COUNTY OF KERN
DEPARTMENT OF HUMAN SERVICES

REQUEST FOR PROPOSAL

SB 163 WRAPAROUND SERVICES
for Dependents, Adoption Assistance Program
Participants, and Wards of the Court.

DUE . . . . . . May 2, 2012

TIME . . . . . Before 11:00 a.m.

Please submit all Proposals to:

Kern County Department of General Services Division
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000
COUNTY OF KERN
DEPARTMENT OF HUMAN SERVICES

Request for Proposal to Provide: SB 163 Wraparound Services

The County of Kern is seeking a qualified professional or professionals to provide SB 163 Wraparound Services to dependents, adoption assistance program participants, and wards of the Court.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. Unauthorized contact of any County personnel may be cause for rejection of a vendor’s proposal. All inquiries concerning this RFP should be directed to the following Contact Person:

Sonja Bennett
Administrative Coordinator
Kern County Department of Human Services
100 E. California Avenue
Bakersfield, CA 93307
Telephone (661) 334-3404

Envelopes containing the proposals are to be marked:

PROPOSAL: “SB 163 Wraparound Services”

Projected Timetable
The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date . . . . . . . . . . . . . . . . March 27, 2012
Pre-Proposal Meeting . . . . . . . . . . . April 5, 2012
Proposal Due Date . . . . . . . . . . . . . May 2, 2012
Proposal Due Time . . . . . . . . . . . . . Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time will not be considered. Proposers are solely responsible for ensuring timely receipt of their proposals.
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SAMPLE AGREEMENT

Exhibit A
I. GENERAL INFORMATION

A. Project Background and Description

California’s Wraparound Program (SB 163, Chapter 795, Statutes of 1997) began as a pilot program in sixteen counties. In 2001, Wraparound became a permanent program.

The philosophy of wraparound services matches the core values of the Child Welfare Services System Improvement. They are a family-centered, community-oriented, culturally sensitive, strength-based, individualized alternative to sending foster children to, or keeping them in, group home placements. The ultimate goal of wraparound is to keep children with their birth families, with relative caretakers or foster families, by providing intensive, comprehensive, integrated and creative treatment, intervention and support services.

The Wraparound model of service provision involves a family-centered, strength based, needs driven planning process. Families actively participate in identifying what their strengths and needs are, with parents and youth being viewed as full partners throughout the entire process. Individualized services and supports are then developed and provided to meet each of the family’s identified needs. This model involves a paradigm shift away from traditional service delivery systems which are professionally driven and focus on family deficits and de-emphasize strengths.

SB 163 allows counties to use existing State foster care dollars for children in or at risk of being placed in RCL 10 –14 group home facilities, so that eligible children and families will be able to receive a broader array of service alternatives.

The cost reimbursement rate for children is currently Three Thousand Six Hundred and Thirty-One Dollars ($3,631) per month for each federally eligible Foster Care child and Seven Thousand Two Hundred and Sixty-Three Dollars ($7,263) for each non-federally eligible Foster Care child and Adoption Assistance Program child due to eligibility for placement in an RCL 10-14 facility. Funds will be paid based on the number of slots filled each month, prorated as necessary. The County of Kern will not be liable for actual expenses that exceed the contract amount.

So that SB 163 funds can be maximized, Wraparound services should fully utilize the continuum of services within the existing service delivery system. These services are widely available and supported by funding streams that include, but are not limited to the following: Adoptions Assistance Program, MediCal, Early And Periodic Screening Diagnosis and Treatment (EPSDT), Kinship Support Services, Tobacco Settlement funds, Child Abuse Prevention, and Promoting Safe and Stable Families funding.

1. Definitions

AB 12 – Assembly Bill (AB) Chapter 559, Statutes of 2010, amendment to Section 17552 of the Family Code, provides transitional support to qualifying youth until age 21.
AB 1801 – Assembly Bill (AB) Statutes of 1995, amendment to Section 18986.46 of the Welfare and Institutions Code, expands confidentiality rules to include interagency teams in ways that accommodate the “wraparound” process.

AB 3632/2726 – AB Chapter 654, Statutes of 1997 amends Sections 7567 and 7587 of the Government Code relating to public social services. This bill establishes procedures governing referrals of pupils to community mental health services and the responsibilities of those entities.

Special Multi-Agency Resource Team (SMART) - SMART will consist of supervisors and/or administrators from the Kern County Departments of Human Services, Public Health, Mental Health and Probation as well as the Kern County Superintendent of Schools Office. SMART will utilize established eligibility criteria to determine which children and families will be eligible for Wraparound Services.

Adoption Assistance Program (AAP) – Provides financial assistance, including help with medical care, to families that adopt children who would otherwise remain in long-term foster care (WIC Section 16121). AAP funds are child specific and may not be used to provide services to other Wraparound children.

Best Practice Principles – Underlying principles inherent in the Wraparound “family centered model” include:

- Ensuring the provision of community-based services and supports.
- Making a commitment to the provision of least restrictive services.
- Ensuring family-centeredness by partnering with families.
- Embracing consumer driven services by ensuring access and voice for parents and children in the design, delivery, and evaluation of services.
- Building on family and child strengths in developing response.
- Ensuring comprehensive life-domain needs assessment and planning.
- Individualizing services and supports to the unique needs of each child and family.
- Ensuring the provision of culturally relevant/competent services by tailoring response to family culture, values, norms, strengths, and preferences.
- Building on the use of naturally occurring community and family supports and resources.
- Ensuring flexibility in location, time, planning, service response, and funding.
- Making a commitment to unconditional service planning and provision. The child and family are not dropped from the program when problems are encountered. The service plan is changed to meet the needs of the new situation.
- Ensuring service planning is child and family team-based, and inclusive of natural/informal support persons.
- Establishing community wide involvement in service design and system evolution, including parents, mental health, juvenile justice, education, social welfare, and cultural stakeholders in the community.
- Ensuring measurable accountability and outcomes driven individualized service plans.

Child and Family Teams (CFTs) – Responsible for identifying an inventory of family strengths, conducting a comprehensive needs assessment and developing an individualized plan.
Children’s System of Care (CSOC) – A system of mental health care that provides comprehensive coordinated care for children with serious emotional and behavioral disturbances.

Community-based – Children and families will receive formal and informal support and services in the community where they live. This will enable them to live, learn and grow safely, competently and productively in their families, neighborhoods and natural environment.

Cost Effectiveness – Achieving the desired goal with minimum expenditures.

Cultural Relevance (Competency) – The acceptance and understanding of cultural mores and their possible influence on the client’s issues and/or behavior. Appreciate and understand the differences and use this knowledge to develop individualized supports and services.

Family-centered – The needs of children are addressed in the context of their families. Parents or other persons who are the primary or natural care givers for the children participate in all aspects of the development and implementation of the plan of support and services, to the degree they are able and to the extent permitted by any outstanding orders of the court.

Family Setting/Types – Any family setting where there is a relative or caregiver interested in strength based services and willing to work toward permanency. This could include parents, relative placements, guardianships, and foster homes.

Individualized Service Plan – Flexible, creative approach to treatment planning based on assessment of needs, resources and family strengths. Formal and informal supports and services will be used to meet the unique needs of each child and family.

Needs driven – Services are determined through the formal and/or informal assessment of family needs. Family expression of needs is a valuable component in this process.

Outcome-based – A system to measure the effectiveness and efficiency of the Wraparound services and supports being provided must be developed during the contractor’s initial planning process and implemented on day one of the contract. Measurable change in the outcomes of the target population will be used as a mechanism for continuous quality improvement and contract renewal.

SED – Seriously Emotionally Disturbed as defined in Welfare and Institutions Code 5600.3, Subsection (a), AB 2726, and/or The Individuals with Disabilities Education Act (IDEA).

Strengths based – The process of developing a service plan begins with an assessment of the strengths of all the family members and other individuals involved with the family team. The plan emphasizes the strengths of the family rather than their problems and deficits. It evaluates and utilizes family strengths in the individualized planning process. This is a departure from the professional driven service delivery system which focuses on family deficits and de-emphasizes strengths.
Support Systems:

Informal/Natural – Familial and/or community based options, activities, or opportunities (e.g. churches, scouting organizations, parks and recreation, etc.).

Formal/Professional – Traditional social service options determined by professionals (e.g. counseling, psychological evaluations, parenting classes, and anger management classes).

Target Geographic Area – Services shall be provided throughout the County of Kern. Multiple awardees will be considered for proposals that serve Eastern Kern County and Western Kern County using State Highway 99 as the geographic divider.

Target Population – Children considered eligible for Wraparound must meet all of the following criteria:

- California Welfare and Institutions Codes (WIC) 300, 600, or AB 3632/2726, and/or Adoption Assistance Program eligible.
- Under the age of 21 and willing to participate in Wraparound services.
- Placed in or at-risk of placement in a RCL 10 – 14 group home as determined by the SMART.
- Have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, or foster parent who has agreed to participate in Wraparound services.
- Exhibit one or more of the following, but not limited to:
  - Frequent running away
  - Substance abuse disorder
  - Fire starter
  - Sexualized behavior
  - Multiple placements
  - Minor criminal behavior
  - Opposition/defiant behavior
  - Aggressive/assaultive behavior
  - School truancy problems
  - Posttraumatic stress disorder
  - Beyond control of parents and/or primary care adults
  - Self-injurious behavior
  - Mild developmental disorder and recognized by a Regional Center
  - One or more hospitalizations in a Mental Health facility
  - Previously certified and approved for RCL 12 – 14 placement by the Kern County Mental Health System of Care
  - Intensified services have been provided to child

Note: SED children may not be excluded due to medical disorder/treatment needs (per WIC 5600) which complicate placement at lowest level of care.

WIC 5150 – When any person as a result of mental disorder, is a danger to others, or to himself or herself or gravely disabled, a peace officer, member of the attending staff, as defined by regulation, of an evaluation facility designated by the county, designated members of a mobile crisis team provided by Section 5651.7, or other professional person designated by the county may, upon probable cause, take or cause to be taken, the person into custody and place him or her in a facility designated by the county and approved by the State Department of Mental Health facility for 72-hour treatment and evaluation.
WIC 5585 – This part shall be known as the Children’s Civil Commitment and Mental Health Treatment Act of 1988.

Wraparound Services Process – A family-centered, strengths-based, needs-driven planning process for creating individualized services and supports for children, youth, and their families. This process facilitates access to natural, professional, and community based options, activities, and opportunities. Allows children to return to or continue living in a family setting rather than in a RCL 10 – 14 group home.

B. Services Required of Successful Proposer

1. Wraparound services must be provided countywide or as individual contract(s) specifies. The term of the initial agreement for services shall be August 1, 2012 through June 30, 2013. The service agreement may be extended at the County of Kern’s option, for up to three (3) twelve-month periods, if such extension(s) is/are agreed upon by both parties.

2. One hundred sixty-seven (167) service slots are currently available; slots may be increased or decreased as determined by the County and approved by the California Department of Social Services.

3. Wraparound services must be available to clients 24 hours per day, 7 days per week, 365 days per year.

4. Services and supports shall be provided in the client’s home, neighborhoods, schools, or offices of service provider(s).

5. Contractor shall as of September 1, 2012:
   a. Be responsible for coordinating, selecting and convening the Child and Family Teams.
   b. Facilitate the planning process (individualized, family-centered, strengths-based, and needs driven).
   c. Secure services from a network of providers and completing appropriate service authorizations and agreements.
   d. Provide intensive case management.
   e. Coordinate with County agency staff, the courts, community members, families and the schools.
   f. Develop, coordinate, and provide formal and informal supports and services (home-based and community-based, provided by professionals and non-professionals).
   g. Develop, monitor and adhere to individual service plan budgets.
   h. Facilitate extensive community resource development.
   i. Develop parent advocacy and support network.
j. Provide in-person services and management on a 24/7 basis.

k. Work in close partnership with all County agencies, including the Department of Human Services, Department of Mental Health, Department of Probation, Department of Public Health, and others.

l. Employ and train sufficient staffing to achieve the Wraparound objectives.

m. Assess and monitor child, family, and community safety.

n. Provide aftercare services that include informal and formal supports for youth and their families that complete Wrap services, for a period not to exceed eighteen (18) months. This can include serving youth beyond the age of eighteen (18) years of age.

o. Providers may provide services to Non Minor Dependents (NMDs) in compliance with AB 12 regulations.

p. Measure outcomes consistent with SB 163 requirements.

q. Provide reports to document outcomes as required by Kern County Department of Human Services.

r. Utilize a “no reject, no eject” philosophy consistent with the best practice principles described in Section I, Article A, Item 1 Definitions.

C. Services Provided by the County

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information that is relevant to the program may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial proposals, and not create a short list of proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of proposals.
All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of determining the Evaluation Committee’s final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

1) Has maintained a local office address within Kern County for the six months immediately prior to the issuance date of the RFP; and

2) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

3) Will credit all sales taxes generated pursuant to the contract resulting from this RFP to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

3. The following is a list of general criteria that may be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. Please note that the Evaluation Committee may consider any information they deem relevant in determining a recommendation to the Board of Supervisors, and may give each of the criteria considered as little or as much weight as they consider appropriate.

a. Understanding of the RFP requirements and end result.

b. Proposed approach to tasks.

c. Experience in similar projects.

e. Estimated completion date(s).

f. Client references.

g. Qualifications of proposer’s staff for the project.

h. Any other factors the Evaluation Committee deems relevant.

4. The County reserves the right to reject any and all proposals and to waive informalities and irregularities in any proposals received. Absence of required information may render a proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.

5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to
determine the proposer’s ability to perform the required services. If such information is requested, the proposer shall be permitted five (5) working days to submit the information requested.

6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer’s intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error, and make corrections accordingly.

7. The County reserves the right to select the proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 3 above. The lowest proposed cost is not the sole criterion for recommending contract award.

8. All firms responding to this RFP will be notified of their selection or non-selection in writing after the Evaluation Committee has completed the selection process. All proposers shall have seven days from the date of the notice to submit any additional information not previously submitted to the County for final consideration before the Evaluation Committee’s recommendation is placed on the Board of Supervisors’ agenda.

9. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.

10. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.

11. The process, procedures and evaluation criteria used by County staff and the Evaluation Committee in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by either the Evaluation Committee or the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.
E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. The County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive any deviation in a proposal. The County’s waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Form of Agreement

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as Exhibit "A" is a sample agreement which is in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer’s proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

The sample agreement included in this RFP is for informational purposes and should not be returned with a proposal; however, the proposal shall include a statement that the proposer has reviewed the sample agreement and either i) will agree to the terms contained therein if selected, or ii) indicate those specific provisions of the sample agreement to which the proposer takes exception and why. Raising of significant exceptions in a proposal, as determined in the sole discretion of the County, may be cause for rejection of the consultant’s proposal.

The selected consultant will be required to execute an agreement with the County for the services requested within 60 days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another consultant and begin negotiations with that consultant.

Consultant must identify and provide contact information in their proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

H. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the
successful proposer. Changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

I. **News Releases**

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Director of Kern County Department of Human Services.

J. **Payment Schedule**

Periodic payments will be made to the consultant upon submission of an invoice, based on a payment schedule to be developed and included in the final agreement for services.

K. **Statutes and Rules**

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

L. **Background Review**

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a proposal to the County the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

II. **PROPOSAL INFORMATION AND REQUIREMENTS**

A. **General Instructions**

To receive consideration, proposals shall be made in accordance with the following general instructions:

1. The completed proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.

2. No oral, telephonic, telegraphic, e-mailed or faxed proposals will be considered.

3. The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All proposals shall remain firm for one hundred and eighty (180) days from the proposal submission deadline.

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the Kern County Department of Human Services, 4901 Commerce Drive, Bakersfield, CA 93309, if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the firm certifying that all statements in the Proposal are true and correct and shall constitute a warranty, the falsity of which shall entitle Kern County to pursue any remedy authorized by law, which shall include the right, at the option of Kern County, to declare any contract made as a result thereof, to be void. Indicate the name of the firm and the RFP project title.

2. Section I - Corporate/Agency Profile:

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your
company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private).

State if you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).

Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. Section II - Qualifications and Experience:

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP. Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Include the number of employees involved in providing services; number of years providing services; and financial statements (balance sheet and Dun & Bradstreet credit rating acceptable). Additionally, provide examples of completed projects.

Documentation of Satisfactory Past Performance/References. Provide a minimum of three (3) reference letters for similar services rendered (must be within the last six (6) months on the reference company’s letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have the following information: Date of the original contract; end date of the contract; services rendered; and names, addresses, and telephone numbers of contact persons within client agencies for whom the services have been provided.

Provide a list of all clients, if any, to whom you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

4. Section III - Credentials/Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided. Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel. Proposer shall specifically provide the
following information on all management, supervisory and other key employees who will be providing service:

a. Name, address and phone number
b. Description of education
c. General experience
d. Experience or education related to the RFP project
e. Letters of reference, if available

List consultant firms, if any, that you plan to use for this project and their relevant experience.

4. Section IV - Subcontractors:

County will consider proposed agreements that involve the firm’s use of subcontractors. List all subcontractors you plan to use for this project and their relevant experience. Such subcontractors will be acting as independent contractors and not as agents of the County.

5. Section V - Project Approach, Work Schedule, Proposed Transition Plan and Technology Available:

Provide a detailed description of the methodology proposed to perform all required services. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before September 1, 2012, if possible. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Specify all software and computer technology that is anticipated to be used in rendering the services. If the proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.

Do not include brochures and advertisements in your proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Section VI - Cost of Service:

The proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance, and any proposed annual cost of living increases for contracts with terms exceeding one year. As a general rule,
the County prefers a set price or hourly rate for the entire term of any contract. Therefore, do not assume that the County will accept any proposed price escalations. Proposed price escalators may also have a detrimental impact on the proposer's score determined by the Evaluation Committee.

The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to not clearly identify all costs associated with the proposal may be cause for rejection of the consultant's proposal.**

7. Section VII - Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Section VIII - Additional Information:

Include any other information you believe to be pertinent but not required.

E. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for April 5, 2012, at 2:00 p.m. The meeting will be held at the Department of Human Services’ Training Facility located at 1400 “S” Street, Bakersfield, CA 93301. The purpose of the conference is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP.

**All interested parties who may have questions are urged to attend.**

F. Proposal Submission

The proposer shall submit six (6) written copies of the proposal and, if possible, one (1) copy on computer disk. The CD must be a standard Microsoft Windows compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Please submit all proposals to:
Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on May 2, 2012, at the above office and address.** Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) proposal, all proposals from that proposer shall be rejected.

RFP Proposals are not publicly opened.

**G. Withdrawal and Submission of Modified Proposal**

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

**H. Disposition of Proposals and Proprietary Data**

All materials submitted in response to this RFP become the property of the County. Any and all proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals.

Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and proposers are
not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted is labeled confidential or proprietary, the proposal shall include the following clause:

_________________________ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys’ fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.
Exhibit A

AGREEMENT FOR
THE PROVISION OF SB 163 WRAPAROUND SERVICES FOR DEPENDENTS, ADOPTION ASSISTANCE PROGRAM PARTICIPANTS, AND WARDS OF THE JUVENILE COURT

(County of Kern – _____________)

THIS AGREEMENT is made and entered into on ________________ by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter “COUNTY”), as represented by the Department of Human Services, and ______________, a _______________ organization, (hereinafter “CONTRACTOR”), whose principal place of business is located at _________________.

WITNESSETH:

WHEREAS:

a. Government Code Sections 31000 and 53060 permit the COUNTY Board of Supervisors to contract for the furnishing of special services with individuals specially trained, experienced and competent to perform those services; and

b. The Kern County Department of Human Services (hereinafter “DEPARTMENT”) through California’s Wraparound Program (SB 163, Chapter 795, Statutes of 1997) requires a qualified organization with experience administering programs for assisting children who are in or at-risk of being placed in Rate Classification Level (hereinafter “RCL”) 10-14 group home facilities; in staying with their birth families, with relative caretakers, or foster families through intensive, comprehensive, treatment, intervention and support services; and children who are eligible for Adoption Assistance Program (hereinafter “AAP”) benefits in accordance with the requirements of Welfare and Institution Code (hereinafter “WIC”) Section 16121 and who meet the definition of the target population; and

c. COUNTY desires to engage CONTRACTOR to provide said services and CONTRACTOR, by reason of CONTRACTOR’s qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services in accordance with the terms set forth herein.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. TERM

This Agreement shall be deemed effective as of July 1, 2012, and shall remain in effect until June 30, 2013, unless sooner terminated as hereinafter provided.

2. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall assume responsibility for providing the following case management services in a manner consistent with the Wraparound philosophy, including but not limited to, shadowing, skill building strategies, home-based services, and any other services required to meet the families' needs. CONTRACTOR shall be responsible for ensuring highly coordinated, highly individualized, unconditional services including community-based
Exhibit A

intervention to address the needs and achieve positive outcomes in the life of the referred child and his/her family. CONTRACTOR shall provide such services in accordance with the following requirements.

A. CONTRACTOR shall provide services to participants in the geographical communities of metropolitan Bakersfield, Wasco, McFarland, Shafter, Delano, Oildale, Rosedale, Lamont, Arvin, Weedpatch, Frazier Park, Buttonwillow, and any other geographical community as agreed to by COUNTY and the other Wraparound service provider.

B. CONTRACTOR may enter agreements with other counties to provide Wraparound services to children who are Dependents of the Court in other counties.

C. CONTRACTOR shall coordinate and assign Family Teams consisting of case managers, family specialists, social workers, peer supporters and other persons or agencies as needed per individual child/family.

D. CONTRACTOR shall develop parent advocacy and support network(s); including, but not limited to, Parent Partners.

E. CONTRACTOR shall provide crisis intervention and management twenty-four (24) hours per day, seven (7) days per week as needed for assigned participants.

F. CONTRACTOR shall evaluate, draft within thirty (30) days of referral, and adhere to, a Service and Support Plan for each child/family. Monthly review of the Services and Support Plan shall be performed for each child/family and any revisions deemed necessary shall be implemented.

G. CONTRACTOR shall assess and monitor child, family, and community safety and shall develop a Safety Plan for each child/family. Monthly review of the Safety Plan shall be performed for each child/family and any revisions deemed necessary shall be implemented.

H. CONTRACTOR shall employ and train an adequate number of staff to achieve the Wraparound objectives for all children/families enrolled in services. Projected staff levels are detailed in Exhibit “A,” Wraparound Services Budget, which is attached hereto and incorporated herein by this reference.

I. CONTRACTOR shall hire bilingual, Spanish-speaking staff and shall ensure that translation services are available to meet participant needs.

J. CONTRACTOR shall provide all outcome measures consistent with SB 163 requirements.

K. CONTRACTOR shall meet quarterly with DEPARTMENT.

L. CONTRACTOR shall provide a procedure, approved by DEPARTMENT, through which participants of Wraparound services shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. This procedure shall be posted in writing in clear view of all participants.
M. CONTRACTOR agrees that the Special Multi-Agency Resource Team (hereinafter “SMART”) including professional and non-professionals, shall affect all aspects of the Wraparound process.

N. CONTRACTOR agrees to provide ongoing training to facilitate CONTRACTOR staff's knowledge of the Wraparound Service as determined by SMART, DEPARTMENT and by CONTRACTOR's Best Practice and Strategic Plan Reviews.

O. CONTRACTOR shall cooperate with DEPARTMENT and SMART to fill a maximum of one hundred two (102) slots for services.

P. CONTRACTOR shall obtain from the Department of Justice (hereinafter “DOJ”), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for any position in which he or she would have supervisory or disciplinary power over a minor, as provided for in Penal Code Section 11105.3. A copy of a license from the State of California is sufficient proof of DOJ clearance.

Q. CONTRACTOR shall maintain all licenses required for operation of the Wraparound services for the term of this Agreement.

R. CONTRACTOR shall pay for all placement costs associated with the children in Wraparound services, including payment to foster parents and adoptive parents.

S. CONTRACTOR shall fully utilize new and existing services available within the community to serve Wraparound children and families, and to ensure SB 163 funds are maximized and services are not duplicated. Services to be utilized shall include but are not limited to, Medi-Cal funded health, mental health, and local family resource center services.

T. CONTRACTOR shall continually recruit and train Foster Parents who would be appropriate for the children referred.

U. CONTRACTOR shall pay for aftercare services that include informal and formal supports for youth and their families that complete Wraparound services, for a period not to exceed eighteen (18) months as approved by the SMART committee. This can include serving youth beyond the age of eighteen (18) years of age.

V. CONTRACTOR shall have all employees assigned to provide services under this agreement attend Mandated Reporter Training provided by the DEPARTMENT.

W. CONTRACTOR shall obtain from the adopted parent a completed ‘Consent to Disclose’ form acceptable to the DEPARTMENT covering participation in the Wraparound program.

X. Reporting Responsibilities

CONTRACTOR shall submit a quarterly Project Revenue and Expense Report to DEPARTMENT, in addition to the standard reports as described below:
Exhibit A

1. CONTRACTOR shall provide reports of all outcome measures consistent with SB 163 requirements and shall submit annually, Wraparound Services Project Evaluation Reports, including information as detailed in Exhibit “B”, which is attached hereto and incorporated herein by this reference.

2. A quarterly Social Condition Matrix for each enrolled child, as detailed in Exhibit “C”, which is attached hereto and incorporated herein by this reference, shall be provided quarterly by CONTRACTOR to DEPARTMENT the month before the regularly scheduled meeting. The Social Condition Matrix shall include but not be limited to the tracking and reporting of the following information in data format:

   a. Type of Restrictive Environment;
   b. Improvement of emotional and behavioral adjustments;
   c. School Attendance; and
   d. Academic Performance.

3. CONTRACTOR shall provide an adoption issue worker to assist with Wraparound services for AAP children. In the alternative, Adoption Clinical Training (ACT) shall be required by staff.

4. CONTRACTOR shall identify monthly placement costs paid for all federally eligible participants in a format agreed upon by DEPARTMENT and CONTRACTOR.


6. Reports shall be sent to the DEPARTMENT’s SB 163 Wraparound Social Services Supervisor.

3. RESPONSIBILITIES OF COUNTY

DEPARTMENT shall assume responsibility for providing the following services:

A. DEPARTMENT shall assign staff to participate in the established SMART to screen and refer eligible children for Wraparound enrollment.

B. DEPARTMENT agrees to refer children at-risk of being placed or currently placed in group-homes.

C. DEPARTMENT shall ensure that no more than seventy-seven (77) children/families eligible for placement in an RCL 10-14 facility receive Wraparound services concurrently during the term of this Agreement.

D. DEPARTMENT shall ensure that no more than twenty-five (25) children/families receive AAP services concurrently during the term of this Agreement.

E. DEPARTMENT shall review the monthly Projects Revenue and Expense Reports to determine the amount of revenues that exceed expenses. DEPARTMENT shall notify
Exhibit A

CONTRACTOR quarterly to return savings to DEPARTMENT. CONTRACTOR shall return Wraparound savings to the Department within thirty (30) days of date of notification.

F. DEPARTMENT shall deposit Wraparound savings into a designated account. Funds will be utilized based on recommendations of SMART and the DEPARTMENT.

4. **JOINT RESPONSIBILITIES**

Both parties to this Agreement acknowledge that:

A. Services funded under this proposal shall focus on those children placed in, or at-risk of placement in, an RCL 10-14 group home or AAP children who meet the definition of the target population.

B. To meet eligibility requirements for Wraparound enrollment a child must meet all of the following criteria:

1. WIC 300, 600, or AB 3632/2726, and or Adoption Assistance Program eligible.

2. Under the age of nineteen (19) years and willing to participate in Wraparound services.

3. Placed in or at-risk of placement in a RCL 10-14 group home as determined by SMART.

4. Have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, or foster parent who has agreed to participate in Wraparound services.

5. Exhibits one or more of the following, but not limited to: frequent running away; multiple placements; mild developmental disorder which is recognized by a Regional Center; School truancy problems; substance use disorder; minor criminal behavior; posttraumatic stress disorder; one or more hospitalizations in a mental health facility; fire starter; oppositional/defiant behavior; beyond control of parents and/or primary care adults; previously certified and approved for RCL 10-14 placement by the Kern County Mental Health System of Care; sexualized behavior; aggressive/assaultive behavior; self-injurious behavior; or intensified services have been provided to the child.

C. DEPARTMENT, Kern County Department of Public Health, Kern County Probation Department, and Kern County Department of Mental Health shall refer children to SMART for review of appropriateness to enter the Wraparound services system.

D. Services and supports shall be provided in the participant’s home, neighborhood, school, and other areas as deemed appropriate by all parties to this Agreement.

E. Both parties to this Agreement shall work collaboratively to create effective measurement tools and reports, which are determined to be critical to the evaluation of services and measurable outcomes.
Exhibit A

F. In the event a child is detained in a COUNTY facility related to delinquency, out of placement or hospitalization, Wraparound services shall continue to both the child and/or the family in a normal manner in order to resolve crisis issues and to prepare for the child's return to the home. During this period of time, the designated slot shall be held for the child, and CONTRACTOR shall continue to provide supportive services. DEPARTMENT shall continue to compensate CONTRACTOR for the full monthly rate specified in Paragraph 5, Compensation, set forth below.

The majority of such occurrences will last a few days. In the event the child's absence will exceed thirty (30) days, SMART shall determine if the case plan of care and services should be continued or suspended. If suspended, upon the child's return, attempts shall be made to resume full services to the child/family if a slot is available.

5. COMPENSATION

COUNTY shall compensate CONTRACTOR at the current Wraparound rate established by the California Department of Social Services which may change during the term of this Agreement. The rate is currently Three Thousand Six Hundred and Thirty-One Dollars ($3,631) per month for each federally eligible Foster Care child and Seven Thousand Two Hundred and Sixty-Three ($7,263) for each non-federally eligible Foster Care child and each AAP child who is receiving services from CONTRACTOR due to eligibility for placement in an RCL 10-14 facility. When a child is in Wraparound services for a partial month, compensation will be prorated based upon the date of entry into and exit from Wraparound services. Total compensation to CONTRACTOR shall not exceed Five Million Nine Hundred Ninety-One Thousand Seven Hundred Eighty Dollars ($5,991,780.00) over the term of the Agreement. No additional compensation will be paid for secretarial, clerical support staff or overhead costs. No funds paid to CONTRACTOR through this Agreement shall be utilized to compensate employees of CONTRACTOR for overtime or compensatory time off, except to the extent that CONTRACTOR is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201 et seq., or applicable State law.

6. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

CONTRACTOR shall submit monthly to DEPARTMENT, within thirty (30) days after the end of each month, a claim for payment associated with providing services to each child assigned to an SB 163 Wraparound slot for the month just ended. Costs claimed under this Agreement are subject to the following federal publications (current publications are available online and can be found at www.whitehouse.gov/omb/circulars):

<table>
<thead>
<tr>
<th>Cost Principles</th>
<th>Administrative Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 CFR 230</td>
<td>2 CFR 215</td>
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A. All invoices shall be submitted in triplicate in a form approved by DEPARTMENT and shall contain a log for the month invoiced, listing the names of children receiving SB 163 Wraparound services, as well as their entry and exit dates of service, a monthly Project Revenue and Expense Report, and a list of all federally participants for which a cost of placement is incurred as noted in paragraph 2.X.4.of the Agreement.

B. Invoices shall be sent to DEPARTMENT's Accounts Payable Unit, 100 E. California Avenue, Bakersfield, CA 93307, for review and processing by the thirtieth (30th)
calendar day of the month following the month in which services were rendered. COUNTY will make payment to CONTRACTOR within thirty (30) days of receipt and approval of each complete invoice received by DEPARTMENT.

C. A monthly Project Revenue and Expense Report must be submitted to DEPARTMENT with the monthly invoice and shall include an itemization of all costs by budget line item (including itemization of all travel expenses incurred). Revenue shall be evaluated by DEPARTMENT against Exhibit "A", Budget, and shall be subject to reconciliation with approved expenses and adjustment of compensation on a year end basis.

D. CONTRACTOR shall deposit and maintain all Wraparound funds in a separate account. If Wraparound revenues exceed expenses, the Wraparound savings shall remain in the account until DEPARTMENT submits a written request to CONTRACTOR to return savings to the DEPARTMENT. Wraparound savings shall be returned to DEPARTMENT within thirty (30) days of written request.

E. CONTRACTOR shall comply with all audit exceptions by appropriate federal, State and COUNTY audit agencies as prescribed by the auditing agency, and provide all required audit documentation to DEPARTMENT pertaining to the services required by this Agreement.

F. CONTRACTOR shall adjust from its billings to DEPARTMENT all charges not fully reimbursable under the applicable cost principles and the terms of this Agreement. CONTRACTOR accepts fiscal responsibility for any future audit findings resulting from CONTRACTOR's billings under this Agreement. CONTRACTOR shall refund COUNTY for all costs related to this Agreement which are disallowed by CDSS as a result of audit findings or insufficient funds available from the State.

G. DEPARTMENT reserves the right to withhold payment if CONTRACTOR falls behind schedule or submits substandard work.

H. Final invoices must be received by DEPARTMENT no later than sixty (60) days following termination of this Agreement.

I. Budget funds are restricted for use within the term of the contract. Administrative shifts of funds among budget line item accounts or the addition of budget line items cannot be approved without prior submission of a revised budget by CONTRACTOR and prior written approval by DEPARTMENT.

J. The DEPARTMENT's fiscal year funding allocation ends June 30. All invoices including estimated and accrued costs for work done during the fiscal year then ended shall be received by DEPARTMENT's Accounts Payable Unit not later than June 1. A final adjustment from estimated accrual to actual reimbursable cost shall be received at the earliest possible date, but not later than sixty (60) days after the close of the fiscal year.

7. REPRESENTATIONS

CONTRACTOR makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:
1. CONTRACTOR has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

2. CONTRACTOR does not have any actual or potential interests adverse to COUNTY, nor does CONTRACTOR represent a person or firm with an interest adverse to COUNTY with reference to the subject of this Agreement; and

3. CONTRACTOR shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

8. **ASSIGNMENT**

CONTRACTOR shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. CONTRACTOR shall not assign any monies due or which become due to CONTRACTOR under this Agreement without the prior written approval of COUNTY.

9. **NEGATION OF PARTNERSHIP**

In the performance of the services under this Agreement, CONTRACTOR shall be, and acknowledges that CONTRACTOR is in fact and law, an independent contractor and not an agent or employee of COUNTY. CONTRACTOR has and retains the right to exercise full supervision and control over the manner and methods of providing services to COUNTY under this Agreement. CONTRACTOR retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the provision of services under this Agreement. With respect to CONTRACTOR’s employees, if any, CONTRACTOR shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

10. **IMMIGRATION REFORM AND CONTROL ACT**

CONTRACTOR acknowledges that CONTRACTOR, and all subcontractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CONTRACTOR is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by CONTRACTOR to perform services under this Agreement are in compliance with IRCA. In addition, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR’s employees, or the employees of any subcontractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or CONTRACTOR’s subcontractors.

11. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and COUNTY’s agents, Board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses (including, but not limited to,
reasonable attorneys' fees of County Counsel and counsel retained by COUNTY, expert fees, costs of staff time and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of CONTRACTOR or CONTRACTOR's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of CONTRACTOR by any person or entity.

12. INSURANCE

CONTRACTOR, in order to protect COUNTY and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of CONTRACTOR's actions in connection with the performance of CONTRACTOR's obligations, as required in this Agreement, shall secure and maintain insurance as described below. CONTRACTOR shall not perform any work under this Agreement until CONTRACTOR has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY'S authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, CONTRACTOR shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The CONTRACTOR shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. CONTRACTOR shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by CONTRACTOR or County as an additional insured.

A. Workers' Compensation and Employers Liability Insurance Requirements

In the event CONTRACTOR has employees who may perform any services pursuant to this Agreement, CONTRACTOR shall submit written proof that CONTRACTOR is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

CONTRACTOR shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by CONTRACTOR. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, CONTRACTOR shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.
Exhibit A

CONTRACTOR shall also maintain employer's liability insurance with limits of one million dollars ($1,000,000) for bodily injury or disease.

B. Liability Insurance Requirements

1. CONTRACTOR shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

   a. Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of CONTRACTOR's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. CONTRACTOR shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) aggregate.

   b. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars ($1,000,000) each occurrence.

   c. Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

2. The Commercial General Liability and Automobile liability insurance required in this sub-paragraph b. shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3. Any self-insured retentions in excess of $100,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the County Risk Manager.
Exhibit A

4. If any of the insurance coverages required under this Agreement is written on a claims-made basis, CONTRACTOR, at CONTRACTOR's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

C. Cancellation of Insurance

The above stated insurance coverages required to be maintained by CONTRACTOR shall be maintained until the completion of all of CONTRACTOR's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the CONTRACTOR must be endorsed to provide that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. CONTRACTOR shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

E. If CONTRACTOR is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CONTRACTOR shall provide coverage equivalent to the insurance coverages and endorsements required above. The COUNTY will not accept such coverage unless the COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by CONTRACTOR is equivalent to the above-required coverages.

F. All insurance afforded by CONTRACTOR pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the COUNTY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the COUNTY.

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

H. Failure by CONTRACTOR to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CONTRACTOR. COUNTY, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR,
COUNTY shall deduct from sums due to CONTRACTOR any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to CONTRACTOR pursuant to this Agreement are insufficient to reimburse COUNTY for the premiums and any associated costs, CONTRACTOR agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve CONTRACTOR of its obligation to obtain and maintain the insurance coverages required by this Agreement.

13. EVALUATION

Services to be provided by CONTRACTOR shall be evaluated by DEPARTMENT on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to CONTRACTOR. CONTRACTOR shall respond in writing to the deficiencies statement within twenty (20) days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within sixty (60) days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by COUNTY.

14. CONTRACT DISPUTE

Should a dispute arise between CONTRACTOR and COUNTY relating to performance under this Agreement, CONTRACTOR will, prior to exercising any other remedy which may be available, provide COUNTY with written notice of the particulars of the dispute within thirty (30) calendar days of the dispute. COUNTY will meet with CONTRACTOR, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to CONTRACTOR. COUNTY will provide a written response to CONTRACTOR within thirty (30) days of receipt of CONTRACTOR's written notice.

15. TERMINATION

Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. In the event of termination of this Agreement for any reason, COUNTY shall have no further obligation to pay for any services rendered or expenses incurred by CONTRACTOR after the effective date of the termination, and CONTRACTOR shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

16. NON-APPROPRIATION

COUNTY reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, COUNTY will be released from any further financial obligation to CONTRACTOR, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. CONTRACTOR will be given thirty (30) days written notice in the event that such an action is required by COUNTY.
17. **NOTICES**

Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to COUNTY shall be addressed as follows:

Director  
Kern County Department of Human Services  
P.O. Box 511  
Bakersfield, CA 93302

Notice to CONTRACTOR shall be addressed as follows:


Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

18. **OWNERSHIP OF DOCUMENTS**

All reports, documents and other items generated or gathered in the course of providing services to COUNTY under this Agreement are and shall remain the property of COUNTY, and shall be returned to COUNTY upon full completion of all services by CONTRACTOR or termination of this Agreement, whichever first occurs.

19. **CONFLICT OF INTEREST**

The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100, et seq., of the Government Code relating to conflict of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof. CONTRACTOR shall comply with the requirements of Government Code Section 87100, et seq. during the term of this Agreement.

20. **SOLE AGREEMENT**

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.
21. AUTHORITY TO BIND COUNTY

It is understood that CONTRACTOR, in CONTRACTOR's performance of any and all duties under this Agreement, has no authority to bind COUNTY to any agreements or undertakings.

22. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

23. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by CONTRACTOR. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

24. CHOICE OF LAW/VENUE

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

25. CONFIDENTIALITY

CONTRACTOR shall not, without the written consent of COUNTY, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

The parties hereto agree to abide by the Health Insurance Portability and Accountability Act (HIPAA) as applicable and follow confidentiality requirements of 42 CFR Part 2 and other applicable requirements, and to consult and cooperate with one another to assure appropriate and consistent handling of confidential data.

26. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

27. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed
Exhibit A

severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

28. **COMPLIANCE WITH LAW**

CONTRACTOR shall observe and comply with all applicable COUNTY, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

29. **CAPTIONS AND INTERPRETATION**

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

30. **TIME OF ESSENCE**

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

31. **COUNTERPARTS**

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

32. **FORCE MAJEURE**

CONTRACTOR shall exercise every reasonable effort to meet its obligations hereunder and shall not be liable for delays resulting from force majeure or other causes beyond its reasonable control including, but not limited to, compliance with any government law or regulation, acts of God, fires, strikes, lockouts, natural disasters, wars, riots and/or any other cause whatsoever beyond the reasonable control of COUNTY. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

33. **NONDISCRIMINATION**

Neither CONTRACTOR, nor any officer, agent, employee, servant or subcontractor of CONTRACTOR, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures, Chapter 21. CONTRACTOR will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21 which can be found at [http://www.dss.ahwnt.gov/getinfo/pdf/3cfeman.pdf](http://www.dss.ahwnt.gov/getinfo/pdf/3cfeman.pdf).
CONTRACTOR understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event COUNTY is subject to any fiscal sanction or other legal remedies as a result of CONTRACTOR's failure to comply with the requirements of this section, CONTRACTOR shall indemnify and hold harmless COUNTY from any such fiscal sanction or other legal remedy imposed against COUNTY as provided in the indemnification provisions of this Agreement. CONTRACTOR shall participate in and pay COUNTY's costs incurred in COUNTY's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred. CONTRACTOR acknowledges that the COUNTY, as a recipient of such funding, is obligated to comply with State and Federal requirements regarding nondiscrimination, as evidenced by form CR-50, Assurance of Compliance, which is attached hereto and made a part hereof as Exhibit "D". By signing this Agreement, CONTRACTOR, as a sub-recipient of such funding through the COUNTY, shall be equally bound to comply with each and every requirement set forth therein.

34. **AUDIT, INSPECTION, AND RETENTION OF RECORDS**

CONTRACTOR agrees to maintain and make available to COUNTY accurate books and records relative to all its activities under this Agreement. CONTRACTOR shall provide COUNTY with one copy of the Reporting Package of a single audit performed by an Independent Certified Public Accountant (CPA) required by law and permitted by A-133, paragraph .320(f). CONTRACTOR shall permit COUNTY to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon COUNTY herein.

35. **NON-COLLUSION COVENANT**

CONTRACTOR represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with COUNTY. CONTRACTOR has received from COUNTY no incentive or special payments or considerations related to the provision of services under this Agreement.

36. **NO THIRD PARTY BENEFICIARIES**

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to COUNTY and CONTRACTOR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of COUNTY and CONTRACTOR that any such person or entity, other than COUNTY or CONTRACTOR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
37. **SIGNATURE AUTHORITY**

Each party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

[Remainder of this page is intentionally left blank.]
Exhibit A

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

COUNTY OF Kern

Dated: ____________________
By _______________________
Chairman, Board of Supervisors
"COUNTY"

CONTRACTOR NAME

Dated: ____________________
By _______________________
Name , Title
"CONTRACTOR"

APPROVED AS TO CONTENT:
Kern County Department of Human Services

Dated: ____________________
By _______________________
Pat Cheadle, Director

APPROVED AS TO FORM:
Office of the County Counsel

Dated: ____________________
By _______________________
Martin Lee, Deputy County Counsel