

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 962-5264

THERAPEUTIC SUPERVISED VISITATION SERVICES

Issue Date: April 16, 2014

Closing Date: MAY 23, 2014

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle,
phone (559) 600-7110, e-mail countypurchasing@co.fresno.ca.us, or fax (559) 600-7126.

Check County of Fresno Purchasing's Open Solicitations
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S)" ATTACHED.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING
STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) **ISSUING AGENT/AUTHORIZED CONTACT:** This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the

vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

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16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract

that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a 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 a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless

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encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

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OVERVIEW

The County of Fresno on behalf of the Department of Social Services (DSS), is requesting proposals from qualified, experienced organizations to provide children and youth the opportunity for safe, supportive and consistent therapeutic supervised visitation (TSV) services for children and their parents, siblings and relatives. These children and youth have been removed from their parents/caretakers by the Child Welfare Services System (CWS), placed in out-of-home care and are generally under Juvenile Court Order to have supervised visitation. The TSV program uses therapeutic supervised visitation to provide structured mental health therapy designed to help parents better interact with their children. These interventions are designed to prevent or repair damage to the child-parent relationship. A licensed therapist or qualified therapist intern supervises all of the visits and addresses issues to strengthen the child-parent relationship. Visits are generally one hour long; however, visits can be extended to several hours. Therapeutic supervised visits usually do not exceed four hours.

The County seeks one or more providers who can provide TSV services in a family-friendly, home-like environment. The selected vendor(s) must have the ability to serve children of any age who come under the jurisdiction of the Dependency Court. The program is intended to serve 80 unduplicated families with a minimum of 1,600 one-hour sessions annually. Proposals should include sites that are located in, or readily accessible to public transportation, and are in the area of highest CWS child removal rates (zip code areas 93701, 93702, 93706 and 93726). Services in other Fresno County cities or rural areas outside the Fresno/Clovis metro area are also encouraged.

It is the County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods. Based on mutual consent.

Only proposals from qualified vendors who are located within Fresno County and who are able to begin providing services on October 1, 2014 will be considered for funding. (Contract start date anticipated to be October 1, 2014.)

KEY DATES

RFP Issue Date:

April 16, 2014

Vendor Conference:

Vendors are to contact Gary E. Cornuelle at (559) 600-7110 if planning to attend vendor conference.

May 1, 2014 at 9:00 A.M.

County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Deadline for Written Requests for Interpretations or Corrections of RFP:

May 8, 2014 at 10:00 A.M.

E-Mail: gcornuelle@co.fresno.ca.us

RFP Closing Date:

May 23, 2014 at 2:00 P.M.

County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

_____ (Company Name)	Has submitted information identified as Trade Secrets in a separate marked binder.**
_____ (Company Name)	Has <u>not</u> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

_____ Signature	()	_____ Telephone
_____ Print Name and Title	_____ Date	
_____ Address		

_____ City	_____ State	_____ Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a 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 a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a 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;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

(Printed Name & Title)

Date:

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

*** Note: This form/information is not rated or ranked in evaluating proposal.**

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the Proposal Identification Sheet.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or

unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Social Services, Attn: Insurance Clerk, P.O. Box 1912, Fresno, CA 93718, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS

Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599.

Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On May 1, 2014 at 9:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Gary E. Cornuelle at County of Fresno Purchasing, (559) 600-7114, if they are planning to attend the conference.

NUMBER OF COPIES: Submit one (1) original, with two (2) *reproducible compact disc enclosed and five (5) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

***Bidder shall submit two (2) reproducible compact disc (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.**

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see

above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than May 8, 2014 at 10:00 A.M. a.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to CountyPurchasing@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

SCOPE OF WORK

The County of Fresno on behalf of the Department of Social Services (DSS), is requesting proposals from qualified vendors to provide Therapeutic Supervised Visitation Services (TSV) to parents of children who are in the Child Welfare Services (CWS) system.

Introduction

When it is necessary to remove children from a parent or caretaker due to child abuse or neglect, court-ordered services are provided to families to address identified issues and to promote reunification. Visitation is a critical component of these services. Frequent visits between children and their families promote the goal of reunification, support attachment and enhance children's sense of well-being and self-esteem. Consistent, reliable visits also assist parents with parenting skills and aid in the social worker's assessment of the child and family. The goal in all cases is to safely work toward reunification.

Type of visitation depends on the social worker case plan and the progress of the child, parents, sibling and other family members involved in the case plan. Visitation can be therapeutic, supervised (that includes parental direction/coaching from the visitation monitor), observed and unsupervised. This solicitation seeks proposals for the provision of therapeutic supervised visitation.

Families referred for TSV generally involve parents with untreated mental health issues, situations involving sexual abuse where visits are ordered, and the non-offending parent is deemed non-supportive of the child victim, emotional abuse that includes a severe disconnect between parent and child and cases of severe physical abuse.

Therapeutic supervised visitation for a family can occur as often as two times per week or as few as two times per month. Transportation is not part of the requested services. In many cases the foster parent provides transportation to and from the site of the visit.

Children in foster care range in age, and come from a variety of racial, cultural, and ethnic backgrounds. Accounting for people's cultures and unique life experiences is a central element in forming visitation practices. Selected vendors should maintain processes that incorporate cultural competency. This includes appropriate access to all languages spoken by the clients who receive services through this program. Staff must include persons who speak Spanish and Hmong or a written plan of how these languages are to be provided. Based on clientele served, languages may include, but are not limited to, English, Spanish, Hmong, and others. Interpreter services are to be provided by the selected vendor with no delay in services.

Target Population

Children/youth and family members involved with CWS, referred by DSS, for whom it has been determined TSV services is the appropriate level of visitation service. It is anticipated that 80 families will be served annually.

Characteristics

Age, gender, and racial/ethnic group demographics of children and family members receiving TSV services during Fiscal Year 2012/13 are identified below:

Age Group	% of Male Clients in Age Group	% of Female Clients in Age Group	Total % of All Clients in Age Group
0-2	7.5%	15.0%	12.1%
3-5	17.9%	7.5%	11.5%
6-12	29.9%	20.6%	24.1%
13-17	10.4%	13.1%	12.1%
18+	34.3%	43.9%	40.2%
TOTAL	100%	100%	100.0%

Race/Ethnicity	% of Children
African-American	14.9%
White	26.4%
Hispanic	50.0%
Southeast Asian	3.4%
Native American	0.00%
Bi-cultural (White/Hispanic)	1.1%
Bi-cultural (White/African-American)	1.7%
Bi-cultural (Hispanic/African-American)	2.3%
TOTAL	100.00%

The top four zip codes (2013 data) of children who have been placed in foster care are 93701, 93702, 93706, 93726.

Eligible Organizations

Eligible applicants must be legally established entities and may include but are not limited to the following: government agencies, non-profit corporations, private for-profit organizations, partnerships or sole proprietorships, and faith-based organizations.

Program Services

Provider must be able to offer therapeutic supervised visitation at minimum as follows:

1. One (1) therapeutic supervised visit will be defined as 60 minutes/per one (1) licensed therapist or qualified therapist intern; the child(ren) in CWS under case management; and their parent(s)/family members who are present for the therapeutic supervised visit.

2. At DSS request, the initial visit will include an “ice breaker” meeting between the parents and the child’s substitute care providers for the purpose of facilitating greater comfort and communication levels between the parents and substitute care provider to better meet the child’s needs. In consultation with the social worker assigned to the case, the child may be included or excluded from this ice breaker meeting as deemed appropriate, giving consideration to the child’s age, developmental stage and specific circumstances that resulted in the order for TSV.
3. Provide licensed staff with a thorough understanding of child development and attachment and bonding issues for children who have been victims of severe child neglect or abuse and/or parents with mental health issues.
4. Provide therapeutic intervention on an as needed basis during the parents’ visitation series. These interventions will include, but not be limited to addressing parenting skills, assisting parents in improving their bonding to their child, identify techniques for overcoming attachment issues, and providing for the safety of the child. During therapeutic supervised visitation the licensed therapist or qualified therapist intern shall have constant auditory and visual contact with the family. Parents utilizing the therapeutic visitation center are responsible for the care of their child during each visit. The child’s substitute care providers (i.e. foster parent, relative care provider) will be encouraged to bring the child’s food, formula, diapers, extra clothes and health care equipment for the visit.
5. Provide a licensed therapist or a qualified therapist intern to supervise all visits. A qualified therapist intern is a person who has completed their Masters Degree in an appropriate field, and may be used to supervise visits in lieu of licensed therapists at the discretion of the County. If use of therapist interns is proposed, the vendor shall describe in what capacity interns will be used, the ratio of supervisors to interns and protocols for intern training and oversight. It is preferred that use of interns be limited to families exhibiting less severe therapeutic needs. Further, the vendor shall identify how they propose to minimize the turnover of interns in order to provide consistency in the relationships established between therapist interns and the families being served.
6. Provide conjoint therapy for older children. Families will participate in TSV or conjoint therapy, not both. If it is determined that conjoint therapy is more appropriate, TSV should provide a transitional plan including the target symptoms to be addressed.
7. Engage in efforts to minimize the number of cancelled and no-show visitation appointments, with a goal of achieving a cancellation/no-show rate no greater than 10% of scheduled visits. Efforts to minimize the number of cancellations/no-show visits should include, at a minimum, contacting all of the visiting parties by phone at least one time a minimum of 24 hours prior to the scheduled visitation time.
8. Provide written reports and recommendations to CWS and/or to Juvenile Court and provide Court testimony, as requested (see Appendix I).
9. Accept only referrals approved and received from CWS.

Program Requirements

Vendors must agree to provide services and operate their program consistent with requirements included in Appendix I.

Performance Outcomes

All contracts for service will include performance measures. DSS will consider the contractor's performance levels when determining funding recommendations for future years' funding and service agreements. DSS will assist the selected vendor in finalizing their proposed service outcomes during the contract negotiation process.

Primary goals include:

- Improved parent-child attachment and interaction.
- Timely transition to lower levels of visitation.
- Increased likelihood of reunification.

In its RFP response, the contractor shall identify the methods/practices which it will use to achieve these primary goals and how performance outcomes for these goals will be measured.

SCOPE OF WORK PROPOSAL REQUIREMENTS

Proposals shall specifically respond to the following items:

A. Target Population

1. Describe in detail your understanding of the problem, the requested/needed service and the target population to be served through the proposed services.

B. Program Design

1. Provide a detailed description of the proposed project, program goals and objectives.
2. Describe the number of unduplicated families you propose to serve monthly and annually for this project only. "Unduplicated" refers to the number of distinct families to be served.
3. Describe how services will be provided in a culturally competent manner.
4. Describe how the program will determine that a family has made behavioral changes to ensure the safety of the child(ren) and to recommend a transition to lower level visitation.
5. Describe how the program will engage referred parties to increase participation to minimize the number of cancellation/no-show visitation appointments.

C. Organizational Readiness

1. Describe the organization's capabilities to provide the requested service.
2. Describe the administrative structure for the project, including reporting levels and lines of authority. Include an organizational chart and job descriptions of key staff, a list of current Board of Directors, and resumes of currently filled positions.
3. Describe the education and experience of the Program Director/Manager and other key staff as it pertains to program administration.
4. Describe the education and experience of the staff that will conduct therapeutic supervised visitation.
5. If "qualified therapist interns" (as defined in this RFP) are proposed to provide TSV services, describe:
 - a. In what capacity the interns will be used;
 - b. The ratio of supervisors to interns;
 - c. Protocols for intern training and oversight;
 - d. How turnover of qualified therapist interns will be minimized in order to provide consistency in the relationships established between therapist interns and the families being served; and
 - e. The methodology to be used to determine whether assigning a qualified therapist intern is appropriate based on the severity of the identified therapeutic service needs.
6. Describe the education and experience of the person in charge of the program's financial management. Include any pertinent certification (e.g., CPA, CMA, CIA) as it pertains to budgetary, financial, and accounting principles relevant to nonprofit financial management. If the position is vacant, a sample job description must be submitted. If position is filled, include resume.

7. Describe how the organization will ensure that cultural and/or linguistic sensitivity is included in all aspects of program planning and service delivery.
8. Describe how your program will collect and maintain required demographic and service provision data, report data on a monthly basis, and provide ad hoc reports as requested by the Department.
9. Describe in detail how your organization will provide clinical oversight/supervision of staff.

D. Performance Outcomes

1. Describe performance measures and identify anticipated outcomes associated with successfully achieving the primary program goals of: improved parent-child attachment and interaction; timely transition to lower levels of visitation and increased likelihood of reunification.
2. Identify any additional goals proposed to be achieved through provision of therapeutic supervised visitation services and the performance measures and anticipated outcomes associated with successfully achieving these goals.

COST PROPOSAL

Use this section to detail all individual and aggregate expenses in support of your proposal. Bidders are expected to present their proposed expenses in a clear and concise manner that will allow the Review Committee to readily discern the full and true cost associated with each task, activity and/or deliverable. Include rates for all services, materials, equipment, etc., to be provided under the proposal for the proposed project year.

Cost proposals should include an itemized and detailed twelve (12) month budget. The annual costs offered must remain valid for the entire contract period, including all potential contract renewal periods. It is the County's intent to contract with the successful bidder for a term of one (1) year with the option to renew for up to four (4) additional one (1) year periods.

All amounts should be rounded to the appropriate whole number, e.g., \$10.15 should be shown as \$10, or \$10.80 should be shown as \$11; and

To the extent permitted by State and Federal rules and regulations, a one-time advanced payment of up to twenty (20) percent of the total compensation may be requested for start-up cost. Approval of the advance payment is at the sole discretion of the County's Department Director or designee. To receive an advance, a request must be made in writing with a detailed explanation and indicating the exact dollar amount requested. The request can be made any time following the Board of Supervisors approval of the contract but prior to submitting the first invoice. The County's Business office will automatically deduct equal installments from claims submitted for the final six months of the contract.

All proposals must have the following:

A. Proposed Budget Summary - Provide a complete budget for the services that are proposed. Any additional budget categories should be added in the space provided, including start-up items and on-going materials or supplies.

B. Proposed Personnel Detail:

Salaries

Position: Show each staff position that will be providing services.

% Of Time: Indicate the percentage of time for which the individual will provide services under the term of the contract. Number of Months: State the number of months the individual will receive a salary or wages.

Monthly Salary/Hourly Wages: State the individual's total monthly salary, or if paid by the hour, indicate hourly wage multiplied by the number of hours per month. Salary wages funds requested: Total staff salaries/wages to be paid through this contract.

Note: **The administrative rate shall not exceed 15% of total program budget.** To determine the 15% maximum: add all administrative salaries and identified corporate overhead and divide that number by the total program budget.

If the project uses volunteer personnel in the ongoing delivery of services include the position title, number of hours provided by the volunteer and the job duties on a separate sheet of paper. Attach this information to the project proposal.

Payroll Taxes

This includes FICA, SUI, and SDI. List each cost separately and show computations.

Note: The FICA rate is currently 7.65%, which must be paid for all staff. The SUI rate varies for each agency and the cost is computed on the first \$7,000 of salary/wages paid each year.

Benefits

This includes Health Insurance, Life Insurance, Retirement, and other benefits which should be specified.

Note: **Benefits may not exceed 20% of the salaries paid to employees.** Workers' Compensation is an insurance expense and should be entered under Operational Expenses, not under this employee benefit section.

C. Proposed Budget Detail

Show detailed descriptions for Services and Supplies only. Account numbers for each category are listed on the Proposed Budget Summary page. All items to be funded must be shown in detail on this budget page and should be shown on a monthly basis whenever appropriate. Provide as much detail as possible for each category. If more than one item is included in the same category, show the total for the Subtotal Column again in the Total Column. (See example below)

Budget Line Item	Category/Description & Calculation	Subtotal	Total
0250	INSURANCE		
	General Liability	150	
	Fire and Theft	100	
	Worker's Compensation @ 2.3%	675	
			<hr/>
			\$925
0400	EQUIPMENT		
	1 chair @ \$10/mo. x 12 mo.	120	
	1 desk @ \$20/mo. x 12 mo.	240	
	1 file cabinet @ \$10/mo. x 12 mo.	120	
			<hr/>
			\$480

D. Proposed Budget Detail Narrative

The narrative should provide an explanation of the proposed budget amount that will be spent on each budget line item. There is no recommendation for page length. Include explanation of any line item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization. If the provided budget template lacks sufficient space for this, include any additional forms to provide further explanation.

PROPOSED BUDGET SUMMARY (# of Months ____)

VENDOR NAME: _____

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$ _____
Payroll Taxes	0150	\$ _____
Benefits	0200	\$ _____
SUBTOTAL:		\$ _____
SERVICES & SUPPLIES		
Insurance	0250	\$ _____
Communications	0300	\$ _____
Office Expense	0350	\$ _____
Equipment	0400	\$ _____
Facilities	0450	\$ _____
Travel Costs	0500	\$ _____
Program Supplies	0550	\$ _____
Consultancy/Subcontracts	0600	\$ _____
Fiscal & Audits	0650	\$ _____
Indirect Costs	0700	\$ _____
SUBTOTAL:		\$ _____
TOTAL EXPENSES		\$ _____

Note: Costs such as mileage should be included under Transportation. Additional costs such as training and conferences will not be allowed. If a bidder requires consultant services, this can be included in "Contracts" but must accompany a detail description and justification in the Proposed Budget Detail Narrative. Bidders may list additional expenses under "Other" but the County reserves the right to approve these costs upon award notification.

PROPOSED BUDGET PERSONNEL DETAIL

VENDOR NAME: _____

SALARIES

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested

Total Salaries/ Wages \$ _____

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

<u>Benefit Item (Calculation)</u>	<u>Item Total</u>
_____	_____
_____	_____
_____	_____

Total Benefits: \$ _____

TOTAL SALARIES AND BENEFITS: \$ _____

PROPOSED BUDGET DETAIL (Services and Supplies)

VENDOR NAME: _____

[illegible]

PROPOSED BUDGET DETAIL NARRATIVE

VENDOR NAME: _____

Explain the amounts entered in the Proposed Budget Detail. A clear and concise narrative shall provide a detailed explanation of the proposed budget amount that will be spent on each budget line item. There is no recommendation for page length.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

V. TRADE SECRET:

A. Sign where required.

VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VII. REFERENCES

VIII. PARTICIPATION

IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

X. VENDOR COMPANY DATA: (3 Pages Maximum) This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency

- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.

XI. SCOPE OF WORK: (20 Pages Maximum)

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
 - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work Proposal Requirements" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work Proposal Requirements" items. Each description should begin with a restatement of the "Scope of Work Requirements" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.

XIII. CHECK LIST

AWARD CRITERIA

1. Does the bidder provide company information that demonstrates their experience and capacity to provide the requested services?
2. Does the bidder provide a comprehensive response, consistent with the intent of the RFP, to all areas listed in the Scope of Work Proposal Requirement section?
 - a. An understanding of the problem and the target population proposed to be served;
 - b. A program design, goals and objective consistent with the Department's needs;
 - c. Organizational readiness to provide the requested services;
 - d. Specific performance measures and outcomes associated with achieving the primary program of improved parent-child attachment and interaction; timely transition to lower levels of visitation; and increased likelihood of reunification;
 - e. An understanding and ability to comply with all other items identified in Appendix I.
3. Does the bidder provide all information requested in Cost Proposal, and is the proposed budget in the County's best interest?

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ The Request for Proposal (RFP) has been signed and completed.
2. _____ Addenda, if any, have been completed, signed and included in the bid package.
3. _____ One (1) original plus five (5) copies of the RFP have been provided.
4. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
5. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
6. _____ The completed *Participation Form* as provided with this RFP.
7. _____ The completed *Reference List* as provided with this RFP.
8. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
9. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>962-5264</u>
Closing Date:	<u>May 23, 2014</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Therapeutic Supervised Visitation Services</u>

Return Checklist with your RFP response.

APPENDIX I

THERAPEUTIC SUPERVISED VISITATION PROGRAM REQUIREMENTS

Services must be delivered in compliance with Family Code 3200.5 and Court Standards 5.20. Selected portions of the standards identified in Family Code 3200.5 and Court Standards 5.20 are identified below. However, the vendor and its therapeutic supervised visitation therapists shall be responsible for understanding and complying with all applicable aspects of the Family Code and Court Standards regardless of their inclusion in or exclusion from this RFP.

Frequency and Hours of Service and Location

- Vendor must be able to accommodate no less than four (4) one-hour therapeutic visits each day for a total of no less than twenty (20) visits a week. Staffing should be flexible and designed to match the needs and availability of the parents and their care provider. This may include some evenings and weekends. Approximately two clients per week request after hours or weekend visits (approximately eight (8) hours per week).
- TSV services shall be provided at a location within or readily accessible to public transportation from the areas of highest referral/child removal rates (zip code areas: 93701, 93702, 93706 and 93726). DSS is also interested in providing accessible service to families who are located in more rural parts of the County. Vendors who wish to serve a limited number of families located at a site(s) in cities or rural areas outside the Fresno/Clovis metro areas are encouraged to identify such site(s) within their proposal.

Therapeutic Provider Qualifications

A “therapeutic provider” is a licensed mental health professional paid for providing supervised visitation services, including a psychiatrist, a psychologist, a clinical social worker, a marriage and family counselor, or a post-Masters intern working under direct supervision of a qualified mental health professional. The selected contractor will ensure each staff providing therapeutic supervised visitation services is fingerprinted and the fingerprints processed through a LiveScan and Child Abuse Index search process. The “therapeutic provider” shall:

- Be 21 years of age or older;
- Have no conviction for driving under the influence (DUI) within the last 5 years;
- Not have been on probation or parole for the last 10 years;
- Have no record of a conviction for child molestation, child abuse, or other crimes against a person;
- Have proof of automobile insurance if transporting the child;
- Have no civil, criminal, or juvenile restraining orders within the last 10 years;
- Have no current or past court order in which the provider is the person being supervised;
- Be able to speak the language of the party being supervised and of the child, or the provider must provide a neutral interpreter over the age of 18 who is able to do so;
- Have no conflict of interest with the clients; and
- Agree to adhere to and enforce the Court Order regarding supervised visitation.

Ratio of Children to Therapeutic Provider

Staffing should be maintained at a 1:1 ratio: One (1) therapeutic provider per visitation service unit or group, one (1) family per visitation room, at any time. However, at the discretion of the therapeutic provider, up to two therapeutic providers including two licensed therapists or one

licensed therapist and one qualified therapist intern may be used for visits that include greater than six (6) participants (parent(s), children and other family members). Other factors to consider for staffing ratios of participants to a professional provider should be contingent on:

- The degree of risk factors present in each case;
- The nature of supervision required in each case;
- The number and ages of children to be supervised during a visit;
- The number of people visiting the child during the visit;
- The duration and location of the visit; and
- The experience of the licensed therapist and/or qualified therapist intern.

In any visitation where staffing is provided at a greater than 1:1 ratio of therapeutic provider per family group, documentation shall be provided justifying the use of additional providers.

Delineation of Terms and Conditions

The provider bears the sole responsibility for enforcement of all the terms and conditions of any therapeutic supervised visitation service provided herein. Unless otherwise ordered by the Court, the provider should:

- Monitor conditions to assure the safety and welfare of the child;
- Enforce the frequency and duration of the visits as Ordered by the Court and County;
- Avoid any attempt to take sides with any party;
- Ensure that all contact between the child and the noncustodial party is within the provider's hearing and sight at all times, and that discussions are audible to the provider;
- Speak in a language spoken by the child and the noncustodial party;
- Allow no derogatory comments about the parent, his or her family, caretaker, child, or child's siblings;
- Allow no discussion of the Court case or possible future outcomes;
- Allow neither the provider nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions unless permission has been granted by County;
- Allow no spanking, hitting, or threatening the child;
- Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs;
- Allow no emotional, verbal, physical, or sexual abuse; and
- Ensure that the parties follow any additional rules set forth by the provider, Department of Social Services or the Court.

Maintenance and Disclosure of Records

Therapeutic providers will keep a record of the visits for each case. Any critical incident report will be provided no later than 24-hours following the incident. Therapeutic supervised visitation reports shall include:

- The date, time, and duration of the contact or visit;
- Who attended the visit;
- The therapeutic provider who conducted the visit;
- A summary of activities during the visit;

- An account of critical incidents, including physical or verbal altercations and threats;
- Violations of protective or court visitation orders;
- Any failure to comply with the terms and conditions of the visitation;
- Any incidence of abuse as required by law; and
- Actions taken by the provider, including any interruptions, terminations of a visit, and reasons for these actions. If a visit is temporarily suspended or terminated, the professional provider should state the reasons for the action taken in writing and provide the written statement to the visitation parties, their attorneys, the attorney for the child, and the County immediately upon suspension or termination or as soon thereafter as feasible, but in no case later than three (3) days following the action.

Case recordings and therapeutic supervised visitation reports will be limited to facts, observations, and direct statements made by the parties, not personal conclusions, suggestions, or opinions of the provider. All contacts by the provider in person, in writing, or by telephone with any party (County, contractor or family member), the children, the court, attorneys, mental health professionals, and referring agencies should be documented in the case file. All entries should be dated and signed by the person recording the entry.

If ordered by the Court, requested by the County under this bid, or requested by either party or the attorney for either party or the attorney for the child, a report about the supervised visit will be produced. These reports should include facts, observations, and direct statements and not opinions or recommendations regarding future visitation unless ordered by the Court.

Any identifying information about the parties and the child, including addresses, telephone numbers, places of employment, and schools, is confidential, should not be disclosed, and should be deleted from documents before releasing them to any Court, attorney, attorney for the child, party, mediator, evaluator, mental health professional or non-county social worker, except as required in reporting suspected child abuse.

Legal Responsibilities and Obligations of the Therapeutic Provider

All providers of therapeutic supervised visitation should:

- Advise the parties before commencement of therapeutic supervised visitation that no confidential privilege exists;
- Report suspected child abuse to the appropriate agency, as provided by law, and inform the parties of the provider's obligation to make such reports;
- Suspend or terminate visitation under items listed in this section;
- Keep recordings of all actions which have taken place regarding the therapeutic supervised visitations;
- Keep records in a secure area and secured in accordance with Division 19, Confidentiality of Information;
- Prepare a written contract to be signed by the parties before commencement of the therapeutic supervised visitation. The contract should inform each party of the terms and conditions of therapeutic supervised visitation;
- Review custody and visitation orders relevant to the therapeutic supervised visitation;
- Implement an intake and screening procedure; and
- Comply with additional requirements as stated within County request or Court Orders.

Facility Requirements and Preferences

The visitation center site(s) should be a home-like setting with clean, well lit rooms and kitchen facilities that are available for families to prepare meals together. The environment should be child friendly and the visitation rooms need to be age appropriate in design and decoration. Examples include infant appropriate rooms with carpet on the floor for crawling and other rooms with age appropriate activities available for older youth and their families to engage in together. Visitation sites should offer a level of structure so that families can learn or re-learn how to interact appropriately. More specifically, at a minimum, all facilities where services are provided are required to have:

- Visitation rooms no smaller than 10' x 10' in size
- Kitchen and dining facilities
- Adequate parking
- Handicapped accessibility
- Diapers & wipes
- Protective gloves & masks
- Toys for a variety of age groups
- Digital camera available to take pictures of children and family
- Provide regular janitorial service (State the frequency of service)
- Regular cleaning of toys (State the frequency and method of cleaning)
- Written plan of maintenance/cleaning for visitation rooms, toys, and other supplies;

County prefers these additional amenities:

- Child size furniture
- Playground/outside fenced play area
- Videotape surveillance capability

Administrative Requirements

- Participate in regularly scheduled meetings (up to once per month) with County contract management and programs staff to discuss contract and program service and objectives;
- Participate in Team Decision-Making and Reunification meetings or case staffing on a scheduled basis or as required at County specified locations;
- Maintain case files for each individual participant;
- Within 48 hours of receipt of an approved referral, make contact with the parent(s)/care provider to coordinate a visit. Contractor will develop a system/process to ensure parent(s)/care provider visitation attendance (i.e. visitation reminders by phone and other means as appropriate);
- Plan and make available appropriate activities for parents and children for each visit which take into consideration holidays and seasons including cultural, religious and ethnic differences of the clients who are served (list such planned activities);
- Special life events of a child such as birthdays are important celebratory events. A large room or an alternate location within the community where supervised visits for birthdays may occur will be secured/provided for these events;
- Develop a master calendar to reflect visitation scheduled time slots and staff utilization, and provide to County on a monthly basis;

- Ensure the therapist completing the therapeutic visit will be responsible for documenting each visit and provide a monthly summary report to the Juvenile Dependency Court and all social workers assigned to the case. The monthly report will be due no later than the 10th day of the subsequent month, or upon request, and can be submitted via email. This documentation will identify: the date(s) and time(s) of visit(s); target symptoms; outcome measures; and evaluate progress toward target symptoms; the participants; description of the parent's interaction with their child; positive interactions and any concerns observed during each visit; and how receptive the parents were to improving their skills through the therapist's intervention. This information is to remain confidential and should only be provided to the Court and the social worker(s) assigned to the case;
- Vendor to provide summary reports at three (3) months and following each subsequent three (3) month period in which services are provided, outlining overall target symptoms measures taken, the therapist's observations, progress and any recommendations including further therapeutic intervention based on needs and skills of the parents' interaction with their child. The therapist may also recommend increasing or decreasing the visitation based on individual needs of the family, consultation with the case manager and the therapist's observations. The vendor should re-evaluate TSV visits every three (3) months to determine the appropriateness and continued benefit of TSV services.
- The therapist will confer with the social worker at least once a month to discuss the parent's progress and any concerns with the parent-child relationship;
- Therapists will report within 24 hours to DSS administration any incidents, events, situations, or occurrences that may meet the criteria for critical incidents as defined by the DSS. Critical incident criteria include a child's death or serious injury; any physical, emotional, or mental injury or abuse by other foster children, including sexual abuse, or by any care providers while placed in out of home care, or living with parents. Critical incidents also include any incidents or allegations of injury or abuse that are reported to the media or are likely to become high profile incidents within the region and the scope of Fresno County DSS;
- Serve eighty (80) families with a minimum of 1,600 one hour sessions in a 12-month period. Visits may include siblings (more than one child during the visit); and
- Notify the DSS Visitation Coordinator within 24 hours of any cancelled visits or "no-show" visits via the DSS visitation e-mail in-box.

Temporary Suspension or Termination of Therapeutic Supervised Visitation

- All therapeutic providers should make every reasonable effort to provide a safe visit for the child and the noncustodial party;
- If a therapeutic provider determines that the rules of the visit have been violated, the child has become acutely distressed, or the safety of the child or the provider is at risk, the visit may be temporarily interrupted, rescheduled at a later date, or terminated;
- All interruptions or terminations should be recorded in the case file; and
- All therapeutic providers should advise both parties of the reasons for interruption of a visit or termination.

Therapeutic Provider Training

Each provider of therapeutic supervised visitation services is required to demonstrate their ability to provide during each fiscal year of services, training opportunities for their staff which will include: informational materials about the role of a provider, the terms and conditions of

therapeutic supervised visitation, and the legal responsibilities and obligations of a provider under this standard. In addition yearly training opportunities will include the following subjects:

- The role of a therapeutic provider;
- Observation techniques;
- Child abuse reporting laws;
- Culture Competency and Disproportionality of African-American families in Child Welfare;
- Record-keeping procedures;
- Screening, monitoring, and termination of visitation;
- Developmental needs of children;
- Legal responsibilities and obligations of a provider;
- Cultural sensitivity;
- First Aid and certification;
- Conflicts of interest;
- Confidentiality;
- Civil Rights; and
- Issues relating to substance abuse, child abuse, sexual abuse, and domestic violence.

Safety and Security Procedures

All providers should make every reasonable effort to assure the safety and welfare of the child and adults during the visitation. Supervised visitation centers will establish a written protocol with the assistance of the local law enforcement agency that describes the emergency assistance and responses that can be expected from the local law enforcement agency. In addition, the therapeutic supervised visitation service provider will:

- Establish and state in writing minimum security procedures and inform the parties of these procedures before the commencement of supervised visitation;
- Conduct comprehensive intake and screening to assess the nature and degree of risk for each case;
- Establish written procedures that must be followed in the event a child is abducted during supervised visitation; and
- Suspend or terminate supervised visitation if the provider determines that the risk factors present are placing in jeopardy the safety and welfare of the child or provider.

The procedures for intake should include separate interviews with the parties before the first visit. During the interview, the provider should obtain identifying information and explain the reasons for temporary suspension or termination of a visit under this standard. If the child is of sufficient age and capacity, the provider should include the child in part of the intake or orientation process. Any discussion should be presented to the child in a manner appropriate to the child's developmental stage.

The service provider will obtain during the intake process or will have obtained from the County:

- Copies of any protective order;
- Current court orders;
- Any Judicial Council form relating to supervised visitation orders;
- A report of any written records of allegations of domestic violence or abuse; and
- An account of the child's health needs if the child has a chronic health condition.

Safety Considerations for Sexual Abuse Cases

In cases where there are allegations of sexual abuse, in addition to the requirements of the safety and security procedures above, the provider should comply with the following terms and conditions, unless otherwise ordered by the Court:

- Allow no exchanges of gifts, money, or cards;
- Allow no photographing, audio taping, or videotaping of the child;
- Allow no physical contact with the child such as lap sitting, hair combing, stroking, hand holding, prolonged hugging, wrestling, tickling, horse playing, changing diapers, or accompanying the child to the bathroom;
- Allow no whispering, passing notes, hand signals, or body signals; and
- Allow no supervised visitation in the location where the alleged sexual abuse occurred.

Confidentiality

Communications between parties and providers of therapeutic supervised visitation services are not protected by any privilege of confidentiality. The psychotherapist-patient privilege does not apply during therapeutic supervision. Therapeutic providers should, whenever possible, maintain confidentiality regarding the case except when:

- Ordered by the Court;
- Subpoenaed to produce records or testify in Court;
- Requested to provide information about the case by a mediator or evaluator in conjunction with a Court-Ordered mediation, investigation, or evaluation;
- Required to provide information about the case by Department of Social Services; or
- Requested to provide information about the case by law enforcement.

Court Standards

Therapeutic Supervised Visitation Service providers and all documentation are subject to subpoena at any time. Additionally, the Department reserves the right to visit the facility to observe visits and to review any and all records pertaining to Therapeutic Supervised Visitation Services at any time (with or without notice). The Rules of Court Standard are to be followed and adhered to by all selected vendors of services (<http://www.courtinfo.ca.gov/rules/>).

Conflict of Interest

All providers should maintain neutrality by refusing to discuss the merits of the case or agree with or support one party over another. Any discussion between a provider and the parties should be for the purposes of arranging visitation and providing for the safety of the children. In order to avoid a conflict of interest, the provider should not:

- Be financially dependent on the person being supervised;
- Be an employee of the person being supervised;
- Be an employee of or affiliated with any superior court in the county in which the supervision is ordered unless specified in the employment contract; or
- Be in an intimate relationship with the person being supervised.