



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego,
California 92131-1699

TELEPHONE (858) 537-2500
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September 3, 2007

**REQUEST FOR PROPOSALS (RFP) NO. 2537
COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
SENIOR MENTORING FOR CALWORKS SANCTIONED FAMILIES SERVICES**

Contractor shall provide Senior Mentoring services to CalWORKs Welfare-to-Work (WTW) Sanctioned families throughout the county. This initiative is designed for the senior community to share their knowledge and experience of life skills and work ethics with this population, as defined in the CalWORKs Program Guide, and provide support in making a strong work connection and ensuring job retention. The initial implementation for this pilot project will be for a period of eighteen (18) months. Following a successful initial implementation period the program may be expanded to include additional WTW populations. The CalWORKs WTW Sanctioned population is distributed throughout six (6) San Diego County regions. All regions shall be served with primary emphasis being placed on sanctioned families that reside in the Central and North Coastal regions. See Attachment A for county-wide distribution of the WTW sanctioned population.

PROPOSALS ARE DUE NO LATER THAN 3:00 P.M. October 9, 2006 THE RECEPTION DESK AT THE DEPARTMENT OF PURCHASING AND CONTRACTING AT 10089 WILLOW CREEK ROAD, SUITE 150, SAN DIEGO, CALIFORNIA 92131-1699

Late submissions cannot be considered unless they are the only ones received or there was mishandling on the part of county staff.

Potential offerors are encouraged to attend a pre-proposal conference on **Tuesday, September 11, 2007 at 1:30 PM at 1600 Pacific Highway, San Diego 92101 in Room 402A.** Questions and requests for clarification related to definition or interpretation of this RFP may be presented at this conference or shall otherwise be requested in writing no later than close of business **September 12.**

This RFP package includes:

- Cover Page (P&C 600 Form) - Requests necessary Offeror information and includes the Offeror's signed authorization for the proposal.
- Representations and Certifications Form - Requests additional Offeror information related to 501 (c) (3) status, affirmative action and pricing.
- Proposal Terms and Conditions
- Submittal Requirements
- Draft Pro Forma contract, which includes:
 - Exhibit A "Statement of Work"
 - Exhibit B "Insurance"
 - Exhibit C "Pricing"

This will be a competitively negotiated procurement. The County may decide to award contracts without negotiation; therefore, Offeror's shall submit their best proposal initially. The County reserves the right to award contracts to the Offeror submitting the proposal determined to be most advantageous and in the County's best interest, price and other factors considered.

Questions and requests for clarification related to definition or interpretation of this RFP shall be requested in writing prior to the close of business, **September 12, 2007**. Those received after this date may not be answered at the discretion of the County. Questions should be submitted in writing by e-mail (preferred), fax or mail, to:

RFP 2537 Questions

By e-mail: Steve.glenn@sdcounty.ca.gov (preferred)

By facsimile: 858-715-6454

This solicitation is available for download from the County's Internet site at <http://buynet.sdcounty.ca.gov/> Under Quick Links - Select "BuyNet". If already registered select:

- Select "Requests for Bids and Proposals"
- Select the RFP Number to access the files.
- If not yet registered please follow the instructions and register under UNSPSC code **861000.0000**.

It is the offeror's responsibility to check for addenda on the web site. The County cannot notify those who download solicitation documents from the web site of changes or addenda. The master copy of the bid or proposal documents offered for electronic download shall be considered the original. If you are unable to download this document, you may contact Contract Clerical Support at (858) 537-2525 and a hard copy will be mailed to you.

If you have any questions or comments regarding this solicitation, please contact Steve Glenn Senior Procurement Contracting Officer at 858-537-2548 or by email at steve.glenn@sdcounty.ca.gov.

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM: (SG):

**COUNTY OF SAN DIEGO REQUEST FOR PROPOSALS NO. 2537
THIS IS NOT AN ORDER**

**MAIL OR DELIVER YOUR PROPOSAL TO:
County of San Diego, Office of Purchasing and Contracting
5555 Overland Avenue, Building 11, Mail Stop O32
San Diego, CA 92123**

FOR INFORMATION, PLEASE CALL
Steve Glenn Senior PCO: (858) 537-2548
FAX: (858) 715-6454 E-MAIL ADDRESS: Steve.glenn@sdcounty.ca.gov

Proposals shall be *received* at the above address prior to
3:00 PM LOCAL TIME, October 9, 2007

FAMILY SELF-SUFFICIENCY SERVICES

Contractor shall provide Senior Mentoring services to CalWORKs Welfare-to-Work (WTW) Sanctioned families throughout the county. This initiative is designed for the senior community to share their knowledge and experience of life skills and work ethics with this population, as defined in the CalWORKs Program Guide, and provide support in making a strong work connection and ensuring job retention. The initial implementation for this pilot project will be for a period of eighteen (18) months. Following a successful initial implementation period the program may be expanded to include additional WTW populations. The CalWORKs WTW Sanctioned population is distributed throughout six (6) San Diego County regions. All regions shall be served with primary emphasis being placed on sanctioned families that reside in the Central and North Coastal regions. See Attachment A for county-wide distribution of the WTW sanctioned population.

The initial contract term will be for a period of one and a half years (1.5 years; approximately 1/1/08 to 6/30/09) with three (3) option years, through 6/30/12.

The estimated total contract value is between \$900,000 and \$1.35 million.

PRE-PROPOSAL CONFERENCE AND RFP QUESTIONS

Potential offerors are encouraged to attend a pre-proposal conference on Potential offerors are encouraged to attend a pre-proposal conference at **Potential offerors are encouraged to attend a pre-proposal conference on Tuesday, September 11, 2007 at 1:30 PM at 1600 Pacific Highway, San Diego 92101 in Room 402A.** An addendum will be issued in response to questions, which will only be available by downloading from Buynet. Questions and requests for clarification related to definition or interpretation of this RFP shall be requested in writing prior to the close of business **September 12, 2007.** An addendum will be issued in response to questions, which will only be available by downloading from Buynet.

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

Offeror hereby acknowledges receipt the RFP 2537 and Addenda Number 1 through [].

OFFEROR INFORMATION:

Firm Name:
Street:
City/State/Zip:

Offer Date

Phone No: () Fax No: ()

E-Mail Address:

AUTHORIZATION FOR OFFER (Must be signed):

By: _____
Signature

Name:

Title:

Contact Person: Name:
(If other than above)
Title:E-Mail Address:

Phone No: ()

FAX: ()

NOTE: RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699 or by downloading from the department's Web site "Buynet II" at <http://buynet.sdcounty.ca.gov/>. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.

**COUNTY OF SAN DIEGO
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with bid or proposal.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this bid or proposal, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors:

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

3.2. REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

(Mark all applicable blanks). This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1 I am currently certified by (Government. Agency)

Certification #:

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and
- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

5. CERTIFICATE OF CURRENT COST OR PRICING

"This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this bid or proposal, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below."

6. CERTIFICATE OF INDEPENDENT PRICING

- 6.1. By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement;
- 6.2. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other bidder or offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
- 6.3. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and
- 6.4. No attempt has been made or will be made by the bidder or proposal to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

7. TAX IDENTIFICATION NUMBER

(Corporations) Federal Tax I.D. #

CERTIFICATION:

The information furnished in Paragraph 1 through 7 is certified to be factual and correct as of the date submitted.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR BIDS OR PROPOSALS

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSAL (RFP 2537)
FAMILY SELF SUFFICIENCY SERVICES
RFP TERMS AND CONDITIONS

1 RFP PROCESS

- 1.1 RFP's shall normally be made available on the County of San Diego's BuyNet site. Firms may request a hard copy from Purchasing and Contracting Clerical Section.
- 1.2 The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the first pre-proposal conference can be found in the Cover Letter to this RFP and on the County BuyNet site under NOTICES on the Request for Bid or Proposals page.
- 1.3 Diligence Material, if provided, is subject to the following disclaimer: The County nor any of its agents, advisors, or representatives: has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements, estimates, and projections provided by or with respect to the County. Such assumptions, statements, estimates, and projections reflect various assumptions made by the County, which assumptions may or may not prove to be correct. No representations are made by the County as to the accuracy of such assumptions, statements, estimates, or projections.
- 1.4 Offerors Inquiries and County Responses - All contacts from your organization related to this RFP or your Proposal must be directed in writing exclusively to the County's Contracting Officer. You should not attempt to contact any other County personnel about this RFP unless authorized by the Contracting Officer.
- 1.5 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions.
- 1.6 Proposals must be submitted by the time and Date specified in the PC Form 600 and/or the Cover Letter. Late submissions cannot be reviewed unless it is the only one received or there was mishandling on the part of County staff.
- 1.7 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.8 The County's Contracting Officer may seek clarifications for the SSC. The Contracting Officer shall determine the appropriate means of clarification: telephonic, e-mail, letter, or oral interviews.
- 1.9 Upon recommendation of the SSA, negotiations may be held with one or more offerors. Negotiations will be concluded with those firms remaining in the competitive range, which shall conclude with a request for best and final offer.
- 1.10 The County of San Diego, Contracting Officer will notify all Offerors and post a Notice of Intent to Award for five workdays after receipt and approval of the Source Selection Authority(s) recommendation to award.
- 1.11 The Office of Purchasing and Contracting will notify all Offerors of the status of each Proposal, prior to posting the Notice of Intent to Award.

2 SUBMISSION OF PROPOSAL

- 2.1 RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 10089 Willow Creek Rd, Ste.150, San Diego, CA, 92131-1699 or by downloading from the department's Web site "BuyNet" at <http://buynet.sdcounty.ca.gov/>. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.
- 2.2 It is understood and agreed upon by the Offeror in submitting a Proposal that the County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the County evaluation concerns about competing Proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.
- 2.3 Offerors shall submit an original prior to the date and time specified. In addition the offeror may be requested to submit additional copies, these copies should be submitted along with the original. Failure to submit the required number of copies may result in finding of non-conformance. Originals should be clearly marked.
- 2.4 Unless otherwise specified proposals shall be on 8-1/2" x 11" white bond paper with no less than 1/2" margins and ten (10) point font. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy is securely fastened, and original and all copies are submitted in a sealed envelope or box with the RFP number and the name and address of the offeror on the outside of the package/container. Note: There does not need to be a separate envelope or package for each of the copies.
- 2.5 Unless other specified the Proposal shall conform to the following format:

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
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FAMILY SELF SUFFICIENCY SERVICES
RFP TERMS AND CONDITIONS

- 2.5.1 A completed and signed PC 600 Form shall be submitted as the cover of your proposal.
- 2.5.2 A completed and signed Representations and Certifications form shall be submitted as the second page of your Proposal.
- 2.5.3 A table of contents listing, by page number and all other contents of the Proposal shall be submitted after the Representations and Certifications form.
- 2.5.4 The proposal shall be in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable question or requirement.
- 2.5.5 Each Proposal shall be typed and be concise but comprehensive. Proposal shall not include promotional material. Proposal shall be in accordance with the requirements discussed herein.
- 2.5.6 All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers and names of contacts provided in the Proposal.

3 EVALUATION AND SELECTION

- 3.1 Proposals will be evaluated based upon the information provided in response to the RFP “Evaluation and Submittal Requirements” and other information known to the County. This information may be provided by written material, electronic means, or oral presentations.
 - 3.2 The “Evaluation and Submittal Requirements” may authorize the use of Presentations and/or interviews as a method of presenting the offeror proposal or obtaining additional information. The Source Selection Committee (SSC) may invite competitive Offerors to make a presentation to, or participate in interviews with the County at a date, time and location determined by the County. The purpose of such presentations or interviews would be to allow the Offerors to present their proposed solutions to the County and for the SSC to obtain additional information; the key points in the Proposals will be evaluated by the SSC.
 - 3.3 The evaluation to determine the competitive range shall use the non-exclusive list of criteria contain in “Evaluation and Submittal Requirements”.
 - 3.4 The overall total cost to the County will be considered in evaluation. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The degree of importance will increase with the degree of quality of the proposals with respect to the other evaluation factors.
 - 3.5 It is in the best interest of the County to have a contract portfolio that is not too heavily dependent upon one or a few contractors. Maintaining a balanced portfolio will be considered in the evaluation process. The degree of importance of this factor will increase along with the number of contracts an offeror has or proposes to have with the County.
 - 3.6 The County has an interest in a competitive contractor environment. This means that it is to the County’s advantage to have multiple contractors within the County that are qualified and willing to provide the services sought. To insure a continuing competitive environment, the County will take into consideration the number of existing contracts and proposed contracts a particular contractor entity has or may have with the County when evaluating the proposals. The degree of importance of this factor will increase along with the number of contracts an offeror has or proposes to have with the County.
 - 3.7 The Source Selection Authority may, at its sole discretion, authorize the Contracting Officer to enter into negotiations with any Offerors found to be in the competitive range.
 - 3.8 Best and Final request will be issued at the conclusion of negotiations and may contain additional selection discriminators. The Source Selection Committee shall review best and final responses and make an award recommendation to the SSA.
 - 3.9 Upon Posting of the Notice of intent to Award, the Contracting Officer will enter into contract finalization negotiations and upon the successful completion, award an Agreement with the Offeror whose Proposal has been ranked first by the County on the basis of best value to the County.
- 4 SIGNATURE.** All Proposals shall be signed by an authorized officer or employee of the submitting organization. The title of the authorized officer or employee, the name, e-mail, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.
- 5 COST COMPARISONS.** The County Charter requires a finding of economy and efficiency prior to award of contracts for service that can be performed by persons employed in the Classified Service to an independent contractor. It is the intent, subject to a finding of economy and efficiency, to contract for these services. The cost comparison is subject to review and approval by the Chief Administrative Officer.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
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FAMILY SELF SUFFICIENCY SERVICES
RFP TERMS AND CONDITIONS

- 6 PROPRIETARY INFORMATION** All proposals become the property of the County of San Diego unless return is specifically requested as specified in Paragraph 9. The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the County if litigation results.
- 7 INTERLOCKING DIRECTORATE** In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated on the Representations and Certifications form, paragraph 1, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this bid or proposal, Offeror certifies he will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on the Representations and Certifications form, and any resulting contract must be approved by the Board of Supervisor:
- 8 UNNECESSARILY ELABORATE INFORMATION.** Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective Proposal are neither necessary nor desired.
- 9 COUNTY COMMITMENT**
- 9.1 County shall have the right to reject or accept any Proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.
- 9.2 This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 9.3 The County reserves the right to terminate this RFP at anytime prior to contract execution.
- 9.4 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- 10 LATE, MODIFIED, OR WITHDRAWN PROPOSAL**
- 10.1 Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and
- 10.1.1 It was sent by mail, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the County; or
- 10.1.2 It is the only Proposal received.
- 10.2 Any modification of a Proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as the initial submission.
- 10.3 Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all Proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by an Offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the Proposal prior the posting of Notice of Intent to Award o contract award.
- 11 NON-CONFORMING SUBMISSIONS.** Any submission may be construed as a non-conforming Proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a Proposal non-conforming.
- 12 KNOWLEDGE OF RFP AND PROPOSAL CONDITIONS.** Before submitting a Proposal, Offerors shall carefully read all sections of this RFP, including all forms, schedules and exhibits, and shall fully inform themselves as to all existing conditions and limitations.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSAL (RFP 2537)
FAMILY SELF SUFFICIENCY SERVICES
RFP TERMS AND CONDITIONS**

- 13 DUTY TO INQUIRE.** Should an Offeror find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's Web site "BUYNET." **It is the Offerors responsibility to periodically check the Web site for such addenda.** The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet website.
- 14 EXPLANATION TO PROPOSERS.** Any explanation desired by an Offeror regarding the meaning or interpretation of the Proposal must be directed in writing exclusively to the County's Contracting Officer. The preferred method of delivering written questions is by e-mail or by an internationally recognized courier to the address listed in the Cover Letter. Telephone calls will not be accepted. In no event will the County be responsible for ensuring that prospective Offerors' inquiries have been received by the County. You should not attempt to contact any other County personnel about this RFP solicitation. Oral explanations or instructions will not be binding. Any explanation concerning a solicitation will be provided to all prospective Offerors through posting on BUYNET in the form of an addendum to the solicitation. **No response will be provided to questions received after the date stated in the Cover Letter.**
- 15 PROTEST PROCEDURE.** County policy A-97 requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place.
- All protests shall be made in writing, and shall be filed with the Contracting Office identified in the solicitation package. A protest shall be filed on the earliest of the following dates: (i) within five business days after a notice of Intent to award the contract has been posted in a public place in the County's Contracting Office or County Internet website, (ii) within five business days after the County provides notification that the proposal is no longer under consideration, or (iii) by noon on the day before the Board of Supervisors is scheduled to consider the matter.
- Copies of the Board Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at <http://www.sdcountry.ca.gov/> under the Clerk of the Board's page.
- 16 DEBRIEF AND REVIEW OF CONTRACT FILES:** When an Offeror has been notified by the Contracting Officer, that the proposal is no longer being considered for award, the Offeror may request a "debriefing" from the Contracting Officer on the findings about that one proposal (with no comparative information about proposals submitted by others).
- After contract award, any interested party may make an appointment to review the files to look at all Proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by the reviewer will be prepared and sold to the requestor at current County prices for such information.
- 17 NEWS RELEASES:** Offerors shall not issue any news release pertaining to this RFP without prior written approval of the County's Contracting Officer, which may be withheld in such Officer's sole discretion. A minimum of two- (2) business day's notice is required for approval.
- 18 CLAIMS AGAINST THE COUNTY:** Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).
- 19 EMPLOYMENT OFFERORS:** Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.
- 20 TIMING AND SEQUENCE** of events resulting from this RFP shall ultimately be determined by the County.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
SENIOR MENTORING FOR CALWORKS SANCTIONED FAMILIES SERVICES
RFP 2537, PROGRAM SUBMITTAL REQUIREMENTS**

Proposal Submittal and Evaluation

The submittal requirements listed below are in descending order of importance by paragraph, not subparagraphs, and will be weighted in the evaluation of the Offeror's written and oral proposals accordingly. The proposal should give clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on these requirements. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation. An Offeror must, therefore, be acceptable in all three areas to be eligible for award of a contract. The expectation is that those proposals in the competitive range and considered for contract award may exceed the minimum requirements.

All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement. Submit an ***original and 10 copies*** (hard and electronic on CD) of each proposal prior to the date and time specified in the cover letter and PC600 form.

Each proposal will be evaluated individually on its own merits.

To assist in clearly describing how the work specified in the Performance Work Statement will be accomplished, samples, literature, program description attachments such as flow charts, tables, and other graphic aids and other materials supporting the program description may be submitted as appendices to the proposal. Attachments must be limited to a maximum ten (10) pages. However, all appendices must be in (a) separately bound volume(s). It is good practice, if you choose to provide the extra volume(s), to include information in your proposal that tells the evaluators what items they should look for in the extra volume(s) and the purpose for each particular inclusion. Offerors are cautioned that evaluations may be made solely on the information provided in the proposal and without review of the appendices.

1 Experience, Proposed Organization, Management and Staffing

- 1.1 Mission and History. Provide the Offeror's mission statement and brief description of the Offeror's mission. Explain why Offeror is interested in offering the senior mentoring services being proposed and how Offeror's experience and services would benefit the County by the County awarding a contract to your firm.
- 1.2 Offeror's Resume – Provide a resume of the Offeror's experience within the last five (5) years in operating a Senior Mentor program as described in the "Performance Work Statement". Provide the dates in which Offeror has provided these services; the location of the program(s) for which services were provided; and phone number, e-mail address, of contact person(s) for the project. Include Offeror's knowledge and experience in the following areas:
 - 1.2.2 Screening and hiring senior mentors;
 - 1.2.3 Development of curriculum training for mentors;
 - 1.2.4 Providing and coordinating training for mentors.

1.3 Proposed Organizational Charts and Staffing

- 1.3.2 Organization Chart - Provide an organizational chart that describes the Offeror's overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs and sections. Indicate the lines of organizational management, authority, and responsibility.
- 1.3.3 Staffing Chart: Provide a staffing chart that describes the Offeror's proposed program and identifies program staff positions (by name and title, if known) and reporting responsibility.

Note: Offeror may combine both the organizational and staffing charts, as long as all of the requested information is presented.

- 1.3.4 Job Descriptions - Provide a staffing schedule describing all program staff (including administrative and direct service) positions by 1) position title and requirements which may include skills, education, experience, and certifications; 2) position description including decision authorities, reporting responsibilities, and duties; and 3) salary range. Include volunteer and other non-paid positions. Provide a hiring and training schedule for hiring and training staff not yet selected. All key staff must be hired within 30 days of contract execution.
- 1.3.5 Staff Resumes: Provide brief resumes for all administrative and program staff who are currently employed by the Offeror or who the Offeror plans to employ to fill positions in the staffing schedule to accomplish the requirements in the Performance Work Statement. Include the proposed position title from the staffing schedule on each resume. Resumes should provide sufficient information to determine that the person is qualified for his/her assigned position, including history of relevant education and

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experience. Include a dated letter signed by the prospective employee(s), if not now on staff, indicating the person's commitment to accept employment if a contract is awarded to the Offeror's organization. Letters of commitment shall be the page following the last page of the person's resume. **Do not include social security numbers or home addresses and phone numbers, etc.**

- 1.4 Government Contracts – List any government contracts relative to the services being proposed that Offeror has had in the last five (5) years. If Offeror has an extensive list of contracts, then list no more than ten (10) contracts, beginning with the most recent, and ending with the oldest of those selected. If Offeror has not had any government contracts, list any relevant contracts for the same or similar types of services in size and scope. Information should include type of contracted services, length of contract, performance outcomes, and compliance issues. County staff will verify contract information.
- 1.5 Litigation – Provide a description of any litigations active and their resolution in the past five (5) years related to the contractor's performance. Provide a copy of a letter from the Offeror's attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent year.
- 1.6 References – Provide a minimum of three (3) business references for the Offeror's most relevant projects or programs within the past five (5) years. County staff will verify the information provided. Each reference should be summarized in no more than one (1) page and should include the following:
 - 1.6.2 Reference organization's name and purpose.
 - 1.6.3 Reference organization's address, phone, and fax numbers.
 - 1.6.4 Contact persons representing the reference organization, title, phone and fax numbers, and e-mail address. The reference contact persons must be familiar with the Offeror and the Offeror's relevant experience and performance.
 - 1.6.5 Brief statement of the person's or organization's relationship to the Offeror and the period of the relationship.
 - 1.6.6 A summary narrative of the applicable work provided; fee and contract term for the work; if the program's service was completed within the original contract fee and term (explain reasons for any fee increase and delays); problems encountered and resolutions; contract objectives and results. Explain how the experience gained could be beneficially applied to this project.
 - 1.6.7 If previous work was not similar, list three (3) references who can attest to your competency.
- 1.7 Please explain if Offeror or any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body as certified in Paragraph 3.5 of the Representations and Certifications form.

2 Program Description

Provide a program description for the proposed service, in a maximum of *twenty-five (25)* pages outlining the proposed program and services and explaining how the requirements of Exhibit A – Performance Work Statement will be met. (When evaluating the proposals, Source Selection Committee (SSC) members do not have any obligation to read past the maximum page limit listed above.) Focus on the methods and procedures that the Offeror will use to meet the key requirements specified in Exhibit A. Descriptions for each work component should be in the same sequential order as listed in Exhibit A: label each description with the appropriate Paragraph number from Exhibit A. Samples and other materials supporting the program description or other parts of the proposal may be submitted as appendices. All of these must be in a separately bound volume(s) and should be cross-referenced in the proposal. In your program service description include the following:

- 2.1 Objectives – Provide the number of clients that are proposed to achieve Outcome Objectives described in Paragraph 4 of the Performance Work Statement.
- 2.2 Performance Management Process - Describe the internal performance management process the organization will use to ensure that program performance standards and outcomes are achieved.
- 2.3 Quality Assurance Plan - Provide a quality assurance plan that supports the proposed program. The quality assurance plan should include at a minimum, the following:
 - 2.3.1 Describe how the proposed program will address a comprehensive quality assurance program capable of monitoring its performance.

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- 2.3.2 Describe how the Offeror's Quality Assurance program will identify and respond to problems.
- 2.3.3 Provide detail on how the quality assurance program will be incorporated in Offeror's policies and procedures and will involve designation of a staff person responsible for oversight.
- 2.3.4 Describe how the Offeror's quality control monitoring procedures will be tracked and reported.
- 2.4 **Implementation Plan** – Provide an action plan for program implementation. Include a Gantt chart (or a similar type of chart), with start dates and completion dates for all the actions leading up to a fully functioning program. The chart should show actions required, strategies employed, responsibilities (persons, organizations, agencies), dependencies (actions which must be completed before subsequent actions may be initiated or completed), and milestones (significant actions and dates in the implementation) with dates in days and weeks beginning with Offeror receiving notice of award of the contract. County plans to award a contract for services to start on or before January 1, 2008.

3 Fiscal

The County is requesting price schedules and other information for a fixed price contract.

- 3.1 **Fixed Price Pay Points** – Complete and submit Exhibit C of the draft contract, which will include your proposed fixed price pay points and hourly rates.
- 3.2 **Budget Supporting Pricing** - Submit a detailed budget of the proposed program, which will be used to determine pricing fair and reasonableness and if it makes good business sense. The budgets will be used for evaluation purposes only and will NOT become part of the resulting contract.
- 3.3 **Fiscal Management Process** – Briefly outline the internal fiscal management process the organization will use to monitor and ensure that County funding and other revenues are adequate to meet program costs.
- 3.4 **Financial Information**
 - 3.4.2 Offeror shall provide documentation that the organization has sufficient reserves to maintain the project for sixty (60) days. Documentation may include cash and/or credit reserves. In addition, the Offeror shall provide the following information for the last three (3) fiscal years:
 - 3.4.2.1 Audited financial statements with the applicable notes;
 - 3.4.2.1 Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards;
 - 3.4.2.1 Independent Auditor's Statement of Findings and Questioned costs.
 - 3.4.3 Offeror shall submit documentation that it meets solvency standards and shall state its intention to meet those standards throughout the contract period.

**DRAFT
PRO FORMA
CONTRACT
INCLUDES:**

**Exhibit A “Statement of
Work”**

Exhibit B

“Pricing/Budget”

Exhibit C “Insurance”

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[Notes: (1) Use Times New Roman 10; (2) Italics indicate where text needs to be revised for each version.]

This Agreement (“Agreement”) is made and entered into on the date shown on the signature page (“Effective Date”) by and between the County of San Diego, a political subdivision of the State of California (“County”) and Contractor **[enter full corporate title, describe company, located at (complete address)]** (“ Contractor”), with reference to the following facts:

RECITALS

- A. **The County, by action of the Board of Supervisors Minute Order No. [Enter date and minute item number, if applicable] authorized the Director of Purchasing and Contracting [where applicable, insert the Clerk of the Board if other than Purchasing and Contracting], to award a Contract for [insert purpose.] [This option is used where the Board is granting the authority to award the contract; if used, delete alternative paragraph A below.]**
- B. **Pursuant to Administrative Code section 401, the County’s Director of Purchasing and Contracting is authorized to award this Contract for [insert purpose.] [This option is used where the authority of the Director of Purchasing and Contracting to award the contract is derived from Administrative Code section 401; if used, delete alternative paragraph A above.]**
- C. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- D. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- E. **County entered into an interim Contract with Consultant, effective [insert date] to initiate this critical work, while the Contract was being negotiated. County and Consultant finalized negotiations, resulting in this Contract, which supersedes the interim Contract. [INCLUDE PARAGRAPH D ONLY IF AN INTERIM CONTRACT WAS USED.]**
- F. **The Agreement shall consist of this pro forma Agreement, Exhibit A Statement of Work, [include Contractor’s bid or proposal and BAFO as Exhibit A-1 where applicable], Exhibit B Insurance Requirements and Exhibit C, Payment schedule. In the event that any provision of the Pro Forma Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Pro Forma; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; Fifth (5th) Exhibit A-1.**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 **Contractor’s Representative.** The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 “Termination for Default”, if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Contract, an independent Contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Contract according to the Contractor’s own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.

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- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Contract, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract, or a combination of subcontract to the same individual or firm for the Contract period which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the Contract, whichever is less must have prior written concurrence of the Contracting Officer's Technical Representative ("COTR"). Contractor shall provide the County's COTR with copies of all other subcontracts relating to this Contract entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Contract other than standard commercial supplies, office space, and printing services.

1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.

1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit __ to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing all requested information, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information regarding the Disentangled Services or as otherwise needed for Disentanglement, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor at **INSERT PRICING SCHEME**. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is completed to the County's reasonable satisfaction, or 2) **INSERT** months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Paragraph 4.1.3; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Paragraph 7.1. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Paragraphs 7.1 and 7.4; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Paragraphs 7.1 and 7.4 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and

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for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County.

3.3.3 Licenses to Proprietary Software *[NOTE – only include this paragraph in software agreements. Also, insure that this is consistent with Licenses in Master Agreement.]*

For any software programs developed for use under County's contract, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County (or other service provider, as the case may be), at no charge to County, to use, copy, and modify, all Contractor Underlying Works and Contractor Derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the Services as the same might exist at the time of Disentanglement. Contractor shall also provide County with a copy of each such program, in such media as requested by County, together with object code, source code, and appropriate documentation. Contractor shall also offer to County the right to receive maintenance (including all enhancements and upgrades) and support with respect to such Contractor Underlying Works and Contractor Derivatives for so long as County requires, at the best rates Contractor is offering to other major customers for services of a similar nature and scope.

3.3.4 Return, Transfer and Removal of Assets

3.3.4.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.4.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision.. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.6 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including the County Data, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose,

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distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4
COMPENSATION

The Payment Schedule is in Exhibit C and the compensation is on the signature page. The County is precluded from making payments prior to receipt of services (advance payments). Invoices are subject to the following requirements:

4.1 Fiscal

County will pay Contractor the agreed upon price, pursuant to the Payment Schedule in Exhibit C for the work specified in Exhibit A, Statement of Work. ***[include all state or other funding source requirements].***

4.1.1 Accounting System And Fiscal Monitoring. Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion.

4.2 Invoices and Payment.

4.2.1 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Technical Representative ("COTR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COTR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.15 of this Agreement

4.2.2 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COTR of properly submitted, detailed and itemized original invoice referencing the Agreement number ***[and a detailed listing of each pay point target, accomplishment, unit price and/or percentages, and showing the appropriate calculation for each, a progress report documenting the status and accomplishments of Contractor during the billing period (Modify this clause as required to reflect the type of payment structure for your specific Agreement – any of these or a combination each, or some other methodology may be utilized!) pursuant to Exhibit C].***

4.2.3 Full Compensation. Pending any adjustments by the COTR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.2.4 Prompt Payment for Vendors and Subcontractors

4.2.4.1 Prompt payment for vendors and subcontractors.

4.2.4.1.1 Unless otherwise set forth in Paragraph 4.2.4.3, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.2.4.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.2.4.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.2.4.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

4.2.4.2.1 Furnish to the vendor or subcontractor and the COTR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.

4.2.4.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.2.4.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

4.2.4.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.

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- 4.2.4.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COTR with the notice set forth in Paragraph 4.2.4.2.1 of this Agreement and shall follow Paragraph 4.2.4.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.2.4.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COTR and request instructions for disposition of the overpayment.
- 4.2.5 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.2.5.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.2.5.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
- 4.2.5.3 Default. Contractor was in default under any terms and conditions of this Agreement.
- 4.2.6 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COTR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.
- 4.2.7 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.
- County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.
- In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.
- 4.2.8 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.2.9 Maximum Price. During the performance period of this Agreement, the maximum price for the items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Technical Representative ("COTR")
- 5.1.1 County's COTR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COTR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements,

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which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COTR and Contractor. All inquiries about such AA will be referred directly to the COTR.

- 5.2 Agreement Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COTR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within 30 days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7
TERMINATION

- 7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor 10 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages For Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption From Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

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- 7.4 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.4.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.4.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
 - 7.4.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.4.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.4.4.1 Improperly submitted claims, or
 - 7.4.4.2 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.4.4.3 Any breach of any term or condition of the Agreement, or
 - 7.4.4.4 Any actions under any warranty, express or implied, or
 - 7.4.4.5 Any claim of professional negligence, or
 - 7.4.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.5 Suspension Of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- 7.6 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
- 7.7 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Conformance With Rules And Regulations. Contractor shall be in conformity with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COTR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

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- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.
- 8.7 American With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures or the Board of Supervisors of the County.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: **[Note: Other Policies May Apply for Certain Types of Services, and may be added]**
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance For Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and
- 8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and

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8.12.5 Zero Tolerance In Coaching Medi-Cal Or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other Agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:

8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency.

8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

8.15.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

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- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.2 Conduct of Contractor; Privileged Information.
- 9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body.
- 9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County

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Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

- 10.2 **Insurance.** Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 **Audit And Inspection.** Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. . If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accounting Office.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 **Cost or Pricing Data.** If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.3 **Availability.** The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:
- 11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer.

County shall keep the materials described above confidential unless otherwise required by law.

- 11.4 **Subcontract.** The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 **Subject to Inspection.** All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to

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permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.

- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction And Use Of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. County and Contractor agree to maintain confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement and then only to persons having responsibilities under the Agreement, including those furnishing services to Project under subcontract. County and Contractor agree that all information and records obtained in the course of providing services to project clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. However, at County's request, Contractor shall permit County access to all records and information regarding the project and confidentiality shall not be a bar to County's access to all records and information.
- 13.4 Maintenance Of Records. Contractor shall maintain and keep available all records within the County of San Diego for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition.
- 13.5 Custody Of Records. County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.6 Audit Requirement. Contractors shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and OMB Circular A-133. Contractor shall include a clause in any Agreement or Agreement Contractor enters into with an audit firm to provide access by the County, State, Federal Government to the working papers of the independent auditor who prepare the audit for Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with OMB Circular A-133, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COTR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement, and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

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

ARTICLE 14
(RESERVED)

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if they dispute the medical necessity of care..

ARTICLE 16
GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld.. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COTR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be to the COTR and Contractor's Representative identified on the signature page..
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
RFP 2537, SENIOR MENTORING FOR CALWORKS SANCTIONED FAMILIES SERVICES
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thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COTR. County shall be advised at least 24 hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use at the program. Contractor shall report all such incidents to the COTR within one work day of their occurrence.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within 48 hours of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility under this agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any contractor staff or volunteer assigned to sensitive positions funded by this contract. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client.
- 16.21.1 Criminal Background Check. Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.21.4 At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).
- 16.21.2 Contractor shall either utilize a subsequent arrest notification service during employee or volunteers' tenure or check California criminal history annually.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
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16.21.3 Contractor shall keep the documentation of their review and consideration of the individual’s criminal history on file in accordance with paragraph 13.4 “Maintenance of Records.”

16.21.4 Definitions

- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
- B. Minor: Individuals under the age of 18 years old.
- C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the contract or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
- D. Vulnerable Adult: (1) Individuals age 18 years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age 18 years or older who have a permanent or temporary limited physical and/or mental capacity that which may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
- E. Volunteer: A person who performs a service willingly and without pay.

16.22 Health Insurance. Contractor shall ask any client who is a parent or guardian of any minor(s), if all the minors for whom they are responsible have health insurance coverage. If the response for any child is “no” Contractor shall provide the client with County provided referral information.

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COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
RFP 2537, SENIOR MENTORING FOR CALWORKS SANCTIONED FAMILIES SERVICES
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SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this second (2d) day of January 2008 (“Effective Date”) and end on June 30, 2009 (“Initial Term”) for a total Agreement period of one and a half (1-1/2) years.

OPTION TO EXTEND. The County’s option to extend is for three (3) increments of one (1) year(s) each for a total of three (3) years beyond the expiration of the Initial Term, not to exceed June 30, 2012, pursuant to Exhibit C Payment Schedule. Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written unilateral Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed _____ dollars (\$ XXXX) for the initial term of this Agreement and _____ (\$ XXXXX) for each of the XXX one year option periods, for a maximum Agreement amount of _____ (\$XXXX), in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the contract price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

COTR. The County has designated the following individual as the Contracting Officer’s Technical Representative (“COTR”)

Name and Title
Address
Address
Phone, FAX and email

CONTRACTOR’S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor’s Representative.

Name and Title
Address
Address
Phone, FAX and email

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

[CONTRACTOR NAME]

By: _____
WINSTON F. McCOLL, Director,
Department of Purchasing and Contracting

By: _____
Name and Title

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY [use only for Agreements > \$100,00, or where the std form is modified]

By: _____ Date: _____
Senior Deputy County Counsel

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
RFP 2537, SENIOR MENTORING FOR CALWORKS SANCTIONED FAMILIES SERVICES
EXHIBIT A – PERFORMANCE WORK STATEMENT

1 SCOPE OF WORK

Contractor shall provide Senior Mentoring services to CalWORKs Welfare-to-Work (WTW) Sanctioned families throughout the county. This initiative is designed for the senior community to share their knowledge and experience of life skills and work ethics with this population, as defined in the CalWORKs Program Guide, and provide support in making a strong work connection and ensuring job retention. The initial implementation for this pilot project will be for a period of eighteen (18) months. Following a successful initial implementation period the program may be expanded to include additional WTW populations. The CalWORKs WTW Sanctioned population is distributed throughout six (6) San Diego County regions. All regions shall be served with primary emphasis being placed on sanctioned families that reside in the Central and North Coastal regions. See Attachment A for county-wide distribution of the WTW sanctioned population.

2 BACKGROUND

New rigorous Work Participation Rate (WPR) requirements under TANF (Temporary Assistance for Needy Families), authorized in early 2006 after 10 years of welfare reform now require aggressive strategies to assist clients in meeting the minimum work hours in order to avoid penalties. Over the fall of 2006, HHSA convened a “Tiger Team,” of community stakeholders and contractors to identify strategies, and a “Road Map to Action” was adopted. The Road Map calls for the use of Senior Mentors to provide role models for clients and to help these clients overcome barriers to employment and navigate their way toward self-sufficiency.

The Agency had great success with the use of paid Senior Mentors back in FY01-02 when CalWORKs Incentive funds were used to fund mentors who served 500 families. Mentors at that time were paid approximately \$10-\$12.00/hour for their valuable assistance. Approximately 93% of these families achieved full-time employment, and employment case managers (ECMs) reported that this program was very useful to them as a referral source, helping them to move clients toward self-sufficiency. Mentoring is a proven strategy for strengthening the family and providing them with coping strategies as they enter or return to the workforce. Because the entire family is mentored, participants learn how to develop contingency plans for child care and other working parent issues, and the health and wellbeing of the child and the entire family is considered in order to make the transition to work a positive experience for all.

At this time the County wishes to re-introduce the successful Senior Mentoring program through a pilot program. Individuals served shall include both one and two-parent WTW Sanctioned families who possess multiple barriers to employment. With the success of this initial program, the County hopes to expand the program beyond the initial targeted population and to serve additional CalWORKs WTW populations.

3 GOALS

The primary purpose of this program is to ensure adequate support systems are in place to allow parents to:

- 3.1 Cure WTW Sanctions as well as to remain in compliance with the WTW Program (i.e., retain WTW Sanction Cure)
- 3.2 Obtain and Retain Employment

Contractor shall employ senior citizens residing in the County to provide mentoring services to CalWORKs WTW participants.

4 OBJECTIVES

Contractor shall ensure that the following objectives are met. CalWORKs families are considered to be in the Senior Mentoring Program at the point of time they are matched with a Senior Mentor employed by the Contractor.

- 4.1 (Insert number) _____ active CalWORKs WTW individuals shall **Obtain a WTW Sanction Cure** in the Report Month as evidenced by the Sanction End (Cure) Date entry in the CalWIN automated system. This measure is aligned with CalWORKs WTW Performance Measure 4.14 and is reported on the MRM305R CalWIN Management Report. Contractor receives credit for this Outcome Objective in the Report Month that corresponds to the Sanction End Date entered in the CalWIN system.

Example: Sanction End Date entered in CalWIN is May 5th. Contractor receives credit for this Outcome Objective for the report month of May.

- 4.2 (Insert number) _____ active CalWORKs WTW individuals shall obtain a WTW Sanction Cure and who shall **Remain Cured for Three (3) Consecutive Months** within the report month as evidenced by the Sanction End Date entry in the CalWIN system. This measure is aligned with CalWORKs WTW Performance Measure 4.14 and is reported on the MRM305R CalWIN Management Report.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
RFP 2537, SENIOR MENTORING FOR CALWORKS SANCTIONED FAMILIES SERVICES
EXHIBIT A – PERFORMANCE WORK STATEMENT

Example: Sanction End Date entered in CalWIN is May 5th. The three month Sanction Cure Retention date is then reached on August 5th. Contractor receives credit for this Outcome Objective for the Report Month of August.

- 4.3 (Insert number) _____ active CalWORKs WTW individuals shall **Obtain Employment** in the Report Month as evidenced by documentation from the employer provided to the individual’s ECM. This measure is aligned with CalWORKs WTW Performance Measure 4.3 and is reported on the MRM308R CalWIN Management Report. Contractor receives credit for this Outcome Objective in the Report Month that corresponds to the Employment Begin Date. For the initial 18 month term of the contract, any employment will count towards the achievement of this objective. In subsequent Option Years, employment must be a minimum of twenty (20) hours per week to be counted towards the achievement of this objective.

Example: Employer verified Employment Begin Date is May 5th. Contractor receives credit for this Outcome Objective for the report month of May.

- 4.4 (Insert number) _____ active CalWORKs WTW individuals shall **Retain Employment for Three (3) Consecutive Months** within the report month as evidenced by employer documentation provided to the individual’s ECM. Contractor receives credit for this Outcome Objective in the Report Month that corresponds to the three-month Employment Retention date. For the initial 18 month term of the contract, any employment will count towards the achievement of this objective. In subsequent Option Years, employment must be a minimum of twenty (20) hours per week to be counted towards the achievement of this objective.

Example: Employment Begin Date is May 5th. The three-month Employment Retention date is then reached on August 5th. Contractor receives credit for this Outcome Objective for the Report Month of August.

5 TARGET POPULATION AND GEOGRAPHIC SERVICE AREA

- 5.1 The target population, for the initial eighteen (18) months, is CalWORKs families residing in San Diego County, who are currently serving a WTW Sanction. The sanction duration will be considered in determining service priority. The program may be expanded to include additional WTW populations following the initial eighteen (18) months of the program.

- 5.2 The geographic service areas to be served are as follows by zip code:

5.2.1 **North Central Region:** 92037; 92038; 92092; 92106; 92107; 92108; 92109; 92110; 92111; 92117; 92119; 92120; 92121; 92122; 92123; 92124; 92126; 92130; 92131; 92135; 92137; 92142; 92144; 92145; 92159; 92161; 92166; 92167; 92168; 92169; 92177; 92192; 92123; 92196

5.2.2 **North Inland Region:** 92003; 92004; 92025; 92026; 92027; 92028; 92029; 92030; 93033; 92036; 92059; 92060; 92061; 92064; 92065; 92066; 92069; 92070; 92074; 92079; 92082; ; 92086; 92127; 92128; 92129; 92198; 92257; 92259; 92302; 92362; 92390; 92536;92562; 92592; 92593

5.2.3 **North Coastal Region:** 92007, 92008, 92009, 92014, 92018, 92023, 92024, 92049, 92051, 92052, 92054, 92055, 92056, 92057, 92058, 92067, 92068, 92075, 92083, 92084, 92085, 92672, 92010, 92011

5.2.4 **Central Region:** 92101, 92102, 92103, 92104, 92105, 92112, 92113, 92114, 92115, 92116, 92134, 92136, 92138, 92139, 92149, 92163, 92164, 92165, 92170, 92171, 92175, 92176, 92179, 92195

5.2.5 **South Region:** 91902; 91908; 91909; 91910; 91911; 91912; 91913; 91914; 91915; 91932; 91933; 91947; 91950; 91951; 92002; 920120; 92011; 92012; 92013; 92032; 92050; 92053; 92073; 92118; 92135; 92143; 92147; 92153; 92154; 92155; 92173; 92178

5.2.6 **East Region:** 91901; 91903; 91905; 91906; 91916; 91917; 91931; 91934; 91935; 91941; 91942; 91943; 91944; 91945; 91946; 91948; 91962; 91963; 91976; 91977; 91978; 91979; 91980; 92001; 92005; 92006; 92016; 92017; 92019; 92020; 92021; 92022; 92034; 92035; 92040; 92041; 92042; 92045; 92062; 92063; 92071; 97072; 92077; 92078; 92080; 92091; 92149; 92174

6 SERVICE LOCATIONS AND HOURS OF OPERATION

- 6.1 Contractor shall provide the services required herein within the County in a location mutually agreeable to the CalWORKs family and the Senior Mentor.

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EXHIBIT A – PERFORMANCE WORK STATEMENT

6.2 Contractor shall provide the services required herein regularly during hours of operation mutually agreed to by the CalWORKs family and the Senior Mentor, not to, interfere with assigned WTW activities. These services may extend into the weekend and evening hours.

7 GENERAL REQUIREMENTS FOR SERVICE DELIVERY

In an effort to move CalWORKs families in the direction of self-sufficiency, Contractor shall address primary obstacles to employment.

- 7.1 Contractor's Senior Mentors shall work with community supportive services to assess options and identify alternative resources.
- 7.2 Contractor's Senior Mentors shall play a meaningful role in seeking solutions to employment-related barriers such as time and money management, wellness, domestic violence, substance abuse and housing issues through accessing and utilizing all available community resources.
- 7.3 If Contractor provides other County Health and Human Services Agency services such as Child Welfare Services, Mental Health and Public Health Nursing, they may be integrated as a cooperative "Team" into the program.
- 7.4 Contractor's Senior Mentors shall collaborate with the ECMs to develop mutual Sanction Cure, Employment and reporting plans.

8 SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY

- 8.1 Contractor shall provide:
 - 8.1.1 Senior Mentors who meet the qualifications of the position as conjointly defined by the County and the Contractor.
 - 8.1.2 A Program Coordinator to supervise the program, Senior Mentors and other duties resulting from this contract.
 - 8.1.3 Orientation and participation in training to include curriculum development.
 - 8.1.4 Frequent (at least every 6 weeks) contacts with the family for up to one-year to ensure perpetual Sanction Cure and Employment Retention. The specific frequency shall be defined and mutually agreed upon by the ECM and the Senior Mentor.
 - 8.1.5 Coordination and integration of the "team" approach with other supportive services.
 - 8.1.6 Cell phone, fax machine, computer and e-mail access to mentors.
 - 8.1.7 Compensation for approximately twenty (20) Senior Mentors who will serve a minimum of four-six (4-6) CalWORKs families concurrently. The number of Mentors and families served per Mentor shall be adjusted proportionately for those employed for more or less than half-time. Additional families may be served predicated upon the hours Senior Mentors are available.
 - 8.1.8 Compensation for mileage costs at the IRS allowable rate per mile incurred related to Senior Mentoring activity. Compensation for mileage shall not exceed 200 miles per month per Senior Mentor.
- 8.2 Health and Human Services Agency will provide:
 - 8.2.1 Coordination of outreach, recruitment and selection of Senior Mentors by Aging and Independence Services (AIS). Senior Mentors must have a minimum of a high school diploma and a five-year work history.
 - 8.2.2 Training by AIS and the HHS, CalWORKs Program Team with regard to the CalWORKs family profile, roles, responsibilities, program goals, and the resources available to assist families in meeting the objectives of the program.
 - 8.2.3 A liaison between Health and Human Services Agency and Contractor.

9 DATA COLLECTION AND REPORTING REQUIREMENTS

County's monitoring and assessment will include the ongoing monitoring and evaluation of Contractor's progress in achieving the outcome-based activities and impact in the community. Contractor shall design and implement a system from which to track and report monthly on its progress to achieve its measurable outcomes as identified in Paragraph 4. "Objectives".

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EXHIBIT A – PERFORMANCE WORK STATEMENT

- 9.1 Contractor shall provide the monthly reports indicating monthly and year-to-date totals by regions served, pursuant to Paragraph 5.2, to a designated Health and Human Services Agency representative by the 20th of each month following the month being reported indicating the following:
 - 9.1.1 Training attended by senior mentors.
 - 9.1.2 A log indicating the number of unduplicated families served by Zip Code and the service provided i.e., parenting, medical, domestic, money management, etc.
 - 9.1.3 A log indicating all contacts with CalWORKs families identified by region, name, the service provided and the results. This log shall be provided monthly to the client's ECM.
 - 9.1.4 A detailed log displaying segregated Outcome Objective (see Paragraph 4) achievements for the Report Month, which shall be submitted to the COTR.
 - 9.1.5 A Summary Monthly Progress Report (MPR) displaying aggregate Outcome Objective (see Paragraph 4) achievements for the Report Month, which shall be submitted to the COTR.

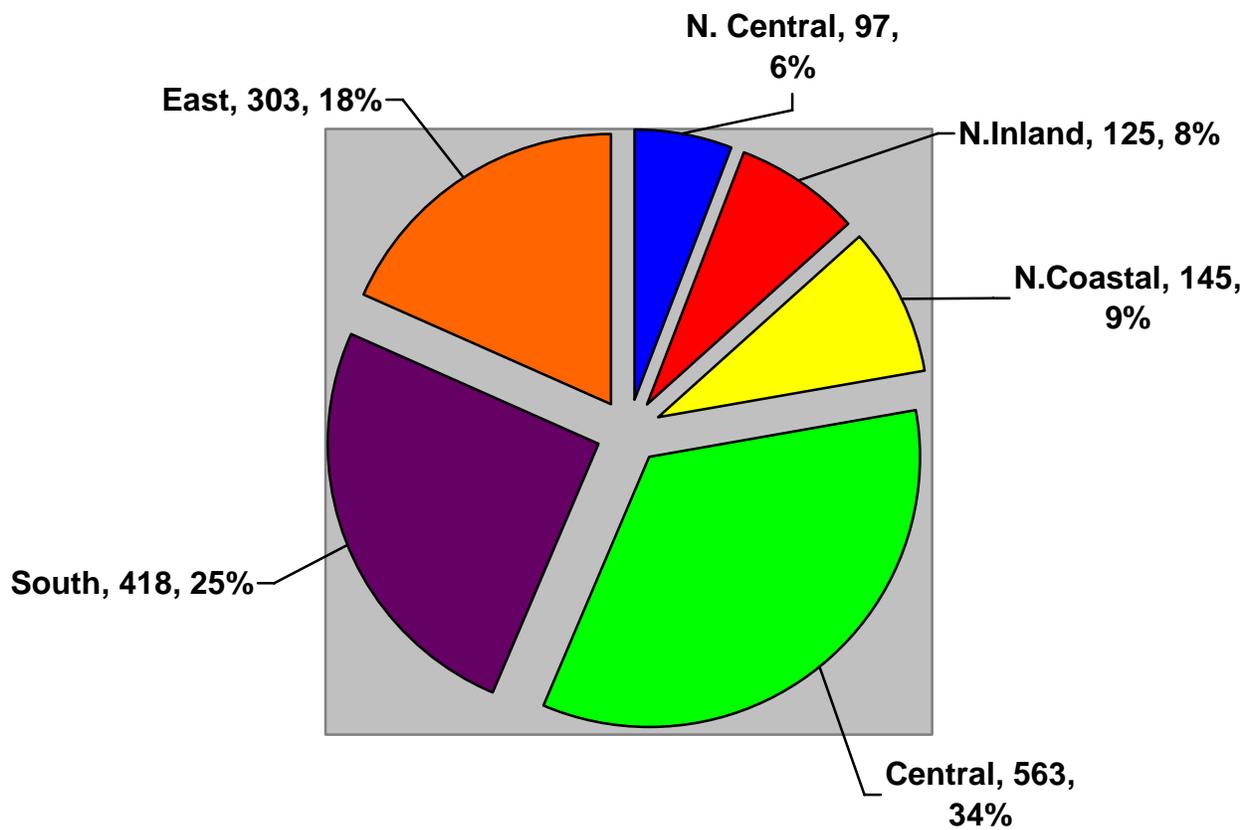
10 CUSTOMER SATISFACTION SURVEYS

Contractor shall develop, with County input, a Customer Satisfaction Survey, which will be distributed to all participants each quarter. Surveys shall be designed to determine participant satisfaction, progress and effectiveness and shall request suggestions for improvements to the program. Contractor shall submit to the County copies of all the surveys, a summary of the results, and a narrative of the Contractor's intentions, if any, to modify the program accordingly, or reasons for not doing so. Survey design shall be subject to County review and approval.

- 10.1 The survey shall be compiled by ECM Caseload Number (see Paragraph 5.2) and shall include at a minimum the following:
 - 10.1.1 All major services provided.
 - 10.1.2 A survey of current/former CalWORKs recipients.
 - 10.1.3 Rating of specific services offered or provided to CalWORKs recipients.
 - 10.1.4 A provision for comments in every survey.
- 10.2 Contractor shall initiate the survey quarterly, compile the data and report findings to Contract Operations with the payment claim the month preceding the survey initiation.
- 10.3 Contractor shall specify the total number of participants who responded to the survey compared to the total number of participants served.

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EXHIBIT A – PERFORMANCE WORK STATEMENT
ATTACHMENT A

**San Diego County CalWORKs WTW Sanctioned
Population
Distribution by Region**



Source: MRA035E May 2007 Data Month – Person Level, One & Two Parents Families

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
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EXHIBIT B – INSURANCE REQUIREMENTS

ARTICLE 1
INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability required if Contractor provides or engages any type of professional services, including but not limited to medical professionals, counseling services, or legal services.
 - a. Sexual Misconduct coverage including, but not limited to, coverage for negligent supervision and hiring required if Contractor provides and/or engages direct services to minors.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Contractor's work pursuant to the Contract.
 - a. Sexual Misconduct coverage including, but not limited to, coverage for negligent supervision and hiring required if Contractor provides and/or engages direct services to minors.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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EXHIBIT B – INSURANCE REQUIREMENTS

- C. Notice of Cancellation
Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".
- D. Severability of Interest clause
Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

- 5. Qualifying Insurers
All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.
- 6. Evidence of Insurance
Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.
- 7. Failure to Obtain or Maintain Insurance; County's Remedies
Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.
- 8. No Limitation of Obligations
The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.
- 9. Review of Coverage
County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
- 10. Self-Insurance
Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.
- 11. Claims Made Coverage
If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - A. The policy retroactive date coincides with or precedes Contractor's commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).
 - B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
 - C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
 - D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

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EXHIBIT B – INSURANCE REQUIREMENTS

12. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

13. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Pro Forma Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies

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EXHIBIT C – PRICE SCHEDULE

1. PAYMENT SCHEDULE

County will Pay Contractor pursuant to the following:

A. Number Of Seniors Providing Mentoring Services	B. Number Of Hours Of Service To Be Provided By Each Mentor	C. Hourly Rate (\$)	D. Total Cost (=A*B*C)