REQUEST FOR PROPOSAL
FOR
Transitional Housing Program Plus (THP+) Services
Scattered Site Apartments

County of Orange
Social Services Agency
September 30, 2010

RFP# FY1011-05
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| Written questions due for Proponents’ Conference | October 7, 2010 | 16 |
| Proponents’ Conference | October 14, 2010 | 17 |
| Proposals due | October 28, 2010 | 18 |
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Protest Periods 1

1 Written protests regarding the RFP and proposal specifications must be received no later than 5:00 p.m. on the fifth (5th) business day prior to the date that the proposals are due. Written protests regarding the recommended award must be received no later than 5:00 p.m. on the fifth (5th) business day following notice of award.
1. **INTRODUCTION**

The County of Orange Social Services Agency (SSA) is currently requesting proposals from non-profit organizations with recognized expertise in fields related to child welfare to administer and provide comprehensive supportive services to young adults under the Transitional Housing Placement Program Plus (THP+) Scattered Site Apartments housing model. The objective of this housing model is to improve outcomes for former foster youth by providing them with housing and comprehensive support services after emancipation from the foster care system in order to break the cycle of homelessness, unemployment, poverty and incarceration.

In 2001, THP+ was established by the California State Legislature to address the needs of a growing yet largely overlooked group of at-risk youth, including those who have aged out or emancipated from the state’s foster care system. THP+ is a certified placement opportunity for emancipated youth ages 18 to 24 years. THP+ is a voluntary program which provides affordable housing and comprehensive supportive services for up to twenty-four (24) cumulative months to help former foster care and probation youth make a successful transition from out of home placement to independent living. The approach of THP+ Scattered Site Apartments will be based on an apartment transition model, which will allow young adult tenants to be integrated into the community and require the young adult admitted into the program to be engaged in appropriate activities that will lead to achieving the goals specified in the Supportive Transitional Emancipation Program (STEP) and Transitional Independent Living Program (TILP).

The estimated monthly rate of $2,500 per participant per month will be paid when the participant occupies an apartment for a full calendar month.

County may award multiple contracts under this RFP. The term of the contract(s) will begin on or about July 1, 2011 and terminate June 30, 2014.

The funding or portions of the funding for the contract(s) resulting from this RFP may be contingent upon the State budget; receipt of funds from and/or obligation of funds by the Federal government to the State and from the State to the County; and inclusion of sufficient funding for the services hereunder in the budget approved by the County’s Board of Supervisors for each fiscal year covered by said contract(s). If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract(s) may be immediately terminated, reduced, or modified without penalty.

The County does not guarantee any specified minimum number of referrals or minimum sum of money during the term of the contract(s) resulting from this RFP.

2. **GENERAL INFORMATION**

The goal of THP+ Scattered Site Apartments is to assist former foster youth in securing and maintaining housing while they pursue employment, education, and/or other self-sufficiency sustaining activities. The transition to adulthood is a critical time for young adults to learn how to manage their finances and pay their bills in a timely manner. The development of strong personal financial management skills is one of the key objectives of THP+ and one from which young adults will benefit over the long-term.
The Provider will assist with housing and supportive services designed to assist the young adult in fulfilling educational and/or vocational and/or other goals related to self-sufficiency, which are mutually agreed upon between the young adult and SSA or the Orange County Probation Department.

THP+ is grounded in the following four (4) key principles that provide a framework for preparing the young adult for independent living and self-sufficiency. Proposals must address how these key principles will be incorporated into the proposed services.

- THP+ services must recognize that emancipated foster youth are legal adults and should be subject to fewer restrictions than those who are under the age of 18 and still under the jurisdiction of the juvenile court.
- THP+ services must have program rules that are distinct from those that apply to youth currently in the foster care system.
- THP+ services must allow participants the degree of freedom that will prepare them for self-sufficiency.
- THP+ services must regularly provide participants with a wide range of supportive services consisting of post-secondary education, employment advancement, financial solvency, physical and behavioral health, and permanent family connections.

In June 2003, the Family-to-Family Initiative (F2F) was implemented in Orange County, which framed the strength-based practice approach by SSA’s Children and Family Services Division (CFS). The California Connected by 25 Initiative (CC25I) is a youth transition reform initiative that is part of F2F. The purpose of the CC25I is to develop a comprehensive continuum of services supporting positive youth development and successful foster youth transition to adulthood.

The following are seven (7) key focus areas, which will assess the effectiveness of THP+ services and evaluate the young adults’ progress. More information on these key focus areas can be accessed at http://www.f2f.ca.gov/California25.htm.

- K-12 Education
- Post-secondary Education and Training
- Housing
- Employment and Career
- Financial Literacy and Competency
- Personal/Social Asset Development
- Young Adult and Family Permanence

SSA will conduct a needs assessment at the time of the young adult’s entry to the program and collaborate with the successful THP+ Scattered Site Apartments Proponent(s) to provide apartment furnishings. Young adults opting to participate must meet the basic eligibility requirements and will be required to develop a STEP TILP plan. A STEP TILP must be jointly developed and mutually agreed upon by the young adult,
CFS Senior Social Worker (SSW) and the Contractor’s case manager and must be signed by all parties.

In order to provide services and access THP+ funds, the selected Proponent(s) must be certified by the County prior to implementation and recertified on an annual basis. In order to be certified by the County, Proponents must demonstrate in their proposal the capacity for compliance in each of the following five (5) categories:

- California Welfare and Institutions Code (WIC) Sections 11403.2 and 16522.2 and Health and Safety Code Section 1559.110
- STEP and TILP Requirements
- Tenant Rights
- Housing Statutes
- Employee Regulations

Go to the following website for more information: [www.johnburtonfoundation.org](http://www.johnburtonfoundation.org). A copy of Orange County’s THP+ Implementation Plan is also available upon request.

Proponents shall specify in their proposal how they will provide supportive independent living in suitable housing approved by SSA. In that young adults completing THP+ will likely need, for financial reasons, to continue sharing housing facilities with other young adults, Proponent(s) must include in their proposal a plan for young adult participants to share THP+ Scattered-Site Apartment facilities.

3. TARGET POPULATION

Emancipated young adults face overwhelming challenges on their road to independence. CFS recognizes that former foster youth need housing and supportive, concrete services, delivered in a real-life environment, in order to prepare them for self-sufficiency.

The selected Proponent(s) will serve young adults who have emancipated from foster care. A strong emphasis will be placed upon meeting the special needs of former Orange County foster youth that are at greatest risk of homelessness based upon having one or more of the following indicators:

- History of substance abuse
- Multiple placements within the Foster Care System
- Previous engagement with the Juvenile Justice System
- No high school diploma or GED
- Lack of family support network
- Learning disabilities
- Little or no attachment to the labor force
• Pregnant or parenting

SSA will target youth who are emancipating from licensed group homes contracted with the County of Orange or from foster care, although former foster youth from other California county jurisdictions may also be selected to participate. SSA will certify and refer eligible young adults and collaborate with the selected Proponent(s) on the selection and the timing of the young adults’ entry to THP+ services.

The young adult’s primary mode of transportation will be the public transportation system. The young adult will be responsible for housekeeping, meal preparation, and for the purchase of groceries and supplies from an allowance provided by the Contractor(s) to each participant, in an amount adequate to purchase food and other necessities. Group participation in these responsibilities will be encourage.

4. SERVICES TO BE PROVIDED

Proponent shall specify in their proposal how they will provide THP+ participants with the following:

4.1 Services and resources that coordinate with SSA’s Independent Living Program (ILP) to meet the goals outlined in the STEP TILP and the following:

4.2 Life skills training to include but not be limited to budgeting, banking, paying rent, and household bills; conducting a housing search, working with landlords, and understanding tenants rights; and health awareness and how to obtain medical and dental care.

4.3 Basic needs, as determined by the individual needs assessment, such as kitchen utensils, clothing, etc. (Some items identified in the needs assessment may be provided through SSA resources).

4.4 Case management at a ratio of one (1) case manager per twelve (12) young adults and one (1) case manager per eight (8) parenting young adults.

4.5 Twenty-four (24) hour crisis intervention and support.

4.6 Assistance in connecting with community health resources.

4.7 Public assistance programs advocacy as needed, such as General Relief (GR), California Work Opportunity and Responsibility to Kids (CalWORKs) Food Stamps, Supplemental Security Insurance (SSI), MediCal, etc.

4.8 Educational advocacy and support, including linkages to foster youth services, with the goal of each young adult obtaining a high school diploma or certificate of General Education Development (GED) prior to leaving the program.

4.9 Assistance in pursuing college or post-high school training to better prepare for the future.

4.10 Job readiness training and support, including linkages to Workforce Investment Act (WIA) partners, One-Stop Centers, mentor programs, and other appropriate employment resources.

4.11 Referrals for mental health and/or substance abuse assessments, when deemed necessary or when a young adult requests an assessment. The assessment shall be
for the purpose of identifying the level of the young adult’s mental health needs and/or substance abuse treatment needs, and the appropriate level of treatment. (If the young adult wishes to seek and obtain treatment services without disclosure to SSA, this arrangement may be kept confidential between the young adult and the treatment provider; however, such treatment may not be counted as a THP+ activity.)

4.12 Services to build and support relationships with family and the community.

4.13 Assistance in establishing an interest-bearing FDIC or FSLIC insured savings account for State-paid funds retained on behalf of the young adult.

4.14 Assistance in establishing an Individual Housing Savings Plan, into which the selected Proponent(s) will deposit $50.00 each month from the monthly THP+ payment.

4.15 Setting up utilities, including electricity, water, telephone services, etc.; and ensuring that these services are functioning when the young adult moves into the apartment.

4.16 Assistance at the completion of THP+ program services in finding and maintaining affordable and appropriate housing (individual or shared) that costs no more than thirty percent (30%) of the young adult’s gross income.

4.17 Adult mentors who will commit to working with the young adult throughout their participation in THP+ and for a minimum of six (6) months post-completion of the program.

4.18 Roommate mediation.

4.19 Transportation assistance.

4.20 Assistance with paying a security deposit if necessary.

4.21 Aftercare services, including support groups and referrals to community resources.

4.22 Follow-up assessments and outcome evaluations continuing for two (2) years following the young adult’s completion of the program.

4.23 Outcomes and Objectives

As part of the proposal, Providers will develop specific service and outcome objectives that measure the quantity and other aspects of services. The service objectives should state the target quantities and match the program services as proposed. The major purpose of objectives is to measure quantity, quality, structure and impact of services. The objectives stated here will be incorporated as part of the program’s evaluation plan.

SSA will measure the following outcomes to determine individual program effectiveness:

- Academic attainment
- Employment and career development
- Vocational training
• Job placement and retention
• Daily living skills
• Substance abuse prevention
• Preventative health and safety activities (including smoking avoidance, nutrition, education and pregnancy prevention)
• Household management
• Consumer resource usage
• Interpersonal/social and self-development skills
• Survival skills
• Computer/Internet skills

The outcome objectives should address the overall goals of THP+. The following items are included as examples to assist the Proponent in developing a set of services and outcome objectives.

Service Objectives (Examples)
• Provider will provide Life Skills Training to fifteen (15) program participants annually. The series of classes will be offered quarterly.
• Provider will offer Parenting Classes to ten (10) program participants annually. The series of classes will be offered quarterly.
• Contractor will provide appropriate transitional housing to forty-two (42) program participants annually.

Outcome Objectives (Examples)
• Fifty percent (50%) of the annual enrollment of participants will successfully maintain their THP+ placement.
• Of the THP+ residents not employed at time of entry, seventy percent (70%) will obtain employment within six (6) months of entering.

Providers should specify these objectives in their proposal to match the services to be provided. More information pertaining to these objectives and outcomes can be found at the following Internet website www.johnburtonfoundation.org

4.24 Staffing Requirements
Providers will specify staffing levels in their proposal to be available on a twenty-four (24) hour basis for crisis intervention and support, which will include providing each young adult with a twenty-four (24) hour emergency telephone number to call for assistance.

The proposed staff must include case managers, housing specialists and additional support staff. At a minimum, proposed direct service staff must include individuals that are fluent in English and bilingual in Spanish or Vietnamese. The housing management and case management functions will be distinct.
The following indicates the minimum requirements for direct services staff education, experience and duties. Proof of education and experience will be required.

4.24.1 Case Manager

4.24.1.1 Minimum Qualifications:

Bachelor’s degree in Social Work, Psychology, Human Services or related field with five (5) years of direct experience in working with transitional aged youth.

4.24.1.2 Duties:

Coordinate and ensure provision of supportive services to THP+ participants.

Devote time to each young adult every week. Duration will be based upon individual need and the young adult’s time in the program.

4.24.2 Housing Advocate/Specialist

4.24.2.1 Minimum Qualifications:

Experience in managing housing, negotiating and establishing housing leases, maintaining housing records,

Knowledge of federal, state and local fair housing laws.

Possess good communication skills to facilitate communication between THP+ provider and property managers.

4.24.2.2 Duties:

Manage THP+ provider’s relationship with property managers.

Forward maintenance requests from young adult to property managers.

Inspect rental units.

Track the young adult’s progress to independent housing, such as saving and knowledge of renter responsibilities.

4.24.3 Additional Support Staff

4.24.3.1 Educational and employment specialist positions may be employed by the THP+ provider, or may also be referred out to existing community providers. Whether provided internally or through referral, these are essential services that must be provided to the THP+ participants.

4.25 Coordination of Services

Providers will describe how they plan to utilize the following specified resources to assist the young adults in overcoming barriers to self-sufficiency. These services will be utilized in addition to any Community-Based Organizations (CBO), Individual Development Account (IDA) Matched Savings providers, or
Faith-Based Organizations (FBO) services that the Contractor may refer the young adult to.

4.25.1 **Behavioral Health Services**

Mental health and substance abuse services are available through the County of Orange Health Care Agency (HCA). Services to be provided by HCA contracted providers include:

- Evaluation to identify the level of the participant’s mental health needs and the appropriate level of treatment and rehabilitation.
- Case management of mental health or substance abuse services.

4.25.2 **Community Colleges, Adult Education and Regional Occupational Programs (ROP)**

Community colleges, adult education and ROPs offer an extensive array of short-term vocational training and educational programs that lead to employment.

4.26 **Principles**

Providers will specify in their proposal how they plan to ensure that service delivery is based on the following principles:

- Provide services in a manner that is sensitive to literacy, language, and socio-cultural issues that may impact the participants. Provider’s staff will be trained in cultural differences to ensure their ability to recognize and help participants who demonstrate language or cultural barriers to employment, including resistance to pursuing employment in nontraditional occupations.
- Identify barriers relating to mental health and/or substance abuse issues and provide appropriate referrals.
- Actively refer participants to needed services and follow up to assure that the referral was successful.
- Maximize opportunities to provide integrated, coordinated and easily accessible resources for participants.
- Be family-friendly and family-centered.
- Be community-based and provide integrated services that coordinate Federal, State and community funding opportunities.
- Be outcome-driven and identify indicators that accurately reflect progress towards stated contract goals.

The Selected Provider(s) will be encouraged to include the principles of the Child Welfare League Initiative, Positive Youth Development, in their program models and assist the young adult in pursuing the goals identified in the STEP TILP. The principles are found on the website of the Child Welfare League of America:

http://www.cwla.org/programs/positiveyouth/positiveyouthaboutpage.htm
4.27 Contractor Responsibilities

The Proponent(s) awarded a contract under this RFP must, in addition to directly providing services, secure the cooperation of CBOs and FBOs. Proponents must, in their proposal, demonstrate the ability to develop partnerships with property management companies, local community providers, including the community colleges, high schools, employers, Family Resource Centers (FRCs), ILP Services Provider, IDA Matched Savings Providers, and housing authorities to ensure that young adults succeed in their life goals after leaving THP+. The selected Proponent(s) will offer incentives to young adults to encourage their participation in post emancipation assessments and outcome evaluations.

Providers must demonstrate the following in their proposal:

- Compliance with the WIC.
- Service delivery to eligible participants, ages 18 to 24 years, who have aged-out from foster care or probation, and have completed or are pursuing the goals of a County approved STEP TILP.
- No discrimination based on race, gender, sexual orientation or disability. Young adults receiving psychotropic medications will not be automatically excluded.
- The functions of property management and service delivery will be separated.
- The ability to monitor placements.

4.27.1 Proposals must include procedures regarding the following:

- Education requirements
- Work requirements
- Training program to include but not be limited to, roommate mediation, life skills training, financial literacy training, and regular housing advocacy and tenancy training
- Saving requirements
- Personal Safety
- Visitors
- Emergencies
- Medical Requirements
- Disciplinary measures
- Child Care
- Pregnancy
- Curfew
- Apartment Cleanliness
• Budgeting
• Care of furnishings
• Vehicles
• Lending or borrowing of money
• Dating
• Grounds rules for termination
• Completing STEP TILP goals and activities
• STEP TILP updates
• Evaluate progress with STEP TILP goals
• Due process
• Free from arbitrary and capricious rules
• Right of confidentiality
• Right to privacy
• Participant-Provider contract
• Fair housing
• Housing laws
• Criminal background checks

4.27.2 Coordination

Provider(s) must jointly host regular coordination meetings with the County and contracted staff to coordinate procedures and solve problems.

4.27.3 Staff Training

The County will provide initial training to a limited number of select Provider(s) staff with respect to CFS regulations and County policies and procedures. Contractor(s) will be required to attend training(s) that the County determines to be mandatory. Provider(s) must conduct subsequent training(s).

The County will provide technical information to Provider(s) on these requirements, but it will be Provider’s sole responsibility to assure that its staff understand and correctly implement the requirements cited when providing THP+ services.

Provider(s) will provide ongoing staff training and assistance to ensure that all assignments are effectively handled.

Provider(s) will provide a training program to educate employees about the characteristics of persons in the THP+ participants’ age group
designed to ensure that employees can adequately supervise and counsel participants.

Provider(s) will ensure that the staff, as described above, receives training in understanding cultural differences among groups of participants, and recognizes and effectively intervenes to overcome any language and/or cultural barriers that may be evident.

Provider(s) will designate a staff person to maintain a log of in-house training activities and participants. This log will be made available to County upon request.

4.27.4 Hours of Operation

Provider(s) will provide service hours that are responsive to the needs of the target population, as determined by CFS staff.

4.27.5 Safely Surrendered Baby Law

In an effort to maintain public awareness of the Safely Surrendered Baby Law (California Health and Safety Code Section 1255.7) Contractor(s) must post Safely Surrendered Baby posters, (PUB 401), in the reception area of every office where clients are served. The materials are available through the California Department of Social Services (CDSS) at the following website: http://www.babysafe.ca.gov/.

4.27.6 The Provider(s) will provide:

4.27.6.1 A detailed plan for providing supervised apartment living to approximately forty-two (42) male and/or female young adults.

4.27.6.2 A plan showing the lease of the rental unit. The apartment property can be owned either by a private property manager or by the Contractor. The plan will detail how a sublease of the unit will be coordinated with the young adult.

4.27.6.3 A detailed plan that indicates how the Provider(s) will arrange for adequate nutritious and healthy food for the young adult, especially when the young adult is not employed.

4.27.6.4 A plan acknowledging that the young adult’s participation is voluntary and that the young adult may elect to not participate in the Scattered-Site apartment THP+ program on a continuous basis for the entire twenty-four (24) month eligible period. The plan must acknowledge that the young adults who have left the THP+ program that were making satisfactory progress and who have not reached their twenty-fourth 24th birthday may elect to re-enter the program for the remaining months of THP+ services.

4.27.6.5 A plan specifying if and how the young adult would be required to financially contribute an incremental portion of the rent cost over the maximum twenty-four (24) months duration of the young adult’s participation in the THP+ Scattered-Site
Apartment program. The Contractor(s) shall specify a plan to hold the young adult’s contribution in an interest bearing FDIC or FSLIC savings account for each young adult for funds retained by the Contractor on behalf of the young adult.

4.27.6.6 A plan for addressing the needs of special needs young adult participants, such as parenting young adults, young adults with disabilities, and roommate compatibility issues.

4.27.7 A completed written agreement with the young adult, which will specify the requirements for each party. This agreement will detail how both parties agree to those requirements. The agreement will include contingency elements relating to the young adult having a planned or unplanned pregnancy while residing at the THP+ apartment. The agreement will also address issues of timing and duration of the visitations of the young adult by their biological and extended family members.

4.27.8 The Provider(s) will mentor and be a source of support for the young adult throughout the course of the young adult’s participation in the THP+ Scattered-Site Apartment project.

4.27.9 Provider(s) shall include in their proposal a plan to be flexible, encourage, cooperate with, and facilitate visitation for siblings and other family members authorized to visit by the Proponent in conjunction with the Independent Living Program (ILP) THP+ Senior Social Worker (SSW).

4.27.10 Provider(s) shall specify in their proposal how they will collaborate with all partners and county staff assigned to the THP+ program.

4.28 Reporting Requirements

4.28.1 Monthly Evaluation:

Provider(s) will meet on a monthly basis with the CFS ILP Manager and supervisors to review progress of participating young adults, services provided to each young adult, and to address and resolve any issues of concern. Provider(s) will submit ongoing written evaluations on each young adult to the young adult’s ILP SSW and/or Probation Officer (PO) on a monthly basis, to be submitted within seven (7) calendar days following the monthly reporting period. The report shall be submitted in a format approved by SSA. These evaluations shall include, but not be limited to:

- Progress on achieving the seven (7) focus areas addressed in the CC25I.
- Progress toward accomplishing long-range goal(s), short-term objectives, and tasks.
- Identification of each young adult’s unmet needs, assessment of unmet needs and efforts made to meet these needs.
• Reassessment of the young adult’s adjustment to THP+.
• Current status of young adult’s physical and psychological health. A report of medical care received and medication given.
• Modification of the treatment plan and, as necessary, the tasks to be performed and changes in the anticipated length of placement.
• A record of any serious behavioral problems and how they were treated, as well as the young adult’s responses.
• A record of conferences and visits, contacts with relatives and friends, so far as they are made known, and any significant reaction openly displayed by the young adult
• An accounting record of the allocation funds received per young adult.

Provider(s) shall also make available to young adult’s ILP SSW, copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed. The number and dates of contacts with psychiatrist(s), psychologist(s), ILP SSW(s), Parole Agent, or PO, and/or Licensed Clinical Social Worker(s) (LCSW) during the month. This part of the report should include the number of visits to the young adult as well as phone calls.

4.28.2 Annual Report

Provider(s) will be required to provide reports on an annual basis. Annual reporting will also include data on progress toward service and outcome objectives.

4.28.3 Termination Summary

Provider(s) will include a closing summary of all issues regularly reported in the monthly evaluation, including records relating to treatment of the young adult, any monies (i.e., savings) owed to young adult, and an inventory of young adult’s personal belongings and clothing. For a minimum of two (2) years following completion of the program, Provider(s) will complete follow up assessments and outcome evaluations every six (6) months using the Ansell–Casey Life Skills Assessments or the Child Welfare League Positive Youth Development evaluation. The Ansell Casey Life Skills Assessment tool can be accessed at the following Internet site: www.caseylifeskills.org

4.28.4 Serious Illness, Accident/Injury, Hospitalization, or Death

Provider(s) will immediately notify SSA by telephone (voicemail is not acceptable) upon Contractor(s) becoming aware of any serious illness, accident/injury, hospitalization, or death of any young adult in Contractor’s care. This verbal report shall be followed by a Special Incident Report (SIR) on a form approved by SSA within twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or death.
The verbal and written reports shall include, but not be limited to:

- The name of the young adult and date of birth;
- The date, time, and location of serious illness, accident/injury, hospitalization, or death;
- The program under which the young adult was receiving treatment; the name or names of each person involved (first and last name) with knowledge of the event and their role/relationship to client/family; and a summary of the circumstances thereof.

4.28.5 The Contractor(s) will mentor and be a source of support for the young adult throughout the course of the young adult’s participation in the THP+ Scattered-Site Apartment program.

4.28.6 Proponent(s) will include in their proposal a plan to be flexible, encourage, cooperate with, and facilitate visitation for siblings and other family members authorized to visit by the Proponent in conjunction with the ILP THP+ SSW.

4.28.7 Proponents will specify in their proposal how they will collaborate with all partners and county staff assigned to the THP+ program.

4.28.8 Proponents shall specify how they will collaborate with CFS staff in conducting program awareness and in the development of marketing materials for the program.

4.28.9 For more information, reference the publication “A Guide to Implementing THP+” at the following Internet site:

www.johnburtonfoundation.org

5. PROPOSENT INFORMATION

5.1 Requirements

Responses to this RFP must be according to the format, content and sequence set forth in Section 6 of this RFP.

Proposals must be signed by an authorized representative of the Proponent. Proponents shall include a copy of a Board Resolution authorizing the representative of its organization to sign the proposal and/or subsequent agreement. Proposals without an original, authorized signature will be rejected.

This RFP does not commit the County to award a contract or to pay any associated cost. The proposal preparation cost is solely the responsibility of the Proponent.

Proposals are not to be marked as confidential or proprietary. Proposals submitted in response to an RFP are subject to public disclosure as permitted by the California Public Records Act and State regulations. Additionally, all proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.
Regardless of any identification otherwise, including marking some or all of the pages as “confidential” or “proprietary,” information in proposals shall become part of the public record and subject to disclosure without further notice to the Proponent. The County shall not in any way be liable or responsible for the disclosure of any such records.

Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. By submitting a proposal, the Proponent agrees to meet all the requirements set forth in the RFP, unless specific exceptions are noted in Attachment A (Program Summary). The County reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval of the County. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse a Proponent from full compliance if awarded a contract. Reasons for rejecting any proposal will be supplied to the Proponent.

The County, in its sole discretion, reserves the right to cancel this RFP in whole or in part when such cancellation is determined to be in its best interest, pursuant to California Department of Social Services (CDSS) Manual of Policies and Procedures, Regulations 23-614.11 – 23-614.17. All proponents will be notified in writing of the specific reasons for such cancellation.

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

The County reserves the right to seek additional proposals beyond the final submission date, if, in the County's sole discretion, the proposals received do not meet with the approval of the County.

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

Although cost is a major consideration, the County may choose not to award the contract to the Proponent who submits the proposal with the lowest cost.

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

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

5.2 Questions

The County has attempted to provide all information available with regard to this RFP. It is the responsibility of each Proponent to review, evaluate and, where necessary, request any clarification of information. Questions must be submitted either in writing or by fax to the Contract Administrator identified below or asked through BidSync, by 4:00 p.m. on October 7, 2010; or asked at the Proponents’ Conference. Those questions submitted in writing prior to the Proponents’ Conference should be addressed as follow

County of Orange Social Services Agency
Written responses to questions deemed material will be provided at the Proponents’ Conference, and a summary of both the questions and answers will be available on BidSync following the conference. The County reserves the right to decline a response to any question(s) if, in the County's assessment, the information cannot be obtained and shared with all potential Proponents in a timely manner.

Proponents are directed to contact only the Contract Administrator named above to answer questions regarding this RFP.

5.3 Proponents’ Conference
An informational Proponents’ Conference will be held at the Board of Supervisors Hearing Room, 1st Floor, 10 Civic Center Plaza, Santa Ana, California 92701, on October 14, 2010 at 9:00 a.m. The purpose of this Conference is to explain program requirements and to answer questions regarding completion of proposals, time frames, and the RFP process.

5.4 RFP Changes and Modifications
Changes and modifications to the RFP will be made by written addendum only. Changes and modifications to the RFP, including a copy of the Proponents’ Conference Summary, will be posted on BidSync.

6. INSTRUCTIONS FOR SUBMISSION AND EVALUATION OF PROPOSALS
Proposals will be evaluated and selected through a competitive process. The County will consider the submittal of a proposal to constitute an agreement by the Proponent to all provisions and conditions included in this request.

Note: It is each Proponent's responsibility to ensure that they have received all changes and modifications to the RFP. All changes and modifications to the RFP will be posted on BidSync. It is the Proponent’s responsibility to register with BidSync and to keep their e-mail address current. While reasonable efforts will be made to post notices on BidSync in a timely manner, the County cannot guarantee delivery or the delivery date of any materials sent via BidSync.

6.1 Due Date:
Two (2) originals and seven (7) copies (9 total) and one (1) CD of the proposal in Microsoft Word format (version 2007 or earlier) must be received on or before 4:00 p.m. on October 28, 2010. Proposals must be delivered to:
6.2 Evaluation Criteria

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

6.2.1 Program Management and Experience
Maximum..........................................35 points

6.2.2 Services to be Provided
Maximum..........................................35 points

6.2.3 Estimated Unit Cost
Maximum..........................................30 points

6.3 Proposal Package

6.3.1 Proponents must submit an entire set of two (2) originals and seven (7) copies, (nine (9) total) and one (1) CD in Microsoft Word format (version 2007 or earlier), of its proposal.

Each of the two (2) original proposals must be submitted in a three-ring binder.

6.3.2 The required documents identified in Section 6.3.5 must be submitted in the order listed on the Required Documents Checklist (Attachment I). Please refer to Attachment I for the documents to be included in the two (2) original proposals, and those to be included in the seven (7) copies.

6.3.3 Proposal packages must be sequentially numbered throughout. In the seven (7) copies, a placeholder noting the appropriate page numbers in the originals may be inserted for the documents required to be included in the two (2) original proposals only.

6.3.4 Failure to submit proposals in the order listed in Attachment I, or to complete all required attachments fully, may result in rejection of your proposal.

6.3.5 Required Documents:

6.3.5.1 Program Summary (Attachment A)
Authorized signature required on Attachment A.

6.3.5.2 Program Management (Attachment B)

6.3.5.3 Statement of Experience Narrative (Attachment C)
This section includes resumes of all staff already known to the Proponent.
6.3.5.4 **Statement of References** (Attachment D)

Please note that references from employees of SSA are not permitted.

6.3.5.5 **Description of Services to be Provided** (Attachment E)

6.3.5.6 **Estimated Unit Cost** (Attachment F)

This section should indicate your proposed monthly allocations for the following:

- Administrative Cost
- Services Cost
- Housing Savings Plan of $50.00
- Monthly allowance for Household Items.

Describe in detail how the rent, administrative cost, services cost and monthly allowance allocations were determined. This section should indicate that proposed costs are reasonable and must show a clear explanation of those costs.

6.3.5.7 **Agency Litigation Involvement/Debarment** (Attachment G)

Provide Agency Litigation Involvement form (Attachment G) responding to any past and/or current litigation proceedings with your agency. Indicate status of your agency, i.e., presently debarred or ineligible for the award of funds by any federal agency.

6.3.5.8 **Required Documents Checklist** (Attachment H)

This checklist includes documents referenced above as well as additional required documents. Required documents should be placed in the proposal in the order specified in Attachment I.

6.3.5.9 **Organizational Structure, Including Organization Chart**

Provide complete information regarding your existing and/or proposed local organizational structure within Orange County and, where applicable, outside Orange County. An organization chart must be provided.

When the headquarters of the Proponent are located outside of Orange County, show the relationship between the existing or proposed Orange County organization and the main office.

6.3.5.10 **Certificates of Insurance**

The Proponent must submit evidence with the proposal that it has or can obtain all insurance required in Paragraph 8.10 of this RFP, with certificates of insurance evidencing the required coverage.

6.3.5.11 **Financial Statements**
Agencies need to provide a complete financial statement based upon an audit that is not more than eighteen (18) months old by the time of the proposal submission deadline, certified by an independent certified public accountant, as well as a complete unaudited statement that is not more than three (3) months old by the time of the proposal submission deadline. These statements should clearly identify the financial condition of the Proponent's business entity as well as that of its corporate structure, if applicable.

The financial statement will be used in determining the Proponent's financial condition, including the working capital position that would permit the Proponent to perform a contract of the size indicated by this RFP.

All required financial statements must be prepared in conformity with Generally Accepted Accounting Principles (GAAP).

6.3.5.12 Certification of Financial Support

If the Proponent intends that another corporation(s) and/or parent organization will provide financial support in any way to the contract, the other organization(s) involved must file a binding certification as to the extent of its (their) support. Such certification must be dated and signed by a corporate officer authorized to make such a commitment.

If the other organization(s) intend(s) to be responsible for any or all operations of the Proponent, this must be certified.

A Proponent that intends to provide for working capital through loans from financial or other institutions must supply a certified commitment from the institution that it will provide a specified maximum line of credit.

6.3.5.13 Form of Business Organization

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

- The business name and legal form of the Proponent's business organization, i.e., proprietorship, partnership, corporation or combination.
- A detailed statement indicating whether the Proponent is totally or partially owned by another business, parent organization, or individual.
- A detailed statement indicating the relationship of the Proponent to any business, subsidiary organization, or individual that will be providing services, supplies, material
or equipment to the Proponent or in any manner does business with the Proponent under this Agreement.

- One copy of the Proponent's articles of incorporation and bylaws, and any partnership papers and/or joint venture agreements, if applicable.
- Names and addresses of the Advisory Board and/or Board of Directors with brief statement of their qualifications. Indicate whether there are any vacancies.

6.3.5.14 Affirmative Action Plan
6.3.5.15 Service Delivery Client Grievance Procedure
6.3.5.16 Authorized person(s) to file Proposal and Sign Contracts
6.3.5.17 Policy on Confidentiality
6.3.5.18 Personnel Policies and Procedures
6.3.5.19 Federal and State Exemption Numbers
6.3.5.20 IRS form indicating Employer or Tax Identification Number
6.3.5.21 List of all staff by Name, Title, and Hourly Rate

7. EVALUATION PROCESS

7.1 Proposal Evaluation Committee

The County will establish a proposal evaluation committee whose members must have no conflict of interest with any Proponent. Individual committee members will review and evaluate the proposals and qualifications of all responsive Proponents; i.e., Proponents meeting the minimum requirements of the RFP. The Committee may be comprised of representatives of SSA and other County agencies/departments and/or other people with community based service delivery expertise.

7.2 Proposal Scoring

After the written proposals have been received, selected Proponent(s) may be invited to participate in oral interviews in order to clarify aspects of their proposal. These interviews may be held with one or more Proponents, as deemed necessary by the proposal evaluation committee, and have been tentatively scheduled for November 18, 2010. Each member of the proposal evaluation committee will individually evaluate and assign ratings, based on the rating criteria listed in Paragraph 6.2 and/or with a maximum of one hundred (100) points signifying excellence. The scores will then be compiled for an average score.

7.3 Site Review

If deemed necessary by SSA, for those Proponents accepted for consideration after the initial review of proposals for completeness, SSA staff members will conduct an on-site fiscal and program review. Their findings will be presented to
the proposal evaluation committee on a pass/fail basis prior to the completion of the formal scoring process. If Site Reviews are determined to be necessary by SSA, all Proponents shall be provided with the evaluation criteria prior to the Site Reviews.

7.4 **Final Selection**

Recommendations for the contract award will be presented for approval to the Orange County Board of Supervisors, or their Executive Assistants, as determined by the County’s sole discretion. A contract will be awarded contingent upon such approval.

7.5 **News Releases**

Proponents shall not issue any news releases pertaining to this RFP without prior written approval of the County, which may be withheld in the County’s sole discretion. A minimum of two (2) business day’s notice is required for approval.

7.6 **Protest Procedure**

Any actual or prospective Proponent or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the appropriate agency/department Contracts Officer.

All protests shall be typed under the protester’s letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester’s representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Written protests must be sent to:

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

**Protest of Bid/Proposal Specifications:**

All protests related to bid or proposal specifications must be submitted to the Contracts Officer no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day 5:00 p.m. deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the
close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Contracts Officer. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

Protest Process:

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

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

The County may, after providing written justification to be included in the procurement file, make the determinations that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester’s right to the protest procedures outlined herein.

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

Appeal Process:

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

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

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

8. GENERAL CONTRACT PROVISIONS

Any and all contracts awarded will contain at least, but will not be limited to, the following general provisions:
8.1 Alteration of Terms

This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

8.2 Status of Contractor

8.2.1 Contractor is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between County and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

8.2.2 Contractor, its agents and employees, shall not be entitled to any rights and/or privileges of County employees, and shall not be considered in any manner to be County employees.

8.3 Description of Services, Staffing

8.3.1 Contractor agrees to provide those services, facilities, equipment and supplies as described and incorporated herein by reference. Contractor shall operate continuously through the term of this Agreement with the number and type of staff described and as required for provision of services hereunder pursuant to the personnel disclosure provisions of the Agreement.

8.3.2 Subject to thirty (30) days advance notice, Administrator may, in his or her sole discretion, require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY’s maximum obligation as set forth in this Agreement is not exceeded.

8.3.3 Upon request of Administrator, Contractor shall send appropriate staff to an orientation session and subsequent training sessions given by the County.

8.4 Licenses and Standards

8.4.1 Contractor warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, Contractor warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements
including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior.

8.4.2 In the performance of this Agreement, Contractor shall comply, unless waived in whole or in part by Administrator, with all applicable provisions of the California Welfare and Institutions Code, Title 45 of the Code of Federal Regulations (CFR), Federal Office of Management and Budget Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange Social Services Agency Regulations and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereafter amended.

8.5 Delegation and Assignment/Subcontracts

8.5.1 Delegation and Assignment:
Contractor shall neither delegate its duties or obligations nor assign its rights with respect to this Agreement, either in whole or in part. Any such attempted delegation or assignment shall be void. The transfer of assets in excess of ten (10) percent of the total assets of Contractor, or any change in the corporate structure, the governing body, or the management of Contractor, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Agreement and shall be void.

8.5.2 Subcontracts:
Contractor shall not subcontract for services under this Agreement without the prior written consent of Administrator. If Administrator consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of Contractor to County. All subcontracts must be in writing and copies of same shall be provided to Administrator. Contractor shall include in each subcontract any provision Administrator may require.

8.6 Form of Business Organization and Real Property Disclosure

8.6.1 Form of Business Organization:
Upon the request of Administrator, Contractor shall prepare and submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to Administrator containing, but not limited to, the following information:

8.6.1.1 The form of Contractor's business organization, i.e., proprietorship, partnership, corporation, etc.

8.6.1.2 A detailed statement indicating the relationship of Contractor, by way of ownership or otherwise, to any parent organization or individual.

8.6.1.3 A detailed statement indicating the relationship of Contractor to any subsidiary business organization or to any individual that
may be providing services, supplies, material or equipment to Contractor or in any manner does business with Contractor under this Agreement.

8.6.2 Change in Form of Business Organization:

If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's relationship to other businesses dealing with Contractor under this Agreement changes, Contractor shall promptly notify Administrator, in writing, detailing such changes. A change in the form of business organization may, at the County's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

8.7 Non-Discrimination

8.7.1 In the performance of this Agreement, Contractor agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, sexual preference, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or State law.

8.7.2 Contractor shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the Department of Health and Human Services.

8.7.3 Contractor shall furnish any and all information requested by Administrator and shall permit Administrator access, during business hours, to books, records and accounts in order to ascertain Contractor’s compliance with Paragraph 8.7 et seq.

8.7.4 Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

8.7.5 Non-Discrimination in Employment

8.7.5.1 All solicitations or advertisements for employees placed by or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, sexual preference, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.
8.7.5.2 Contractor shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Social Services
Public Inquiry and Response Bureau
P.O. Box 944243, M.S. 8-3-23
Sacramento, California 94244-2430
Telephone: 1-800-952-5253
1-800-952-8349 (For the hard of hearing)

8.7.6 Non-Discrimination in Service Delivery

8.7.6.1 Contractor shall comply with Title VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Sections 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations Sections 98000-98413; Title 24, California Code of Regulations Section 3105A(e); the Dymally-Allatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, Title 7 CFR Part 15, and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action and Nondiscrimination as each may now exist or be hereafter amended. Contractor shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of Subparagraph 8.7.6 et seq.

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

8.7.6.2.1 Pamphlet: “Your Rights Under California Welfare Programs” (PUB 13)

8.7.6.2.1 Discrimination Complaint Form
8.7.6.2.1. Civil Rights Contacts:

County Civil Rights Contact:
Orange County Social Services Agency
Program Integrity
Attn: Civil Rights Coordinator
P.O. Box 22001
Santa Ana, CA 92702-2001
Telephone: (714) 438-8880

State Civil Rights Contact:
California Department of Social Services
Civil Rights Bureau
P.O. Box 944243, M.S. 8-16-70
Sacramento, CA 94244-2430

Federal Civil Rights Contact:
U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

8.8 Notices

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

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

Contractor:

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. Administrator and Contractor may mutually agree in writing to change the addresses to which notices are to be sent.

8.9 Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.10 Indemnification and Insurance

8.10.1 Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold U.S. Department of Health and Human Services, the State, County, and their elected and appointed officials, officers,
employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County INDEMNITEES, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

8.10.2 Without limiting Contractor's liability for indemnification, prior to the provision of services under this Agreement, Contractor agrees to purchase all required insurance at Contractor’s expense and to deposit with Administrator Certificates of Insurance, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with Administrator during the entire term of this Agreement, as set forth herein.

8.10.3 Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Agreement shall be covered under Contractor's insurance as an additional insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Agreement. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Agreement for inspection by County representative(s) at any reasonable time.

8.10.4 All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any SIRs or deductibles shall be clearly stated on the Certificate of Insurance.

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

8.10.6 The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, Administrator retains the right to approve or reject
the insurer after a review of the insurer's performance and financial
ratings by the CEO/Office of Risk Management.

8.10.7 The policy or policies of insurance required herein must be issued by an
insurer with a minimum rating of “A- (Secure Best’s Rating)” and a
minimum financial rating of “VIII (Financial Size Category),” as
determined by the most current edition of the **Best's Key Rating
Guide/Property-Casualty/United States.**

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
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<tbody>
<tr>
<td>Commercial General Liability with broad form</td>
<td>$1,000,000 combined single limit per occurrence</td>
</tr>
<tr>
<td>property damage and contractual liability</td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability (covering all owned, non-owned</td>
<td>$1,000,000 combined single limit per occurrence</td>
</tr>
<tr>
<td>and hired vehicles)**</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claims made or per occurrence</td>
</tr>
<tr>
<td>Sexual Misconduct Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Employee Dishonesty</td>
<td>$120,000</td>
</tr>
</tbody>
</table>

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

8.10.9 All liability insurance, except Professional Liability, required by this
Agreement shall be at least $1,000,000 combined single limit per
occurrence. Professional Liability may also be provided on a “Claims
Made” basis. The minimum aggregate limit for the Commercial General
Liability policy shall be $2,000,000.

8.10.10 The County of Orange shall be added as an additional insured on all
insurance policies required by this Agreement with respect to the
services provided by Contractor under the terms of this Agreement
(except Workers' Compensation/Employers' Liability, Professional
Liability, and Employee Dishonesty). An additional insured
endorsement evidencing that the County of Orange is an additional
insured shall accompany the Certificate of Insurance. For the Employee Dishonesty coverage, the County of Orange shall be the loss payee/obligee.

8.10.11 All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

8.10.12 All insurance policies required by this Agreement shall give the COUNTY thirty (30) days notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by an endorsement separate from the Certificate of Insurance.

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

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

8.10.15 The Commercial General Liability policy shall contain a severability of interests clause.

8.10.16 Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code.

8.10.17 Contractor will comply with such provisions and shall furnish County satisfactory evidence that Contractor has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of $1,000,000 per occurrence.

8.10.18 If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or Administrator, award may be made to the next qualified proponent.

8.10.19 County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by CEO/Risk Manager as appropriate to adequately protect County.

8.10.20 County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with Administrator
incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

8.10.21 The procuring of such required policy or policies of insurance shall not be construed to limit Contractor’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

8.10.22 The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

8.11 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement. Such report shall be submitted to County within twenty-four (24) hour of occurrence.

- Any injury to an employee of Contractor that occurs on County property. Such report shall be submitted to County within twenty-four (24) hours of occurrence.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the term of this Agreement. Such report shall be submitted to County within twenty-four (24) hour of occurrence.

8.12 Conflict of Interest

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to Contractor’s employees, agents, relatives, subcontractors, and third parties associated with accomplishing the work hereunder.

Contractor’s efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

8.13 Anti-Proselytism Provision

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section
604(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

8.14 **Supplanting Government Funds**

Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Agreement with any funds made available under this Agreement. Contractor shall not claim reimbursement from the County for, or apply sums received from the County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or County funds under any Federal, State, or County program without prior written approval of Administrator.

8.15 **Equipment**

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

Contractor further agrees to the following:

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

8.15.1.2 To label all items of Capital Equipment, do periodic inventories as required by Administrator and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by Administrator. All such lists shall be submitted to Administrator within ten (10) days of any request therefor.

8.15.1.3 To report in writing to Administrator immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to Administrator.

8.15.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and
special extended perils (all risks) covering the parties' interests as they appear.

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

8.15.3 No personal computers or any component thereof may be purchased with funds provided under this Agreement.

8.15.4 Breach Sanctions

Failure by Contractor to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event Administrator may, in its sole discretion, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

8.15.5 Afford Contractor a time period within which to cure the breach, which period shall be established at sole discretion of Administrator; and/or

8.15.6 Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

8.15.7 Offset against any monies billed by Contractor but yet unpaid by the County those monies disallowed pursuant to 8.16.2, above.

Administrator shall give Contractor written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

8.16 Payments

8.16.1 Claims:

All claims must be submitted monthly by Contractor on a form approved by Administrator. All claims submitted to the County must be supported with source documents including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, copies of some of which may be required to be submitted with each monthly invoice. The source documents that Contractor must submit with each monthly invoice shall be determined by Administrator and/or the County's Auditor-Controller. Contractor shall retain all financial records in accordance with Paragraph 8.21 (Records, Inspections, Audits) of this Agreement.
Payments should be released by the County within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

8.16.2 Final Claim/Settlement:

Any and all claims must be received by Administrator no later than **August 30, 2012, at 5:00 p.m.**, said date being approximately sixty (60) days after termination of this Agreement. Claims received after this date and time shall not be reimbursed. Administrator may, in its sole discretion, modify the date upon which the final claim must be received, upon notice to Contractor.

The basis for final settlement shall be the actual allowable costs as defined in Title 45 of the Code of Federal Regulations and OMB Circular A-122 or 48 CFR 31.2, as applicable, incurred and paid by Contractor pursuant to the Agreement; limited, however, to the maximum obligation of the County. In the event that any overpayment has been made, the County may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, Contractor shall pay the County all such sums within five (5) days of notice from the County. Nothing herein shall be construed as limiting the remedies of the County in the event an overpayment has been made.

8.17 Overpayments

Any payment(s) made by the County to Contractor in excess of that to which Contractor is entitled under this Agreement shall be repaid the County, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, or as established by County procedure. Any overpayments made by the County which result from a payment by any other funding source shall be repaid, at the discretion of Administrator, to the County or the funding source. Unless earlier repaid, Contractor shall make repayment within thirty (30) days after the date of the final audit findings report, and prior to any administrative appeal process. In the event an overpayment owing by Contractor is collected from the County by the funding source, then Contractor shall reimburse the County within thirty (30) days thereafter, and prior to any administrative appeal process. Contractor agrees to pay all costs incurred by the County necessary to enforce the provisions set forth in this paragraph.

8.18 Outstanding Debt

Contractor shall have no outstanding debt with SSA, or shall be in the process of resolving outstanding debt to Administrator’s satisfaction, prior to entering into and during the term of this Agreement.

8.19 Final Report

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

8.20 Records, Inspections and Audits

8.20.1 Financial Records:

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

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

8.20.2 Client Records:

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

8.20.2.2 All client records related to services provided under the terms of this Agreement shall be retained by Contractor for a minimum of five (5) years from the date of final payment under this Agreement or until all pending County, State and Federal audits are completed, whichever is later. Notwithstanding anything to the contrary, upon termination of this Agreement, Contractor shall relinquish control with respect to client records to the County in accordance with paragraph.

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

8.20.3 Public Records:

8.20.3.1 With the exception of client records or other records referenced in Paragraph 8.26, entitled Confidentiality, all records, including but not limited to, reports, audits, notices, claims, statements and correspondence, required by this agreement may be subject to public disclosure. The County will not be liable for any such disclosure.
8.20.4 Inspections and Audits:

8.20.4.1 The U. S. Department of Health and Human Services, Comptroller General of the United States, Director of the California Department of Social Services, State Auditor- General Administrator, the County's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers and records, including medical records, of Contractor which any of them may determine to be pertinent to this Agreement for the purpose of financial monitoring. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

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

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

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

8.20.5 Evaluation Studies:

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

8.21 Personnel Disclosure

8.21.1 Contractor shall make available to Administrator a current list of all personnel providing services hereunder, including resumes and job applications. Changes to the list will be immediately provided to Administrator in writing, along with a copy of a resume and/or job application. The list shall include:

- Names of all full or part-time personnel by title, including volunteer personnel, whose direct services are required to provide the programs described herein;
- Names of all full or part-time personnel by title, including volunteer personnel, who are receiving public assistance;
• A brief description of the functions of each position and the hours each person works each week; or for part-time personnel, each day or month, as appropriate;

• The professional degree, if applicable, and experience required for each position; and

• The language skill, if applicable, for all personnel.

8.21.2 Contractor shall immediately notify Administrator of any personnel, including voluntary personnel, who are receiving public assistance.

8.21.3 Where authorized by law, Contractor shall conduct criminal record background checks on all employees and/or volunteers who will provide services under this Agreement.

8.21.4 Contractor warrants that all persons employed or otherwise assigned by Contractor to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. Contractor shall maintain records of background investigations and reference checks undertaken and coordinated by Contractor for each employee and/or volunteer assigned to provide services under this Agreement for a minimum of five (5) years from the date of final payment under this Agreement or until all pending County, State and Federal audits are completed, whichever is later, and in compliance with all applicable laws.

8.21.5 Contractor shall immediately notify Administrator concerning the arrest and/or subsequent conviction, for offenses other than minor traffic offenses, of any paid employee and/or volunteer staff, performing services under this Agreement, when such information becomes known to Contractor. Administrator, in its sole discretion, may determine whether such employee and/or volunteer may continue to provide services under this Agreement and shall provide notice of such determination to Contractor in writing. Contractor’s failure to comply with Administrator’s decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 8.16, above.

8.21.6 County has the right to approve or disapprove all of Contractor’s staff performing work hereunder and any proposed changes in Contractor’s staff, including, but not limited to, Contractor’s Program Director.

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

8.21.8 Contractor shall notify County immediately when staff is terminated for cause from working on this Agreement.
8.21.9 Disqualification, if any, of Contractor staff, pursuant to Paragraph 8.22, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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

8.23 Enforcement of Child Support Obligations
In order to comply with child support enforcement requirements of the County, Contractor agrees to furnish to Administrator within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable Federal and State reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

The failure of Contractor to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of this Agreement.
It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

8.24 Child and Dependent Adult/Elder Abuse Reporting

Contractor shall establish a procedure acceptable to Administrator to ensure that all employees, volunteers, consultants, or agents performing services under this Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the Welfare and Institutions Code (WIC) to one of the agencies specified in WIC Section 15630. Contractor shall require such employee, volunteer, consultant or agent to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements as set forth in Section 15630 of the WIC and will comply with the provisions of these code sections as they now exist or as they may hereafter be amended.

8.25 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.26 Confidentiality

Contractor agrees to maintain the confidentiality of its records pursuant to the Welfare and Institutions Code Sections 827 and 10850-10853, the California Department of Social Services Manual Policies and Procedures, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

All records and information concerning any and all persons referred to Contractor by County or County's designee shall be considered and kept confidential by Contractor, Contractor's staff, agents, employees and volunteers. Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services for Contractor to sign an agreement with Contractor before commencing the provision of any services under this Agreement, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to Contractor by County, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit Contractor, and as to the latter, only during such audit. Contractor shall comply with any audits specified in Subparagraph 8.21, provide reports and any other information required by County in the administration of this Agreement, and as otherwise permitted by law.
Contractor shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision and that any person knowingly and intentionally violating the provisions of said State law may be guilty of a crime.

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

8.27 Copyright Access

The U.S. Department of Health and Human Services, the California Department of Social Services and the County will have a royalty-free, nonexclusive and irrevocable license to publish, translate, or use, now and hereafter, all material developed under this Agreement including those covered by copyright.

8.28 Waiver

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

8.29 Petty Cash

Contractor is authorized to establish a petty cash fund in an amount not to exceed two hundred and fifty dollars ($250.00).

8.30 Publicity

Information and solicitations, prepared and released by Contractor, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded through County, State and Federal government funds.

Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County. County shall not unreasonably withhold written consent.

8.31 County Responsibilities

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

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

8.33 Reports

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

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

8.34 Energy Efficiency Standards

As applicable, Contractor shall comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Code of Regulations).

8.35 Environmental Protection Standards

Contractor, for contracts in excess of $100,000, shall be in compliance with Section 306 of the Clean Air Act [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency, hereafter referred to as "EPA," regulations (Title 40 CFR Part 15) as may now exist or be hereafter amended. Under these laws and regulations, Contractor assures that:

- No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- It will notify the County prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
- It will notify the County and the EPA about any known violation of the above laws and regulations.

8.36 Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions

Contractor shall be in compliance with Section 319 of Public Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Federal Office of Management and Budget and published in the Federal register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it is mutually understood that any contract which utilizes Federal monies in excess of $100,000 must contain and Contractor must comply with the following provisions:

A. The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions,
included in this solicitation, are hereby incorporated by reference in subparagraph B of this certification.

B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge, and belief as of December 23, 1989 that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

C. Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 USC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

8.37 Political Activity

Contractor agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity except as permitted by law.

8.38 Termination Provisions

8.38.1 Administrator may terminate this Agreement without penalty immediately with cause or after thirty (30) days’ written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by
Administrator of the right to terminate this Agreement shall relieve County of all further obligation under this Agreement.

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

8.38.3 The obligations of County under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of Contractor's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, Administrator may immediately terminate this Agreement, reduce County's maximum obligation, or modify this Agreement, without penalty. The decision of Administrator shall be binding on Contractor. Administrator shall provide Contractor with written notification of such determination. Contractor shall immediately comply with Administrator's decision.

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

8.39 Governing Law and Venue

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

8.40 Signature in Counterparts

The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement will have the same force and effect as if the original had been signed by all the parties.
<table>
<thead>
<tr>
<th>Name of Applicant Agency:</th>
<th>Name and Title of Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Agency:</td>
<td>Private Non-Profit</td>
</tr>
</tbody>
</table>

Employer or Tax Identification Number:_______________

Address, Telephone and Fax Number: Contact Person’s Address, Telephone and Fax Number:

Address(es) Where Services Will Be Delivered:

Language Capability:
- ☐ English
- ☐ Vietnamese
- ☐ Spanish
- ☐ Other_____

Number of Full-Time Equivalent (FTE) Bilingual Direct Service Positions

_____ (FTE) TOTAL Direct Service Positions

Estimate Direct Service Hours: __________________________

Compliance with Requirements of Request for Proposal:
- ☐ Agency will comply with all requirements set forth in the Request for Proposal.
- ☐ Agency will comply with all requirements set forth in the Request for Proposal, with the following exceptions:

(Attach additional sheets as necessary.)

Proposals shall be signed by an authorized signature for the applicant. **An unsigned proposal will be rejected.**

I certify that the information provided in this proposal is true and correct to the best of my knowledge and that I have been duly authorized by applicant's governing body or other authority to file this proposal. (Please include copy of board action authorizing signature.)

Signature:__________________________________________________ Date:_______________

Print/Type Name:____________________________________________ Title:__________________________
1. Describe how this program will be administered. Include job descriptions and minimum qualifications, as well as experience and resumes for individuals who will be directly administering this program. Describe key staff’s past education and experience in related projects.

2. Provide complete information regarding your existing and/or proposed local organizational structure within Orange County, and where applicable, outside Orange County. An organizational chart must be attached.

3. When the headquarters of the Proponent are located outside of Orange County, show the relationship between the existing or proposed Orange County organization and the main office.

4. Describe the organization’s experience in coordinating with local and regional community services to integrate the service delivery system in Orange County. Describe how these efforts have led to increased opportunities for young adults to access services.

5. Describe the organization’s experience in providing housing and supportive services to young adults. Explain how the current program assists in improving outcomes for young adults.

6. Describe your plans for staff training and consultation during the project.

7. Provide information regarding projected span of supervisory control.

8. Describe the proposed bilingual capability of your service delivery plan, including translation services as necessary.

9. Describe how you will regularly monitor performance and effectively correct procedural case management problems.
STATEMENT OF EXPERIENCE

Name of Applicant Agency: _______________________________________________________________

INSTRUCTIONS: Answer all of the following questions. If more space is needed, attach additional sheets of paper. If a question does not apply to your organization, answer with a full negative response rather than stating "Not Applicable."

1. Attach current and valid copies of any agency licenses to do business in California.

2. Attach resumes of all known staff and indicate which positions each person will fill in your proposal. Exception would be for resumes provided in Attachment B.

3. Identify the legal business status of your organization, i.e., non-profit corporation, for-profit corporation, partnership, sole proprietorship, joint venture, etc.: ___________________________

4. How many years has your agency been in business under its present name? _______________
   a) Number of years doing business under related and/or prior business name? _______________
   b) Please list name(s) and dates: ____________________________________________________

5. Please list any contracts and describe program services you have provided in the past five (5) years. In particular, describe your experience in providing transitional housing and independent living skills services to young adults.

<table>
<thead>
<tr>
<th>Year</th>
<th>Dollar Amount Of Services</th>
<th>Contract Agency</th>
<th>Location</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Has your agency failed or refused to complete a contract? ☐ YES ☐ NO
If YES, please explain:
__________________________________________________________________________________________________
__________________________________________________________________________________________________
__________________________________________________________________________________________________
__________________________________________________________________________________________________

List all major equipment which will be used for the direct provision of services:
__________________________________________________________________________________________________
__________________________________________________________________________________________________
__________________________________________________________________________________________________
__________________________________________________________________________________________________
Name of Applicant Agency: ________________________________________________________________

Contractor must provide names and addresses of three (3) current references for similar scope of services previously provided and brief description of service rendered, in addition to telephone number, and contact person. **NOTE: The references provided should not be employees of SSA.**

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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</table>

Services Provided:

____________________________________________________________________________________________________
____________________________________________________________________________________________________
____________________________________________________________________________________________________

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Contact Person</th>
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<tbody>
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<td>2.</td>
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</table>

Services Provided:

____________________________________________________________________________________________________
____________________________________________________________________________________________________
____________________________________________________________________________________________________

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Contact Person</th>
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<tbody>
<tr>
<td>3.</td>
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</tbody>
</table>

Services Provided:

____________________________________________________________________________________________________
____________________________________________________________________________________________________
____________________________________________________________________________________________________
INSTRUCTIONS: Answer all of the following questions in the order presented, restating the number and question before each response. If a question does not apply to your organization, answer with a full negative response rather than stating "Not Applicable."  

Note: Attach as many additional sheets of paper as needed but each sheet must be clearly labeled with the header noted at the top of this page and consecutively numbered.

1. Describe in detail the services to be provided.

2. Describe your strategy to engage the young adult.

3. Describe how your services will be family-centered and family-friendly.

4. How will the services you intend to deliver be culturally and linguistically appropriate?

5. How will clients be linked with other services and what follow-up will occur to ensure the link was successful?

6. What will be your days and hours of service delivery?

7. What is the proposed facility location(s)? Provide detailed information on the facility accessibility to clients from throughout Orange County with specific information as to travel time and accessibility from the various regions of Orange County generally described as North, West, Central and South/Coastal.

8. Discuss the project's start-up activities and major ongoing activities.

9. Describe direct services staff's past education, training, experience, and language capabilities in the delivery of child abuse services.

10. Describe staff training, supervision and use of consultants during the project.

11. Describe how your THP+ services will demonstrate the capacity to be in compliance with the following:

   I. Welfare and Institution Code
      A. Eligibility
      B. Non-Discrimination
      C. Separate property management and service provider functions
      D. Monitoring placements
DESCRIPTION OF SERVICES TO BE PROVIDED

E. Education requirements
F. Work requirements
G. Training program to include but not be limited to:
   1. Roommate mediation
   2. Life skills training
   3. Financial literacy training
   4. Regular housing advocacy and tenancy training.
H. Savings
I. Personal safety
J. Visitors
K. Emergencies
L. Medical requirements
M. Disciplinary measures
N. Child care
O. Pregnancy
P. Curfew
Q. Apartment cleanliness
R. Budgeting
S. Care of furnishings
T. Vehicles
U. Lending or borrowing of money
V. Dating
W. Ground rules for termination

II. STEP TILP Requirements
   A. Complete STEP TILP goals and activities
   B. STEP TILP updates
   C. Evaluate progress with STEP TILP goals

III. Tenant Rights
   A. Due process
   B. Free from arbitrary and capricious rules
   C. Right to confidentiality
   D. Right to privacy
   E. Participant- Provider contract
IV. Housing Statutes
   A. Fair housing
   B. Housing laws and fire clearance

V. Employee Regulations
   A. Criminal background checks
   B. Employment criteria
   C. Training program

12. Describe how your program model fits the principles of the Child Welfare League Initiative and the Positive Youth Development model.

13. Describe methods of self-evaluation including quality assurance for both administration and service delivery. Include your outcome objectives that address the overall goals of THP+.
Name of Applicant Agency:
_______________________________________________________

A. Monthly Cost per One Young Adult:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Administrative Cost (1)</td>
<td>$_______</td>
</tr>
<tr>
<td>2) Services Cost (2)</td>
<td>$_______</td>
</tr>
<tr>
<td>3) Housing Expenses (3)</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>4) Housing Savings Plan (Section 4)</td>
<td>$50.00</td>
</tr>
<tr>
<td>5) Monthly Allowance for Household Items (4)</td>
<td>$200.00</td>
</tr>
<tr>
<td>6) Total</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

In the space provided in section B below, please include the details of each of these categories:

(1) Administrative Cost to include: salaries, operating expenses, equipment and other costs.

(2) Services Cost to include services referenced in Section 4.

(3) Housing Expenses to include: Rent and Utilities.

(4) Monthly Allowance to include: Transportation, food, cleaning supplies, clothing, telephone, miscellaneous.

B. Describe in detail how the monthly costs were determined per young adult in the allocations listed above, using the estimated population to be served as identified in Section.
Agency Name and Address:

Agency Involvement in Litigation

Check YES or NO to the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the type of program involved as well as the potential impact on this program, if funded.

1. Is the organization or any of its principal officers involved in litigation now or within the last two years?
   - Yes
   - No

2. Is the Executive Director involved in litigation?
   - Yes
   - No

3. Are any members of the Board of Directors unable to be bonded?
   - Yes
   - No

4. Are any key staff members unable to be bonded?
   - Yes
   - No

5. Has the Agency or Project Director ever been cited for improper management?
   - Yes
   - No

6. Has the Agency or Project Director ever had public or foundation funds withheld?
   - Yes
   - No

7. Has the Agency, if nonprofit, ever had its nonprofit status revoked or withheld?
   - Yes
   - No

8. Has the Agency, Project Director, or any Key staff member ever been involved in, or cited for, any civil rights violation?
   - Yes
   - No

9. Is the organization presently debarred or ineligible for the award of funds by any Federal agency?
   - Yes
   - No

Response Section (Use extra pages, as necessary)
**INSTRUCTIONS:** Please submit the following documents in the order listed on this form. All items to be submitted in the two (2) original proposal packages are in the first column, marked with an X (submit in three-ring binders). All items to be submitted in the other seven (7) copies of the proposal are designated with an X in the second column. It is not necessary to include items in the third column in the proposals by the due date. However, those documents may be requested at a later date or be provided at the time of contract negotiations.

<table>
<thead>
<tr>
<th>Required Documents</th>
<th>Original Packages (2)</th>
<th>Copy Packages (7)</th>
<th>Submitted Upon Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment A (See Section 6.3.5.1)</td>
<td>X</td>
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<tr>
<td>Attachment B (See Section 6.3.5.2)</td>
<td>X</td>
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<tr>
<td>Attachment C, including resumes of all known staff</td>
<td>X</td>
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<tr>
<td>(See Section 6.3.5.3)</td>
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<tr>
<td>Attachment D (See Section 6.3.5.4)</td>
<td>X</td>
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<tr>
<td>Attachment E (See Section 6.3.5.5)</td>
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<tr>
<td>Attachment F (See Section <strong>Error! Reference source not found.</strong> (See Section 6.3.5.6))</td>
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<tr>
<td>Attachment G (See Section 6.3.5.7)</td>
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<tr>
<td>Attachment H (See Section 6.3.5.8)</td>
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<tr>
<td>Organizational Structure, Including Organizational Chart</td>
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<tr>
<td>(See Section 6.3.5.9)</td>
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<td>Certificates of Insurance (as required in Section 6.3.5.10)</td>
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<tr>
<td>Financial Statements (as required in Section 6.3.5.11)</td>
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<tr>
<td>Certification of Financial Support (as referenced in Section 6.3.5.12)</td>
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<tr>
<td>Form of Business Organization (as required in Section 6.3.5.13)</td>
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<tr>
<td>Article of Incorporation (as required in Section 6.3.5.13)</td>
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<tr>
<td>Bylaws (as required in Section 6.3.5.13)</td>
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<tr>
<td>Names and Addresses of Advisory Board and/or Board of Directors with statements of</td>
<td>X</td>
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<tr>
<td>their qualifications - Indicate vacancies, if any (as required in Section 6.3.5.13)</td>
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<tr>
<td>Affirmative Action Plan</td>
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<tr>
<td>Service Delivery Client Grievance Procedure</td>
<td>X</td>
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<tr>
<td>Authorized person(s) to file Proposal and Sign Contracts</td>
<td>X</td>
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<tr>
<td>Policy on Confidentiality</td>
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<tr>
<td>Personnel Policies and Procedures</td>
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<tr>
<td>Federal and State Exemption Numbers</td>
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<tr>
<td>IRS form indicating Employer or Tax Identification Number</td>
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<tr>
<td>List of all staff by Name, Title and Hourly Rate</td>
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