



Winston F. McColl
Director

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

TELEPHONE (858) 537-2500
FAX (858) 715-6452

June 14, 2007

REQUEST FOR PROPOSAL (RFP) NO. 2079
HEALTH and HUMAN SERVICES AGENCY
TANF DIVERSION PROGRAM TECHNICAL CONSULTATION SERVICES

Contractor shall provide technical assistance and recommendations to the County of San Diego (County) Health and Human Services Agency (Agency) that will assist the County in improving its Work Participation Rate (WPR) for Temporary Assistance for Needy Families (TANF) clients, and shall also assist County staff to pilot various changes to business practices to help the County meet new Federal participation requirements. Contractor shall conduct research on current Federal, State and local laws and regulations to develop a written report identifying opportunities to reform local policy and practice in order to reduce the welfare caseload and improve work participation rates. A key activity will be proposing new business requirements and training curriculum as part of a pilot of an expanded Diversion Program in San Diego County. With diversion, individuals eligible for the TANF program are offered short-term assistance in the form of lump-sum cash grants, in addition to supportive services, in order that these clients are diverted from the welfare rolls.

TANF was recently reauthorized, resulting in key changes to federal guidelines for the cash assistance program. The major change was the increased number of individuals considered able to work. This presents a challenge for States and counties to meet the federal WPR, which is used in the determination of federal funding for TANF programs (CalWORKs is the name of the TANF program in California). The Agency convened a group of stakeholders from August to October 2006 to identify strategies to reduce the welfare caseload and improve work participation rates. One strategy recommended was to improve the screening of applications—to identify those CalWORKs clients who could be successfully diverted from welfare by providing one-time assistance, and to better assess employment barriers to participation among clients who should not be diverted. Other strategies were also identified, including new approaches to the provision of supportive services, such as mentor programs, and ensuring that the Agency and its employer partners have a common understanding of what is “work ready” when preparing participants for work. The consultation services being solicited will help the Agency to further refine its strategies and to test or pilot an expanded Diversion Program.

PROPOSALS ARE DUE no later than 3:00 P.M. August 1, 2006 THE RECEPTION DESK AT THE DEPARTMENT OF PURCHASING AND CONTRACTING AT 10089 WILLOW CREEK ROAD, SUITE 150, SAN DIEGO, CALIFORNIA 92131-1699

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

Potential offerors are encouraged to attend a pre-proposal conference on **Tuesday, July 10, 2007 at 10:00 am – 12 noon; 1600 Pacific Highway (CAC), Room 402A**. Questions and requests for clarification related to definition or interpretation of this RFP may be presented at this conference or shall otherwise be requested in writing.

This RFP package includes:

- Cover Page (P&C 600 Form) - Requests necessary Offeror information and includes the Offeror's signed authorization for the proposal.
- Representations and Certifications Form - Requests additional Offeror information related to 501 (c) (3) status, affirmative action and pricing.

- Proposal Terms and Conditions
- Submittal Requirements
- Draft Pro Forma contract, which includes:
 - Exhibit A “Statement of Work”
 - Exhibit B “Pricing”
 - Exhibit C “Insurance”

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

Questions and requests for clarification related to definition or interpretation of this RFP shall be requested in writing prior to the close of business, **Wednesday, July 25, 2007**. Those received after this date may not be answered at the discretion of the County. Questions should be submitted in writing by e-mail (preferred), fax or mail, to:

RFP 2079 Questions

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

By facsimile: 858-715-6454

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

- Select “Requests for Bids and Proposals”
- Select the RFP Number to access the files.
- If not yet registered please follow the instructions and register under UNSPSC code **93141509**.

It is the offeror's responsibility to check for addenda on the web site. The County cannot notify those who download solicitation documents from the web site of changes or addenda. The master copy of the bid or proposal documents offered for electronic download shall be considered the original. If you are unable to download this document, you may contact Contract Clerical Support at (858) 694-3062 and a hard copy will be mailed to you.

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

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM: (SG):

COUNTY OF SAN DIEGO REQUEST FOR PROPOSALS NO. 2079
THIS IS NOT AN ORDER

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

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

Proposals shall be *received* at the above address
prior to **3:00 PM LOCAL TIME, August 1, 2007**

TANF DIVERSION PROGRAM TECHNICAL CONSULTATION SERVICES

The County is seeking a contractor to provide technical assistance and recommendations to the County of San Diego (County) Health and Human Services Agency (Agency) that will assist the County in improving its Work Participation Rate (WPR) for Temporary Assistance for Needy Families (TANF) clients, and shall also assist County staff to pilot various changes to business practices to help the County meet new Federal participation requirements. Contractor shall conduct research on current Federal, State and local laws and regulations to develop a written report identifying opportunities to reform local policy and practice in order to reduce the welfare caseload and improve work participation rates. A key activity will be proposing new business requirements and training curriculum as part of a pilot of an expanded Diversion Program in San Diego County. With diversion, individuals eligible for the TANF program are offered short-term assistance in the form of lump-sum cash grants, in addition to supportive services, in order that these clients are diverted from the welfare rolls.

The initial contract term will be for a period of one (9) nine months.

The estimated contract value is between \$80,000 and \$100,000.

PRE-PROPOSAL CONFERENCE AND RFP QUESTIONS

Potential offerors are encouraged to attend a pre-proposal conference on **Tuesday, July 10, 2007 at 10:00 am – 12 noon; 1600 Pacific Highway (CAC), Room 402A**. An addendum will be issued in response to questions, which will only be available by downloading from Buynet. Questions and requests for clarification related to definition or interpretation of this RFP shall be requested in writing prior to the close of business **July 25, 2006**. An addendum will be issued in response to questions, which will only be available by downloading from Buynet.

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

Offeror hereby acknowledges receipt the RFP 2079 and Addenda Number 1 through [].

OFFEROR INFORMATION:		AUTHORIZATION FOR OFFER (Must be signed):
Firm Name:		
Street:		
City/State/Zip:		By: _____
		Signature
Offer Date		
Phone No: ()		Name:
Fax No: ()		
E-Mail Address:		Title:

Contact Person: Name:	Phone No: ()	FAX: ()
(If other than above)		
Title:E-Mail Address:		

NOTE: RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 5555 Overland Ave, Building 11 or by downloading from the department’s Web site “Buynet II” at <http://buyinet.sdcounty.ca.gov/>. It is the Offeror’s responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.

**COUNTY OF SAN DIEGO
REPRESENTATIONS AND CERTIFICATIONS**

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

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

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

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

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

3.2. REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

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

Certification #:

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

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

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

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

5. CERTIFICATE OF CURRENT COST OR PRICING

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

6. CERTIFICATE OF INDEPENDENT PRICING

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

7. TAX IDENTIFICATION NUMBER

(Corporations) Federal Tax I.D. #

CERTIFICATION:

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

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

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

REQUEST FOR PROPOSAL (RFP) No. 2079
HEALTH and HUMAN SERVICES AGENCY
TANF DIVERSION PROGRAM TECHNICAL CONSULTATION SERVICES
RFP TERMS AND CONDITIONS

1 RFP PROCESS

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

2 SUBMISSION OF PROPOSAL

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

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

3 EVALUATION AND SELECTION

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

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

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

REQUEST FOR PROPOSAL (RFP) NO. 2079
HEALTH AND HUMAN SERVICES AGENCY
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SUBMITTAL REQUIREMENTS

Proposal Submittal and Evaluation

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

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

Each proposal will be evaluated individually on its own merits.

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

1. Experience, Proposed Organization, Management and Staffing

- 1.1. Mission and History. Provide the Offeror's mission statement and brief description of the Offeror's mission. Explain why Offeror is interested in offering the technical assistance and consultation services being proposed and how Offeror's experience and services would benefit the County by the County awarding a contract to your firm.
- 1.2. Offeror's Resume – Provide a resume of the Offeror's experience within the last five (5) years in evaluating and recommending improvements to Diversion Programs as described in the "Statement of Work", and evaluating and designing other federal, state or local welfare program improvement initiatives. Provide the dates in which Offeror has provided these technical consultation services; the location of the welfare program(s) for which technical services were provided; and phone number, e-mail address, of contact person(s) for the project. Include Offeror's knowledge and experience in all three (3) of the following areas listed below:
 - 1.2.1. Providing technical assistance or consultation services regarding process improvements that would contribute to a reduction in the welfare caseload and/or improved work participation rates. Experience must include multiple state or local jurisdictions or be for a major project that spans multiple jurisdictions.
 - 1.2.2. Implementing an improvement initiative that would contribute to a reduction in the welfare caseload and/or improved work participation rates. Experience must include multiple state or local jurisdictions or be for a major project that spans multiple jurisdictions.
 - 1.2.3. Evaluating and recommending improvements to a Diversion program, to contribute to a reduction in the welfare caseload because those clients who only need short-term assistance are appropriately diverted. Results that demonstrate a positive impact of this Diversion improvement effort in which the Offeror was engaged are also provided.
- 1.3. Proposed Organizational Charts and Staffing
 - 1.3.1. Organization Chart - Provide an organizational chart that describes the Offeror's overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs and sections. Indicate the lines of organizational management, authority, and responsibility.
 - 1.3.2. Staffing Chart: Provide a staffing chart that describes the Offeror's proposed program and identifies program staff positions (by name and title, if known) and reporting responsibility. Offeror may combine both the organizational and staffing charts, as long as all of the requested information is presented.
 - 1.3.3. Job Descriptions - Provide a staffing schedule describing all program staff (including administrative and direct service) positions by 1) position title and requirements which may include skills, education, experience, and certifications; 2) position description including decision authorities, reporting responsibilities, and duties; and 3) salary range. Include volunteer and other non-paid positions. Provide

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a hiring and training schedule for hiring and training staff not yet selected. All key staff must be hired within 30 days of contract execution.

1.3.4. Provide a job description for all program staff positions in the Program (including all administrative, support and direct service staff) positions by 1) position title and requirements which may include skills (including linguistic and cultural skills) linguistic, and cultural skills, education, experience, and certifications; 2) position description including range of authorities, reporting responsibilities and title of supervisor and duties; 3) Hourly and annual salary range and benefits. 4) And, if not a full-time position, identify the portion of a full-time position, such as 0.75, 0.5, etc. Include volunteer and other non-paid positions.

1.3.5. **Staff Resumes:** Provide brief resumes for all administrative and program staff who are currently employed by the Offeror or who the Offeror plans to employ to fill positions in the staffing schedule to accomplish the requirements in the Statement of Work. Include the proposed position title from the staffing schedule on each resume. Resumes should provide sufficient information to determine that the person is qualified for his/her assigned position, including history of relevant education and experience. Include a dated letter signed by the prospective employee(s), if not now on staff, indicating the person's commitment to accept employment if a contract is awarded to the Offeror's organization. Letters of commitment shall be the page following the last page of the person's resume. **Do not include social security numbers or home addresses and phone numbers, etc.**

1.4. **County Contracts** – List all County contracts Offeror has had in the last three (3) years. If Offeror has an extensive list of contracts, then list no more than ten (10) contracts, beginning with the most recent, and ending with the oldest of those selected. If Offeror has not had any County contracts, list any relevant contracts for the same or similar types of services in size and scope. Information should include type of contracted services, length of contract, performance outcomes, and compliance issues. County staff will verify contract information.

1.5. **Litigation** – Provide a description of any litigations active and their resolution in the past five (5) years related to the contractor's performance. Provide a copy of a letter from the Offeror's attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent year.

1.6. **References** – Provide a minimum of three (3) business references for the Offeror's most relevant projects or programs within the past five (5) years. County staff will verify the information provided. Each reference should be summarized in no more than one (1) page and should include the following:

1.6.1. Reference organization's name and purpose.

1.6.2. Reference organization's address, phone, and fax numbers.

1.6.3. Contact persons representing the reference organization, title, phone and fax numbers, and e-mail address. The reference contact persons must be familiar with the Offeror and the Offeror's relevant experience and performance.

1.6.4. Brief statement of the person's or organization's relationship to the Offeror and the period of the relationship.

1.6.5. A summary narrative of the applicable work provided; fee and contract term for the work; if the program's service was completed within the original contract fee and term (explain reasons for any fee increase and delays); problems encountered and resolutions; contract objectives and results. Explain how the experience gained could be beneficially applied to this project.

1.6.6. If previous work was not similar, list three (3) references who can attest to your competency.

1.7. Please explain if Offeror or any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body as certified in Paragraph 3.5 of the Representations and Certifications form.

2. Program Description

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

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must be in a separately bound volume(s) and should be cross-referenced in the proposal. In your program service description include the following:

3. Fiscal

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

- 3.1. Fixed Price Pay Points – Complete and submit Exhibit C of the draft contract, which will include your proposed fixed price pay points and hourly rates.
- 3.2. Fiscal Management Process – Briefly outline the internal fiscal management process the organization will use to monitor and ensure that County funding and other revenues are adequate to meet program costs.
- 3.3. Financial Information
 - 3.3.1. Offeror shall provide documentation that the organization has sufficient reserves to maintain the project for *sixty (60) days*. Documentation may include cash and/or credit reserves. In addition, the Offeror shall provide the following information for the last three (3) fiscal years:
 - a) Audited financial statements with the applicable notes;
 - b) Independent Auditor’s Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards;
 - c) Independent Auditor’s Statement of Findings and Questioned costs.
- 3.4. Offeror shall submit documentation that it meets solvency standards and shall state its intention to meet those standards throughout the contract period.

DRAFT PRO FORMA CONTRACT

INCLUDES:

Exhibit A “Statement of Work”

Exhibit B “Pricing/Budget”

Exhibit C “Insurance”

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[Notes: (1) Use Times New Roman 11; (2) Italics indicate where text needs to be revised for each version.]

This Contract ("Contract") is made and entered into on _____ by and between the County of San Diego, a political subdivision of the State of California, ("County") and _____ **[enter full corporate title]** a _____ **[insert legal status (Calif. corp., partnership, etc.)]** ("Consultant"), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County's Director of Purchasing and Contracting is authorized to award this Contract for TANF Diversion Program Technical Consultation Services;
- B. Consultant is specially trained and possesses certain skills, experience, education and competency to perform the work described herein.
- C. **County entered into an interim Contract with Consultant, effective [insert date] to initiate this critical work, while the Contract was being negotiated. County and Consultant finalized negotiations, resulting in this Contract, which supersedes the interim Contract.**

[INCLUDE PARAGRAPH D ONLY IF AN INTERIM CONTRACT WAS USED.]

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Consultant shall, in a good and workmanlike manner and in accordance with the highest professional standards, perform and complete the work and provide the services required of Consultant by this Contract.
- 1.2 Consultant's Key Personnel. Consultant's duties under this Contract shall be performed on behalf of Consultant by _____, **[if more than one, list all names]** Consultant's Key Personnel. Consultant represents and warrants that (1) Consultant's Key Personnel has fulfilled all applicable requirements of the laws of the State of California to perform the work under this Contract and has full authority to act for Consultant hereunder. Consultant's Key Personnel shall perform the work or oversee the performance of the work described in Exhibit A Statement of Work. Consultant's Key Personnel shall not be changed during the Term of the Contract without County's prior written consent. County reserves the right to terminate this Contract pursuant to section 7.1, "Termination for Default," if Consultant's Key Personnel should leave Consultant's employ, or, if in County's judgment, the work hereunder is not being performed by Consultant's Key Personnel.
- 1.3 Independent Contractor. For all purposes under this Contract, Consultant is an independent contractor, and neither Consultant nor Consultant's employees or subcontractors shall be deemed to be employees of County for any reasons. Consultant shall perform its obligations under this Contract according to Consultant's own means and methods of work which shall be in the exclusive charge and under the control of Consultant, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Consultant nor Consultant's employees or subcontractors shall be entitled to any benefits to which County employees are entitled including, without limitation, overtime, retirement, workers' compensation and injury leave.
- 1.4 Consultant's Agents, Employees and Subcontractors. Consultant shall obtain, at Consultant's expense, all agents, employees and subcontractors required for Consultant to perform the services under this Contract. All such services shall be performed by Consultant's Key Personnel, or under Consultant's Key Personnel's supervision by persons authorized by law to perform such services. Retention by Consultant of any agent, employee or subcontractor shall be at Consultant's sole cost and expense, and County shall have no obligation to pay Consultant's agents, employees or subcontractors; to support any such person's or entity's claim against Consultant; or to defend Consultant against any such claim.
 - 1.4.1 Consultant Responsibility. If Consultant uses a subcontractor for any portion of the services required under this Contract, Consultant remains primarily responsible for carrying out all the terms of this Contract, including the subcontractor's performance and insuring that the subcontractor retains and makes its records available in accordance with this Contract. Consultant shall not allow any subcontractor to enter into a sub-subcontract for services under this Contract without County's prior written consent.
 - 1.4.2 Subcontracts. Consultant shall ensure that all subcontracts incorporate by reference the following terms of this Contract: 1.1, 1.3, 1.5, 3.2, 4.3, 4.4, 4.5, 7.1, 7.2, 7.3, 8.1, 8.3, 8.5, 8.8, 8.9, 8.10, 9.1, 9.2, 10.2, 13.1, 13.2, 15.2,

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15.5, 15.6, 15.10, 15.12 and 15.16. If Consultant enters into one or more subcontracts, the subcontract(s) shall not prohibit the subcontractor from negotiating directly with and entering into a contract with County.

1.4.3 Change of Subcontractors. Before Consultant enters into any subcontract with a subcontractor not listed in Exhibit A, Statement of Work, Consultant shall obtain the written consent of the Contracting Officer's Technical Representative ("COTR"). "Subcontractor" means any entity, other than County, that furnishes services or supplies to Consultant that are relevant to this Contract other than standard commercial supplies, office space, and printing services.

1.5 Consultant's Equipment. Consultant has secured or shall secure at Consultant's own expense all persons, employees, labor, supplies, materials, equipment, transportation, printing and facilities, except those expressly specified herein to be furnished by County, to perform the services required under this Contract. All such services shall be performed by Consultant, or under Consultant's supervision, by persons authorized by law to perform such services.

County shall not be responsible nor be held liable for any damage to person or property resulting from the use, misuse or failure of any equipment used by Consultant or any of Consultant's employees, even though such equipment be furnished, rented or loaned to Consultant by County. The acceptance or use of any such equipment by Consultant or any of Consultant's employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify and save harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse or failure of such equipment, whether such damage be to the employee or property of Consultant, other Consultants, County, or other persons. Equipment includes, but is not limited to material, tools and machinery.

ARTICLE 2
SCOPE OF WORK

2.1 Statement of Work. Consultant shall perform the work described in the "Statement of Work" attached as Exhibit A to this Contract, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.2 Right To Acquire Equipment and Services. Nothing in this Contract shall prohibit the County from acquiring the same type or equivalent type of equipment or services from other sources.

ARTICLE 3
CONTRACT TERM

3.1 Contract Term. This Contract shall be effective on **October 1, 2007**, and shall terminate on **June 30, 2008** ("Term").

3.2 Options to Extend. At the Contracting Officer's sole discretion, County may extend the Term of this Contract in one or more increments, for a total of ___ years beyond the expiration of the Initial Term, but in no event shall extend beyond _____, 20___, pursuant to Exhibit B, Payment Terms or the adjustment factor identified. *Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date, that County does not intend to renew the Agreement, this Agreement will be automatically renewed for another year.*

[INCLUDE SECTION 3.2 ONLY IF AUTOMATIC EXTENSION APPLIES.]

ARTICLE 4
COMPENSATION

4.1 Compensation. County will pay Consultant a fee not to exceed \$_____ ("Maximum Compensation"), pursuant to Exhibit B, Payment Terms, for the satisfactory completion of the services specified in Exhibit A, Statement of Work.

4.1.1 Accounting System And Fiscal Monitoring. Consultant shall maintain and use an accounting and financial support system to monitor, control and verify costs.

4.2 Invoices and Payment.

4.2.1 Invoices. Payment for the work performed under this Contract shall be in accordance with Exhibit B, unless Consultant and Contracting Officer agree in writing to another payment method. Consultant shall submit invoices to the COTR as specified in Exhibit B. Consultant's monthly invoices shall include a statement certifying whether it is in compliance with section 8.9 of this Contract.

4.2.2 Payments. County will pay Consultant in arrears only after receipt and approval by COTR of a properly submitted, detailed and itemized original invoice referencing the Contract number and the information specified in Exhibits A and B. Each invoice, or portion thereof, so approved and paid shall constitute full and complete compensation to Consultant for the work completed during the billing period pursuant to Exhibit A and Exhibit B. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

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- 4.2.3 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.2.3.1. Misrepresentation. Consultant, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.2.3.2. Unauthorized Actions by Consultant. Consultant took an action without receiving County's prior approval as required under this Contract.
- 4.2.3.3. Default. Consultant is in default of a term or condition of this Contract.
- 4.3 Availability of Funding. The County's obligation to make any payment under this Contract beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for payment of this Contract.
- 4.4 Reduction in Funding. County may terminate this Contract or reduce compensation and service levels proportionately upon 30 days' written notice to Consultant if Federal, State or County funding for this Contract ceases or is reduced before the expiration of the Term of this Contract. If funding for this Contract is reduced, County and Consultant shall meet within 10 days of written notice to Consultant of a reduction in funding to renegotiate this Contract based upon the modified level of funding. If County and Consultant fail to reach an agreement within 10 days of the first meeting, either party may terminate this Contract with 10 days written notice of termination.
- If this Contract is terminated in accordance with the terms of this subsection, Consultant shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Contract. In no event shall Consultant be entitled to any loss of profits or other compensation on the terminated portion of this Contract.
- 4.5 Disallowance. If Consultant receives payment for work under this Contract which is later disallowed by County, Consultant shall promptly refund the disallowed amount to County on request, or, at its option, County may offset the amount disallowed from any payment due or to become due to Consultant under any Contract with County.

ARTICLE 5
CONTRACT ADMINISTRATION

- 5.1 County's Contracting Officer. The Director of Purchasing and Contracting is designated as the contracting officer ("Contracting Officer") and is the only County official authorized to make any changes to this Contract.
- 5.2 Consultant's Representative. Consultant designates the following individual as the Consultant's Representative: **[add name, address, phone number and email address]**
- 5.3 COTR. The County designates the following person as the Contracting Officer's Technical Representative ("COTR"): **[add name, address, phone number and email address]** The COTR will administer this Contract by chairing progress meetings with Consultant, receiving and approving Consultant invoices for payment, auditing and inspecting Consultant's records, inspecting Consultant's work, and providing other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Contract. Only the Contracting Officer, by issuing a properly executed amendment to this Contract, may change the terms or conditions of this Contract.
- 5.4 Administrative Adjustments. Notwithstanding any provision of this Contract to the contrary, the COTR may make Administrative Adjustments ("AA") to this Contract, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Contract Term or the Maximum Compensation. Each AA shall be in writing and shall be signed by the COTR and Consultant. All inquiries about an AA will be referred directly to the COTR.
- 5.5 Contract Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with Consultant to review the Contract performance. At these meetings, the COTR will apprise Consultant of how County views Consultant's performance, and Consultant will apprise COTR of any problems Consultant is having. Consultant shall also notify the Contracting Officer in writing of any work being performed that Consultant considers beyond the scope of this Contract. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and Consultant. If Consultant does not concur with the minutes, Consultant shall submit a written description of any area of disagreement within 10 days of the meeting. Appropriate action will be taken to resolve any areas of disagreement.

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ARTICLE 6
CHANGES

- 6.1 **Contracting Officer.** The Contracting Officer may at any time, by a written order, make changes (“Changes”), within the general scope of this Contract, in the work to be performed, the time (i.e. hours of the day, days of the week, etc. when Consultant shall perform) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall be modified in writing accordingly.
- 6.2 **Claims.** Consultant must assert any claim for adjustment under this Article within 30 days from the date of receipt by the Consultant of the notification of Change. However, if the Contracting Officer determines that the facts justify such action, the Contracting Officer may receive and act upon any such claim asserted at any time before final payment under this Contract. Where the cost of property made obsolete or excess as a result of a Change is included in Consultant's claim for adjustment, the Contracting Officer may prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact under Article 14, “Disputes,” of this Contract. However, nothing in this subsection shall excuse the Consultant from proceeding with this Contract as changed.

ARTICLE 7
TERMINATION

- 7.1 **Termination For Default.** Upon Consultant's breach of this Contract, County may terminate this Contract in whole or part. Prior to termination for default, County will send Consultant written notice specifying the default. The notice will give Consultant at least 15 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Contract immediately upon issuing oral or written notice to Consultant without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Consultant under this Contract shall become the sole and exclusive property of County. In the event of such termination, County may purchase or obtain the work elsewhere, and Consultant shall be liable for the difference between the prices for the work set forth in this Contract and the actual cost thereof to County.
- 7.1.1 If, after notice of default of this Contract it is determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as a Termination for Convenience.
- 7.2 **Termination For Convenience.** The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.2.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.2.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.2.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.2.5 County’s termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.4.2.1 Improperly submitted claims, or
- 7.4.2.2 Any failure to perform the work in accordance with the Statement of Work, or
- 7.4.2.3 Any breach of any term or condition of the Agreement, or
- 7.4.2.4 Any actions under any warranty, express or implied, or
- 7.4.2.5 Any claim of professional negligence, or
- 7.4.2.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.3 **Suspension Of Work.** The Contracting Officer may order Consultant, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contracting Officer determines is in County’s best interest.
- 7.4 **Remedies Not Exclusive.** The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

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ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Consultant shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.
- 8.2 Consultant's Permits and License. Consultant certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all applicable statutes, ordinances, and regulations, or other laws, that may apply to performance of work hereunder. County may reasonably request and review all such applications, permits, and licenses.
- 8.3 Equal Opportunity. Consultant shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Consultant discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. If Consultant employs 15 or more full-time permanent employees, Consultant shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished by the COTR upon request or may be obtained from the County of San Diego Internet web-site (www.sdcounty.ca.gov).
- 8.5 Drug and Alcohol-Free Workplace. In Board of Supervisors' Policy C-25, County of San Diego Drug and Alcohol Use Policy, the Board of Supervisors recognized that those who perform services or work for County under contract should perform the services or work as safely, effectively and efficiently as possible.
- 8.5.1 Consultant and Consultant's employees, while performing work for the County, or while using County equipment:
- 8.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.5.1.2 Shall not possess, consume or be under the influence of alcohol or an illegal drug.
- 8.5.1.3 Shall not sell, offer, or provide alcohol or a drug to another person.
- 8.5.2 Section 8.5 is a material condition of this Contract. If the Contracting Officer determines that Consultant and/or Consultant's employee(s) has not complied with section 8.5, County may terminate this Contract for default and may also terminate any other Contract Consultant has with County.
- 8.6 Board of Supervisors' Policies. Consultant represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: Board Policy B-67, which encourages the County's contractors to use products made with recycled materials, reusable products, and products designed to be recycled; and Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements. Board of Supervisors Policies are available on the County of San Diego web site. **[NOTE: OTHER POLICIES MAY APPLY FOR CERTAIN TYPES OF SERVICES OR WORK WHICH SHOULD BE SPECIFICALLY REFERENCED.]**
- 8.7 Cartwright Act. Following receipt of final payment under the Contract, Consultant assigns to County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 of Part 2 of Division 7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, materials, or work by the Consultant for sale to County under this Contract.
- 8.8 Hazardous Materials. Consultant shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Consultant shall not store any Hazardous Materials on any County property for more than 90 days or in violation of the applicable site storage limitations imposed by Environmental Law. At its sole expense, Consultant shall take all actions necessary to protect third parties, including, without limitation, employees and agents of County, from any exposure to Hazardous Materials generated or utilized in Consultant's performance under this Contract. Consultant shall report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Consultant shall not be liable to County for County's failure to comply with, or for County's violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, State and local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the "common law"), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. One such law is the Resource Conservation and Recovery Act. As used in this section, the

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term “Hazardous Materials” means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws; or (d) is any other material or substance for which there may be any liability, responsibility or duty on County or Consultant with respect to any third person under any Environmental Laws.

8.9 Debarment And Suspension. Consultant certifies that it, its principals, its employees and its subcontractors:

- 8.9.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 8.9.2 Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 8.9.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.9.4 Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

ARTICLE 9
CONFLICTS OF INTEREST; CONSULTANT'S CONDUCT

9.1 Conflicts of Interest. Consultant presently has no interest including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Contract. Consultant shall not employ any person having any such interest in the performance of this Contract.

9.2 Conduct of Consultant; Privileged Information.

- 9.2.1 Throughout the term of this Contract, Consultant shall inform County of all of Consultant's interests, if any, which are, or which the Consultant believes to be, incompatible with any interests of the County.
- 9.2.2 Consultant shall not accept any gratuity or special favor from individuals or organizations with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Contract.
- 9.2.3 Consultant shall not use for personal gain or make other improper use of privileged information which is acquired in connection with this Contract. The term “privileged information” includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of a contractor in advance of official announcement.
- 9.2.4 Consultant shall not directly or indirectly offer or give any gift, gratuity, or favor to any County employee.

9.3 Prohibited Contracts. Consultant certifies that this Contract does not violate County Administrative Code section 67, and that Consultant is not, and will not subcontract with, any of the following:

- 9.3.1. Persons employed by County or public agencies for which the Board of Supervisors is the governing body.
- 9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1 serve as officers, principals, partners, or major shareholders;
- 9.3.3 Persons who, within the immediately preceding 12 months came within the provisions of sub-section 9.3.1 and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contract, or (2) participated in any way in developing the Contract or its service specifications; and
- 9.3.4 Profit-making firms or businesses in which the former employees described in subsection 9.3.3 serve as officers, principals, partners, or major shareholders.

9.4 California Political Reform Act and Government Code Section 1090 Et Seq. Consultant acknowledges that the California Political Reform Act (“Act”), Government Code section 81000 et seq., provides that consultants hired by a public agency, such as County, may be deemed to be a “public official” subject to the Act if the consultant advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any

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way in such decisions if they have any one of several specified “conflicts of interest” relating to the decision. To the extent the Act applies to Consultant, Consultant shall abide by the Act. In addition, Consultant acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 **Indemnity.** To the fullest extent permitted by law, County shall not be liable for, and Consultant shall defend and indemnify County and its officers, agents, employees and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Consultant shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.
- 10.2 **Insurance.** Before executing this Contract, Consultant shall obtain at its own cost and expense, and keep in force and effect during the Term of this Contract, including all extensions, the insurance specified in Exhibit C, “Insurance Requirements.”

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

- 11.1 **Cost or Pricing Data.** If Consultant submitted cost or pricing data in connection with the compensation provided for in this Contract or any change or modification thereto, the Contracting Officer or his representatives who are employees of the County or its agent may examine all books, records, documents and other data of Consultant related to the negotiation, compensation or performance of the Contract and any change or modification thereto, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.2 **Availability.** The materials described in section 11.1 shall be made available at Consultant’s office at all reasonable times for inspection, audit or reproduction, for a period of three years from the date of final payment under this Contract, or if subsections 11.2.1 or 11.2.2 apply, shall be made available for the period specified in the applicable subsection.
- 11.2.1 If this Contract is completely or partially terminated, the records relating to the work not yet completed or accepted by County shall be made available for a period of three years from the date of any resulting final settlement.
- 11.2.2 Records that are generated during or as a result of resolution of disputes under Article 14 and records related to litigation or the settlement of claims arising out of the performance of this Contract, shall be made available until all such appeals, litigation, or claims have been disposed of, or three years after Contract completion, whichever is longer.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 **Subject to Inspection.** Consultant’s performance (including work, materials, supplies, equipment furnished or used and workmanship related to the performance of this Contract) shall be subject to inspection and testing by County at all times during the Term of this Contract. Consultant shall cooperate with any inspector assigned by the County to determine whether Consultant’s performance conforms to the requirements of this Contract. County shall perform such inspection in a manner that will not unduly interfere with Consultant’s performance.
- 12.2 **Specification and Requirements.** If any work performed by Consultant does not conform to the specifications and requirements of this Contract, County may require Consultant to re-perform the work until it conforms to said specifications and requirements, at no additional cost. County may withhold payment until Consultant correctly performs the work. When the work to be performed is of such a nature that Consultant cannot correct its performance, County may require Consultant to immediately take all necessary steps to ensure that future performance of the work conforms to the requirements of this Contract; and to reduce the Maximum Compensation to reflect the reduced value of the work received by County. If Consultant fails to promptly re-perform the work or to take necessary steps to ensure that future performance of the work conforms to the specifications and requirements of this Contract, County may: a) without terminating this Contract, have the work performed by another consultant or otherwise, in conformance with the specifications of this Contract. County may charge Consultant, or withhold from payments due Consultant, any costs County incurs that are directly related to the performance of such work; or b) terminate this Contract for default.

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ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 **Confidential Information.** All County data, reports, files, memoranda, correspondence, working papers and information relating to County business, shall be considered “confidential information” of County, whether or not the same are marked confidential or proprietary. Consultant shall protect County’s confidential information in the same manner as Consultant protects its own confidential information, but in no case with less than reasonable care. Consultant shall use County’s confidential information only for the purposes of this Contract and shall not disclose or release any such information to third parties with the exception of its employees or subcontractors who require access to such information to perform Consultant’s work under this Contract.
- 13.2 **Publication, Reproduction or Use of Materials.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials produced under this Contract, whether in printed or “electronic” format, shall be the sole and exclusive property of County. No materials produced in whole or in part under this Contract shall be subject to private use, copyright or patent right without the express prior written consent of County. Consultant shall submit reports to County in the form specified by County’s Contract Representative or as may be specified elsewhere in this Contract. County may publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or any other materials prepared by Consultant under this Contract.

ARTICLE 14
DISPUTES

Disputes. Notwithstanding any provision of this Contract to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Contract that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Consultant shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law.

ARTICLE 15
GENERAL PROVISIONS

- 15.1 **Assignment.** Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County, which consent shall not be unreasonably withheld.
- 15.2 **Contingency.** This Contract shall bind County only when approved by the Board of Supervisors or when signed by the Director of Purchasing and Contracting.
- 15.3 **Entire Contract.** This Contract, together with all exhibits attached hereto and other Contracts expressly referred to herein, constitute the entire Contract between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Consultant and requests for proposals from County, are superseded by this Contract.
- 15.4 **Exhibits.** All exhibits referred to herein are attached hereto and incorporated by reference.
- 15.5 **Further Assurances.** The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required to carry out the provisions of this Contract and the intentions of the parties.
- 15.6 **Governing Law.** This Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of San Diego, State of California.
- 15.7 **Headings.** The Article captions and Section headings used in this Contract are inserted for convenience only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 15.8 **Modification and Waiver.** Except as otherwise provided in Article 6, “Changes,” no modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by both parties.
- 15.9 **Neither Party Considered Drafter.** Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in preparing subsequent drafts, neither party shall be deemed to be the drafter of this Contract. In construing this Contract, no provision shall be construed in favor of one party on the ground that the provision was drafted by the other party.

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- 15.10 No Other Inducement. The making, execution and delivery of this Contract by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressed herein.
- 15.11 Notices. Notices required or allowed to be given under this Contract shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three business days after deposit in the U.S. Mail. All notices to County shall be sent to the COTR at the address specified in subsection 5.1. All notices to Consultant shall be sent to Consultant's Representative at the address specified in subsection 5.2. Either party may change the name and address of the person to receive notices for that party by providing written notice of the change to the other party.
- 15.12 Severability. If any term, provision, covenant or condition of this Contract is held to be wholly or partially invalid, void or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and every other term, provision, covenant or condition of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.13 Successors. Subject to the limitations on assignment set forth in subsection 15.1 above, all terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 15.14 Time. Time is of the essence of each provision of this Contract.
- 15.15 Time Period Computation. All periods of time referred to in this Contract shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days. If the date or last date to perform any act or give any notice or approval falls on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.
- 15.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Contract, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 15.17 Corporation in Good Standing. If Consultant is a California corporation, Consultant warrants that it is a corporation in good standing and is currently authorized to do business in California.
- 15.18 Sections that Survive Termination. The following sections or articles shall survive the termination of this Contract: sections 8.7, 8.8, 10.1, 11.2 and Articles 7 and 13.

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

COUNTY OF SAN DIEGO

[CONSULTANT'S NAME]

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

By: _____
Print Name _____
Print Title _____
Date: _____

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: _____
Senior Deputy

By: _____
Print Name _____
Print Title _____
Date: _____

Note: if Consultant is a Calif. corp., need proof (resolution from corp.'s board, etc.) that person who signs contract is authorized to sign, or need one signature from each of the following two groups:

- 1. Executive Group: President, Vice-president or Chairman of Board; and
- 2. Management Group: Secretary, Assistant Secretary, Assistant Treasurer or Chief Financial Officer. (Corp. Code § 313.))

REQUEST FOR PROPOSAL (RFP) NO. 2079
HEALTH AND HUMAN SERVICES AGENCY, MENTAL HEALTH SERVICES
TANF DIVERSION PROGRAM TECHNICAL CONSULTATION SERVICES
EXHIBIT A, STATEMENT OF WORK

1. PURPOSE

Contractor shall provide technical assistance and recommendations to the County of San Diego (County) Health and Human Services Agency (Agency) that will assist the County in improving its Work Participation Rate (WPR) for Temporary Assistance for Needy Families (TANF) clients, and shall also assist County staff to pilot various changes to business practices to help the County meet new Federal participation requirements. Contractor shall conduct research on current Federal, State and local laws and regulations to develop a written report identifying opportunities to reform local policy and practice in order to reduce the welfare caseload and improve work participation rates. A key activity will be proposing new business requirements and training curriculum as part of a pilot of an expanded Diversion Program in San Diego County. With diversion, individuals eligible for the TANF program are offered short-term assistance in the form of lump-sum cash grants, in addition to supportive services, in order that these clients are diverted from the welfare rolls.

2. BACKGROUND

TANF was recently reauthorized, resulting in key changes to federal guidelines for the cash assistance program. The major change was the increased number of individuals considered able to work. This presents a challenge for States and counties to meet the federal WPR, which is used in the determination of federal funding for TANF programs (CalWORKs is the name of the TANF program in California). The Agency convened a group of stakeholders from August to October 2006 to identify strategies to reduce the welfare caseload and improve work participation rates. One strategy recommended was to improve the screening of applications—to identify those CalWORKs clients who could be successfully diverted from welfare by providing one-time assistance, and to better assess employment barriers to participation among clients who should not be diverted. Other strategies were also identified, including new approaches to the provision of supportive services, such as mentor programs, and ensuring that the Agency and its employer partners have a common understanding of what is “work ready” when preparing participants for work. The consultation services being solicited will help the Agency to further refine its strategies and to test or pilot an expanded Diversion Program.

3. SERVICES

Contractor shall at a minimum address the following areas:

3.1 TECHNICAL CONSULTATION SERVICES. Contractor shall review current Federal, State and local laws and regulations to determine if there are opportunities to reform local policy and practice in order to reduce the welfare caseload and improve work participation rates.

3.1.1 Contractor shall produce a written report identifying reforms and implementation options to reduce the welfare caseload and increase participation rates, such as increased use of Diversion, enhancing the County’s Work Experience Program (WEX), and improving data matching of clients to new hire listings (to identify unreported changes in client employment or income).

3.1.2 Contractor shall analyze best practices from other California counties, including but not limited to counties utilizing the CalWIN (California Welfare Information Network) system, and include such analysis as a part of this written report. Contractor’s recommendations shall be feasible within existing Federal and State regulations and Board policy.

3.2 DIVERSION PROCESS IMPROVEMENT. Contractor shall provide County with recommendations, business requirements, and training curriculum to redesign the Agency’s current Diversion Program (lump-sum payments and support services) that will assist more clients with short-term assistance as needed rather than entering the County welfare system.

3.2.1 Contractor shall assist County staff to pilot a redesigned Diversion process in a minimum of two (2) of the six (6) County of San Diego Family Resource Centers, for a minimum of 3 months duration. Contractor shall undertake the following steps to implement the pilot:

3.2.1.1 Identify changes to local eligibility practices in order to expand the use of up-front grant Diversion when appropriate, and in a manner that is compliant with State and Federal requirements and Board policy;

3.2.1.2 Develop business requirements for changes to eligibility practices necessary to expand the use of up-front grant Diversion, in compliance with Local, State and Federal requirements;

3.2.1.3 Coordinate with designated County staff to provide intake staff guidance as to how to enter Diversion information into the CalWIN (California Welfare Information Network) system, as part of the new eligibility practices and business requirements for Diversion.

3.2.1.4 Convene on-site meetings and develop a project plan to ensure Family Resource Center staff and other stakeholders are informed and input reflected;

3.2.1.5 Develop training curriculum and tools to help intake staff implement the new business requirements;

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TANF DIVERSION PROGRAM TECHNICAL CONSULTATION SERVICES
EXHIBIT A, STATEMENT OF WORK

- 3.2.1.6 Offer on-site implementation training for up-front grant diversion for all (100%) of intake staff at the pilot locations;
- 3.2.1.7 Implement a “train-the-trainer” program so that a minimum of 10 County staff will have the knowledge and expertise to disseminate the new Diversion policies and practices across all 6 regions.
- 3.2.2 Contractor shall design a simple performance measurement and tracking process to determine the effectiveness of the up-front Diversion Program, including the utilization of diversion and the number or rate of diverted clients returning for cash assistance within a certain time period.
 - 3.2.2.1 Contractor shall train intake staff in how to collect this information, and include instruction as to how to collect the performance data in the training curriculum for intake staff at the pilot locations and the “train-the-trainer” program;
 - 3.2.2.2 If it is determined that this performance data should continue to be collected on an ongoing basis, Contractor shall coordinate with designated County staff to include collection of performance data as part of staff guidance for tracking Diversion information in the CalWIN system;
 - 3.2.2.3 Contractor shall produce, based on the performance data collected by intake staff and Diversion data in the CalWIN system, weekly Performance Reports on the implementation of new Diversion practices at the pilot sites. Designated County staff will provide to Contractor Diversion data within CalWIN.

In addition to the weekly Performance Reports, Contractor shall also prepare a 3-month Performance Report that compiles the weekly performance data and the diversion data from the CalWIN system to capture the overall effectiveness of the pilot project.

4. DELIVERABLES

- 4.1 Contractor shall provide Interim and Final reports to the County in both paper and electronic (read/write and copyable/editable) formats. Electronic document shall be in Microsoft WORD and provided to County via e-mail and on CD.
- 4.2 Contractor’s reports shall thoroughly describe the findings required herein, which shall include but not be limited to:
 - 4.2.1 A written review of current Federal, State and local laws and regulations to determine if there are opportunities to reform local, San Diego policy and practice in order to improve work participation rates. Best practices from other California counties, including but not limited to CalWIN counties, shall be included in this review. This written review shall identify reforms and implementation options for San Diego County to increase participation rates, such as expanding the use of Diversion, enhancing the County’s Work Experience Program (WEX), and improving data matching of clients to new hire listings.
 - 4.2.2 Recommendations for local policy and practice changes to the County’s current Diversion policy, identifying specific eligibility practice changes and business requirements necessary to expand the appropriate use of up-front grant Diversion.
 - 4.2.3 A project plan for the implementation of new Diversion policy and practice.
 - 4.2.4 A training curriculum on the new Diversion policy and practice.
 - 4.2.5 The provision of two types of training: 1) Training to all intake staff at the pilot San Diego Family Resource Centers; and 2) “Training-to-trainers” so that a minimum of 10 County staff will have the knowledge and expertise to disseminate the new Diversion policies and practices across all 6 regions.
 - 4.2.6 Weekly performance reports on the effectiveness of the implementation of new Diversion practices at the pilot sites. Tracking of the Diversion pilot shall begin when the pilot is initiated, and the first performance report submitted no later than one month after start-up. CalWIN Diversion data, provided by County staff to Contractor, should be incorporated in the weekly performance reports.

A 3-month Performance Report on the Diversion pilot, in which the results of the weekly performance reports (including Diversion data collected within CalWIN), are compiled and analyzed.

5. ASSUMPTIONS

The following will be applied to this TANF Diversion Program Technical Consultation:

- 5.1 Contractor shall provide sufficient FTE with requisite qualifications to complete the requirements outlined in the scope of work above.

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TANF DIVERSION PROGRAM TECHNICAL CONSULTATION SERVICES
EXHIBIT A, STATEMENT OF WORK

- 5.2 Agency shall identify a staff person who shall be the prime contact for project planning and consulting resource management.
- 5.3 County will provide the requisite staff resources with county business knowledge and experience, to work with Contractor engagement team members in completing business process planning and implementation readiness activities.
- 5.4 Agency will provide 2 weeks advance, written notice to Contractor's Representative regarding any requested resource additions, deletions or changes to the contract.
- 5.5 County will actively seek appropriate and adequate user representation for focus groups and extended teams.
- 5.6 Contractor resources staffed on the project will be provided adequate equipment and facilities to provide the requisite services, including cubicle or office space, furniture, telephone connection (including voice-mail), workstation, and Internet connection. Contractor shall provide their own laptop computers.

COUNTY RFP NO. 2079
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
TANF DIVERSION PROGRAM TECHNICAL CONSULTATION
EXHIBIT B – PRICE SCHEDULE

1. PAYMENT SCHEDULE

County will Pay Contractor pursuant to the following:

Phase 1: Technical Consultation and Report:	\$
Phase 2: Diversion Process Improvement Pilot:	\$
Total:	\$

Para No.	Deliverable	Phase	Percent To Be Paid	Submission Date
TECHNICAL CONSULTATION & REPORT				
1.1	Receipt of Draft Report: Review of Laws & Regulations, Best Practices, and Opportunities for Local Reform	1	30%	Days after contract execution
1.2	Receipt of Final Report	1	50%	Days after approval of draft report
1.3	Acceptance of Report	1	20%	Days after approval of final report
DIVERSION PROCESS IMPROVEMENT PILOT				
1.4	Recommendations for Changes to Current Practice	2	10%	Days after contract execution
1.5	Business Requirements & Project Plan	2	20%	Days after approval of Recommendations
1.6	Training Curriculum	2	20%	Days after approval of Business Requirements & Project Plan
1.7	Training Completed and Implementation of Begun	2	30%	Days after approval of Training Curriculum
1.8	Performance Tracking (Submission of 1 st Month of Weekly Performance Reports)	2	10%	er 4 weekly Performance Reports submitted
1.9	3-Month Performance Report	2	10%	Months after implementation of the Pilot

County reserves the right to direct Contractor to proceed with phases and/or tasks described herein out of sequence or concurrently and, with COTR direction, to modify, cancel, terminate or eliminate any or all phases and/or tasks if this is determined to be in the best interests of the community.

6. ADDITIONAL SERVICES

The County may authorize Contractor to perform the Additional Services described below or others not included in the Services described in Exhibit C “Statement of Work.” If authorized, Contractor shall perform Additional Services for a negotiated fee or at the negotiated hourly rate pursuant to the “Price Schedule” in Paragraph 1 above.

Additional Services may include, but not necessarily be limited to the following:

1. Additional public meetings
2. Additional research
3. Additional reports, including conclusions and recommendations
4. Other Services as requested or required by the County.

7. REIMBURSABLE EXPENSES

Consultant shall not be entitled to reimbursable expenses except as printing and postage costs, acquisition of publications and other necessary costs that are specifically directed and authorized in writing by the COTR prior to incurring the cost.

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COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
TANF DIVERSION PROGRAM TECHNICAL CONSULTATION
EXHIBIT B – PRICE SCHEDULE

8. PROFESSIONAL RATE SCHEDULE

County will pay Contractor an hourly rate for any Additional Services County directs Contractor to perform, pursuant to Paragraph 2 above.

	Classification	Name	Hourly Rate
4.1			
4.2			
4.3			
4.4			

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COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
TANF DIVERSION PROGRAM TECHNICAL CONSULTATION
EXHIBIT C- INSURANCE REQUIREMENTS

ARTICLE 1
INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

3. Deductibles and Self-Insured Retentions

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

4. Other Insurance Provisions

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

A. Additional Insured Endorsement

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

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of

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COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
TANF DIVERSION PROGRAM TECHNICAL CONSULTATION
EXHIBIT C- INSURANCE REQUIREMENTS

the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.

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- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

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

13. Waiver of Subrogation

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