COUNTY OF KERN
DEPARTMENT OF HUMAN SERVICES

REQUEST FOR PROPOSAL

to provide Family Mentoring Services

DUE . . . . . . . . . April 30, 2012
TIME . . . . . . . . . Before 10:00 a.m.

Please submit all Proposals to:

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

Request for Proposal to Provide: Family Mentoring Services

The County of Kern is seeking a qualified professional(s) to perform family mentoring services for California Work Opportunity and Responsibility to Kids and Child Protective Services participants in Kern County, California.

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:

Linda Hibbard, MPA
Administrative Coordinator
Kern County Department of Human Services
100 East California Avenue
Bakersfield, CA 93307
Telephone (661) 334-3402

Envelopes containing the proposals are to be marked:

PROPOSAL: “Family Mentoring 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 29, 2012
Pre-Proposal Meeting . . . . . . . . . April 9, 2012
Proposal Due Date . . . . . . . . . . . April 30, 2012
Proposal Due Time . . . . . . . . . . . . Before 10:00 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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I. GENERAL INFORMATION

A. Project Background and Description

Welfare and Institutions Code Section 11320 et seq. requires each county to offer a range of services adequate to ensure that each California Work Opportunity and Responsibility to Kids (hereinafter “CalWORKs”) participant has access to needed activities and services to assist them in seeking unsubsidized employment.

The County of Kern through its Department of Human Services (hereinafter “County”) desires outreach, resources, training and mentoring activities to serve adults and youth referred by the COUNTY. Individuals served shall include CalWORKs adult and youth participants, individuals involved in the Child Protective Services (CPS) system, and emancipating/emancipated foster youth. The youth shall be from fourteen (14) to twenty-one (21) years of age.

B. Services Required of Successful Proposer

For the purpose of this section of the RFP, the term “CONTRACTOR” shall refer to the Proposer(s) awarded the Agreement with the COUNTY and who is/are performing the services described in the Agreement.

For the purposes of this RFP, family mentoring is defined as any mentoring or training activity conducted for the development and/or enhancement of life skills, goal setting, job preparation, career planning, overcoming barriers to employment, etc. It shall include a formal and informal mentoring and training procedure which generates information that is useful in the betterment of the individual’s life.

1. CONTRACTOR shall provide outreach, resources, training and mentoring activities to serve adults and youth referred by the COUNTY. Individuals served shall include CalWORKs adult and youth participants, individuals involved in the Child Protective Services (CPS) system, and emancipating/emancipated foster youth. The youth shall be from fourteen (14) to twenty-one (21) years of age.

2. CONTRACTOR shall provide outreach, resources, training and mentoring activities in Bakersfield and outlying districts offices in Delano, Lake Isabella, Mojave, Shafter, Ridgecrest and Taft.

3. CONTRACTOR shall participate in promoting their program to emancipating and emancipated foster youth by attending two (2)
Independent Living Program (ILP) workshops per year and through the Kern County Network for Children’s (KCNC) Dream Center.

4. CONTRACTOR shall attend the COUNTY’s annual Independent City event and provide information regarding mentoring services and outreach activities to youth who attend this event.

5. CONTRACTOR shall provide COUNTY staff with workshop schedules and flyers with a description of current workshop curriculum.

6. CONTRACTOR shall attend departmental meetings for COUNTY staff regarding the Mentoring Program. Meetings shall be coordinated through the Program Leads in Child Welfare and CalWORKS.

7. CONTRACTOR shall provide the training, orientation, and oversight of the mentors. CONTRACTOR shall ensure that each volunteer youth and volunteer adult mentor (hereinafter “mentor”) meets the requirements presented in Exhibit “A”, Responsibilities of a Mentor, which are attached hereto and incorporated herein by this reference.

8. CONTRACTOR shall, not allow DHS employees who serve as mentors for their agency to be matched with any youth or adult served under this Agreement.

9. CONTRACTOR shall ensure that all youth and adult mentors complete a “Mentor Agreement”, as presented in Exhibit “B”, which is attached hereto and incorporated herein by this reference. CONTRACTOR shall provide signed copies of Exhibit “B” to the COUNTY upon COUNTY’s request.

10. CONTRACTOR shall ensure that all youth mentors complete a Mentor Consent and Release Form, as presented in Exhibit “C”, which is attached hereto and incorporated herein by this reference.

11. CONTRACTOR shall administer the criminal background investigation to be completed through the Criminal Justice Information System (CJIS) for each youth mentor. CONTRACTOR shall pay for such background investigations for mentors performing services under this Agreement.

12. CONTRACTOR shall accept as youth mentors only those individuals whose background investigation report from the State of California Department of Justice that contains a response of “NO RECORD”. CONTRACTOR shall provide COUNTY with a list of individuals
cleared monthly. No youth shall be placed with a mentor that has not cleared background investigation.

13. CONTRACTOR shall offer the following services for participants:

a. CONTRACTOR shall provide one-on-one mentoring services to include friendship, guidance, and support to the adults for a minimum of ninety (90) days from first contact by the mentor. CONTRACTOR shall maintain weekly contact with all referred clients until placement with a volunteer mentor.

b. Participants shall be encouraged to enter into and sign a one-on-one mentoring agreement, as presented in Exhibit “D”, Adult Mentor Agreement, and Exhibit “E”, Youth Mentor Agreement, both of which are attached hereto and incorporated herein by this reference.

c. Each participant shall be provided a minimum of ninety days (90) days of individual mentoring. There shall be a minimum of one (1) Face-to-face (FTF) meeting per week with each participant for a minimum of one (1) hour and one (1) additional contact per week to maintain and cultivate the mentoring relationship. Additional weekly contact can be in person or via telephone, texting, email, etc. Individual mentoring may continue past the initial 90 days as long as both participant and mentor desire to continue the mentoring relationship, and CONTRACTOR has sufficient mentors for the program.

d. CONTRACTOR shall facilitate the introduction of the mentor/mentee.

e. CONTRACTOR shall maintain a sufficient number of mentors to provide mentoring services as identified above based on COUNTY referring approximately 10 adults and 5 youth per month.

f. CONTRACTOR shall provide a variety of workshops on life skills topics. Examples include but are not limited to: Attitude, Accountability, Becoming Independent, Budgeting, Communication/Conflict Management, Daily Living/Family Dynamics, Decision Making, Goal Setting, Forgiveness, Grief/Loss, Health and Nutrition, Job Seeking Skills, Money Management, Self Care, Self-Identity/Esteem, Self Worth and Social Relationships.
i. Proposal must include a description of workshop curriculum.

ii. Proposal must also differentiate if workshop serves youth or adult.

g. A minimum of nine (9) adult workshops, one (1) per month, shall be provided. Each workshop shall encompass four (4) days in one (1) week and will be six (6) hours per day for a total of twenty-four (24) hours in a week. Each weekly workshop shall be held Monday through Thursday.

h. A minimum of forty-eight (48) adult workshops, one (1) per week, shall be provided. Each workshop shall encompass one (1) day and will be four (4) to six (6) hours. Each daily workshop shall be held on Friday.

i. A minimum of six (6) youth workshops, one (1) every other month, shall be provided. Each workshop shall encompass two (2) hours in the course of one day. Each bi-monthly workshop shall be held in the evening.

j. CONTRACTOR shall facilitate workshops to accommodate COUNTY referring approximately 25 persons per workshop.

k. CONTRACTOR shall print and mail each client referred a flyer with specifics regarding the time and place of the workshop when referral information is received from COUNTY at least one (1) week prior to the workshop. Additionally, CONTRACTOR will attempt telephone contact with the client prior to the workshop, welcoming them to the program, and encouraging participation.

l. CONTRACTOR shall not require CPS clients to participate in workshops as a requirement for referral to or participation in mentoring services.

m. CONTRACTOR shall not accept Cal-WORKS clients to participate in one-on-one mentoring services until completion of a one week mentoring workshop.

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 as 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:

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

b. 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.
c. 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. Proposer’s understanding of the RFP requirements and end result.

b. Proposer’s proposed approach to tasks.

c. Proposer’s experience in similar projects.

d. Fee.

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 "B" 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 90 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. Such 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 the 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 Department of Human Services, 100 E. California Avenue, Bakersfield, CA 93307, 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.

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 IV - 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 by July 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 V - 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 VI - 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 VII - 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 9, 2012, at 10:30 a.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 10:00 A.M. on April 30, 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 that 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 “B”
SAMPLE AGREEMENT

AGREEMENT
FOR
FAMILY TO FAMILY MENTORING SERVICES
Independent Contractor

(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, as represented by the Department of Human Services (hereinafter "COUNTY"), and ______ ______________________ (hereinafter "CONTRACTOR"), whose principal place of business is 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. Welfare and Institutions Code Section 11320 et seq. requires each County to offer a range of services adequate to ensure that each California Work Opportunity and Responsibility to Kids (CalWORKs) participant has access to needed activities and services to assist them in seeking unsubsidized employment; and

c. The Department of Human Services of COUNTY (hereinafter "DEPARTMENT") is responsible for administering public assistance programs and assisting CalWORKs participants to transition to self-sufficiency through unsubsidized employment; and

d. DEPARTMENT desires to engage CONTRACTOR to provide 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 on the terms set forth herein; and

e. This partnership targets the Federal Temporary Assistance for Needy Families (TANF) goals by providing assistance to CalWORKs families, promoting job preparation, work and marriage, and to end the dependence on public assistance of CalWORKs families.
NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. **TERM**

   This Agreement shall be deemed effective as of _________________ and shall remain in effect until _________________, unless sooner terminated as hereinafter provided.

2. **RESPONSIBILITIES OF CONTRACTOR**

   A. CONTRACTOR shall provide outreach, resources, training and mentoring activities to serve approximately _________ adults and ___________ _____ youth referred by the DEPARTMENT. Individuals served shall include CalWORKs adult and youth participants, individuals involved in the Child Protective Services (CPS) system, emancipating and emancipated foster youth. The youth shall be from fourteen (14) to twenty-one (21) years of age.

   B. CONTRACTOR shall provide outreach, resources, training and mentoring activities in Bakersfield and outlying district offices in Delano Lake Isabella, Mojave, Ridgecrest, Shafter and Taft.

   C. CONTRACTOR shall participate in promoting their program to DEPARTMENT’S emancipating and emancipated foster youth by attending two (2) Independent Living Program (ILP) workshops per year and through the “Dream Center”.

   D. CONTRACTOR shall attend the DEPARTMENT’S annual Independent City event and provide information regarding mentoring services and outreach activities to youth who attend this event.

   E. CONTRACTOR shall provide DEPARTMENT staff with workshop schedules and flyers with a description of current workshop curriculum.

   F. CONTRACTOR shall attend bureau meetings for DEPARTMENT staff regarding the Family Mentoring Program. Meetings shall be coordinated through the Program Leads in Child Welfare and CalWORKs.

   G. CONTRACTOR shall provide the training, orientation, and oversight of the volunteer mentors (hereinafter “mentors”). CONTRACTOR shall ensure that each youth and adult mentor meets the requirements presented in Exhibit “A”, Responsibilities of a Mentor, which are attached hereto and incorporated herein by this reference.
H. CONTRACTOR shall not allow DEPARTMENT employees who serve as a mentor for their agency to be matched with any youth or adult served under this Agreement.

I. CONTRACTOR shall ensure that all youth and adult mentors complete a “Mentor Agreement”, as presented in Exhibit “B”, which is attached hereto and incorporated herein by this reference. CONTRACTOR shall provide signed copies of Exhibit “B” to the DEPARTMENT upon DEPARTMENT’s request.

J. CONTRACTOR shall ensure that all youth mentors complete a Mentor Consent and Release Form, as presented in Exhibit “C”, which is attached hereto and incorporated herein by this reference.

K. CONTRACTOR shall administer the criminal background investigation to be completed through the Criminal Justice Information System (CJIS) for each youth mentor. CONTRACTOR shall pay for such background investigations for mentors performing services under this Agreement.

L. CONTRACTOR shall accept as youth mentors only those individuals whose background investigation report from the State of California Department of Justice that contains a response of “NO RECORD”. CONTRACTOR shall provide DEPARTMENT with a list of individuals cleared monthly. No youth shall be placed with a mentor that has not cleared background investigation.

M. CONTRACTOR shall offer the following services for participants:

1. CONTRACTOR shall provide one-on-one mentoring services to include friendship, guidance, and support to the adults for a minimum of ninety (90) days from first contact by the volunteer mentor.

   a. CONTRACTOR shall maintain weekly contact with all referred clients until placement with a volunteer mentor.

   b. CONTRACTOR staff may be used as mentors up to thirty (30) days pending volunteer mentor assignment.

   c. In no instance shall CONTRACTOR staff serve as the primary mentor for more than three (3) individuals concurrently in providing one-on-one mentoring sessions.

2. Participants shall be encouraged to enter into and sign a one-on-one mentoring agreement, as presented in Exhibit “D”, Adult Mentor
Agreement, and Exhibit “E”, Youth Mentor Agreement, both of which are attached hereto and incorporated herein by this reference.

3. Each participant shall be provided a minimum of ninety days (90) days of individual mentoring. There shall be a minimum of one Face-to-face (FTF) meeting per week with each participant for a minimum of one (1) hour and one additional contact per week to maintain and cultivate the mentoring relationship. Additional weekly contact can be in person or via telephone, texting, email, etc. Individual mentoring may continue beyond the initial 90 days, as long as both participant and mentor desire to continue the mentoring relationship, and CONTRACTOR has sufficient mentors for the program.

4. CONTRACTOR shall facilitate the introduction of the mentor/mentee.

5. CONTRACTOR shall maintain a sufficient number of mentors to provide mentoring services as identified above based on DEPARTMENT referring approximately 10 adults and 5 youth per month.

6. CONTRACTOR shall provide a variety of workshops on life skills topics. Examples include but are not limited to: Attitude, Accountability, Becoming Independent, Budgeting, Communication/Conflict Management, Daily Living/Family Dynamics, Decision Making, Goal Setting, Forgiveness, Grief/Loss, Health and Nutrition, Job Seeking, Money Management, Self Care, Self-Identity/Esteem, Self Worth and Social Relationships.

   a. Proposal must include a description of curriculum.

   b. Proposal must also differentiate if workshop serves youth or adult.

7. A minimum of nine (9) adult workshops, one (1) per month, shall be provided. Each workshop shall encompass four (4) days in one week and will be six (6)-hours-per day for a total of twenty-four (24) hours in a week. Each weekly workshop shall be held Monday through Thursday.

8. A minimum of forty-eight (48) adult workshops, one (1) per week, shall be provided. Each workshop shall encompass one (1) day and will be four (4) to six (6) hours. Each daily workshop shall be held on Friday.

9. A minimum of six (6) youth workshops, one (1) every other month, shall be provided. Each workshop shall encompass two (2) hours in
the course of one day. Each bi-monthly youth workshop shall be held in the evening.

10. CONTRACTOR shall facilitate workshops to accommodate DEPARTMENT referring approximately 25 persons per workshop.

11. CONTRACTOR shall print and mail each client referred a flyer with specifics regarding the time and place of the workshop when referral information is received from DEPARTMENT at least one (1) week prior to the workshop. Additionally, CONTRACTOR will attempt telephone contact with the client prior to the workshop, welcoming them to the program, and encouraging participation.

12. CONTRACTOR shall not require Child Welfare Service (CWS) clients to participate in workshops as a requirement for referral to or participation in mentoring services.

13. CONTRACTOR shall not refer Cal-WORKS clients to participate in one-on-one mentoring services until completion of a one week mentoring workshop.

K. Reporting Responsibilities:

1. CONTRACTOR shall provide DEPARTMENT its recruitment process policy.

2. CONTRACTOR shall notify DEPARTMENT by written notice within one (1) business day when clients referred for services stop attending. CONTRACTOR and DEPARTMENT shall contact the client to attempt to determine any barriers to participation. CONTRACTOR shall provide workshop attendance to DEPARTMENT via a registration log by the end of the day following the workshop.

3. CONTRACTOR shall provide DEPARTMENT with a list of youth mentors that have cleared background investigation as described in subparagraph 2.G.

4. CONTRACTOR shall provide DEPARTMENT monthly progress reports for adults and youth by the twenty-fifth (25th) calendar day of the month following the month in which services were rendered in a format agreed upon by both CONTRACTOR and DEPARTMENT. Information that must be reported monthly will include dates of mentor contact(s), mentor names assigned to participants, and participant drop notification.
5. Monthly Reports shall be provided to DEPARTMENT by the twenty-fifth (25th) calendar day of the month following the month in which services were rendered, as presented in Exhibit “F”, Adult Monthly Workshop Report, Exhibit “G”, Monthly Adult Mentoring Report, Exhibit “H”, Monthly Youth Workshop Report, and Exhibit “I”, Youth Mentoring Report, all of which are attached hereto and incorporated herein by this reference. The reports shall contain participant first and last name, and case number of each referral for each workshop. The reports shall provide attendance and participation information for each participant referral in the workshops and mentoring program.

6. CONTRACTOR, shall, upon request, provide DEPARTMENT with reports describing success stories of adult and youth participants. Reports are due within two weeks of DEPARTMENT’s request.

7. CONTRACTOR shall provide DEPARTMENT with a final project report no later than sixty (60) days from the termination or expiration of this Agreement. Report shall provide detailed tracking of client outcomes. Examples include but are not limited to the number that: moved into permanent housing; started or completed training; found or retained employment for a minimum of ninety (90) days; are able to write a budget and follow it; opened a checking account; learned how to write a resume; have left a domestic violence (DV) relationship; their relationships have improved with their family and/or children; have visits increased with their children and/or had their children returned home on Family Maintenance Services; had their CPS case successful closed. Report data will be extracted from CONTRACTOR’s database utilizing participant pre and post surveys and other available information.

3. WORKSHOP SURVEYS

A. MENTORING SURVEY:
Each participant referred who receives mentoring services shall complete a satisfaction survey regarding their experiences in the mentoring relationship. Survey shall be in a format agreed upon by CONTRACTOR and DEPARTMENT

B. WORKSHOP SURVEY:
Each participant referred who receives workshop services shall complete a satisfaction survey regarding helpfulness of curriculum and overall benefit of the workshop topic. Survey shall be in a format agreed upon by CONTRACTOR and DEPARTMENT.
4. PERFORMANCE MEASURES

A. One hundred percent (100%) of referrals for mentoring shall be assigned a volunteer mentor within 30 days of referral.

B. A minimum of thirty percent (30%) of mentoring participants shall successfully complete their outlined goals as determined by DEPARTMENT.

C. Seventy-five percent (75%) of those who attend the week long workshop will complete the entire twenty-four (24) hours of the workshop.

D. A minimum of seventy-five percent (75%) of overall results on mentoring satisfaction surveys shall be rated average or above.

E. A minimum of seventy-five percent (75%) of overall results on workshop satisfaction surveys shall be rated average or above.

5. TRACKING OF WORKSHOP AND MENTORING PARTICIPATION

A. All mentoring contacts shall be tracked. All mentor contact data shall be recorded in CONTRACTOR’s database within ten (10) business days of receipt of mentoring contact reports.

B. Participation in workshops shall be tracked by CONTRACTOR using sign-in sheets. All data shall be recorded in CONTRACTOR’s database within ten (10) business days of each workshop. Information shall be provided to COUNTY via a Workshop Registration Log. CONTRACTOR shall make available to DEPARTMENT all workshop sign-in sheets and Workshop Registration Logs upon request.

C. Documentation of participants that do not elect to participate in mentoring within ninety (90) days of referral will be noted “declined” on the monthly report at the end of the ninety (90) day period.

6. RESPONSIBILITIES OF DEPARTMENT

A. DEPARTMENT shall refer participants from CalWORKs and CWS for one-on-one mentoring and/or for scheduled workshops as appropriate.

B. Participant referrals and contact information will be forwarded to the CONTRACTOR as soon as received and on a flow basis.
C. DEPARTMENT shall disseminate information pertaining to this program to its staff in the form of informational flyers and workshop schedules.

D. DEPARTMENT shall provide supportive services to the participant, limited to child care, transportation, and ancillary expenses, as needed and allowed by regulations for program participation.

7. COMPENSATION

As compensation for all services to be provided by CONTRACTOR, DEPARTMENT shall reimburse CONTRACTOR a fixed fee as set forth in Exhibit “J”, Budget, which is attached hereto and incorporated herein by this reference, in an aggregate sum not to exceed One-Hundred Thousand Dollars ($100,000). 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.

8. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

CONTRACTOR shall submit to DEPARTMENT, no later than the first (1st) working day of each month, monthly invoices for services to be performed for that month. 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/):

Cost Principles
Administrative Requirements

OMB Circular 2 CFR 230                OMB Circular 2 CFR 215

A. All invoices shall be submitted in triplicate in a form approved by DEPARTMENT.

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 DEPARTMENT 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.
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.

Invoices shall be sent to DEPARTMENT’s Accounts Payable Unit for processing by the first (1st) calendar day of the month in which services are to be rendered to the following address:

Kern County Department of Human Services  
Attn: Accounts Payable Unit  
P.O. Box 511  
Bakersfield, CA 93302

Payment will be made to CONTRACTOR within thirty (30) days of receipt and approval of each complete invoice by DEPARTMENT. A complete invoice will consist of a claim for monthly payment and complete Adult and Youth Monthly Reports (Exhibits F, G, H, and I) for the previous month. If the invoice is not complete, the thirty (30) day period will start upon receipt of the complete invoice.

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

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

D. The DEPARTMENT’s fiscal year funding allocation ends June 30. All invoices including 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.

9. REPRESENTATIONS

CONTRACTOR makes the following representations, which are agreed to be material to and form a part of the inducement for this Agreement:

A. CONTRACTOR has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

B. CONTRACTOR does not have any actual or potential interests adverse to DEPARTMENT, nor does CONTRACTOR represent a person or firm with an interest adverse to COUNTY with reference to the subject of this Agreement; and
C. CONTRACTOR shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

10. 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 DEPARTMENT.

11. 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 DEPARTMENT. CONTRACTOR has and retains the right to exercise full supervision and control over the manner and methods of providing services to DEPARTMENT 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.

12. 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.
13. **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 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.

14. **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 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 Requirement. In the event CONTRACTOR has employees who may perform any services pursuant to this Agreement, CONTRACTOR shall submit written proof that Vendor 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 subcontractors’ employees are covered by the insurance afforded by Vendor. 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. 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 Vendor’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.

(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 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.

(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 Vendor 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 shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by CONTRACTOR in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor 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.

15. 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 DEPARTMENT.

16. **CONTRACT DISPUTE**

Should a dispute arise between CONTRACTOR and COUNTY relating to
performance under this Agreement, CONTRACTOR shall, 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.

17. **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.

18. **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 this 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.

19. **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 DEPARTMENT 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.

20. 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.

21. 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.

22. 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.

23. **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.

24. **MODIFICATION OF AGREEMENT**

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

25. **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.

26. **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.

27. **CONFIDENTIALITY**

No party to this Agreement shall, without written consent of the other party, 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.

28. **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.

29. **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 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.

30. **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.

31. **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.
32. **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.

33. **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.

34. **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. Cahwnet.gov/getinfo/pdf/3cfcman.pdf](http://www.dss. Cahwnet.gov/getinfo/pdf/3cfcman.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 “K”. 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.
35. **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 permit COUNTY to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews 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.

36. **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, nor considerations not related to the provision of services under this Agreement.

37. **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 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.

38. **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.
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"

VENDOR

Dated: ________________  By ______________________________
Vendor Representative
"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