications, and recruitment plan and timeline for each required staff position.

3. 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.

4. Describe or include your agency’s policies and procedures to recruit, hire, and maintain culturally responsive staff.

5. Describe how your agency will manage the implementation, administration and evaluation of respite care services.

6. Describe challenges and barriers you anticipate in the delivery of services and how you plan to resolve. Provide action plan with potential adjustments and/or improvements you believe can be made to address challenges and barriers while adhering to this RFP.

7. Describe how your program manager will monitor performance and effectively correct programmatic issues, service delivery issues, etc.

8. Identify all project start-up activities and major ongoing activities including hiring plan, training, securing facility, if applicable, and assigning qualified and experienced management staff which ensures no disruption in services and will best manage services to be provided.

9. Describe your management plan for achieving the objectives/goals of the services within budget. Include clearly defined staff responsibilities, timelines, for accomplishing tasks and ensuring quality. Clearly define the role and responsibilities of the management staff and describe management and coordination of activities to be carried out.
Additional pages may be included provided pages utilize the same table format below. * State “Refer to Attachment D1” if entry is duplication of what is submitted on Attachment D1. Attach current resumes of all incumbents.

<table>
<thead>
<tr>
<th>Incumbent Name</th>
<th>Position&gt;Title in Previous and Current Contracts or Projects</th>
<th>*Years of Experience in Previous and Current Contracts or Projects</th>
<th>*Relevant Education, Training, &amp; Language Capability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Management/Administrative Staff (Question #1 on Attachment D)</td>
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<td></td>
<td><strong>Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment</strong></td>
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<td></td>
<td><strong>Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment</strong></td>
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<td></td>
<td></td>
<td><strong>Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment</strong></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment</strong></td>
</tr>
</tbody>
</table>

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Respite Care Services RFP#FY1213-10(10-4-12).doc
### ATTACHMENT D-2

### STAFF - PLANNED PROGRAM MANAGEMENT OF DIRECT SERVICES TO BE PROVIDED

<table>
<thead>
<tr>
<th>Incumbent Name</th>
<th>Position/Title in Previous and Current Contracts or Projects</th>
<th>*Years of Experience in Previous and Current Contracts or Projects</th>
<th>*Relevant Education, Training, &amp; Language Capability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Management/Administrative Staff (Question #1 on Attachment D)</td>
<td></td>
<td></td>
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<tr>
<td>Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment</td>
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<td>Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment</td>
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<tr>
<td>Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment</td>
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<tr>
<td>Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment</td>
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</tr>
</tbody>
</table>
DIRECT SERVICES TO BE PROVIDED

ATTACHMENT E

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 E to no more than ten (10) pages.

1. Provide an action plan which clearly demonstrates an understanding of the services to be provided and the target population to be served. Detail objectives and desired outcomes and how the service delivery model will contribute to achieving objectives and desired outcomes, indicating specific tasks and activities necessary to accomplish each. Detail anticipated and/or potential barriers to service delivery and how these will be resolved.

2. Describe your training plan for new and current Respite Care Providers to ensure their skills and license remain current.

3. If subcontractor(s) will be utilized, but are not identified at this point, provide a detailed plan to procure subcontractor(s).

4. Describe how you plan to track and monitor services requested, and follow-up to ensure respite services were completed as requested.

5. Describe the type of database that will be utilized to maintain the list of Respite Care Providers. In addition, describe your agency’s experience in maintaining a large amount of information in a comprehensive database.

6. Describe your methods of self-evaluation, including quality assurance for both administration and service delivery; and how you will regularly monitor performance and effectively correct procedural problems. Your response must include a proposed Quality Control Plan.

7. Describe how your service delivery plan will:
   a) Provide strength-based, family-friendly and family-centered services.
   b) Be linguistically and culturally responsive and family-centered and family-friendly.
   c) Refer participants to needed services and follow-up to ensure that the referral was successful.
Respite Care Services RFP#FY1213-10(10-4-12).doc

Name of Applicant Agency: __________________________________________________________

Proponent must provide names and addresses of three (3) current references for similar scope of services previously provided and brief description of service rendered, in addition to telephone number, and contact person. Employees of SSA should not be included.

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Services Provided:
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td></td>
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</tr>
</tbody>
</table>

Services Provided:
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Services Provided:
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
Name of Applicant Agency: _________________________________________________________

Please provide a separate budget for each of the following periods: July 1, 2013 through June 30, 2014; July 1, 2014 through June 30, 2015; July 1, 2015 through June 30, 2016. (1)

A. SALARIES AND EMPLOYEE BENEFITS

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

<table>
<thead>
<tr>
<th>Position(s)</th>
<th>Full-Time Equivalent (FTE) (2)</th>
<th>Hourly Rate</th>
<th>Monthly Salary (4)</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Service Positions (3)</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>Direct Service Bilingual Positions (3)</td>
<td></td>
<td>$</td>
<td>$</td>
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<td></td>
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</tr>
<tr>
<td>Sub-Total All Direct Service Positions</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Administrative Positions (4)</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>Sub-Total Administrative Salaries</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Sub-Total All Salaries: $ $ $
2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

<table>
<thead>
<tr>
<th>Type of Employee Benefit</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>All Direct Service Staff</strong></td>
<td></td>
</tr>
<tr>
<td>Medical Insurance (Average)</td>
<td>$</td>
</tr>
<tr>
<td>Dental Insurance</td>
<td>$</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>$</td>
</tr>
<tr>
<td>Long Term/Short Term Disability</td>
<td>$</td>
</tr>
<tr>
<td>Employee Bonuses</td>
<td>$</td>
</tr>
<tr>
<td>401 k contributions</td>
<td>$</td>
</tr>
<tr>
<td>Miscellaneous Benefits</td>
<td>$</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total All Direct Service Staff Benefits</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Employee Benefit</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative Staff</strong></td>
<td></td>
</tr>
<tr>
<td>Medical Insurance (Average)</td>
<td>$</td>
</tr>
<tr>
<td>Dental Insurance</td>
<td>$</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>$</td>
</tr>
<tr>
<td>Long Term/Short Term Disability</td>
<td>$</td>
</tr>
<tr>
<td>Employee Bonuses</td>
<td>$</td>
</tr>
<tr>
<td>401 k contributions</td>
<td>$</td>
</tr>
<tr>
<td>Miscellaneous Benefits</td>
<td>$</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total Administrative Staff Benefits</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

**Total All Salaries and Benefits** $
B. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services

<table>
<thead>
<tr>
<th>Name of Consultant(s)/Contract Services</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Audit</td>
<td>$</td>
</tr>
<tr>
<td>Translation Services [If applicable.]</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Sub-Total Services $[ ]

2) Supplies

<table>
<thead>
<tr>
<th>Items*</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Expense*</td>
<td>$</td>
</tr>
<tr>
<td>Program Expense*</td>
<td>$</td>
</tr>
<tr>
<td>Telephone*</td>
<td>$</td>
</tr>
<tr>
<td>Mileage*</td>
<td>$</td>
</tr>
<tr>
<td>Other*</td>
<td>$</td>
</tr>
</tbody>
</table>

Sub-Total Supplies $[ ]

TOTAL SERVICES AND SUPPLIES $[ ]

C. OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Items*</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Lease/Rental*</td>
<td>$</td>
</tr>
<tr>
<td>Equipment Lease/Rental*</td>
<td>$</td>
</tr>
<tr>
<td>Maintenance*</td>
<td>$</td>
</tr>
<tr>
<td>Utilities*</td>
<td>$</td>
</tr>
<tr>
<td>Insurance* (Refer to General Contract Provisions for Insurance Requirements)</td>
<td>$</td>
</tr>
<tr>
<td>Other*</td>
<td>$</td>
</tr>
</tbody>
</table>

Sub-Total Operating Expenses $[ ]

TOTAL OPERATING EXPENSES $[ ]

*Provide detail on each item in Attachment G.
D. INDIRECT COSTS

<table>
<thead>
<tr>
<th>Items*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Costs (5)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
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<tr>
<td></td>
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</tbody>
</table>

**TOTAL LINE ITEM BUDGET**

**Minus Match (6)**

**TOTAL BEING REQUESTED**

*Provide Detail on Attachment G

(1) Although this RFP is to solicit proposals for an initial thirty-six (36) month period, the contract may be renewed for two (2) additional twelve (12) month periods at the sole discretion of the County under the same terms and conditions. If you wish to propose increases to any of your budgeted line items for the renewal periods, you will need to submit separate budgets for each of those years as well. All budgets should reflect anticipated increases in hourly rates and monthly salaries. Please note anticipated level of funding will remain the same for each contract period under this RFP.

(2) FTE = Amount of time employee works on this program. State as a percentage based upon a forty (40) hour work week. Full time positions are preferred in all cases. If part-time positions are indicated, provide justification as to why positions will be part-time.

(3) Direct Service positions are defined as those staff who provide face to face contact with clients. First line supervisors can be included as direct service staff. All direct staff positions are to be compensated hourly.

(4) Administrative positions are defined as all other classifications either higher than first line supervisors or positions not providing services to clients. Administrative positions higher than first line supervisors must be specified as either salaried or hourly positions.

(5) All Indirect costs must be itemized and listed on a separate line.

(6) A minimum ten percent (10%) cash or in-kind match, which is $4,135, will be required for administrative costs.
REVENUE

List all of your organization's current and projected sources and amounts of revenue, including the program for which you are submitting a proposal, for the period July 1, 2013 through June 30, 2014.

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Revenue Expiration Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
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</tbody>
</table>

Total Revenue $
D. REVENUE

List all of your organization's current and projected sources and amounts of revenue, including the program for which you are submitting a proposal, for the period July 1, 2013 through June 30, 2014.

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Revenue Expiration Date</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Contributions</td>
<td>On-going</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>2. Fundraisers and Special Events</td>
<td>On-going</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>3. Endowment Revenue</td>
<td>On-going</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>4. DOL Grant – Transportation Services Contract</td>
<td>September 20, 2013</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>5. Regional Center of Orange County – Independent Living Skills Program Contract</td>
<td>June 30, 2014</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>6. Department of Rehabilitation – Supported Employment Services Contract</td>
<td>September 30, 2013</td>
<td>$600,000.00</td>
</tr>
<tr>
<td>7. County of Orange/SSA – Child Abuse Intervention Services Contract (proposal)</td>
<td>June 30, 2014</td>
<td>$85,000.00</td>
</tr>
</tbody>
</table>

**Total Revenue** $2,110,000.00

ALLOCATE COSTS AMONG ALL PROGRAMS FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2014, 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.

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

100 %
Name of Applicant Agency: __________________________________________________________

Describe/Explain each budgeted line item from Attachment G.

**Personnel:** Give job descriptions for all positions in your budget, even if previously done. Include hourly rates for years two and three, if different from year one. Use extra sheets if necessary.

<table>
<thead>
<tr>
<th>TITLE</th>
<th>FTE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duties</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Minimum Qualifications

<table>
<thead>
<tr>
<th>TITLE</th>
<th>FTE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duties</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Minimum Qualifications

<table>
<thead>
<tr>
<th>TITLE</th>
<th>FTE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duties</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Minimum Qualifications
Provide a detailed breakdown of expenses in space provided below for each item asterisked (*) on Attachment G. Use extra sheets if necessary.

**Office Expense:**

**Program Expense:**

**Telephone:**

**Mileage:**

**Other (Supplies):**
Equipment-Lease/Rental:

Maintenance:

Utilities:

Insurance:

Other (Operating Expenses):
Provide a detailed breakdown of expenses in space provided below for each item asterisked (*) on Attachment G. Use extra sheets if necessary.

**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.

<table>
<thead>
<tr>
<th>Total Facility</th>
<th>Proposed Allocation* for the Total Proposed Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rentable Square Footage:</td>
<td></td>
</tr>
<tr>
<td>Lease/Rent Expense:</td>
<td></td>
</tr>
<tr>
<td>Mortgage Interest:</td>
<td></td>
</tr>
<tr>
<td>Property Taxes:</td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td>Program</td>
</tr>
</tbody>
</table>

*% or $ of Allocation Above:

**Indirect Costs:** Proponents who submit a budget that includes indirect costs, must itemize and include formula(s) for determining each cost below.
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. Is the organization or any of its principal officers involved in litigation now or within the last two years? □ Yes □ No

2. Is the Executive Director involved in litigation? □ Yes □ No

3. Are any members of the Board of Directors unable to be bonded? □ Yes □ No

4. Are any key staff members unable to be bonded? □ Yes □ No

5. Has the Agency or Project Director ever been cited for improper management? □ Yes □ No

6. Has the Agency or Project Director ever had public or foundation funds withheld? □ Yes □ No

7. Has the Agency, if nonprofit, ever had its nonprofit status revoked or withheld? □ Yes □ No

8. Has the Agency, Project Director, or any Key staff member ever been involved in, or cited for, any civil rights violation? □ Yes □ No

9. Is the organization presently debarred or ineligible for the award of funds by any Federal agency? □ Yes □ No

Response Section (Use extra pages, as necessary)

Completed By: ____________________________________________
Name and Title
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.

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**REQUIRED DOCUMENTS CHECKLIST**

**INSTRUCTIONS:** Please submit the following documents in the order listed on this form. All items to be submitted in the two (2) original proposal packages are in the first column, marked with an X (submit in three-ring binders). All items to be submitted in the other seven (7) copies of the proposal are designated with an X in the second column. Items to be submitted in the CD are designated with an X in the third column. It is not necessary to include items in the fourth column in the proposals by the due date. However, those documents may be requested at a later date or be provided at the time of contract negotiations. *(Make sure this list of required documents corresponds to the required documents identified in the body of the RFP.)*

<table>
<thead>
<tr>
<th>Required Documents</th>
<th>Original Packages (2)</th>
<th>Copy Packages (7)</th>
<th>Submitted Upon Request</th>
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<tr>
<td>Attachment A (See Subparagraph 8.4.5.1)</td>
<td>X</td>
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<tr>
<td>Attachment B (See Subparagraph 8.4.5.2)</td>
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<td>Attachments C and C-1 (See Subparagraph 8.4.5.3)</td>
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<td>Attachments D and D-1, including resumes of all known staff (See Subparagraph 8.4.5.4)</td>
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<td>Attachment E (See Subparagraph 8.4.5.5)</td>
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<td>Attachment F (See Subparagraph 8.4.5.6)</td>
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<td>Attachments G &amp; H (See Subparagraph 8.4.5.7)</td>
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<td>Attachment I (See Subparagraph 8.4.5.8)</td>
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<td>Attachment J (See Subparagraph 8.4.5.9)</td>
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<td>Attachment K (See Subparagraph 8.4.5.10)</td>
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<td>Attachment L (See Subparagraph 8.4.5.11)</td>
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<td>Organizational Structure, Including Organizational Chart (See Subparagraph 8.4.5.12)</td>
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<td>Certificates of Insurance (as required in Subparagraph 8.4.5.13)</td>
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<td>Financial Statements (as required in Subparagraph 8.4.5.14)</td>
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<td>Certification of Financial Support (as referenced in Subparagraph 8.4.5.15)</td>
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<td>Form of Business Organization (as required in Subparagraph 8.4.5.16)</td>
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<td>Affirmative Action Plan (as required in Subparagraph 8.4.5.167)</td>
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<td>Service Delivery Client Grievance Procedure (as required in Subparagraph 8.4.5.168)</td>
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<td>Authorized person(s) to file Proposal and Sign Contracts (as required in Subparagraph 8.4.5.169)</td>
<td>X</td>
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<tr>
<td>Policy on Confidentiality</td>
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<td>Personnel Policies and Procedures</td>
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<tr>
<td>Federal and State Exemption Numbers</td>
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<tr>
<td>IRS form indicating Employer Identification Number</td>
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<tr>
<td>List of all staff by Name, Title and Hourly Rate</td>
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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 Exhibit(s) 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, by the parties, their officers, agents, or employees, shall be valid 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, employees and volunteers 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, Staffing

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 pursuant to the personnel disclosure provisions of the Agreement.

3.2 Subject to thirty (30) days written notice, Administrator may, in his or her sole discretion, 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 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, County of Orange and all other appropriate governmental agencies, 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, unless waived in whole or in part by Administrator, with all applicable provisions of the California Welfare and Institutions Code (WIC), Title 45 of the Code of Federal Regulations (CFR), Federal Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, 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.

4.2.1 For Federally funded Agreements in the amount of $25,000 or more, Contractor certifies that said Agency’s officers and/or principles are not debarred or suspended from Federal financial assistance programs and/or activities.

4.3 Contractor shall cooperate with the California Department of Social Services (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/Subcontracts

5.1 Delegation and Assignment:

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 (10) percent 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.

5.2 Subcontracts:

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.

5.3 Subcontracts of $25,000 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 twenty-five thousand dollars ($25,000) 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.

5.4 Subcontracts in excess of $25,000:
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 twenty-five thousand dollars ($25,000) 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.

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 twenty-five thousand dollars ($25,000) 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 twenty-five thousand dollars ($25,000) during the term of this Agreement.

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.

6. Form of Business Organization and Real Property Disclosure

6.1 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:

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

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

6.1.3 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.

6.2 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, at the County's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

6.3 Real Property Disclosure:

If Contractor is occupying any real property under any agreement, oral or written, where persons are to receive services hereunder, Contractor shall submit the following information in addition
to a copy of the lease, license or rental agreement, as well as any other information requested, prior to the provision of services under this Agreement:

6.3.1 The location by street address and city of any such real property.
6.3.2 The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
6.3.3 A detailed description of all existing and pending agreements, with respect to the use or occupation of any such real property. Such description shall include, but not be limited to:
   6.3.3.1 The term duration of any rental, lease or license agreement;
   6.3.3.2 The amount of monetary consideration to be paid to the lessor or licensor over the term of the rental, lease or license agreement;
   6.3.3.3 The type and dollar value of any other consideration to be paid to the lessor or licensor;
   6.3.3.4 The full names and addresses of all parties to any agreement concerning the real property and a listing of liens (if any) thereof, together with a listing by full names and addresses of all officers, directors and stockholders of any private corporation and a similar listing of all general and limited partners of any partnership which is a party.
   6.3.3.5 A listing by full names of all Contractor's officers, directors and/or partners, members of its administrative and advisory boards, staff and consultants, who have any family relationship by marriage or blood with a party to any agreement concerning real property referred to in Subparagraph 6.3.3, immediately above, or who have any present or future financial interest in such person's business, whether the entity concerned is a corporation or partnership. Such listing shall also include the full names of all of Contractor's officers, directors, partners and those holding a financial interest. Included are members of its advisory boards, members of its staff and consultants, who have any family relationship by marriage or blood to an officer, director, or stockholder of the corporation or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names of the officers, directors, stockholders, or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.
6.3.3.6 True and correct copies of all agreements with respect to any such real property shall be appended to the affidavit described above and made a part thereof. If, during the term of this Agreement, there is a change in the agreement(s) with respect to real property where persons receive services, Contractor shall promptly notify Administrator, in writing, describing such changes.
7. Non-Discrimination

7.1 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 sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, sexual preference, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or State laws.

7.2 Contractor shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S Department of Health and Human Services.

7.3 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 8 et seq.

7.4 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).

7.5 Non-Discrimination in Employment

7.5.1 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 sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, sexual preference, physical or mental disability 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.

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

California Department of Social Services
Public Inquiry and Response Bureau
P.O. Box 944243, M.S. 8-3-23
Sacramento, California  94244-2430
Telephone:  (800) 952-5253
(800) 952-8349 (For the hard of hearing)

7.6 Non-Discrimination in Service Delivery

7.6.1 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 Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC...
Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR Section 3105A(e); the Dymally-Allatorre 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 8 et seq.

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

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

7.6.4 Discrimination Complaint Form

7.6.5 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. 8-16-70
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

Respite Care Services RFP#FY1213-10(10-4-12).doc L-6
San Francisco, CA 94102

8. Notices

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

County: County of Orange Social Services Agency
Contract Services
888 N. Main Street
Santa Ana, CA 92701
Contractor: [Insert Name of Contractor]
[Insert Address – Line 1]
[Insert Address – Line 2]

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 notices, claims, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. Administrator and Contractor may mutually agree in writing to change the addresses to which notices are to be sent.

9. 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.

10. Indemnification

10.1 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.

11. Insurance

11.1 Prior to the provision of services under this Agreement, Contractor agrees to purchase all required insurance at Contractor’s expense and to deposit with Administrator Certificates of Insurance, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Agreement have been complied with, and to keep such insurance coverage and the certificates therefore on deposit with Administrator during the entire term of this Agreement.
11.2 Contractor shall ensure that 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.

11.3 All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a “0” by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

11.4 If Contractor fails to maintain insurance acceptable to County for the full term of this Agreement, County may terminate this Agreement.

11.5 **Qualified Insurer**

11.5.1 Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

11.5.2 The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is a non-admitted carrier in the State of California and does not meet or exceed an A.M. Best rating of A/-VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A/-VIII, Administrator can accept the insurance.

11.6 The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
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<tr>
<td></td>
<td>$2,000,000 aggregate</td>
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<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
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<tr>
<td>Employer's Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
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<td>Employee Dishonesty</td>
<td>$165,409</td>
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<tr>
<td>Sexual Misconduct Liability</td>
<td>$1,000,000 per occurrence</td>
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</table>

11.7 **Required Coverage Forms**

11.7.1 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.

11.7.2 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.
11.8 Required Endorsements

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

11.8.1.1 An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

11.8.1.2 A primary 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.

11.9 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

11.10 The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

11.11 All insurance policies required by this Agreement shall give the County of Orange thirty (30) days notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

11.12 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).

11.13 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 9 of this Agreement.

11.14 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.

11.15 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.

11.16 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.

11.17 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.
12. Notification of Incidents, Claims or Suits

Contractor shall report to County:

12.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

12.2 Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement. Such report shall be submitted to County within twenty-four (24) hour of occurrence.

12.3 Any injury to an employee of Contractor that occurs on County property. Such report shall be submitted to County within twenty-four (24) hours of occurrence.

12.4 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. Such report shall be submitted to County within twenty-four (24) hour of occurrence.

13. Conflict of Interest

13.1 Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to Contractor’s employees, agents, relatives, subcontractors, and third parties associated with accomplishing the work hereunder.

13.2 Contractor’s efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

14. 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.

15. 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.

16. Equipment

16.1 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 items of Capital Equipment purchased vests and will remain in the County as such shall be
designated by Administrator. 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:

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

16.1.2 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.

16.1.3 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.

16.1.4 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.

16.2 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 the 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.

16.3 No personal computers or any component thereof may be purchased with funds provided under this Agreement.

17. Breach Sanctions

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, in its sole discretion, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

17.1.1 Afford Contractor a time period within which to cure the breach, which period shall be established at sole discretion of Administrator; and/or

17.1.2 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

17.1.3 Offset against any monies billed by Contractor but yet unpaid by the County those monies disallowed pursuant to 17.1.2, 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.

18. Payments

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 2014, during the month of such anticipated expenditure.

18.1.1 Match:

In providing services pursuant to this Agreement, Contractor shall provide a match in an amount no less than ten (10) percent of the amount paid to Contractor by the County for administrative costs during each year covered by this Agreement. Contractor shall not use government funds to provide its match without prior written approval by the government agency providing the funds and Administrator. The match shall be reflected on the monthly invoice and shall be deducted from payments made by the County to Contractor. In the event there is a portion of the match unpaid at the termination of this Agreement it shall be deducted from any monies owed Contractor by the County, or paid to County upon demand.

18.1.2 Claims:

Contractor shall submit monthly reimbursement 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, and Christmas Day.

All reimbursement 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 26 (Records, Inspections, and Audits) of this Agreement.

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.

18.1.3 Year End and Final Claims:

18.1.3.1 Final claims for the term of July 1, 2013 through June 30, 2014, must be received no later than August 30, 2014 at 5:00 p.m.
18.1.3.2 Final claims for the term of July 1, 2014 through June 30, 2015, must be received no later than August 30, 2015 at 5:00 p.m.

18.1.3.3 Final claims for the term of July 1, 2015 through June 30, 2016, must be received no later than August 30, 2016 at 5:00 p.m.

18.1.3.4 Claims received after the dates specified in Subparagraphs 18.1.4.2 to 18.1.4.4 may not be reimbursed. Administrator may, in its sole discretion, modify the date upon which the final claim per term must be received, upon written notice to Contractor.

18.1.3.5 The basis for final settlement shall be the actual allowable costs as defined in Title 45 of the CFR and OMB Circular A-122 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.

19. 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.

20. Outstanding Debt

Contractor shall have no outstanding debt with SSA, 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.

21. Revenue

21.1 Whenever Contractor receives any money specifically designated for use in programs funded through this Agreement, excluding any funds specified as a Contractor match under this Agreement, such monies shall be considered to be a cost off-set and treated as a reduction against the amount claimed by Contractor.

21.2 Contractor is not required to apply grants or gifts which are unrestricted in use to any cost or expense of Contractor in which the County participates.
21.3 Fees and revenues received by Contractor from or on behalf of clients, shall be deducted from any billings to the County and shall reduce any obligation of the County under this Agreement.

22. 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.

23. Independent Audit

23.1 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 the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. The audit must be performed in accordance with generally accepted government auditing standards and OMB Circular A-122. Contractor shall employ a licensed certified public accountant who shall prepare and file with Administrator, a compliance audit 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.

23.2 Contractor agrees to provide Administrator with a copy of its organization-wide audit for the period ending June 30 within sixty (60) days after the end of its fiscal year. Failure to comply with this paragraph shall be sufficient cause for Administrator, in its sole discretion, to deny payment of any monies under this or any other subsequent Agreement with Contractor until such time the audit is received. Administrator may, in its sole discretion, modify the date upon which the independent audit must be received, upon notice to Contractor.

OR

23.3 It is mutually understood that Contractor’s organization-wide audit covers fiscal years beginning July 1 and ending June 30. Contractor agrees to provide Administrator with a copy of its organization-wide audit for the period July 1, 2012, through June 30, 2013, by August 30, 2013; for the period July 1, 2013, through June 30, 2014, by August 30, 2014; and for the period of July 1, 2014, through June 30, 2015, by August 30, 2015. Failure to provide a copy of the organization-wide audit, for the period July 1, 2013, through June 30, 2014, shall be sufficient cause for Administrator, in its sole discretion, to deny payment under this or any other subsequent Agreement with Contractor until such time as the required audit is provided to Administrator. Administrator may, in its sole discretion, modify the date upon which the organization-wide audit must be received, upon notice to Contractor.

24. Records, Inspections and Audits

24.1 Financial Records:
24.1.1 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.

24.1.2 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.

24.2 **Client Records:**

24.2.1 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.

24.2.2 All client records related to services provided under the terms of this Agreement 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. Notwithstanding anything to the contrary, upon termination of this Agreement, Contractor shall relinquish control with respect to client records to the County in accordance with paragraph 45.

24.2.3 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.

24.3 **Public Records:**

24.3.1 With the exception of client records or other records referenced in Paragraph 33, entitled Confidentiality, all records, including but not limited to, reports, audits, notices, claims, statements and correspondence, required by this agreement may be subject to public disclosure. The County will not be liable for any such disclosure.

24.4 **Inspections and Audits:**

24.4.1 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 for the purpose of financial monitoring. 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.
24.4.2 Contractor shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by Administrator.

24.4.3 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 financial records.

24.4.4 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.

24.5 Evaluation Studies:

24.5.1 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.

25. Personnel Disclosure

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

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

25.1.2 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;

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

25.1.4 The language skill, if applicable, for all personnel.

25.2 Contractor’s employment applications shall require applicants to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of any applicant shall be cause for termination of that employee from the performance of services under this Agreement.

25.3 Where authorized by law, Contractor shall conduct, at no cost to the County, criminal record background checks on all employees and/or volunteers who will provide services under this Agreement. Candidates will satisfy background checks consistent with and comparable to those required for County employees.

25.4 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, and in compliance with all applicable laws.

25.5 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, in its sole discretion, 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 17, above.

25.6 County has the right to approve or disapprove all of Contractor’s staff performing work hereunder and any proposed changes in Contractor’s staff, including, but not limited to, Contractor’s Program Director.

25.7 County shall have the right, at its sole discretion, 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.

25.8 Contractor shall notify County immediately when staff is terminated for cause from working on this Agreement.

25.9 Disqualification, if any, of Contractor staff, pursuant to Paragraph 17, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

26. 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, 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.

27. Enforcement of Child Support Obligations

In order to comply with child support enforcement requirements of the County, Contractor agrees to furnish to Administrator within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
(b) 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 (10) percent or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable Federal and State reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

The failure of Contractor to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of this Agreement.

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.

28. Child and Dependent Adult/Elder Abuse Reporting

Contractor shall establish a procedure acceptable to Administrator to ensure that all employees, volunteers, consultants, or agents 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 employee, volunteer, consultant or agent 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 will comply with the provisions of these code sections as they now exist or as they may hereafter be amended.

29. 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.

30. Confidentiality

30.1 Contractor agrees to maintain the confidentiality of its records pursuant to the 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.

30.2 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, Contractor's staff, agents, employees and volunteers. Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services for Contractor under this Agreement to sign an agreement with Contractor before commencing the provision of any services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any
identifying characteristics or information with respect to any and all participants referred to Contractor by the County, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit Contractor, and as to the latter, only during such audit. Contractor shall comply with any audits specified in Subparagraph 26, provide reports and any other information required by the County in the administration of this Agreement, and as otherwise permitted by law.

30.3 Contractor shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision and that any person knowingly and intentionally violating the provisions of said State law may be guilty of a crime.

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

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

30.6 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.

30.7 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 child’s Social Worker.

31. 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.

32. 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.

33. Petty Cash

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

34. Publicity
34.1 Information and solicitations, prepared and released by Contractor, concerning the services provided under this Agreement shall state that the program, wholly or in part, is funded through County, State and Federal government funds.

34.2 Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:

34.2.1 Contractor shall develop all publicity material in a professional manner; and

34.2.2 During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County. County shall not unreasonably withhold written consent.

35. County Responsibilities

Administrator will provide consultation and technical assistance and will monitor the performance of Contractor in meeting the terms of this Agreement.

36. Referrals

Contractor shall provide services to individuals referred by the County of Orange Social Services Agency.

37. Reports

Contractor shall provide information deemed necessary by Administrator to complete any State-required reports related to the services provided under this Agreement.

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 Section 306 of the Clean Air Act [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33 USC Section 1368), Executive Order 11738 and Environmental Protection Agency, hereafter referred to as "EPA," regulations (Title 40 CFR Part 15) 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 the 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 the County and the EPA about any known violation of the above laws and regulations.

40. Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions

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 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 comply with the following provisions:

A. 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.

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

(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;

(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

(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.

C. 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 be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by Administrator of the right to terminate this Agreement shall relieve the County of all further obligation under this Agreement.

42.2 Upon termination, or notice thereof, Contractor agrees to cooperate with Administrator in the orderly transfer of service responsibilities, active case records, and pertinent documents.

42.3 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.

42.4 If any provision of this Agreement or the application thereof is held invalid, the remainder of this Agreement shall not be affected 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. 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

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.
**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 be hereafter amended. Proponent acknowledges that she/he has read and agrees to all General Contract Provisions and requirements of this solicitation and resultant Contract 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/TypeName:________________________________ Title:__________________________