

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

DEPT: Community Services Agency

BOARD AGENDA # *B-2

Urgent

Routine

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AGENDA DATE September 10, 2013

CEO Concur with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Issue a Request for Proposal (RFP) for the Provision of Visitation Services to Child Welfare Customers

STAFF RECOMMENDATIONS:

Authorize the General Services Agency (GSA) Purchasing Division to issue a Request for Proposals (RFP) on behalf of the Community Services Agency for the provision of Visitation Services to Child Welfare customers for the initial contract period of January 1, 2014 through June 30, 2015.

FISCAL IMPACT:

The estimated total cost of the Visitation Services contract(s) will total approximately \$150,000 for the initial contract period of January 1, 2014 through June 30, 2015. Appropriations and estimated revenue for the first six (6) months are included in the Community Services Agency Fiscal Year 2013-2014 Adopted Proposed Budget. Ongoing appropriations and revenues for the awarded contract(s) will be included in the Department's subsequent budget submissions. Funding for mandated visitation services is 100% State funded with no County General Fund share of cost requirement. There is no impact on County General Fund as a result of the RFP for Child Welfare Visitation Services.

BOARD ACTION AS FOLLOWS:

No. 2013-448

On motion of Supervisor Withdraw, Seconded by Supervisor O'Brien

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The Community Services Agency (CSA) is requesting to partner with the General Services Agency to issue a Request for Proposal (RFP) for the provision of visitation services to meet the needs of the Child Welfare Services court ordered visitation requirements. Stanislaus County Superior Court mandates supervised and/or monitored visits for at least two hours per week for parents with children who are dependents of the court and reside in foster care. These children have been removed from their parents because of abuse or neglect. Visitation is an important part of the case plan to facilitate reunification between a child and his/her parent. It is cost effective for the Community Services Agency to contract for this time consuming process in order to allow the social worker to focus on additional court ordered service mandates. Contractor(s) shall be responsible for scheduling visits and observing the visitation to ensure the safety of those involved. This may include encouraging child appropriate parental interaction, ending the visit if a parent is not acting in an appropriate manner, providing feedback to the parents during the visit (if needed), and documenting events to the assigned social worker.

Stanislaus County will consider all qualified and innovative proposals. Priority will be given to proposals that demonstrate effectiveness in engaging families using strength-based approaches and have experience and knowledge of age appropriate activities for visitation. The selected proposer must meet all the requirements and expectations listed in the attached RFP. Award shall be made to the vendor whose proposal is determined in writing to (a) best meet the criteria set forth and (b) provide the best value to the County.

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

POLICY ISSUE:

Approval of this request to issue an RFP supports the Board's priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by providing court ordered mandated visitation services for Community Services Agency customers in the community.

STAFFING IMPACT:

Community Services Agency staff members are available to support the Request for Proposal process and the agreements for court ordered visitation services.

CONTACT PERSON:

Kathy Harwell, Director. Telephone: (209) 558-2500



Stanislaus County Request for Proposal

**RFP 12-70-SS
Provider of Visitation Services**

**Pre-Conference Date
September 25, 2013 at 1:30 p.m.**

**Closing Date and Time Due
October 24, 2013 at 2:30 p.m.**

Proposers are required to submit an original and *five* additional copies of their proposal response (including all required attachments) to the address below. Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected.

**Deliver to:
Stanislaus County
General Service Agency/Purchasing Division
1010 10th Street Suite #5400
Modesto, CA 95354
(209) 525-6319**

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

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SECTION ONE—INTRODUCTION

1.1 Statement of Purpose

The County of Stanislaus is seeking proposals from qualified and experienced organizations for the provision of Visitation Services, to include supervised and/or monitored visits, on behalf of the County's Community Services Agency.

The selected proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. All proposers, however, must explain thoroughly, how their offering meets the minimum service and deliverable expectations specified in the RFP. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

This RFP contains the instructions governing the requirements for proposals including the format in which proposal information is to be submitted and the material to be included; the requirements that must be met to be eligible for consideration; and the responsibilities of the proposer before and after implementation.

1.2 Scope of Work

The County has identified the proposed Scope of Work. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in the resultant agreement. The RFP contains the minimum list of services and deliverables the selected proposer is expected to provide the County.

1.3 Contract Duration

The County intends to enter into a contract with an effective period of January 1, 2014 through June 30, 2015. The County reserves the right to extend this contract on a year-to-year basis; however, in no case shall the renewal extend beyond 3 years from the expiration date of the original Agreement. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the contract and shall be based upon rates provided in the original contract and proposal.

1.4 RFP Intent

Community Services Agency's Mission Statement: Community Services Agency serves our community by protecting children and adults and assisting families towards independence and self sufficiency

Community Services Agency's Adult, Child and Family Services Mission Statement: Every adult and child lives in a safe, stable, permanent home nurtured by healthy families and strong communities.

Stanislaus County is looking for services to meet the needs of Adult, Child and Family Services Division Child Welfare court ordered visitation requirements. Stanislaus County Superior Court mandates supervised and /or monitored visits at least two hours per week

for parents with children who are in out-of-home care. Contractor shall be responsible for observing and seeking to ensure the safety of those involved which may include redirecting parents, ending the visit if a parent is not appropriate, providing feedback during the visit (if needed), and documenting events to the assigned social worker.

Contractor with alternative sources to fund staff for monitored visits will be awarded higher points in the Phase II Budget Justification and Level of Services area.

Contractor shall provide staff to schedule parent/child visitation appointments up to a maximum of forty (40) hours per week.

Contractor shall supervise visitation ordered by the court for the purpose of contact between a parent and child(ren) not to exceed forty (40) hours per week. Family Code section 3200 defines supervised visitation as contact between a noncustodial party and one or more children in the presence of a neutral third person. Supervised visitation shall be provided by a BA level employee of Contractor who has graduated from an accredited four-year college with a Bachelor's Degree which includes thirty (30) units in social welfare, social/human services, sociology or other behavioral sciences.

In accordance with the 2011 California Rules of Court 5.20, the provider should be:

- Be 21 years of age or older
- Have no conviction for driving under the influence (DUI) within the last 5 year
- Not have been on probation or parole for the last 10 years
- Have no record of a conviction for child molestation, child abuse, or other crimes against a person;
- Have proof of automobile insurance if transporting the child;
- Have no civil, criminal, or juvenile restraining orders within the last 10 years;
- Have no current or past court order in which the provider is the person being supervised;
- Not be financially dependent on the person being supervised;
- Have no conflict of interest under with parents receiving services;
- Agree to adhere to and enforce the court order regarding supervised visitation.
- Have knowledge of different parenting and discipline techniques and knowledge of child developmental milestones.

1.5 Scope of Work

A. SCHEDULING OF PARENT AND CHILD VISITATION APPOINTMENTS

Provide staff to schedule court ordered parent/child visitation appointments, not to exceed forty (40) hours per week, as follows:

1. At the Community Services Facility (CSA) at 251 East Hackett Road, Modesto, California, between the hours of 8:00 am and 6:00 pm, Monday through Friday.
2. At approved sites within Stanislaus County other than Community Services Facility between the hours of 8 am and 8 pm Sunday-Saturday, as needed.
3. County Social Worker shall provide the information necessary to schedule the visitation appointment, through email or by phone, such as:
 - Social worker's availability

- Contact information for parents & caregivers
4. Each parent's visitation appointment shall be up to a maximum of two (2) hours, and can be increased with social worker approval.
 5. Contractor shall call and remind parents of scheduled appointment at least 24 hours in advance, if appropriate.
 6. Reschedule a visitation appointment for parents & caregivers that:
 - Call to cancel a visitation appointment,
 - Did not show for a scheduled appoint,
 - Or at social worker request.
 7. If parent/caregiver contact information is not available, the County Social Worker shall schedule the appointment.
 8. Clean and organize the visitation rooms after each visit.

B. SUPERVISED PARENT/CHILD VISITATION

1. Contractor should make every reasonable effort to assure the safety and welfare of the child during the visitation. The social worker will meet with the provider before the initial visit to discuss why visits are supervised and what to monitor.
2. Contractor will be responsible for constantly observing the visitation and seeking to ensure the safety of the child(ren) which may include redirecting parents, ending the visit if a parent is not appropriate, providing feedback during the visit (if needed), and documenting events on the Visitation Observation Form (VOF). Provider shall submit completed VOF to the ongoing Social Worker in writing or via email within 48 hours.
3. During Supervised visits, contractor shall:
 - a.) Advise the parties before commencement of supervised visitation that no confidential privilege exists;
 - b.) Avoid any attempt to take sides with either party;
 - c.) Ensure that all contact between the child and the parent is within the provider's hearing and sight at all times, and that discussions are audible to the provider;
 - d.) Speak in a language spoken by the child and the parent;
 - e.) Allow no derogatory comments about the other parent, his or her family, caretaker, child, or child's siblings;
 - f.) Allow no discussion of the court case or possible future outcomes;
 - g.) Allow neither the provider nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions;
 - h.) Allow no spanking, hitting, or threatening the child;

- i.) Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs;
- j.) Allow no emotional, verbal, physical, or sexual abuse; and
- k.) Ensure that the parents follow any additional rules set forth by the social worker;
- l.) In cases where there are allegations of sexual abuse, the provider should comply with the following terms and conditions:
 - a. Allow no exchanges of gifts, money, or cards;
 - b. Allow no photographing, audio taping, or videotaping of the child;
 - c. Allow no physical contact with the child such as lap sitting, hair combing, stroking, hand holding, prolonged hugging, wrestling, tickling, horse playing, changing diapers, or accompanying the child to the bathroom;
 - d. Allow no whispering, passing notes, hand signals, or body signals;
- 4. During supervised visits, contractor will address parenting skills, including appropriate discipline techniques, as outlined through dialogue with the Social Worker about the family's needs.
- 5. Contractor shall coordinate and introduce age-appropriate activities for parents and children during visitation.
- 6. Each Visitation appointment shall be up to a maximum of two (2) hours per child and parent.
- 7. Supervised visitations shall take place at the Community Services Facility at 251 East Hackett Road. Provider shall coordinate and introduce age-appropriate activities for parents and children during visitation.
- 8. Contractor shall notify County Social Worker of any unusual events during visitation as soon as possible and by documenting on the Visitation Observation Form (VOF).
- 9. Upon request by family or County Social Worker, contractor shall take photos of children and provide a copy to the family and County Social Worker.

C. MONITORED PARENT CHILD VISITATION

- 1. Provide staff for monitoring and coordinating non-supervised visits by addressing parenting skills, including appropriate discipline techniques, as outlined through dialogue with the Social Worker about the family's needs.
- 2. Contractor shall notify County Social Worker of any unusual events during visitation using the Visitation Observation Form.
- 3. Contractor shall monitor visits by checking in on the family every fifteen (15) minutes or more if needed and check for the following:
 - a) Advise the parties before commencement of visitation that no confidential privilege exists

- b) Avoid any attempt to take sides with either party
 - c) Speak in a language spoken by the child and the noncustodial party;
 - d) Allow no derogatory comments about the other parent, his or her family, caretaker, child, or child's siblings;
 - e) Allow no discussion of the court case or possible future outcomes;
 - f) Allow neither the provider nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions;
 - g) Allow no spanking, hitting, or threatening the child;
 - h) Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs;
 - i) Allow no emotional, verbal, physical, or sexual abuse; and
 - j) Ensure that the parents follow any additional rules set forth by the social worker.
4. Upon request by family or County Social Worker, contractor shall take photos of children and provide a copy to the family and County Social Worker.
 5. Contractor shall coordinate and introduce age-appropriate activities for parents and children during visitation.
 6. Each visitation appointment shall be up to a maximum of two (2) hours per child and parent.
 7. Non-supervised court-ordered visitations may occur at sites outside of the Community Services Facility. Contractor shall have ability to find additional sites as a convenience to CSA parents and caregivers. These visits may occur in the evening or on weekends, Sunday-Saturday 8 am -8 pm. These sites must be approved by Stanislaus County Adult Child and Family Services. Sites must be:
 - a) Safe, childproof & child friendly
 - b) Large enough to accommodate families comfortably
 - c) Have a sufficient supply of age appropriate activities
 - d) Easily accessible by public transportation

D. DOCUMENTATION OF SUPERVISED/MONITORED VISITS

1. Contractor shall provide written documentation of every monitored/supervised visit by utilizing the Visitation Observation Form via email or in writing within 48 hours. (See Attached)
2. The Visitation Observation Form (VOF) shall include:
 - The date, time, and duration of the contact or visit;
 - Who attended the visit;
 - A summary of activities during the visit;
 - Actions taken by the provider, including any interruptions, terminations of a visit, and reasons for these actions;
 - An account of critical incidents, including physical or verbal altercations and threats

- Any failure to comply with the terms and conditions of the visitation
 - Any incidence of abuse as required by law.
3. Documentation should be limited to facts, observations, and direct statements made by the parties, not personal conclusions, suggestions, or opinions of the contractor.
 4. Contractor shall be available to testify in court upon request or by subpoena.

E. OUTCOMES

1. Visits are to be scheduled timely and feedback given to social worker within 48 hours.
2. Ensure and increase parent participation through reminder's at least 24 hrs in advance.
3. Improve parent satisfaction by providing a positive/supportive environment for visits.
4. Provide quality activities during visitation that enhance parent/child relationship.
5. Work with the county to develop process for tracking and monitoring outcomes through contract negotiations.

County will provide the following training:

- Orientation and safety training as it relates to the County CSF building.
- Child abuse reporting laws;
- Record-keeping procedures;
- Screening, monitoring, and termination of visitation;
- Developmental needs of children;
- Legal responsibilities and obligations of a provider;
- Cultural sensitivity;
- Conflicts of interest;
- Confidentiality; and
- Issues relating to substance abuse, child abuse, sexual abuse, and domestic violence.

Contractor must:

- Ensure employees are CPR certified.
- Establish and state in writing minimum security procedures and inform the parties of these procedures before the commencement of supervised visitation
- In coordination with Adult Child and Family Service Division, establish written procedures that must be followed in the event a child is abducted during visitation; and
- Suspend or terminate supervised/monitored visits if the provider determines that the risk factors present are placing in jeopardy the safety and welfare of the child.
- Maintain neutrality by refusing to discuss the merits of the case or agree with or support one party over another. Any discussion between the Contractor and the

parties should be for the purpose of arranging visitation and providing for safety of the children. In order to avoid a conflict of interest, the Contractor should not:

- Be financially dependent on the person being supervised
- Be an employee of the person being supervised
- Be an employee of or affiliated with any superior court in the county in which the supervision is ordered unless specified in the employment contract, or
- Be in an intimate relationship with the person being supervised.

Contractors assigned to this project are mandated reporters as defined below:

Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

1.6 Proposal Deadline

Original proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposals shall clearly identify the Project Name, RFP Number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so will cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require a receipt confirmation. Proposers shall respond to the RFP and any exhibits, attachments, or amendments. A proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by the Purchasing Division of Stanislaus County General Services Agency (Purchasing).

1.7 Nondiscrimination

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.8 Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Point of Contact identified in Section 3.1 to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

SECTION TWO—RFP SCHEDULE OF EVENTS

2.1 Schedule of Events

The following Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 p.m., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

SCHEDULE OF EVENTS		
1	County Issues Request for Proposal (RFP)	September 11, 2013
2	Pre-Conference	September 25, 2013
3	Question Deadline	October 10, 2013
4	Assistance to Proposers with a Disability Deadline	October 10, 2013
5	Submission Deadline— 2:30 p.m.	October 24, 2013
6	Mail - Notice of Intent to Award {Tentative}	November 14, 2013
7	Appeals Deadline	November 21, 2013
8	Board of Supervisors Authorizes Contract	December 10, 2013
9	Proposer Transition	December 10 - 31, 2013
10	Begin Contract Services	January 1, 2014

2.2 Pre-Conference Requirement

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

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

2.3 Pre-Conference

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

PRE-CONFERENCE LOCATION	
Stanislaus County	Agricultural Center - Harvest Hall
Date: September 25, 2013	Time: 1:30 – 3:00 PM
Address: 3800 Cornucopia Way	City: Modesto, CA
Conference Room: Room G	Phone: 209-525-6319

The purpose of the Pre-Conference is to discuss the work to be performed with the prospective proposers and allow for questions concerning the RFP. Proposers are strongly encouraged to (a) read through this RFP document in its entirety prior to the scheduled Pre-Conference and (b) bring the RFP document in printed format to the scheduled Pre-Conference. The Pre-Conference serves solely to clarify the contents of the RFP and is not intended to provide technical assistance to proposers or to add information to this RFP. The purpose is to answer questions; respond to previously submitted written questions; and clarify any ambiguities. Such clarification may aid potential proposers in deciding whether to submit proposals.

The response to any question that is given orally at the Pre-Conference is to be considered tentative and nonbinding on the County. After the Pre-Conference, the official response to all questions shall be published in writing by issuing an addendum. This is to ensure accurate, consistent responses to all proposers.

SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION

3.1 Proposal Inquiries

Questions, in written form, regarding this proposal should be referred to:

RFP POINT OF CONTACT	
Stanislaus County	General Services Agency/Purchasing Division
1010 10 th St., Ste. 5400	Modesto, CA 95354-0859
Attention: Stephanie Shafer	Phone: 209-525-4346
E-mail: ShaferS@StanCounty.com	Fax: 209-525-7787

All inquiries are to be submitted at least ten (10) working business days prior to the proposal closing date. Any responses by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting addendum must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the contract will not be binding.

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

3.2 Proposal Format

Proposals must be submitted in the format identified in Section Five—Proposal Submittal Process. All items shall be completed and the signatures of all persons signing shall be written in longhand. Purchasing may not consider proposals not submitted in the format specified.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope no later than 2:30 p.m., to:

Stanislaus County
General Services Agency Purchasing Division
1010 10th Street, Suite 5400
Modesto, CA 95354-0859

3.3 Proposals Received Late

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

3.4 Alternate Proposals

Alternate proposals will be considered unless otherwise stipulated.

3.5 Proposal Errors

Mistakes in a proposer's submittal must be corrected and the correction inserted; the person signing the proposal must initial the correction in ink. The County reserves the right to waive any informalities or minor irregularities in connection with proposals received.

3.6 Default or Failure to Perform

The principal protection of the County's interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds that may be required:

3.6.1 Proposal Security

If required, proposal security shall take the form of a bond, a cashier check, or a certified check, representing the proposer's firm commitment to stand behind the RFP price. The proposer's bond shall be prepared and guaranteed by a California admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the proposer's security is in the amount of ten percent (10%). See Page 32.

3.6.2 Performance Bonds

A performance bond may be required to secure fulfillment of all of the proposer's obligations under the contract. If required, the successful proposer shall file with the County a surety bond satisfactory to the County in the amounts noted prior to the execution of the contract or awarding of an RFP by the County. Bonds shall be duly executed by a responsible corporate surety authorized to issue such bonds in California and secured through an authorized agent with an office in California. Proposer shall pay all bond premiums, costs and incidentals. See Page 32.

3.6.3 Payment Bonds

If required to assure the proposer's full discharge of its obligations to subproposer, suppliers, and other labor used on the project, the successful proposer shall file with the County a surety bond issued by a California admitted surety in the amounts noted. See Page 32.

3.7 County Code

All provisions of the County Code are applicable to any proposal submitted or contract awarded pursuant thereto. Note: Stanislaus County enacted a Local Vendor Preference in 2008. Please see the Local Vendor Preference Notice attached hereto in Section 8.

3.8 Cash Discounts

Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Proposal price for the purposes of the Proposal evaluation. Any cash discount offered by the successful proposer will be accepted by the County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

3.9 Award

Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the proposer whose proposal is determined in writing to be the best value to the County, taking into consideration price and adherence to the specifications set forth herein. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

3.10 Right of Rejection

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

3.11 Form Agreement/Exceptions and Alternatives

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

If the proposer suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or requirement of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Any alternatives or stated exceptions proposed must satisfy all minimum qualifications specified in this RFP. The successful proposer will otherwise be expected to sign the agreement upon award of the contract. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based thereon if determined to be in the best interest of the County.

3.12 Nondiscrimination

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

3.13 Disqualification

Any of the following may be considered cause to disqualify a proposer without further consideration:

1. Evidence of collusion among proposers;
2. Any attempt to improperly influence any member of the Evaluation Committee;
3. A proposer's default in any operation of a contract or agreement which resulted in termination of that agreement; and/or
4. Existence of any lawsuit, unresolved contractual claim, or dispute between proposer and the County.

3.14 Failure to Comply

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

3.15 Protest and Appeal Procedures

3.15.1 General

Potential bidders, proposers, contractors and sub-contractors wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

3.15.2 Definitions

For the purposes of this procedure:

1. "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.
2. "Chief Executive Officer" means the Stanislaus County Chief Executive Officer.
3. "Days" means working days of the County of Stanislaus.
4. "Filing Date" or "Submission Date" means the date of receipt by Purchasing.
5. "Interested Party" means an actual or prospective bidder or proposer.
6. "Purchasing Agent" means the Stanislaus County Purchasing Agent.

3.15.3 Protest Procedure

1. Any Interested Party may file a written protest with the Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
2. The protest shall be delivered or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:
 - a. Include the name, address, and business telephone number of the protestor;
 - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date;
 - c. Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

3.15.4 Protest Review

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.
2. If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
3. Purchasing Agent decisions may be appealed in writing to the Chief Executive Officer or his/her designee(s), with a copy to the Purchasing Agent, not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. A bid appeal review committee comprised of the Chief Executive Officer or designee, the Chairman and Vice Chairman of the Board shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.
4. If the protested procurement involves Federal funds, interested parties may have the right to appeal to the appropriate Federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the Federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).

3.16 Contract Debarment

1. The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.
2. When a procurement or contract involves the use of Federal Funding, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.
3. The Federal General Services Administration operates the web-based Excluded Parties List System (EPLS), which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).
4. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).
5. Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or

regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b).

6. Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).
7. After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

3.17 Federal E-Verify Contracting Regulations

1. As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.
2. The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.
3. Vendors awarded a federal contract that includes the E-Verify clause will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require vendor's Human Resource Department to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.
4. Failure to adhere to this new standard may jeopardize vendor's Federal contracting status. Further information and instructions are available at https://www.sam.gov/portal/public/SAM/?portal:componentId=fb67166e-75d6-44cc-b77f-151a6ad4fa34&portal:type=action&interactionstate=JBPNs_r00ABXc0ABBfanNmQnJpZGdIVmld0lkAAAAAQATL2pzZi9mdW5jdGlvbmFsLmpzcAAHX19FT0ZfXw**.

SECTION FOUR—TERMS AND CONDITIONS

4.1 Cost of Preparation of Proposal

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the proposer.

4.2 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

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

4.3 Public Records Act

All proposals become public information no later than after the award of the RFP, with the exception of those portions of a proposal that are identified at the time of the submittal by the proposer as “Confidential” or “Proprietary” and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

4.4 Modification of Scope of Work

The Scope of Work may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the contract.

4.5 Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

4.6 Examination of Proposal Documents

Proposers shall carefully examine the specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them. Any questions or concerns that arise shall be submitted in writing to the contact person identified in Section 3.1 prior to the question deadline.

Should a proposer find discrepancies in, or omissions from, the specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify Purchasing. Notification is to be in written form and must be submitted at least ten (10)

days prior to the proposal closing date. Any interpretations by the County will be made in the form of a written addendum. Any change in requirements will also be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

4.7 Insurance Provisions

The "Insurance Provisions" contained in Section 6 of the Sample Agreement are hereby made a part of this RFP and any resultant contract. The proposer shall acknowledge in their proposal responses their ability to meet the below insurance requirements and the requirements contained in the Sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting and/or containing the following:

1. Policy limits of insurance as required in the Sample Agreement Section 7;
2. Deductibles shall be declared;
3. NAIC# for insurers shall be provided on the certificate;
4. 30 - day notice of cancellation;
5. Certificate Holder is "Stanislaus County;"
6. Endorsement naming "Stanislaus County, its officers, directors, agents, employees, and volunteers " as additional insured (GL and Auto);
7. Waiver of subrogation (Worker's Compensation Page of the Sample Agreement);
8. Carrier admitted/licensed to issue insurance in California; and
9. Best's rating of no less than A-, and Financial Size Category of at least VII.

An "Insurance Checklist" is included in this RFP package on Page 36.

4.8 Sample Agreement

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

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

SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

5.1 Submittal Documents

Proposers shall submit the following RFP attachments as part of the Qualification Proposal described below:

- a. Signed Proposal Cover Page;
- b. Local Vendor Preference;
- c. RFP package completed and signed;
- d. W9 form Request for Taxpayer Identification Number and Certification;
- e. Exceptions to the terms and conditions of this RFP;
- f. Exception to the Sample Agreement;
- g. Insurance Checklist;
- h. Signed Non-Collusion Affidavit;
- i. Bond Requirements;
- j. Response Clarification Addendum; and
- k. Proposed Budget and Line Item Explanation.

Proposals shall contain all of the elements set forth in Section 5.2 below and shall be submitted in three (3) separately sealed envelopes, each clearly identifying the project name, number and closing date. The envelopes shall be marked as follows:

1. One marked "FINANCIAL REPORTS" consisting of those items set forth in section 5.3.1 below. Note that only one set of the Financial Reports is required.
2. One marked "QUALIFICATION PROPOSAL" which shall consist of items a – k above as well as those items requested in Sections 5.3.2 below. Note the number of copies required.
3. One marked "BUDGET PROPOSAL" which shall consist of items requested in Sections 5.3.3 below. Note the number of copies required.

5.2 Proposal Submittal

Proposals shall be submitted as instructed on the cover page of this RFP.

Proposers are encouraged to use recycled products and sustainable practices whenever possible in preparing their response to this RFP, including using post-consumer recycled content paper and packaging products and copying them on both sides of the paper.

5.3 Proposal Elements

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

Part One—Financial Reports
Part Two—Qualification
Part Three – Proposed Budget

Components of each part shall be preceded by a 8 ½" by 11" tab divider, with each component clearly labeled corresponding to the numbered item.

Below are the detailed elements of part of the proposal. Proposers shall address these elements as indicated:

5.3.1 Part One—Financial Reports

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

1. Provide last three (3) years Balance Sheet, Income Statement, and Interim if available, and all Notes to Financial Statements and Financial Disclosures;
2. Sufficient financial information to establish the approximate net worth and liquid assets available to the development team to complete the project. Proposer shall provide supporting documentation for the above financial information. Be advised that the analysis of this statement will include a comparison of stated available assets and the estimated equity required for the development. Proposers that are companies or entities not publicly traded must submit audited financial statements. This information shall be submitted in a separately identified envelope marked 'Proprietary and Confidential' and will be returned to all unsuccessful Proposers when the award is made by the County;
3. Identify and describe pending judgments, pending litigation, and bankruptcies (including pertinent dates), and their effect on the Proposer's financial position;
4. Proof of insurance satisfactory and acceptable to the County as evidence that insurance meets the requirements set forth in Section 6, Insurance, of the Sample Agreement included in the RFP package.
5. List of bonding and insurance companies, including addresses, telephone numbers, and contacts.
6. Identify what percent of proposer's annual revenue this contract shall represent.

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

5.3.2 Part Two—Qualification Proposal

Each part of the Qualification Proposal described below shall be preceded by a 8 ½" by 11" tab divider, with each part clearly labeled. Proposal documents not identified above shall be included in a section labeled "Other RFP documents." This section shall include responses to the following:

1. Evidence of proposer's authority to conduct business within the state of California.
2. Number of years in business as a Provider of Visitation Services.
3. Brief history of the proposer, including ownership structure, key principals and current organization structure, service philosophy, type of services the agency has offered to families and children, and successes in providing the services, agency's experience and qualifications to provide the services outlined in this RFP.
4. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management.
5. Identify the staff to be assigned to this project and their relevant experience and qualifications to this project. Attach resumes of individuals who will be assigned to this project. Include certifications and licenses of individuals. List the number of full-time employees and the number of part-time employees performing scheduling, monitoring and supervised visitation services as of the date of submission of proposer's response to this Request for Proposal.

6. Submit a detailed description of expected sub-proposer(s) who might be involved including a general overview of the agency and brief resumes of key personnel.
7. Employee background check procedures; security procedures.
8. List of references of companies or agencies for whom services have been provided by proposer. List names, addresses, telephone numbers and contact persons.
9. List of contracts that have not been renewed or terminated in the past five (5) years. List names, addresses, telephone numbers and contact persons.
10. Submit a sample of previous work showing a product representative of the proposer's expertise in the area of interest. Include detailed information about the size and scope of proposer's current contracts.
11. Provide a description of proposer's understanding of the specific project goals and requirements with highlights of those that are particularly significant to the project and the delivery of services.
12. Approach and Understanding of Requirements.
13. Submit a technical proposal describing the detailed scope of work including specifying tasks (and agency(ies) if preparation of the analysis involves other agency(ies)) that will be completed to accomplish the Scope of Work outlined in this RFP. This shall include:
 - a. A statement of approach to the project;
 - b. A detailed work plan on how services will be provided and how the project will be managed.
 - c. A detailed timeline;
 - d. Specific staffing procedures;
 - e. A detailed resource plan; and
14. Describe any alternate/blended funding sources for this proposal. Identify the priority for utilization of these alternative/blended funds.

5.3.3 Part Three—Proposed Budget

1. The total cost in U.S. dollars to the County for the proposal being submitted.
2. Proposers shall complete a proposed budget and line item explanation utilizing the form provided on Page 37. This shall form the basis for payments to the successful proposer, as well as for adjustments to the value of the Agreement in the event the scope of work varies from that proposed.
3. The proposer shall provide pricing for a period of time as described in Section I, Item 1.3; Contract Duration. Should the County and the successful proposer mutually agree to renew the Agreement, the pricing provided by the proposer in its RFP response for the subsequent years shall be utilized.
4. ALL cost incurred and billed to the County, including labor, materials, overhead shall be included within the Proposed Budget Form.

5.4 Proposed Budget Evaluation

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

total for the item unless, in the sole discretion of the County, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

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

SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

6.1 Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County. The following describes the evaluation process and associated components.

6.2 Selection Process

The County shall, for the purpose of evaluating the proposals received in response to this RFP, establish an Evaluation Committee (EC). The EC shall be composed of representatives from the County and, at the County's sole discretion, qualified representatives from other agencies or entities.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the proposer concerning the type of information that shall be used by the EC. Proposers shall be prepared to respond to requests by the EC for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at its option, may award this proposal on the basis of the initial proposals.

6.3 Evaluation Phases

It is anticipated that the following steps will be performed by the EC in evaluating proposals; however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.

- Phase I Review and Evaluate Proposals Submission and Financial Reports
- Phase II Evaluation of Qualification Proposals and Proposed Budget

6.3.1 Phase I Evaluation of Proposal Submission and Financial Reports

Phase I is a pass/fail evaluation for submission completeness and financial review. Purchasing will conduct a pass/fail analysis of (a) each submitted Proposal for completeness and (b) the financial stability of each proposer. During Phase I, the Pricing Proposals will remain unopened and be retained by Purchasing. Upon completion of its analysis, Purchasing, will forward those Qualification Proposals that have passed Phase I to the EC. The Pricing Proposals will remain with Purchasing until the EC has completed Phase II, the evaluation of the Qualification Proposals.

6.3.2 Phase II Evaluation of Qualification Proposal and Proposed Budget

In Phase II, the EC will review and evaluate the Qualification Proposals of the proposers, and each proposer will be given a score. During this phase reference checks will be performed, and proposers may be interviewed. Should the EC exercise its option to interview, the proposers will be assigned a preliminary Phase II score and only those receiving the highest preliminary scores shall be placed on an "Interview List." Those on the Interview List shall be requested to make a formal presentation of their proposals to the EC. On the basis of the oral presentation and the written proposal, the EC shall assign a final Phase II score for each proposer and make a final ranking of potential proposers.

The EC shall also review the Proposed Budget and Line Item Explanation and select/recommend the proposal which is determined to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

Each member of the EC shall rate the proposals separately unless the proposals are technical in nature. In such cases a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

EVALUATION CATEGORIES—THREE PHASES	MAXIMUM POINTS
Phase I – Review and Evaluate Financials	Pass / Fail
Notify Proposers Proceeding onto Phase II	
PHASE II	MAXIMUM POINTS
Phase II – Program Design <ul style="list-style-type: none"> a. Capability to perform scope of work b. Experience and knowledge of age appropriate activities. c. Experience in engaging families using strength based approaches. 	30
Phase II – Staffing Qualifications <ul style="list-style-type: none"> a. Staffing ratio b. Experience of staff and ability to serve the target population c. Demonstrate past experience working parents and children d. Demonstrate experience working with low income and disadvantaged individuals 	20
Phase II – Agency description, philosophy in service delivery with families and children <ul style="list-style-type: none"> a. Scope of work b. Describe customer engagement strategies c. Describe what methods will be utilized to ensure parents are using proper parenting techniques and activist during visitation 	20
Phase II – Proposed Budget Justification <ul style="list-style-type: none"> a. Demonstrate how the budgeted items will be used to achieve program outcomes. b. Demonstrate how the cost of the program relates to the expected outcomes. c. Blended funding opportunities for monitoring visits d. Cost effectiveness 	20

Phase II – Effectiveness Summary a. Demonstrate how your agency's existing mission and vision statements are in line with the mission and vision statements for the Community Services Agency. b. Provide a time line to implement your proposal c. Project management ability provision of adequate management and supervision to ensure timely service delivery and reporting.	10
TOTAL POSSIBLE WEIGHT OR POINTS:	100

6.4 Award

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

SECTION SEVEN—STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFP and the proposer selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated proposer. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the proposer, the County and by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the payment terms and conditions set forth in the final contract. No payment shall be made until the contract is fully executed and approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the proposer regardless of whether work was done in good faith and upon verbal direction to proceed with the delivery of services, if such direction occurs before (a) the contract start date specified by the contract or (b) contract approval by County officials as required by applicable statutes and rules of the County of Stanislaus.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract by reference.

7.4 Contract Monitoring

The successful proposer shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the successful proposer's place of business that are related to the performance of the contract. If the County requires such an inspection, the successful proposer shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, the County may request the successful proposer to perform additional work for which the successful proposer would be compensated. Such work shall be within the general scope of this RFP. In such instances, the County shall provide a written description of the additional work, and the successful proposer shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the successful proposer's response to this RFP. If the County and the successful proposer reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the successful proposer and the head of the procuring County agency and must be approved by other County officials as required by County laws and regulations. The successful proposer shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

**Stanislaus County
Request for Proposal**

Attachments:

Sample Agreement

Non-Collusion Affidavit to be Executed by Proposer and Submitted

Non-Collusion Affidavit Signature Page

Insurance Checklist

Bond Requirements

Proposal Cover Page

Local Vendor Preference Notice

Response Clarification Addendum

Proposal Checklist

Proposal Budget and Line Item Justification

Sample Contract

Sample Observation Report



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County General Services Agency, Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

(Please sign on the following page)

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

I declare under penalty of perjury that the foregoing is true and correct.

RFP PROPOSERS INFORMATION		
Name of Proposer:		
Primary Contact for Proposing Agency:		
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
E-mail:		
Type of Business:		
<input type="checkbox"/> Individual doing business under own name	<input type="checkbox"/> Corporation	
<input type="checkbox"/> Individual doing business using a firm name	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Joint Venture—attach agreement		
Date Signed:		
Print Name:		
Signature:		Initials:
Title:		

To be signed by authorized corporate officer or partner or individual submitting the proposal.

The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may result in criminal prosecution.

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE CHECKLIST			
Name of Proposer:			
	General Liability	Auto	Workers' Compensation
NAIC # of insurers is provided on the certificate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policy limits of insurance meet requirements in the agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deductibles are declared and approved or waived by County.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expiration date of policy is six months or more into the future.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30 day notice of cancellation included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificate Holder is "Stanislaus County."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Endorsement naming "Stanislaus County" as "Additional Insured" included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waiver of subrogation endorsement included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carrier is admitted/licensed to issue insurance in California.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Best's rating of no less than A-, and Financial Size Category of at least VII.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resource Help:

LESLI surplus line carrier is okay if no California carrier writes the insurance. If carrier is reinsured, must be approved by County Counsel.

If not in California:

[http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list\\$.startup](http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list$.startup)

For all "Insurers" listed on Certificate; State Fund is okay/an exception

For information on ratings:

<http://www3.ambest.com/ratings/advanced.asp?bl=0&Menu=Search+Best%27s+Ratings>

BOND REQUIREMENTS

Section 3, General Requirements and Information, describes the specific security/bonding requirements. If required, only the successful Proposer shall submit a performance and payment bond as described in this RFP.

BOND REQUIRED			
Proposal Security required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 10% of the Project Price
Performance Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100%
Payment Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100%

FOR COUNTY USE ONLY

Proposal was opened on the following date and at the prescribed place.

FOR COUNTY USE ONLY		
Cashiers or Certified Check drawn on a California Bank.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Surety Bond	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date:		
Stanislaus County General Services Agency Purchasing Division		
Signature:	Initials:	
Title:		



PROPOSAL COVER PAGE

The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

RFP PROPOSERS INFORMATION		
Name of Proposing Agency:		
Primary Contact for Proposing Agency:		
Project Name:	RFP #:	RFP Closing Date:
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
Email:		Phone:
Date Signed:		
Print Name:		
Signature:		Initials:
Title:		

FOR COUNTY USE ONLY	
Proposal Number:	Date:
Received by:	
Title:	



LOCAL VENDOR PREFERENCE NOTICE

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL VENDOR PREFERENCE

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

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

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

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

Proposer's Name (printed):	
Proposer's Signature:	
Title:	



RESPONSE CLARIFICATION ADDENDUM

RESPONSE CLARIFICATION ADDENDUM			
Addendum Number	Dated	Date Received	Initials
Print Proposers Name:			
Proposers Signature:			
Title:			

Signed addenda/addendum to be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.



PROPOSAL CHECKLIST

SUBMITTAL CHECKLIST			
		YES	NO
1	Signed Proposal Cover Page.	<input type="checkbox"/>	<input type="checkbox"/>
2	Local Vendor Preference Notice	<input type="checkbox"/>	<input type="checkbox"/>
3	RFP package completed and signed. Submit an original and five additional signed copies.	<input type="checkbox"/>	<input type="checkbox"/>
4	W9 form Request for Taxpayer Identification Number and Certification.	<input type="checkbox"/>	<input type="checkbox"/>
5	Exceptions to the terms and conditions of this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
6	Exception to the Sample Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
7	Insurance Checklist.	<input type="checkbox"/>	<input type="checkbox"/>
8	One separately sealed envelope marked "PROPOSAL"	<input type="checkbox"/>	<input type="checkbox"/>
9	One separately sealed envelope marked "RFP-PRICING"	<input type="checkbox"/>	<input type="checkbox"/>
10	Signed Non-Collusion Affidavit.	<input type="checkbox"/>	<input type="checkbox"/>
11	Bond Requirements.	<input type="checkbox"/>	<input type="checkbox"/>
12	Response Clarification Addendum	<input type="checkbox"/>	<input type="checkbox"/>

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



Proposal Budget and Line Item Justification

The proposal should submit a unit of service/ hourly billing rate for the scope of work in the proposal. The rate should include charges for overhead, administration and travel. Proposers should provide a paragraph supporting/or justification of the rate.



SAMPLE CONTRACT

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AGREEMENT TO PROVIDE SUPERVISED AND MONITORED VISITATION SERVICES JANUARY 1, 2014 THROUGH JUNE 30, 2015

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **CONTRACTOR NAME** ("Contractor"), a **type of entity, i.e. individual/sole proprietor** with an effective date of January 1, 2014.

RECITALS

WHEREAS, the County has a need for supervised and/or monitored visitation services; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK

- 1.1 The Contractor shall furnish to the County, upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 1.3 Services and work provided by the Contractor at the County's request under this Agreement shall be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

- 2.1 County shall pay Contractor as set forth in EXHIBIT A.
- 2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, state and federal funds.

3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise

authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification shall constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
 - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
 - C. Upon an unauthorized decrease in the required insurance in force; or,
 - D. Upon failure to make payroll payments; or,
 - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
 - F. Upon failure to substantially meet other financial obligations; or,
 - G. Upon service or a writ of attachment by creditors of Contractor.
- 3.8 Either party without cause may terminate this Agreement when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

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

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

7.1.2 Automobile Liability Insurance: If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned

automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

- 7.1.3 Workers' Compensation Insurance: Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor shall comply with such provisions before commencing the performance of the work of this Agreement.
- 7.2 Any deductibles, self-insured retentions or named insured must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insured, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it shall be responsible for and pay any self-insured retention or deductible and shall pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insured regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.
- 7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; the County must approve lesser ratings in writing.
- 7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insured under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and

any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.
- 8.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.
- 8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- 8.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;
- 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

8.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

9. STATUS OF CONTRACTOR

- 9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. Both Contractor and County understand that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period services are provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 9.4 If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. Contractor shall determine all terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law.
- 9.5 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

- 9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 9.7 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

- 10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 10.4 County shall have the right to audit all billings and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Further, entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit

standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profits.

10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:

- A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000.
- B. The Contractor is in compliance with all other Agreement requirements.
- C. An audit was performed on one of the preceding two (2) years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County.
 - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified.
 - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards.
 - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance.
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program.
 - c. Known or likely questioned costs.
- D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

10.9 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit

costs are included with its total executed Agreement funds.

10.11 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

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

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

11.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

11.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

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

12. NON-DISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code

sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

13. ASSIGNMENT

13.1 This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this Agreement shall adhere to the terms contained in this Agreement and shall be submitted to County prior to their commencement.

14. WAIVER OF DEFAULT

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

15. NOTICE

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

To County: County of Stanislaus
Community Services Agency
Attention: Contracts Manager
PO Box 42
Modesto, CA 95353

To Contractor: **Community Based Organization**
Attention: John Smith, Executive Director
1234 Main Street, Suite 150
Modesto, CA 95350

16. CONFLICTS

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

17. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. GENERAL ACCOUNTABILITY

- 22.1 In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.
- 22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, Contractor shall make reimbursement to the damaged party.
- 22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Contractor's failure to perform, as required by this Agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

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

24. COPYRIGHT ACCESS

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

25. CONVICTION OF CRIME

- 25.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this

Agreement, when such information becomes known to Contractor.

- 25.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.
- 25.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

26. MATCHING FUNDS

These funds are not available for matching unless certified by County.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- 27.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Contractor shall be referred to as the "prospective recipient".
- 27.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).
 - A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
 - C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it shall include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

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



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

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

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

CONTRACTOR NAME

By: _____
Kathryn M. Harwell

By: _____

Title: _____
Director

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING

APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
GENERAL SERVICES AGENCY

By: _____

By: _____
Keith D Boggs

Title: _____
Deputy County Counsel

Title: _____
Assistant Executive Officer
GSA Director/Purchasing Agent

Dated: _____

Dated: _____

COUNTY OF STANISLAUS

Approved per BOS Item #: _____

Dated: _____

**CONTRACTOR NAME
AGREEMENT TO PROVIDE
SUPERVISED AND/OR MONITORED VISITATION SERVICES
JANUARY 1, 2014 THROUGH JUNE 30, 2015**

I. SCOPE OF WORK:

Contractor shall provide the following services:

A. SCHEDULING OF PARENT AND CHILD VISITATION APPOINTMENTS

Staff to schedule parent/child visitation appointments, not to exceed forty (40) hours per week, as follows:

1. Schedule appointments at the Community Services Facility (CSF) at 251 East Hackett Road, Modesto, California, between the hours of 8:00 am and 6:00 pm, Monday through Friday.
2. At approved sites within Stanislaus County other than CSF between the hours of 8:00 am and 8:00 pm Sunday – Saturday, as needed.
3. Contractor shall be provided with information necessary to schedule the visitation appointment, by County Social Worker through e-mail or by phone, such as:
 - Social Worker's availability
 - Contact information for parents/caregivers
4. Each parent's visitation appointment shall be up to a maximum of two (2) hours and can be increased with Social Worker approval.
5. Contractor shall call and remind parents of the scheduled appointment at least twenty-four (24) hours in advance, if appropriate.
6. Reschedule a visitation appointment for parents and caregivers that:
 - Call to cancel a visitation appointment
 - Did not show for a scheduled appointment
 - Or a Social Worker request
7. If parent/caregiver contact information is not available, the County Social Worker shall schedule the appointment.

8. Clean and organize the visitation rooms after each visit.

B. SUPERVISED PARENT/CHILD VISITATION

1. Contractor shall make every reasonable effort to assure the safety and welfare of the child during the visitation. The Social Worker will meet with the Contractor before the initial visit to discuss why visits are supervised and what to monitor.
2. Contractor shall be responsible for constantly observing the visitation and seeking to ensure the safety of the child(ren), which include redirecting parents, ending the visit if a parent is not appropriate, providing feedback during the visit (if needed), and documenting events on the Visitation Observation Form (VOF). Contractor shall submit the completed VOF to the ongoing Social Worker in writing or via email within forty-eight (48) hours.
3. During supervised visits, Contractor shall:
 - a. Advise the parties before commencement of supervised visitation that no confidential privilege exists;
 - b. Avoid any attempt to take sides with either party;
 - c. Ensure that all contact between the child and the parent is within the Contractor's hearing and sight at all times, and that discussions are audible to the Contractor;
 - d. Speak in a language spoken by the child and parent;
 - e. Allow no derogatory comments about the other parent, his or her family, caretaker, child or child's siblings;
 - f. Allow no discussion of the court case or possible future outcomes;
 - g. Allow neither the Contractor nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions;
 - h. Allow no spanking, hitting or issuing of threats to the child;
 - i. Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs;
 - j. Allow no emotional, verbal, physical or sexual abuse;
 - k. Ensure that the parents follow any additional rules set forth by the Social Worker; and

I. In cases where there are allegations of sexual abuse, the Contractor shall comply with the following terms and conditions:

- Allow no exchanges of gifts, money or cards;
- Allow no photographing, audio taping or videotaping of the child;
- Allow no physical contact with the child such as lap sitting, hair combing, stroking, hand holding, prolonged hugging, wrestling, tickling, horse playing, changing of diapers or accompanying the child to the bathroom;
- Allow no whispering, passing of notes, hand signals or body signals

4. During supervised visits, Contractor shall address parenting skills, including appropriate discipline techniques, as outlined through dialogue with the Social Worker about the family's needs.
5. Coordinate and introduce age-appropriate activities for parents and children during visitation.
6. Each visitation appointment shall be up to a maximum of two (2) hours per child and parent.
7. Supervised visitations shall take place at the Community Services Facility (CSF) at 251 East Hackett Road, Modesto, California. Contractor shall coordinate and introduce age-appropriate activities for parent and children during visitation.
8. Contractor shall notify County Social Worker of any unusual events during visitation as soon as possible and by documenting on the Visitation Observation Form (VOF).
9. Upon request by family of County Social Worker, Contractor shall take photos of children and provide a copy to the family and Social Worker.

C. MONITORED PARENT/CHILD VISITATION

Contractor shall provide the following services:

1. Staff for monitoring and coordinating non-supervised visits by addressing parenting skills, including appropriate discipline techniques, as outlined through dialogue with the Social Worker, about the family's needs.
2. Notify County Social Worker of any unusual events during visitation using the Visitation Observation Form (VOF).

3. Monitor visits by checking in on the family every fifteen (15) minutes or more if needed and check for the following:
 - a. Advise the parties before commencement of visitation that no confidential privilege exists;
 - b. Avoid any attempt to take sides with either party;
 - c. Speak in a language spoken by the child and the non-custodial party;
 - d. Allow no derogatory comments about the other parent, his or her family, caretaker, child or child's siblings;
 - e. Allow no discussion of the court case or possible future outcomes;
 - f. Allow neither the Contractor nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions;
 - g. Allow no spanking, hitting or issuing of threats to the child;
 - h. Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs;
 - i. Allow no emotional, verbal, physical or sexual abuse; and
 - j. Ensure that the parents follow any additional rules set forth by the Social Worker
4. Upon request by family or County Social Worker, Contractor shall take photos of children and provide a copy to the family and County Social Worker.
5. Coordinate and introduce age-appropriate activities for parents and children during visitation.
6. Each visitation appointment shall be up to a maximum of two (2) hours per child and parent.
7. Non-supervised, court-ordered visitations may occur at sites outside of the Community Services Facility (CSF). Contractor shall have ability to find additional sites as a convenience to County parents and caregivers. These visits may occur in the evening or on weekends, Sunday – Saturday 8:00 am to 8:88 pm. These sites must be approved by Stanislaus County Adult Child and Family Services. Sites must be:
 - a. Safe, child-proof and child-friendly;
 - b. Large enough to accommodate families comfortably;

- c. Have a sufficient supply of age-appropriate activities; and
- d. Easily accessible by public transportation

D. DOCUMENTATION OF SUPERVISED/MONITORED VISITS

1. Contractor shall provide written documentation of every monitored/supervised visit by utilizing the Visitation Observation Form (VOF) via e-mail or in writing within forty-eight (48) hours. (See attached)
2. The VOF shall include:
 - The date, time and duration of the contact or visit;
 - Who attended the visit;
 - A summary of activities during the visit;
 - Actions taken by the Contractor, including any interruptions, terminations or a visit and reasons for these actions;
 - An account of critical incidents, including physical or verbal altercations and threats
 - Any failure to comply with the terms and conditions of the visitation; and
 - Any incidents of abuse, as required by law.
3. Documentation should be limited to the facts, observations and direct statements made by the parties, not personal conclusions, suggestions or opinions of the Contractor.
4. Contractor shall be available to testify in court, upon request or by subpoena.

E. OUTCOMES

1. Visits are to be scheduled timely and feedback given to County Social Worker within forty-eight (48) hours.
2. Ensure and increase parent participation through reminders at least twenty-four (24) hours in advance.
3. Improve parent satisfaction by providing a positive/supportive environment for visits.
4. Provide quality activities during visitation that enhances parent/child relationship.

F. County shall provide the following training:

- Orientation and safety training as it relates to the County CSF building;
- Child abuse reporting laws;

- Record-keeping procedures;
- Screening, monitoring and termination of visitation;
- Developmental needs of children;
- Legal responsibilities and obligations of a provider;
- Cultural sensitivity;
- Conflicts of interest;
- Confidentiality; and
- Issues relating to substance abuse, child abuse, sexual abuse and domestic violence.

G. Contractor must:

- Ensure employees are cardiopulmonary resuscitation (CPR) certified;
- Establish and state in writing minimum security procedures and inform the parties of these procedures;
- In coordination with Adult Child and Family Services Division, establish written procedures that must be followed in the event that a child is abducted during visitation;
- Suspend or terminate supervised/monitored visits if the Contractor determines that the risk factors present are placing in jeopardy the safety and welfare of the child;
- Maintain neutrality by refusing to discuss the merits of the case or agree with or support one party over another. Any discussion between Contractor and the parties should be for the purpose of arranging visitation and providing for safety of the children. In order to avoid a conflict of interest, Contractor should not:
 - Be financially dependent on the person being supervised;
 - Be an employee of the person being supervised;
 - Be an employee of or affiliated with any superior court in the country in which the supervision is ordered unless specified in the employment contract; or
 - Be in an intimate relationship with the person being supervised.

H. Contractor is a mandated reporter as defined below:

Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

II. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement

as follows:

A. Costs:

1. The maximum amount of this Agreement for the period January 1, 2014, through June 30, 2015, shall not exceed \$XX,XXX.XX. This amount shall purchase a maximum of XXX units of service at a fixed rate of \$XX.XX per unit of service.
2. This is a fixed rate, per unit of service Agreement. One (1) unit of service equals one (1) hour.

B. Contractor shall make no charge to the recipient and shall collect no share of cost.

C. This Agreement shall be effective January 1, 2014, through June 30, 2015.

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

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

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

G. Billings:

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

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

2. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for

July 2014 through April 2015 services. Billings for service months of May and June 2015 are as follows:

**May 2015 is due June 5, 2015
June 2015 is due June 12, 2015**

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

3. Billings shall be submitted to:

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

4. Invoice shall include the following: type and date of service, number of units of service billed, service rate, client name, Encumbrance Form number and total due.

H. **Payments:**

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after the invoice has been approved by the County, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.

Observation Report

Case Name: _____ Social Worker: _____

Day: _____ Date: _____ Time: _____

Children: _____

Length: 1 Hour Other: _____

Present: Mother Other: _____

Parent on Time? Yes No Comments: _____

PARENT

Appearance (Use if Appropriate)

Clean Dirty Healthy Sick
 Dressed appropriately? Yes No
 Appears under the influence? Yes No Unk
 Comments: _____

Attitude

With Staff:
 Cooperative Uncooperative Hostile
 Depressed

With Child:

Affectionate Played with Little interaction
 Happy Hostile Held Ignored
 Guided Praised Undivided attention to child

Comments: _____

Interaction with child

Happy Hostile Ignored Held
 Played with Affectionate Ignored

Comments: _____

Conversation with child

Appropriate Not Appropriate Explain? _____

Parenting Skills

Appropriate for age of child? Y/N If no, explain:

How did the visit end?

Early Why? _____

Late? Why? _____

Did parent(s) make complaints about

Social Worker Child Foster Parents Room

Comments: _____

Observer: _____ Date: _____

CHILD

Appearance

Clean Dirty Healthy Sick
 Dressed appropriately? Yes No
 Comments: _____

Attitude

Prior to Visit: Happy Sad Upset Shy
 Anxious Excited Talkative

During Visit:

Happy Sad Anxious Shy
 Agitated Excited Talkative Affectionate
 Playful No affect Disconnected

End of Visit: Sad/Crying Cheerful Neutral

Comments: _____

Interaction with parent

Happy Hostile Ignored Avoided
 Went to willingly Scared Played with
 Affectionate Fearful Disconnected
 Comments: _____