

**REQUEST FOR PROPOSAL
FOR
RESPITE CARE SERVICES**



**County of Orange
Social Services Agency**

October 2, 2015

#FY1516-08

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Written questions due for Online Pre-Bid Conference	October 8, 2015	5
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1. INTRODUCTION

1.1 BACKGROUND

The County of Orange (County) Social Services Agency (SSA) is currently requesting proposals from organizations with expertise in fields related to child abuse prevention and intervention for its Respite Care Services program. Priority will be given to non-profit organizations.

“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 can be included 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) can fulfill other responsibilities necessary to improve or maintain the parenting function. Respite care services cannot exceed seventy-two (72) consecutive 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.

The selected proponent will coordinate respite care between County licensed foster parents and for children from the community who are not dependents of the Juvenile Court. Respite care may also be coordinated for children whose parents are referred by SSA’s Domestic Abuse Services Unit (DASU). The selected proponent will also recruit and train Respite Care Providers from among County licensed foster parents and will be expected to promote the Respite Care Services program as part of recruitment efforts.

1.2 ANTICIPATED TERM AND FUNDING AVAILABILITY

Contingent upon approval by the Orange County Board of Supervisors, the County intends to award one (1) five-year contract 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 contract will begin on or about July 1, 2016, and terminate on June 30, 2021. The estimated amount available for each year of the five-year contract will be \$165,409 per year for an estimated maximum of \$827,045 for all five years. The County reserves the right to award a three-year contract through this RFP, which may be renegotiated and/or renewed, subject to contractor performance and continued funding, for two additional one-year periods without a competitive bid process, at the sole discretion of the County. In the event of a three-year contract award, the estimated annual amount available for the three years is \$165,409, and the estimated amount available for each additional one-year term is \$165,409. The amount allocated to this RFP 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 hereunder in the budget approved by the County’s Board of Supervisors for each fiscal year covered by said contract. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract may be immediately terminated, reduced or modified without penalty.

1.3 ELIGIBILITY TO SUBMIT PROPOSALS

Eligible Proponents

Priority will be given to private nonprofit organizations and/or public institutions of higher education with recognized expertise in the field related to child abuse prevention and intervention. Eligible proponents must be located within Orange County or possess the means to establish an office in Orange County with the ability to provide direct services in accordance with the scope of work detailed in this RFP are eligible to submit a proposal.

Ineligible Proponents

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

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

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

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

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

Disqualification

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

Causes for Disqualification

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

- Evidence of collusion amongst Proponents.

- Lack of business skills or financial resources necessary to operate this business successfully, as revealed by either financial statements or experience statement.
- Lack of responsibility as shown by past work, references, or other factors.
- Proponent is in arrears or in default to the County on any debt or agreement or defaults upon any obligation to the County, or has failed to faithfully perform any previous agreement with County at SSA's sole determination.
- Submission of a proposal that is late, conditional, incomplete, ambiguous, obscure, or which contains alterations not called for, or irregularities of any kind, except as those determined by SSA as minor irregularity or a defect or variation in the proposal that is immaterial or inconsequential.
- Other causes as SSA deems appropriate in its sole and absolute discretion.

SSA's determination as to whether a Proponent is qualified and responsible will be based on the information furnished by Proponent in response to this RFP, interviews with Proponent (if applicable), as well as from other sources determined to be valid by SSA. Award will not be made until after such investigations, as are deemed necessary, are made by SSA regarding the experience and financial responsibility of Proponent which each Proponent agrees to permit by submitting its proposal.

1.4 COUNTY'S RIGHT OF ACCEPTANCE AND/OR REJECTION

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

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.

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

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

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

1.5 COUNTY'S RIGHT TO CANCELLATION

The County, in its sole discretion, reserves the right to cancel this RFP in whole or in part when such cancellation is determined to be in its best interest, pursuant to California Department of

Social Services (CDSS) Manual of Policies and Procedures, Regulations 23-614. All Proponents will be notified in writing of the specific reasons for such cancellation.

1.6 COUNTY'S RESPONSIBILITY

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

1.7 OUTSTANDING DEBT WITH SSA

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

1.8 RFP CHANGES AND MODIFICATIONS

SSA reserves the sole right to interpret or change any provision of the RFP at any time prior to the proposal submission date. Any and all interpretations or changes will be in the form of a written addendum, which will be furnished to all Proponents through BidSync and/or addressed in the Online Pre-Bid Conference transcript. Addendums will become part of the RFP and resultant agreement.

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

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

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

1.9 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 the last page 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.

1.10 INSURANCE REQUIREMENTS

Proponent must submit evidence with the proposal that it has or can obtain all required insurance, as indicated in Paragraph 12 of Attachment L, with certificates of insurance evidencing the required coverage. Prior to the provision of services under any and all contracts resulting from this RFP, Proponent agrees to purchase all required insurance at no expense to the County and to deposit with the County, certificates of insurance, including all endorsements necessary to verify compliance to the County's satisfaction.

2. PROPONENT INFORMATION

2.1 QUESTIONS

The County has attempted to provide all information available with regard to the services described in this RFP. It is the responsibility of each Proponent to review, evaluate and, where necessary, request clarification of information. Questions must be submitted through BidSync, no later than 5:00 p.m. Pacific Standard Time (PST) on Thursday, October 8, 2015.

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

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

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

2.2 ONLINE PRE-BID CONFERENCE

An online Pre-Bid Conference will be conducted on Thursday, October 15, 2015, at 1:00 p.m. PST, on the BidSync website. Representatives of SSA will be available to respond to questions in a live chat until 2:30 p.m. PST. A transcript of the conference will be posted on BidSync within 24 hours after the conference. No questions will be answered after the Pre-Bid Conference.

2.3 NEWS RELEASES

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

3. EVALUATION OF PROPOSALS

Proposals will be evaluated and selected through a competitive process. The 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 2.1 above.

3.1 PROPOSAL EVALUATION PANEL

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

3.2 PROPONENT INTERVIEW

After the written proposals have been received, selected Proponent(s) may be invited to participate in oral interviews in order to clarify aspects of the proposal. Interviews may be held with one or more Proponents, as deemed necessary by the proposal evaluation panel and are tentatively scheduled for November 30, 2015 through December 4, 2015.

3.3 ON-SITE FISCAL AND PROGRAM REVIEW

Proponents accepted for consideration after the initial panel evaluation of proposals may, at SSA's discretion, be required to participate in an on-site fiscal and program review lead by SSA.

If on-site fiscal and program reviews are determined to be necessary, SSA will provide participating Proponents the evaluation criteria in advance.

3.4 ADMINISTRATIVE AND INDIRECT COSTS AND MATCH

The successful Proponent will minimize administrative and indirect costs while providing adequate program management, quality assurance, and accounting. Administrative costs are defined as those costs not solely related to providing direct services to benefit the Respite Care Services program and children served. Examples of administrative costs include executive director oversight, information technology support, facility related costs (lease/rent, utilities, maintenance, etc.), insurance, audit, accounting, payroll, mileage, training, etc. Administrative costs will preferably be held to no more than fifteen percent (15%) of the proposed budget.

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

A minimum ten percent (10%) of the County's maximum obligation will be required in cash or in-kind goods and/or services.

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

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

3.5 PROPOSAL SCORING

Each member of the proposal evaluation panel will individually evaluate and assign ratings, based on the rating criteria listed in Paragraph 5, Evaluation Criteria, with a maximum of one hundred (100) points signifying excellence. The scores will then be compiled for an average score.

3.6 FINAL SELECTION

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

3.7 AWARD

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

3.8 BOARD APPROVAL

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

3.9 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:

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

Written protests must be sent to:

County of Orange
Social Services Agency
Contract Services Manager
500 N. State College Blvd., Ste. 100
Orange, CA 92868

3.9.1 Protest of RFP Specifications:

All protests related to the RFP specifications must be submitted to the Contract Services Manager no later than 5:00 p.m. PST, 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 protester wishes to continue in the solicitation process, protester must still submit a proposal prior to the close of the solicitation in accordance with the proposal submittal procedures provided in this RFP.

3.9.2 Protest of Award of Contract:

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

3.9.3 Protest Process:

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

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

The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the

substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.

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

3.9.4 Appeal Process:

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

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

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

4. INSTRUCTIONS FOR SUBMISSION

4.1 REQUIREMENTS

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

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

4.2 CONFIDENTIALITY

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

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

4.3 DUE DATE

The proposal package, described in Subparagraph 4.4 below, must be received on or before 4:00 p.m. PST, on Monday, November 2, 2015.

NO PROPOSAL WILL BE ACCEPTED AFTER THIS DATE AND TIME

Proposals must be delivered to:

County of Orange Social Services Agency
 Contract Services
 Attn: Crystal Breedon, Contract Administrator
 500 N. State College Blvd., Ste. 100
 Orange, CA 92868

4.4 **PROPOSAL PACKAGE**

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

- Complete table of contents (indicating page numbers);
- Reference(s) to any appendices;
- Required documents placed in the order listed in Attachment A – Required Document Checklist.
- All requested information in the sequence and format specified in the RFP;
- All pages of the proposal sequentially numbered beginning with Attachment A as page one;
- Part One Attachments (B –F) and Attachment H typed on single-sided, 8.5-by 11-inch, plain white paper with at least one-inch margins on all sides, using black print, in 12-point size Times New Roman font, and one- and one-half line spacing; and
- Attachment G and required documents in Part Three (Attachments I – K) may be in a different point size and font, but no less than 10-point size and single line spacing.

Proponents that deviate from format requirements risk having deviating pages removed from their proposal. Pages that exceed page limits as specified in each attachment will not be evaluated or scored.

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

Proposal package will consist of two (2) originals and five (5) copies of the proposal, [seven (7) in total]. Each of the two (2) original proposals must be submitted in separate three-ring binders.

Proponents must complete Attachment A – Required Documents Checklist as a guide for verification and order of materials to be submitted. Required documents must be submitted in the order listed. Refer to Attachment A for the documents to be included in the two (2) original proposals and those to be included in the five (5) copies.

All originals and copies of the proposal must be sequentially page-numbered throughout the proposal. In the five (5) copies, placeholders noting the same page numbers as found in the original proposal may be inserted for the documents that are required to be submitted in the two (2) original proposals only.

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

5. EVALUATION CRITERIA

5.1 Evaluation Criteria

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

5.1.1 **Related Direct Service Experience (Attachment C)**

Maximum.....20 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 through contracts with the County of Orange.
- Proponent demonstrates history of successfully providing same or similar services 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 aside from services indicated in Table One and/or Table Two.

5.1.2 **Prior Program Management Experience (Attachments D and D-1)**

Maximum.....20 points

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

- Proponent demonstrates history of relevant experience and expertise in development, implementation, management, and evaluation of respite care services.
- Proponent 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 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.

5.1.3 **Planned Program Management of Direct Services to be Provided (Attachments E and E-1)**

Maximum.....20 points

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

- Proponent makes evident it can apply relevant experience and expertise to successfully develop, implement, manage, and evaluate the services to be provided in accordance with this RFP.
- Proponent 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 with this RFP.
- Proponent demonstrates it possesses and can implement a sound management plan to achieve the objectives of services to be provided in accordance with this RFP on time and within budget, including clearly defined responsibilities, and 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 that are to be carried out.

5.1.4 Direct Services to be Provided (Attachment F)

Maximum.....20 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.
- 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.

5.1.5 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.
- 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.
- Administrative costs do not exceed fifteen percent (15%) of the maximum obligation.
- A minimum ten percent (10%) cash and/or in-kind match of the maximum obligation is included.
- If an Indirect Cost Rate is included, the provisions set forth in Paragraph 3.4 of this RFP are followed.

6. TARGET POPULATION

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

- 6.1 Identified as at-risk of abuse and/or neglect and referred by SSA;
- 6.2 Foster children placed by SSA 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. Some foster children may be physically disabled or handicapped, suffer emotional or behavioral disorders, are human immune deficiency virus (HIV)-positive, or exhibit severe health problems;
- 6.3 Children placed or awaiting placement at Orangewood Children and Family Center (OCFC);
- 6.4 Birth child(ren) of foster parents in the home at the time respite services are to be provided to the foster child(ren);
- 6.5 Non-Minor Dependents (NMDs) (ages 18 to 19) in need of temporary respite care services due to special circumstances, such as a medical condition that requires adult supervision;
- 6.6 Children referred by SSA Domestic Abuse Services Unit (DASU);
- 6.7 Children referred by their birth parents, if considered to be at risk of abuse or neglect.

Implementation of the Resource Family Approval (RFA) program could potentially impact the delivery of respite care services although specific changes cannot be determined at this time. SSA and the Provider will work together to meet the needs of the target populations in accordance with RFA.

7. SERVICE AREAS

Proponent will coordinate respite care services for referred children with trained Respite Care Providers throughout Orange County.

8. SERVICES TO BE PROVIDED

8.1 Hours of Operation

Provider must be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. In addition, after-hour services must also be available twenty-four (24) hours per day, seven (7) days per week, via mobile device, for emergency placements through an on-call respite coordinator or designee.

Provider's office hours will maintain a holiday schedule consistent with County's: 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. Provider shall obtain prior, written approval from County for holiday(s) in excess of those listed above. Failure of Provider to obtain such approval shall result in Provider incurring upon itself all fiscal obligations related to non-County holiday(s) and shall be deemed in material breach of Agreement for services not provided during unapproved holiday(s).

8.2 Service Requirements

Referrals will be transmitted to Provider using a referral form (See Respite Referral Form Sample, Exhibit 2 of this RFP). 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. Service requirements are as follows:

- 8.2.1 Respite Care Services must be family-centered and family-friendly and must be culturally responsive to the population served. Direct service positions are required to have the ability to speak, read and write in English and Spanish, or Provider will be required to provide translation services.
- 8.2.2 Provider will ensure that Respite Care Providers 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.
- 8.2.3 Provider will be available on a twenty-four (24) hour basis to coordinate respite for foster family homes, FFA homes, adoptive parents, relative caregivers, NREFMs, high-risk parents, and parents who are victims of domestic abuse without other child care resources.
- 8.2.4 Provider's Respite Care Program Coordinator will arrange services with twenty-four (24) hours advance notice by foster family homes, FFA's, adoptive parents, relative caregivers, NREFMs, birth parents, and/or SSA staff.
- 8.2.5 Provider will make every attempt to fill emergency requests with less than twenty-four (24) hour notice.
- 8.2.6 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 Children and Family Services (CFS). Provider will not disclose or use the names or any information about Respite Care Providers, in any manner, outside the contract's scope without SSA's written approval.
- 8.2.7 Provider will ensure Respite Care Providers transport children in their respite care to the schools those children are enrolled in when respite care hours include a school day.
- 8.2.8 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 Care Provider's home.
- 8.2.9 Provider will not reimburse a Respite Care Provider for respite services when arrangements for such services were not coordinated by the Respite Care Program Coordinator.
- 8.2.10 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:
 - 8.2.10.1 Interacting with Foster and Adoptive Family Recruitment Team and foster care licensing social workers.
 - 8.2.10.2 Posting recruitment notices in relevant print and/or online publications such as CFS quarterly newsletter.

- 8.2.10.3 Conducting speaking engagements at SSA events such as foster parent forums and support group meetings, family-focused events, etc.
- 8.2.11 Provider will cooperate with SSA in implementing activities and tools used to gather data and input from Respite Care Providers, service recipients, etc., as requested.
- 8.2.12 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.
- 8.2.13 Provider must attend meetings as scheduled by SSA.
- 8.2.14 Provider will be responsible for documenting and tracking the start and end dates of respite services for each child to ensure that services do not exceed seventy-two (72) consecutive hours per respite request per child and that twenty-four (24) hours or more have elapsed before a subsequent request for the same child is approved, and maximum of five hundred four (504) hours per child per twelve (12) month period is not exceeded.
- 8.2.15 Provider will be required to appear and testify at Juvenile Court hearings, when subpoenaed.
- 8.2.16 Provider's direct service staff must complete SSA's eight (8) hour training on CFS policies and procedures.
- 8.2.17 Provider must complete a Special Incident Report (SIR), in the event there is any incident of unusual, aggressive, or high-risk behavior by any party if there are any injuries suffered by any party in the course of service delivery. Provider must use the SIR form provided by SSA and will follow reporting procedures set forth in the contract.
- 8.2.18 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://ssa.ocgov.com/about/services/contact/complaints/comply>
- 8.2.19 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>

8.3 Training

- 8.3.1 Provider will be responsible for collaborating with SSA to ensure that all Respite Care Providers are properly trained prior to rendering services.
- 8.3.2 Respite Care Program Coordinator will conduct initial training for each new Respite Care Provider at a location mutually agreed upon.

- 8.3.3 At a minimum, Provider will train Respite Care Providers in the following areas:
 - 8.3.3.1 Explanation and review of the terms of the agreement between Provider and Respite Care Provider.
 - 8.3.3.2 Explanation of mandated child abuse reporting requirements and client confidentiality.
 - 8.3.3.3 Awareness of “Kaitlyn’s Law” (California Vehicle Code Section 15620), which prohibits drivers from leaving a child six (6) years of age or younger in a vehicle without supervision by a person twelve (12) years of age or older, if the health or safety of the child is at risk, the engine is running, or the keys are in the ignition.
 - 8.3.3.4 Detailed description of the respite care process, from initial request for services through completion of the respite episode and monthly billing and payment procedures.
 - 8.3.3.5 Review of forms to be completed by Respite Care Provider and submitted to Provider.
 - 8.3.3.6 Locating available community resources for Respite Care Providers.
 - 8.3.3.7 Reference to training available through SSA.
- 8.3.4 In addition to the minimum training requirements indicated in Subparagraph 8.3.3.1 through 8.3.3.7, 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.
- 8.3.5 Provider may include current and experienced Respite Care Providers as training presenters.
- 8.3.6 Provider shall make in-service training available to Respite Care Providers on an as-needed basis and shall work in collaboration with SSA to select training topics and coordinate training schedules and locations.

8.4 **Payment Provisions and Rates**

- 8.4.1 Respite care services must be coordinated by the Respite Care Program Coordinator in order to qualify for County reimbursement. Provider shall not reimburse when respite services are arranged directly between the requester (foster parent, adoptive parent, community parent, etc.) and Respite Care Provider.
- 8.4.2 The CFS 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.
- 8.4.3 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.
- 8.4.4 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 (See Respite Pay Rates Sample, Exhibit 3 of this RFP).

- 8.4.5 Respite Care rates will be consistent with State-determined Foster Care Rates and will be amended in accordance with any changes at the State level. SSA will make available to provider the rate list at least once per year.
- 8.4.6 Foster family homes that use respite services shall pay Provider directly at the conclusion of the respite visit. Payment for children referred by SSA shall be made monthly in arrears by SSA to Provider.
- 8.4.7 Provider shall request respite care recipients to pay for services rendered within thirty (30) calendar days of service completion. SSA may waive this requirement upon Provider's request under special circumstances.
- 8.4.8 Provider may authorize reimbursement up to a maximum of fifty dollars (\$50) per respite request to Respite Care Provider for incidental expenses incurred, as listed below. Reimbursement beyond the fifty dollars (\$50) will be at the discretion of SSA. To receive reimbursement, Provider shall receive from Respite Care Providers dated receipts for the following types of incidental expenses incurred for a child in respite:
 - 8.4.8.1 Minor medical care, if child is not covered by Medi-Cal;
 - 8.4.8.2 Diapers;
 - 8.4.8.3 Baby formula;
 - 8.4.8.4 Clothing;
 - 8.4.8.5 Latex gloves.
- 8.4.9 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:
 - 8.4.9.1 To and from school;
 - 8.4.9.2 To and from medical and dental appointments;
 - 8.4.9.3 Court ordered visitations during respite visit;
 - 8.4.9.4 Emergency respite requests.

8.5 Database Requirements

- 8.5.1 Provider will work cooperatively with SSA to create a database using Microsoft Access to be utilized to produce monthly reports about services provided. The database will report the following:
 - 8.5.1.1 Children in respite: name, date of birth, age at the time respite was provided;
 - 8.5.1.2 Classification of child as CFS (dependent), Community, Wraparound, DASU;
 - 8.5.1.3 Level of care provided based on Respite Pay Rates (Exhibit 3);
 - 8.5.1.4 Foster parent/parent/caregiver name;
 - 8.5.1.5 Respite Care Providers: name, address, phone number, number of available beds, accepted ages of children, accepted gender of children;

- 8.5.1.6 SSA Social Worker's name;
 - 8.5.1.7 Social Worker's unit name;
 - 8.5.1.8 Start and end dates of each episode of respite;
 - 8.5.1.9 Reasons for utilizing respite;
 - 8.5.1.10 Number of hours of respite received;
 - 8.5.1.11 Number of days of respite received;
 - 8.5.1.12 Hourly rate paid by requester;
 - 8.5.1.13 Hourly rate paid to Respite Care Provider per completed respite request;
 - 8.5.1.14 Total amount paid to Respite Care Provider, check number, check date;
 - 8.5.1.15 Child Welfare Services (CWS) 19 Digit Client Number (as applicable).
- 8.5.2 Provider may purchase computer equipment, software, printer, etc. for the main purpose of creating and maintaining the database and generating reports for SSA. Provider will request prior approval in writing for all equipment purchases under this paragraph in order to be reimbursed.

8.6 Goals, Strategies and Outcome Objective

Respite provides concrete support to foster and biological families during times of need. The Provider will be required to cooperate with SSA in implementing ongoing activities that measure the effectiveness of Respite Care Services in providing such support. Outcome measurement activities could include written and/or electronic surveys given to families, social workers, and others (See Respite Care Services Survey Sample, Exhibit 4 of this RFP); application of evidence-based or evidence-informed models or approaches and tools; and/or other methods determined by SSA.

8.7 Reporting Requirements

Provider will prepare and transmit electronically to SSA 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 (See Monthly Report Form Sample, Exhibit 1 of this RFP) provided by SSA and will include, but not be limited to:

- Total hours of respite care provided;
- Number of hours provided per Respite Care Provider;
- Number of unduplicated children that received respite separated in categories as CFS, Community, Wraparound, DASU;
- Total duplicated number of children;
- Number of families represented by children that received respite;
- Reasons given by requesters for receiving respite services; and
- Reasons respite care could not be provided, if applicable.

9. STAFFING REQUIREMENTS

Minimum staffing requirements for Respite Care Services include a Respite Care Program Coordinator and Data Specialist/Program Support. These must be included in the proposal. Required staff must possess the minimum qualifications indicated below and job duties must, at minimum, include those listed. Additional duties beyond those indicated may be proposed.

9.1 Respite Care Program Coordinator (1.0 FTE)

Minimum Qualifications:

- 9.1.1 Minimum of one (1) year of college with coursework in a human services field.
- 9.1.2 Minimum of one (1) year of experience working with families and children in a human services field.
- 9.1.3 Effective telephone and interpersonal communications skills.
- 9.1.4 Familiarity with the juvenile dependency system.
- 9.1.5 Proficient in Microsoft Word, Excel and Outlook.
- 9.1.6 Bilingual Spanish speaking preferred.

Duties:

- 9.1.7 Coordinate short-term respite care and provide community resource linkage to families.
- 9.1.8 Match referred children with Respite Care Providers in an appropriate manner based on particular needs of the child.
- 9.1.9 Follow-up with foster parents after a scheduled respite ends to verify services were provided.
- 9.1.10 Conduct ongoing efforts to recruit County licensed foster parents to become Respite Care Providers.
- 9.1.11 Ensure that Respite Care Providers hold current foster care licenses and have completed the required training described in Paragraph 8.3.

9.2 Data Specialist/Program Support (.75 FTE)

Minimum Qualifications:

- 9.2.1 Minimum of two (2) years of college with coursework in information technology, business or other related field.
- 9.2.2 Minimum of one (1) year of experience working with databases and in data collection, analysis and reporting.
- 9.2.3 Possess strong attention to detail and accuracy.
- 9.2.4 Experience working in a human services field is desirable.
- 9.2.5 Proficient in Microsoft Access, Word, Excel and Outlook.

Duties:

- 9.2.6 Extract information from referral records and enter into a specialized database to track usage and outcomes data for all respite care services.

9.2.7 Manipulate data fields and produce reports as requested by SSA.

9.2.8 Provide support to Respite Care Program Coordinator as needed.

10. DEFINITIONS

- 10.1 Children at risk means children identified as being at risk of abuse and/or neglect.
- 10.2 Community Referrals means children living in Orange County that are not dependents of the Orange County Juvenile Court or referred by the Wraparound or DASU programs.
- 10.3 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.
- 10.4 Developmentally Disabled/Handicapped (Level II) means foster children with a diagnosis or at-risk condition, which requires monitoring and/or special interventions.
- 10.5 Developmentally Disabled/Handicapped (Level III) means foster children with a diagnosis or at-risk condition, which requires close monitoring and/or frequent interventions.
- 10.6 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.
- 10.7 Domestic Abuse Services Unit (DASU) identifies and assists applicants and recipients of the California Work Opportunity and Responsibility to Kids (CalWORKs) program who are past or present victims of domestic violence so they may overcome this barrier, obtain employment, and become self-sufficient.
- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 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 10.9 and 10.10.
- 10.12 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.

- 10.13 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.
- 10.14 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).
- 10.15 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.
- 10.16 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.
- 10.17 Non-CFS Children means children from the community who receive respite services.
- 10.18 Non-Minor Dependent (NMD) means a foster child who attained the age of eighteen (18) years while in foster care and chooses to continue to receive services through age twenty-one (21) years and complies with participation requirements under the responsibility of SSA. NMDs up to age nineteen (19) may be eligible for respite.
- 10.19 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.
- 10.20 Respite Care Program Coordinator means Provider's staff whose responsibilities include, but are not limited to, respite services management and coordination, provider recruitment and training, and liaison to SSA.
- 10.21 Respite Care Provider means a County 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.
- 10.22 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.
- 10.23 Wraparound is a family-centered, strength-based, needs-driven program designed to provide intensive, coordinated and highly individualized interventions and support services to facilitate and support children's ability to remain in a safe and stable home.

ATTACHMENTS

REQUIRED DOCUMENT CHECKLIST**ATTACHMENT A**

Name of Proponent: _____

INSTRUCTIONS:

Please submit the following documents in the order listed on this form. Items to be submitted in the two (2) original proposal packages in three-ring binders and in the seven (7) copies of the proposal are marked accordingly. Proponent will indicate on this checklist whether or not all items requested have been included. Proponent will complete this form and include it in the proposal package directly after the proposal's Table of Content.

Required Documents	Original Packages	Copy Packages	Completed and Enclosed	Section and Page #
Attachment A – Required Documents Checklist	X	X		
Table of Contents	X	X		
PART ONE				
Attachment B – Agency Summary	X	X		
Attachment C – Related Direct Service Experience	X	X		
Attachments D and D-1: Prior Program Management Experience	X	X		
Attachments E and E-1: Planned Program Management of Direct Services to be Provided	X	X		
Attachment F – Direct Services to be Provided	X	X		
PART TWO				
Attachment G – Line Item Budget	X	X		
Attachment H – Budget Narrative	X	X		
PART THREE				
Attachment I – Board of Directors	X	X		
Attachment J – Statement of References	X	X		
Attachment K – Agency Litigation Involvement	X			
Attachment L - General Contract Provision Signature Page	X	X		
Organizational Structure *	X			
Certificates of Insurance	X			
Financial Statements *	X			
Certification of Financial Support *	X			
Form of Business Organization *	X			
Articles of Incorporation (executed by the Secretary of State) and Bylaws	X			
Affirmative Action Plan	X	X		
Service Delivery Client Grievance Procedure	X	X		
Signature Authorization Resolution/Documentation	X	X		

REQUIRED DOCUMENT CHECKLIST**ATTACHMENT A**

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

***Organizational Structure, Including Organizational Chart**

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

***Financial Statements**

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

***Certification of Financial Support**

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

***Form of Business Organization**

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

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

PART ONE

AGENCY SUMMARY

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

Name and Title of Contact Person:

Agency Address, Telephone and Fax Numbers:

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

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: _____

Proposed Service Component(s):

Respite Care Services

Amount requested:

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 C

Name of Proponent: _____

INSTRUCTIONS: Please complete the four (4) following tables in the order presented. If a question does not apply to your agency, answer with a full response rather than stating "Not Applicable." Begin with the most current experience. ***Limit your responses to no more than two (2) pages per table utilizing the table formats presented below. Pages that exceed the limit will not be evaluated or scored.***

Table 1: Experience with the County of Orange, California

Proponent must list all contracts and briefly describe services it has provided in the past five (5) years to the County of Orange, California. 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.

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

Table 2: Experience other than with the County of Orange, California

Proponent must list all contracts and briefly describe services it has provided in the past five (5) years, other than County of Orange, California 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.

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

RELATED DIRECT SERVICE EXPERIENCE

ATTACHMENT C

Table 3: Additional Experience

In addition to contract service experience as described in Tables 1 to 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.

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

Table 4: Failure to Complete Contracts

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

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

INSTRUCTIONS: For service delivery experience specified in Attachment C, Proponent must answer all of the following questions regarding its management of the services indicated. Answer all of the following questions in the order presented, restating the number and question before each response. If a question does not apply answer with a full response rather than stating "Not Applicable." Begin with the most current experience. ***Limit your responses to no more than ten (10) pages total. Pages that exceed the limit will not be evaluated or scored.***

In addition to the questions below, complete Attachment D-1 (next page), indicating all Management and Non-Management Supervisory staff associated with Tables 1, 2 and 3 in Attachment C. Provide brief justification as to why each was selected to fulfill the position in the particular assignment. What made each one the best qualified candidate to manage/administer the indicated services? ***Attachment D-1 will not count toward the page count.***

1. Describe each management staff's relevant experience and expertise in developing, implementing, managing and evaluating respite care or similar service(s) as specified in Attachment C.
2. Describe your organizational experience and expertise in managing the delivery of the service(s) specified in your response to Attachment C. Specify how the services were developed, implemented, administered and evaluated.
3. Describe one (1) example of an administrative challenge and/or barrier encountered in the delivery of one (1) of the indicated services in Attachment C and how it was resolved. Specify adjustments and/or improvements made to service delivery as a result of what was learned.
4. Describe how you monitored performance and effectively corrected findings in the provision of similar (previous or current) contracts and/or projects.
5. Describe what resources and/or methods you have utilized in the past to recruit qualified staff to manage human service programs.
6. Describe your program management experience working with Social Services Agency and/or other human services agencies. Indicate, at minimum, the nature of the working relationship, length of experience, barriers encountered and their resolutions.

STAFFING – PRIOR PROGRAM MANAGEMENT EXPERIENCE**ATTACHMENT D-1**

Complete the following table indicating all Management staff and Non-Management Supervisory staff associated with Attachment C. Additional pages may be included provided pages utilize the same table format below.

Incumbent Name	Position/Title in Previous and Current Contracts or Projects	Years of Experience in Previous and Current Contracts or Projects	Relevant Education, Training, & Language Capability
Management Staff			
<u>Brief</u> Justification of Assignment and Other Pertinent Information			
<u>Brief</u> Justification of Assignment and Other Pertinent Information			
Non-Management Supervisory Staff			
<u>Brief</u> Justification of Assignment and Other Pertinent Information			
<u>Brief</u> Justification of Assignment and Other Pertinent Information			

**PLANNED PROGRAM MANAGEMENT OF DIRECT SERVICES
TO BE PROVIDED**

ATTACHMENT E

INSTRUCTIONS: In regards to this RFP and Proponent's understanding of service(s) to be provided, Proponent must answer all of the following questions pertaining to the 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, answer with a full response rather than stating "Not Applicable." Begin with the most current experience. ***Limit your responses to no more than ten (10) pages total. Pages that exceed the limit will not be evaluated or scored.***

In addition to the questions below, complete Attachment E-1 (next two pages), indicating all incumbent Management and Non-Management/administrative staff who will be responsible for the overall administration of services to be provided if your organization is awarded a contract. Provide clear, concise support that describes each incumbent's relevant knowledge, experience and abilities 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. ***Attachments E-1 will not count toward the page count.***

1. If candidates for management/administrative positions have not been determined for the Respite Care Services program, use a separate sheet of paper to provide clear, concise descriptions of responsibilities, minimum qualifications, and a recruitment plan and timeline to fill each required staff position.
2. Describe the planned supervisory hierarchy specifying communication protocol between supervisor and direct reports and how supervision and communication will be accomplished during absences and/or attrition of supervisory staff.
3. Describe or include organizational policies and procedures (P&P) to recruit, hire, train and maintain staff that are culturally responsive. (If including your organization's P&P, please include only the relevant pages.)
4. Describe how your agency will manage the implementation, administration and evaluation of the delivery of the service(s) specified in this RFP.
5. Identify all start-up activities including staff recruitment and training, securing facility (if applicable) and assigning qualified and experienced staff to ensure implementation of Respite Care Services on July 1, 2016 (or by the date set by the County of Orange if modified).
6. Describe your organization's management plan for staffing the Respite Care Services program, to ensure timely and ongoing cooperation with SSA to facilitate achieving the program's goals and produce outcome measures.
7. The Respite Care Services provider will be responsible for cooperating with SSA to implement a database system to track client information, service usage, respite care rates, etc. The database will be used to produce other reports to meet programmatic goals and outcome measurements.
 - a. Describe your agency's experience in maintaining a large amount of information in a comprehensive database.
 - b. Describe how your organization will manage the creation and implementation of the database as specified in the RFP and in cooperation with SSA.
 - c. Describe how your organization will manage the maintenance of the database and needed updates, as may be directed by SSA.

STAFFING – PLANNED PROGRAM MANAGEMENT OF DIRECT SERVICES TO BE PROVIDED

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

Incumbent Name	Position/Title in Previous and Current Contracts or Projects	Years of Experience in Previous and Current Contracts or Projects	Relevant Education, Training, & Language Capability
Management/Administrative Staff			
Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment			
Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment			
Non-Management Supervisory Staff			
Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment			
Brief Justification of Assignment, Role, Responsibilities and Weekly Commitment			

STAFFING – PLANNED PROGRAM MANAGEMENT OF DIRECT SERVICES TO BE PROVIDED

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

DIRECT SERVICES TO BE PROVIDED**ATTACHMENT F**

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, answer with a full response rather than stating "Not Applicable." ***Limit your responses to no more than ten (10) pages total. Pages that exceed the limit will not be evaluated or scored.***

1. Provide an action plan which clearly demonstrates an understanding of the services to be provided and the target population to be served. Describe objectives and outcomes to be obtained. Explain how the service delivery model will help achieve the objectives and desired outcomes. Give details indicating the specific tasks and activities necessary to accomplish each. Discuss anticipated and/or potential barriers to service delivery and include a plan for how these will be resolved, which should include programmatic adjustments and/or improvements to maintain adherence to RFP requirements.
2. Describe your training plan, including topics and frequency, for new and current Respite Care Providers to ensure their skills and license remain current. Discuss the method you will use to track and monitor training completion.
3. Describe how you plan to track and monitor services requested, including a subsequent follow-up plan to ensure respite services were completed as requested.
4. 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.
5. Provide a list of major equipment to be used for the direct provision of services. Specify if your organization will provide equipment or if equipment is included in proposed budget.
6. Describe how your service delivery plan will:
 - a. Be conducted in a manner sensitive to literacy, language, and socio-cultural issues that may impact the participant, be family-centered and family-friendly.
 - b. Incorporate community resource linkage or referrals to users of Respite Care Services.
 - c. Appropriately match children with respite care providers based on the child(s) needs.

PART TWO

LINE ITEM BUDGET ⁽¹⁾**ATTACHMENT G**

Name of Proponent:_____

Please provide one budget for each of the following periods: July 1, 2016 through June 30, 2017; July 1, 2017 through June 30, 2018; July 1, 2018 through June 30, 2019; July 1, 2019 through June 30, 2020; July 1, 2020 through June 30, 2021. ⁽¹⁾

Items listed are subject to negotiations between SSA and the Proponent.

A. SALARIES AND EMPLOYEE BENEFITS

Salaries - List each position to be funded by this award and provide the information requested. Proponent must include other Direct Service Positions deemed necessary and appropriate for the Respite Care Services program.

Position Title/Incumbent's Name if known	FTE⁽²⁾	Hours per Week	Maximum Hourly Rate	Monthly Salary⁽⁴⁾	Annual Budget
Direct Service Positions: ⁽³⁾ Proponent must specify if the position will be bilingual and must indicate the second language.					
Respite Care Program Coordinator <i>(1.00 FTE is required)</i>	1.00	40.00			
Data Specialist/Program Support <i>(.75 FTE is required)</i>	.75	30.00			
Administrative Positions ⁽⁴⁾ [Examples given below. Proponent must specify proposed positions.]					
<i>Executive Director</i>					
<i>Program Supervisor</i>					
<i>Accountant, Payroll</i>					
<i>Clerical Support</i>					
		Subtotal All Administrative Positions			
		Total Salaries All Positions			

ON ATTACHMENT H – BUDGET NARRATIVE; PROVIDE JUSTIFICATION FOR EACH BUDGETED LINE ITEM PROPONENT LISTS ON THIS PAGE G – 1 OF THE LINE ITEM BUDGET. PROPOSALS THAT DO NOT PROVIDE JUSTIFICATION WILL BE DEEMED NON-RESPONSIVE.

LINE ITEM BUDGET ⁽¹⁾**ATTACHMENT G**

Employee Benefits - List type of employee benefit(s) and amount budgeted.

Direct Service Staff	Annual Budget
Medical Insurance (Average)	\$
Dental Insurance	\$
Life Insurance	\$
Long Term/Short Term Disability	\$
Payroll Taxes	\$
401 k contributions*	\$
Miscellaneous Benefits*	\$
Employee Bonuses*	\$
Other: (Must List)*	\$
	Subtotal All Direct Service Staff Benefits
	Direct Staff Benefits Percentage
	\$
	%

Administrative Staff	Annual Budget
Medical Insurance (Average)	\$
Dental Insurance	\$
Life Insurance	\$
Long Term/Short Term Disability	\$
Payroll Taxes	\$
401 k contributions*	\$
Miscellaneous Benefits*	\$
Employee Bonuses*	\$
Other: (Must List)*	\$
	Subtotal Administrative Staff Benefits
	Administrative Staff Benefits Percentage
	Total All Benefits
	Total All Salaries and Benefits
	\$
	%
	\$
	\$

ON ATTACHMENT H – BUDGET NARRATIVE; PROVIDE JUSTIFICATION FOR THOSE LINE ITEMS DENOTED WITH AN ASTERISK ON THIS PAGE G – 2 OF THE LINE ITEM BUDGET. PROPOSALS THAT DO NOT PROVIDE JUSTIFICATION WILL BE DEEMED NON-RESPONSIVE.

LINE ITEM BUDGET ⁽¹⁾**ATTACHMENT G****B. PROGRAM COSTS**

Program expenses include items such as payments to Respite Care Providers for services performed and reimbursements to Respite Care Providers to cover incidental costs incurred for children in respite (per the provisions of Paragraph 8.4.8). Additional direct program costs should be listed to be considered.

Direct Program Costs	Annual Budget
Payments to Respite Care Providers	\$
Reimbursements to Respite Care Providers for Incidental Expenses (\$50 maximum per respite episode)	\$
Other (specify)	\$
Other (specify)	
Other (specify)	
Other (specify)	
TOTAL PROGRAM COSTS	

Unless otherwise specified the categories listed below are only for reference. Proponent must revise to meet its needs.

C. ADMINISTRATIVE COSTS: SERVICES AND SUPPLIES

1) Services - List consultant(s) or contracted services

Name of Consultant(s)/Contracted Services	Annual Budget
Independent Audit	\$
Language Translation Services	\$
Consultant for Database Development	\$
Training	\$
Other (Specify)	\$
Other (Specify)	\$
Sub-Total Services	\$

2) Supplies

Categories	Annual Budget
Office Supplies	\$
Office Equipment (specify)	\$
Computer Equipment (see paragraph 8.5.2 for requirements)	\$
Other (Specify)	\$
Other (Specify)	\$
Other (specify)	\$
Sub-Total Supplies	
TOTAL SERVICES AND SUPPLIES	

LINE ITEM BUDGET ⁽¹⁾**ATTACHMENT G****D. OPERATING EXPENSES**

Categories	Annual Budget
Facility Lease/Rental	\$
Equipment Lease/Rental	\$
Maintenance	\$
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$
Telephone	\$
Mileage	\$
Printing	
Marketing, Outreach	
Other (specify)	
TOTAL OPERATING EXPENSES	\$
TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$

E. INDIRECT COSTS/PROGRAM INCOME/PROFIT

Categories	Annual Budget
Indirect Costs ⁽⁵⁾	\$
Other (Specify)	\$
GRAND TOTAL LINE ITEM BUDGET	
Minus Match	
TOTAL BEING REQUESTED	

ON ATTACHMENT H – BUDGET NARRATIVE, PROVIDE JUSTIFICATION FOR EACH BUDGETED LINE ITEM PROPONENT LISTS ON PAGE G – 3 and G – 4 OF THE LINE ITEM BUDGET.

PROPOSALS THAT DO NOT PROVIDE JUSTIFICATION WILL BE DEEMED NON-RESPONSIVE.

⁽¹⁾ Although this RFP is to solicit proposals for sixty (60) month period, the County reserves the right to award one (1) three-year contract, which may be renewed for two (2) additional twelve (12) month periods under the same terms and conditions. If Proponent wishes to propose increases to any budgeted line items in any year subsequent to the first year of the term, the Proponent must submit separate budgets for each of the subsequent years. All budgets should reflect anticipated increases in hourly rates and monthly salaries. Please note anticipated level of funding will remain the same for each year of the term under this RFP.

⁽²⁾ FTE = Amount of time employee works on the Respite Care Services program. State as a percentage based on a forty (40) hour work week.

LINE ITEM BUDGET ⁽¹⁾**ATTACHMENT G**

- ⁽³⁾ Required Direct Service positions are the Respite Care Program Coordinator and Data Specialist. Proponent may propose other Direct Service staff deemed as necessary with full justification provided in Attachment H. Positions must be indicated as either salaried or hourly paid positions.
- ⁽⁴⁾ Administrative positions include program supervisor (if to be proposed) and all other classifications that will not provide services directly to Respite Care Providers, foster parents, or children served. Positions must be indicated as either salaried or hourly paid positions.
- ⁽⁵⁾ All Indirect Costs must be listed on a separate line and itemized on Attachment G.

LINE ITEM BUDGET ⁽¹⁾**ATTACHMENT G****REVENUE**

List all of your agency's current and projected sources and amounts of revenue, including the program for which you are submitting a proposal, for the period July 1, 2016 through June 30, 2017.

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

ALLOCATE COSTS AMONG ALL PROGRAMS FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2017, USING A COST RATIO (INCLUDE THE PROGRAM FOR WHICH YOU ARE SUBMITTING A PROPOSAL). PROVIDE THE SAME FOR YEARS TWO, THREE, FOUR AND FIVE IF THEY ARE DIFFERENT FROM YEAR ONE. USE ADDITIONAL SHEETS IF NECESSARY.

(SEE SAMPLE ON NEXT PAGE)

LINE ITEM BUDGET (SAMPLE)

ATTACHMENT G

D. REVENUE

List all of your agency's current and projected sources and amounts of revenue, including the program for which you are submitting a proposal, for the period July 1, 2016 through June 30, 2017.

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

ALLOCATE COSTS AMONG ALL PROGRAMS FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2017, USING A COST RATIO (INCLUDE THE PROGRAM FOR WHICH YOU ARE SUBMITTING A PROPOSAL). PROVIDE THE SAME FOR YEARS TWO, THREE, FOUR AND FIVE IF THEY ARE DIFFERENT FROM YEAR ONE.

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

BUDGET NARRATIVE**ATTACHMENT H**

Name of Proponent: _____

Describe/Justify each budgeted line item from Attachment G.**DIRECT SERVICE STAFF DETAIL**

Provide requested information for all positions in line item budget, even if detailed elsewhere in your proposal. Include hourly rates for years two, three, four and five if different from year one. Use extra sheets if necessary.

TITLE/Candidate's name if known	FTE	MAXIMUM HOURLY RATE
Duties		
Minimum Qualifications		
Justification for Position		

TITLE/Candidate's name if known	FTE	MAXIMUM HOURLY RATE
Duties		
Minimum Qualifications		
Justification for Position		

BUDGET NARRATIVE**ATTACHMENT H****ADMINISTRATIVE STAFF DETAIL**

Provide requested information for all positions in line item budget, even if detailed elsewhere in your proposal. Include hourly rates for years two, three, four and five, if different from year one. Use extra sheets if necessary.

TITLE/Candidate's name if known	FTE	MAXIMUM HOURLY RATE
Duties		
Minimum Qualifications		
Justification for Position		

TITLE/Candidate's name if known	FTE	MAXIMUM HOURLY RATE
Duties		
Minimum Qualifications		
Justification for Position		

BUDGET NARRATIVE**ATTACHMENT H**

UNLESS OTHERWISE INSTRUCTED, PROVIDE DETAILED ITEMIZATION AND JUSTIFICATION FOR EACH BUDGETED LINE ITEM LISTED ON LINE ITEM BUDGET (ATTACHMENT G).

Use extra sheets if necessary. Unless otherwise specified on Attachment G the categories listed below are only for reference. Proponent must revise to meet its needs.

EMPLOYEE BENEFITSMiscellaneous BenefitsEmployee BonusesOther**SERVICES AND SUPPLIES – Consultants / Contract Services**Independent AuditOther (Specify)**SERVICES AND SUPPLIES – Supplies**Office ExpenseProgram Expense:Telephone:Mileage:Other (Specify):**OPERATING EXPENSES**Facilities Expense (Provide justification here and complete Facilities Expense Table below):Equipment-Lease/Rental:Maintenance:Utilities:Insurance:Other (Specify)

BUDGET NARRATIVE**ATTACHMENT H**

Indirect Costs: Proponents who submit a budget that includes indirect costs must itemize and include the formula for determining cost below. If submitting budget with profit, detail formula for applicable percentage in the space below.

INDIRECT COSTS
<u>Indirect Costs:</u> <u>Other (Specify)</u>

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

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

PART THREE

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

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

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

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

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

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

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

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

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

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

STATEMENT OF REFERENCES**ATTACHMENT J**

Name of Proponent: _____

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. ***NOTE: References from employees of SSA are not permitted.***

Dates of Service	Name	Address	Phone	Contact Person
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Services Provided:

Dates of Service	Name	Address	Phone	Contact Person
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Services Provided:

Dates of Service	Name	Address	Phone	Contact Person
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Services Provided:

AGENCY LITIGATION INVOLVEMENT**ATTACHMENT K**

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 Agency or any of its principal officers involved in litigation now or within the last two years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Is the Executive Director involved in litigation? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Are any members of the Board of Directors unable to be bonded? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Are any key staff members unable to be bonded? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Has the Agency or Project Director ever been cited for improper management? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Has the Agency or Project Director ever had public or foundation funds withheld? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Has the Agency, if nonprofit, ever had its nonprofit status revoked or withheld? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Has the Agency, Project Director, or any key staff member ever been involved in, or cited for, any civil rights violation? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Is the Agency presently debarred or ineligible for the award of funds by any Federal agency? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Response Section (Use extra pages, as necessary)

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

Completed By: _____
Name and Title

GENERAL CONTRACT PROVISIONS**ATTACHMENT L****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.

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

3.3 Upon the request of Administrator, Contractor shall send appropriate staff to 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 to perform the services described in this Agreement, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, Contractor warrants that its employees shall conduct themselves in compliance with such laws and licensure

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

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 there under 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 its 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.

5.2.1 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.

5.2.2 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

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

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:

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

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:

- The term duration of any rental, lease or license agreement;
- The amount of monetary consideration to be paid to the lesser or licensor over the term of the rental, lease or license agreement
- The type and dollar value of any other consideration to be paid to the lesser or licensor; and
- 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.

6.3.4 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.

6.3.5 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. USE OF COUNTY PROPERTY

7.1 County intends to permit Contractor the rent-free use of office space, office furniture, and office equipment located in any and all offices and County facilities at which Contractor shall be collocated with County staff pursuant to this Agreement, as is more particularly set forth in that certain real estate agreement described in Subparagraph 7.2, below. As stated in the lease or license agreement, said office space, office furniture, and equipment shall be used solely by employees of Contractor while performing their assigned duties pursuant to this Agreement.

7.2 Contractor shall enter into a rent-free lease or license agreement with Administrator for facilities provided by Administrator and will execute all terms and conditions of said agreement

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

upon Administrator's presentation of said document to Contractor. Failure to execute the lease or license agreement will result in a breach of this Agreement.

8. NON-DISCRIMINATION

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

8.2 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.

8.3 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.

8.4 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).

8.5 Non-Discrimination in Employment

8.5.1 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 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected group in accordance with the requirements of all applicable Federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

8.5.2 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)

8.6 Non-Discrimination in Service Delivery

8.6.1 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;

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

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.

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

8.6.3 Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

8.6.4 Discrimination Complaint Form

8.6.5 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. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. NOTICES

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

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County: County of Orange Social Services Agency
 Contract Services
 888 N. Main Street
 Santa Ana, CA 92701

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

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any 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.

10. 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.

11. INDEMNIFICATION

11.1 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.

12. INSURANCE

12.1 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. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this agreement shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this agreement. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

work. Such proof of insurance must be maintained by Contractor through the entirety of this agreement for inspection by County representative(s) at any reasonable time.

12.2 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.

12.3 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 zero (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 upon review of Contractor's current audited financial report.

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

12.5 Qualified Insurer

12.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

12.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance (Only required if professional license staff will be employed)	\$1,000,000 per claims made or per occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty	\$165,409

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

GENERAL CONTRACT PROVISIONS**ATTACHMENT L****12.8 Required Coverage Forms**

12.8.1 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.

12.8.2 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.

12.9 Required Endorsements

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

12.9.1.1 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.

12.9.1.2 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.

12.10 The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

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

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

12.13 Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this Agreement.

12.14 If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two (2) years following completion of this Agreement.

12.15 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).

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

12.17 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.

12.18 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

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

12.19 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.

12.20 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.

13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

Contractor shall report to County:

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. CONFLICT OF INTEREST

14.1 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.

14.2 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.

15. 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.

GENERAL CONTRACT PROVISIONS**ATTACHMENT L****16. 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.

17. EQUIPMENT

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

Contractor further agrees to the following:

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

17.1.2 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.

17.1.3 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.

17.1.4 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.

17.2 The purchase of any Capital Equipment by Contractor shall be requested in writing, shall require the prior written approval of Administrator, and shall fulfill the provisions of this Agreement which are appropriate and directly related to Contractor's services or activity under the terms of this Agreement. The County may refuse reimbursement for any costs resulting from Capital Equipment purchased, which are incurred by Contractor, if prior written approval has not been obtained from Administrator.

17.3 Personal Computer Equipment

No personal computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof may be purchased with funds provided under this Agreement, regardless of purchase price, without prior written approval of Administrator. Any such

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

purchase shall be in accordance with specifications provided by Administrator, be subject to the same inventory control conditions specified in Subparagraphs 17.1.1– 17.1.4 and, at the sole discretion of Administrator, become the property of County upon termination of this Agreement.

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

- 18.1 Afford Contractor a time period within which to cure the breach, which period shall be established by Administrator; and/or
- 18.2 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
- 18.3 Offset against any monies billed by Contractor but yet unpaid by the County those monies disallowed pursuant to 18.2, 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.

19. PAYMENTS**19.1 Allowable Costs:**

During the term of this Agreement, the County shall pay Contractor monthly in arrears, for actual allowable costs incurred and paid by Contractor pursuant to this Agreement, as defined by applicable federal cost principles or as approved by Administrator. However, County, in its sole discretion, may pay Contractor for anticipated allowable costs that will be incurred by Contractor for June 2017, during the month of such anticipated expenditure.

19.2 Advance Payment:

Administrator may, in its sole discretion, advance to Contractor an amount(s) not in excess of 16.67 percent of the maximum obligation of County for the first twelve-month period of the Agreement, upon receipt of a written request(s). The request shall be accompanied by such justification as Administrator may require. Administrator may deduct any such advances from any one or more payments owed to Contractor prior to March 31, 2017. If, at the conclusion of this Agreement, there is a balance owing County, Contractor shall immediately refund said monies to County.

19.3 Match:

In providing services pursuant to this Agreement, Contractor shall provide a match in an amount no less than ten percent (10%) of the amount paid to Contractor by County 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 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 County, or paid to County upon demand.

GENERAL CONTRACT PROVISIONS**ATTACHMENT L****19.4 Claims:**

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

19.4.2 All claims must be submitted on a form approved by Administrator. Administrator may require Contractor to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that Contractor must submit shall be determined by Administrator and/or the County's Auditor-Controller. Contractor shall retain all financial records in accordance with Paragraph 24(Records, Inspections, and Audits) of this Agreement.

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

19.4.4 Year End and Final Claims:

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

19.4.4.2 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.

20. 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

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

any administrative appeal process. Contractor agrees to pay all costs incurred by the County necessary to enforce the provisions set forth in this paragraph.

21. 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.

22. REVENUE

22.1 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.

22.2 Contractor is not required to apply grants or gifts which are unrestricted in use to any cost or expense of Contractor in which County participates.

23. FINAL REPORT

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

24. INDEPENDENT AUDIT

24.1 Contractor shall employ a licensed certified public accountant who shall prepare and file with Administrator an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with 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.

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

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

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

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

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

25.2 Client Records:

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

25.2.2 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 43.2.

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

25.3 Public Records:

25.3.1 With the exception of client records or other records referenced in Paragraph 31, 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.

25.4 Inspections and Audits:

25.4.1 The U. S. Department of Health and Human Services, Comptroller General of the United States, Director of the CDSS, State Auditor-General Administrator, the County's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers and records, including medical records, of Contractor which any of them may determine to be pertinent to this Agreement 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.

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

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

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

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

25.5 Evaluation Studies:

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

26. PERSONNEL DISCLOSURE

26.1 Contractor shall make available to Administrator a current list of all personnel providing services hereunder, including 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:

- Names of all full or part-time personnel by title, including volunteer personnel, whose direct services are required to provide the programs described herein;
- 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;
- The professional degree, if applicable, and experience required for each position; and
- The language skill, if applicable, for all personnel.

26.2 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.

26.3 Where authorized by law, Contractor shall conduct, at no cost to 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.

26.4 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.

26.5 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 may determine whether such employee and/or volunteer may continue to provide services under this Agreement and shall provide notice of

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

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 18, above.

26.6 County has the right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff.

26.7 County shall have the right to require Contractor to remove any employee from the performance of services under this Agreement. At the request of County, Contractor shall immediately replace said personnel.

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

26.9 Disqualification, if any, of Contractor staff, pursuant to Paragraph 26, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

28.1 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

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

- (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.

28.2 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.

28.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

Contractor shall establish a procedure acceptable to Administrator to ensure that all employees, 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.

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

31. CONFIDENTIALITY

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

31.2 All records and information concerning any and all persons referred to Contractor by the County or the County's designee shall be considered and kept confidential by Contractor, 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

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

having the capacity to audit Contractor, and as to the latter, only during such audit. Contractor shall comply with any audits specified in Subparagraph 25, provide reports and any other information required by the County in the administration of this Agreement, and as otherwise permitted by law.

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

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

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

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

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

32. COPYRIGHT ACCESS

32.1 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.

33. 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.

34. PETTY CASH

Contractor is authorized to establish a petty cash fund in an amount not to exceed one thousand dollars (\$1,000.00).

35. PUBLICITY

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.

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

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:

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

36. COUNTY RESPONSIBILITIES

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

37. REFERRALS

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

37.2 Services shall be provided to children and their families at risk of abuse or neglect or who have been abused or neglected. Contractor shall give first priority for services to those children referred by County or County's designee on County's referral form by Administrator.

38. REPORTS

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

38.2 Contractor shall maintain records and submit reports containing such data and information regarding the performance of Contractor's services, costs or other data relating to this Agreement as may be requested by Administrator, upon a form approved by Administrator. Administrator may modify the provisions of this paragraph upon written notice to Contractor.

39. 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).

40. ENVIRONMENTAL PROTECTION STANDARDS

40.1 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, hereinafter 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:

40.1.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

GENERAL CONTRACT PROVISIONS**ATTACHMENT L**

40.1.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

40.1.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

41. 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 certify compliance utilizing a form provided by Administrator that cites the following:

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.

GENERAL CONTRACT PROVISIONS**ATTACHMENT L****42. 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.

43. TERMINATION PROVISIONS

43.1 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 obligations under this Agreement.

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

43.3 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.

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

44. 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.

45. 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**ATTACHMENT L****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/Type Name:_____ Title:_____

EXHIBITS

MONTHLY REPORT FORM (SAMPLE ONLY)

Social Services Agency
Contract Services Monthly Report
Respite Care Services

Agency: _____

Month / Year: _____

NOTE: This report is due to SSA Contract Services by the 10th calendar day of each month.

I. CHILDREN SERVED

a.	CFS children (unduplicated)	<u>0</u>
b.	CFS children- WRAP (unduplicated)	<u>0</u>
c.	Non-CFS children/Community (unduplicated)	<u>0</u>
Total number of all children served		<u>0</u>

II. HOURS OF RESPITE CARE PROVIDED

a.	Number of respite hours provided to CFS children (duplicated)	<u>0</u>
b.	Number of respite hours provided to Non-CFS children (duplicated)	<u>0</u>
c.	Number of respite hours provided to CFS children- WRAP (duplicated)	<u>0</u>
Total number of respite hours provided to all children		<u>0</u>

III. COMMUNITY OUTREACH AND RESPITE CARE PROVIDER RECRUITMENT

a. List audiences/organizations for outreach and recruitment efforts

IV. TRAINING

a. List training topics provided; # of training hours; Training format (live, e-learning, other as specified)

Detailed information regarding Respite Care Providers, Referral Source, CFS Program and SSW, etc. will be provided on the monthly Respite Care Report

Prepared by: _____ Date: _____ Telephone: _____

Print Name: _____

Program Supervisor/Director Signature _____

Print Name: _____

RESPITE REFERRAL FORM (SAMPLE ONLY)

➤ **PHONE REFERRAL TO TOPS RESPITE COORDINATOR: (714) 245-0045**
➤ **FAX REFERRAL WITHIN 24 HOURS OF PHONE REFERRAL: (714) 245-1738**

Date: _____
SSW Name: _____ Phone: _____ Program: _____
SSSS Name: _____ Phone: _____

CHILD/CHILDREN TO BE SERVED

First: _____ Last: _____ DOB: _____
Language: _____ State #: _____ CWS 19-Digit Client ID #: _____

First: _____ Last: _____ DOB: _____
Language: _____ State #: _____ CWS 19-Digit Client ID #: _____

First: _____ Last: _____ DOB: _____
Language: _____ State #: _____ CWS 19-Digit Client ID #: _____

First: _____ Last: _____ DOB: _____
Language: _____ State #: _____ CWS 19-Digit Client ID #: _____

CAREGIVER TO BE SERVED

First: _____ Last: _____ DOB: _____
Type of Caregiver: _____ Language: _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____
Address: _____ City: _____ State: _____ Zip: _____

- Respite services are temporary and must be pre-approved by the TOPS Respite Coordinator and the assigned/referring CFS social worker.
- Services must have a 24-hour break between each episode of service.
- Overnight services are limited to 72 hours duration per episode of service.

PRIMARY REASON FOR RESPITE REQUEST:

- ☐ Caregiver break
☐ Caregiver medical need/treatment/appointment
☐ Caregiver family member medical need/treatment/appointment
☐ Caregiver attend training
☐ Caregiver attend conference
☐ Caregiver appointment
☐ Caregiver special occasion
☐ OTHER (specify): _____

RESPITE PAY RATES (SAMPLE ONLY)

Foster Care Rate	0-4yrs (\$688)	5-8yrs (\$744)	9-11yrs (\$783)	12-14yrs (\$820)	15-19yrs (\$859)
Requestor Rate	\$22.93	\$24.80	\$26.10	\$27.33	\$28.63
Provider Pay Rate	\$36.69	\$39.68	\$41.76	\$43.73	\$45.81
Special Care Level 1	0-4yrs (\$1081)	5-8yrs (\$1095)	9-11yrs (\$1113)	12-14yrs (\$986)	15-19yrs (\$1025)
Requestor Rate	\$36.03	\$36.50	\$37.10	\$32.87	\$34.17
Provider Pay Rate	\$57.65	\$58.40	\$59.36	\$52.59	\$54.67
Special Care Level 2	0-4yrs (\$1294)	5-8yrs (\$1308)	9-11yrs (\$1324)	12-14yrs (\$1198)	15-19yrs (\$1237)
Requestor Rate	\$43.13	\$43.60	\$44.13	\$39.93	\$41.23
Provider Pay Rate	\$69.01	\$69.76	\$70.61	\$63.89	\$65.97
Special Care Level 3	0-4yrs (\$1561)	5-8yrs (\$1576)	9-11yrs (\$1592)	12-14yrs (\$1466)	15-19yrs (\$1505)
Requestor Rate	\$52.03	\$52.53	\$53.07	\$48.87	\$50.17
Provider Pay Rate	\$83.25	\$83.87	\$84.91	\$29.33	\$80.27
Special Care Level 4	0-4yrs (\$1738)	5-8yrs (\$1752)	9-11yrs (\$1769)	12-14yrs (\$1644)	15-19yrs (\$1683)
Requestor Rate	\$57.93	\$58.40	\$58.97	\$54.80	\$56.10
Provider Pay Rate	\$92.69	\$93.44	\$94.35	\$87.68	\$89.76
Specialized Care Increment <i>Minimum</i>	0-4yrs (\$763)	5-8yrs (\$819)	9-11yrs (\$858)	12-14yrs (\$895)	15-19yrs (\$934)
Requestor Rate	\$25.43	\$27.30	\$28.60	\$29.83	\$31.13
Provider Pay Rate	\$40.69	\$43.68	\$45.76	\$47.73	\$49.81
Specialized Care Increment <i>Moderate</i>	0-4yrs (\$839)	5-8yrs (\$895)	9-11yrs (\$934)	12-14yrs (\$971)	15-19yrs (\$1010)
Requestor Rate	\$27.97	\$29.83	\$31.13	\$32.37	\$33.67
Provider Pay Rate	\$44.75	\$47.73	\$49.81	\$51.79	\$53.87
Specialized Care Increment <i>Intensive</i>	0-4yrs (\$915)	5-8yrs (\$971)	9-11yrs (\$1010)	12-14yrs (\$1047)	15-19yrs (\$1086)
Requestor Rate	\$30.50	\$32.37	\$33.67	\$34.90	\$36.20
Provider Pay Rate	\$48.80	\$51.79	\$53.87	\$55.84	\$57.92
Specialized Care Increment <i>Therapeutic</i>	0-4yrs (\$1345)	5-8yrs (\$1473)	9-11yrs (\$1601)	12-14yrs (\$1592)	15-19yrs (\$1631)
Requestor Rate	\$44.83	\$49.10	\$53.37	\$53.07	\$54.37
Provider Pay Rate	\$49.76	\$54.50	\$59.24	\$58.91	\$60.35

RESPIRE CARE SERVICES SURVEY (SAMPLE ONLY)

Please complete this brief questionnaire as it relates to your experience in using respite care services. Your responses will remain anonymous. Thank you for your time in completing the survey.

1. What is your role as a caregiver?

- a. adoptive parent
- b. birth parent
- c. foster parent
- d. non-related extended family member
- e. relative
- f. other: _____

2. How many child(ren) are you caring for?

_____ child(ren)

3. What were the reasons you received respite services (please check all that apply)?

- a. appointments
- b. attend other services
- c. attend court
- d. business trip
- e. caregiver self-medical need
- f. deal with crisis
- g. difficult child- caregiver burnout
- h. medical appointment for other children
- i. referred
- j. rest/break
- k. stress reduction
- l. vacation
- m. other: _____

4. Were you experiencing caregiver stress?

- a. yes
 - b. no
- 4a. If you were experiencing caregiver stress, did respite services help you to reduce stress?**
- a. yes
 - b. no

5. Do you believe respite services supported you in providing better care for your child(ren)?

- a. yes
- b. somewhat
- c. no

6. Did respite services provide you time to fulfill other responsibilities necessary to improve your role as a caregiver?

- a. yes
- b. somewhat
- c. no

7. Did respite services provide you with what you needed?

- a. yes
- b. somewhat
- c. no

8. Was 72 hours of respite services enough time for you?

- a. yes
- b. somewhat
- c. no

9. Did you experience barriers in obtaining respite services?

- a. yes
 - b. no
- 9a. If yes, please tell us the barriers you experienced:**

10. Was there a delay in receiving respite services?

- a. yes
 - b. somewhat
- 10a. If yes, please tell us how many days was the wait in receiving respite services:**

11. Did you receive training?

- a. yes
 - b. somewhat
- 10a. If yes, please tell us what type of training you received:**

12. Do you feel that the staff appropriately worked with you in coordinating respite services?

- a. yes
- b. somewhat
- c. no

13. How did you find out about this respite services?

- a. referred (insert referral source): _____
- b. self-referred