



County of San Diego

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DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
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December 20, 2016

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUESTS FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES**

SUMMARY

The County of San Diego, Health and Human Services Agency (HHSA) AND San Diego Workforce Partnership (SDWP) are issuing a joint solicitation for proposals from qualified organizations to provide services that equip eligible foster youth, between the ages of fourteen (14) and their twenty-first (21st) birthday, with the knowledge and skills needed to make informed decisions in key life skill areas. HHSA Child Welfare Services (CWS) and SDWP share a commitment to assisting youth who age out of foster care to avoid unemployment, dependency on public assistance, homelessness, or incarceration as they transition to independence by providing a variety of acceptable services.

The programmatic approach will be site-based with a two (2)-tiered service level to be provided in designated regions (refer to Attachment 1, Regions). A site-based approach is intended to provide, to the greatest extent possible, the continuum of opportunities in one location. Locations must be designed to be accessible to youth and to provide a sense of community. Tier 1, primarily funded by the County, will provide a wide array of life skills programs, workshops and supportive case management. This first level is voluntary for eligible youth who may participate at any level of commitment. Tier II, primarily funded through the Workforce Innovation and Opportunities Act (WIOA), will provide a more intensive level of service to youth who are willing to participate and commit to the WIOA services and outcomes.

Tier 1 Services

Services in this tier will include life skills classes, workshops and special events along with case management for all current and former foster youth eligible for Independent Living Skills (ILS) services. Services are designed to help all referred youth develop skills to achieve self-sufficiency. Tier I services include assessments of youth to determine if they would benefit from additional WIOA-funded services.

Tier II Services

In addition to supporting activities which aid youth in gaining life skills, Tier II services include a continuum of intensive educational support, work readiness, work preparation and support, career exploration and placement in both subsidized and unsubsidized employment.

RFP/Award Information

Successful offeror(s) in each region (refer to Attachment 1, Regions) will be awarded two (2) contracts, one (1) for the Independent Living Skills (ILS) services (County) and one (1) for the Workforce Innovation and Opportunities Act (WIOA)-funded program (SDWP). For this solicitation, offerors are required to submit a single proposal for each region which includes a proposed program design incorporating the ILS- and WIOA-funded program requirements. Additionally, offerors are required to respond to all requirements as listed in the RFP Evaluation and Submittal Requirements included in this packet. Successful offerors will be required to submit two (2) budgets and two (2) monthly claims, one (1) for each separate contract. Successful offerors shall also be required to use two (2) secure web-based reporting systems to record client data and outcome achievements.

The intended outcomes of the proposed programs funded through this RFP process are:

- Achieving measurable skills gains
- Completing secondary school
- Entering into post-secondary school or advanced training
- Becoming employed with stable income
- Maintaining stable housing
- Establishing a relationship with a supportive adult

CONTRACT PERIOD

The initial contract period is anticipated to be from July 1, 2017 through June 30, 2018, for a period of one (1) year. The County reserves the right to exercise options for four (4) additional option terms of up to one (1) year each for a potential total contract term of five (5) years through June 30, 2022.

The estimated annual allocation for each year of the contract, subject to availability of funding, is approximately \$1,147,626.00 for the ILS (County) contract(s) and \$550,000.00 for the San Diego Workforce Partnership (WIOA-funded) contract.

RFP CONTENT

This RFP package includes the following, and distinguishes the documents between the County of San Diego and the San Diego Work Partnership:

- Cover letter to the RFP
- Cover Page (PC600 Form): Requests necessary Offeror information and includes the Offeror's signed authorization for the proposal
- Representations and Certifications Form: Requests additional Offeror information related to 501(c)(3) status, affirmative action and pricing
- Nondisclosure Indemnification Agreement Form
- Contract Conflict Certification Form
- Disabled Veterans Business Enterprises (DVBE) Forms
- RFP Terms and Conditions
- RFP Evaluation and Submittal Requirements
- County of San Diego Documents
 - Draft Agreement
 - Draft Exhibit A, Statement of Work
 - Draft Exhibit B, Insurance Requirements
 - Reference B, County Budget Instructions for Independent Living Skills (attached separately in BuyNet as an Excel document titled "rfp_7611_ref_b_budget_instructions_ILS.xlsx")
 - Draft Exhibit C, Proposed Budget (attached separately in BuyNet as an Excel document titled "rfp_7611_exh_c_budget_ILS.xlsx")
 - Attachment 1 – Regions

- Attachment 2 – Definitions
- Attachment 3 – Sample TILP (attached separately in BuyNet as an Excel document titled “rfp_7611_attach_3_sample_tilp_county.pdf”)
- Attachment 4 – Sample STEP-TILP (attached separately in BuyNet as an Excel document titled “rfp_7611_attach_4_sample_step-tilp_county.pdf”)
- Attachment 6 – Housing Plan
- Attachment 7 – ILS Quarterly Performance Report (attached separately in BuyNet as an Excel document titled “rfp_7611_attach_7_qpr_county.xlsx”)
- San Diego Workforce Partnership Documents
 - Draft Exhibit D – Sample WIOA Contract
 - Draft Exhibit E – WIOA Budget Template (attached separately in BuyNet as an Excel document titled “rfp_7611_exh_e_budget_WIOA.xlsx”)
 - Attachment 5 – Reference Materials (WIOA)
 - Attachment A – General Provisions (WIOA) (attached separately in BuyNet as a Word document titled “rfp_7611_attach_a_gen_provisions_WIOA.docx”)
 - Attachment B – Miscellaneous Provisions (WIOA)
 - Attachment D – Youth Performance Measures (WIOA) (attached separately in BuyNet as a Word document titled “rfp_7611_attach_d_youth perf measures_WIOA.docx”)
 - Attachment E – Technology Requirements (WIOA)
 - Attachment F – Communications Agreement (WIOA)
 - Reference C – WIOA Budget Instructions
 - Requirement 1 – SDWP Performance Goals Matrix (attached separately in BuyNet as an Excel document titled “rfp_7611_req_1_SDWP perf goals matrix.xlsx”)
 - Requirement 2 – SDWP Procurement Guidelines
 - Requirement 3 – SDWP Budget Narrative
- Map of the County Operations Center (COC) (attached separately as a document titled “coc_map.pdf”)

AWARD

This RFP will be a competitively negotiated procurement. The County may decide to award the contract without negotiation; therefore, Offerors are strongly encouraged to submit their **best** proposal initially. The County reserves the right to award contracts to the Offeror submitting the proposal determined to be the most advantageous to the County’s best interest, price and other factors included.

PROPOSAL DUE DATE

Submit one (1) original complete proposal in hard copy (marked “Original”), ten (10) hard paper copies (marked “Copy”), and two (2) .pdf document of the full proposal on compact disk (CD) format, using Microsoft Word and Excel and/ or Adobe Acrobat, to the County of San Diego, Department of Purchasing and Contracting, at the address stated below above in a sealed envelope or package prior to **THURSDAY, JANUARY 26, 2017**. The CDs is to be submitted with the original copy of the proposal.

Please note: In the event that any documentation contained in the CDs conflicts with any documentation in the original proposal submitted in hard copy, precedence shall be: first (1st) the original hard copy; second (2nd) the CDs.

Clearly mark the exterior of the envelope or package with “**RFP NO. 7611**”, and include the name and address of the Offeror. If delivering your proposal on the due date, plan to arrive early as parking may be limited.

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

Please note: The original proposal shall be in black ink on white paper and not include photos and/or graphs and charts that include the use of color and/or shading. Copies used by the Source Selection Committee are not limited to black and white similar to the original proposal, but may make use of color and shading such as color paper, shaded graphs and tables, and color fonts.

PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference will be held on **FRIDAY, JANUARY 6, 2017**, beginning at **2:00 PM, Local Time**, at the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA 92123-1204. **Please refer to parking information below.** Although questions may be allowed at the Pre-proposal Conference, only written responses issued in an addendum issued through BuyNet are official for this RFP. **Please note:** Although the conference is not mandatory, attendance is **highly** encouraged.

QUESTIONS

Questions and requests for clarification related to the definition or interpretation of this RFP must be requested in writing and submitted by email prior to **3:00 PM** on **WEDNESDAY, JANUARY 11, 2017**. Questions and requests for clarification received after this date will not be answered.

Questions are to be submitted in writing by email to: Hank.Ramirez@sdcounty.ca.gov

*****NEW ADDRESS FOR DEPARTMENT OF PURCHASING AND CONTRACTING*****

The Department of Purchasing and Contracting has moved to its new location at the County Operations Center at 5560 Overland Avenue, Suite 270, San Diego, CA 92123-1204. Parking is **highly recommended** on floors 1 through 5 of the parking structure located on Farnham Street. Please note the parking restrictions identified by the green restricted parking signs.

PLEASE REVIEW THE MAP ATTACHED TO BUYNET TITLED “coc_map.pdf”.

If you have any questions or comments regarding this solicitation, please contact Hank Ramírez, Procurement Contracting Officer, by email at: Hank.Ramirez@sdcounty.ca.gov.

**COUNTY OF SAN DIEGO, DEPARTMENT OF PURCHASING AND CONTRACTING
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES**

PROPOSAL COVER PAGE

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Proposal

PROPOSAL DUE DATE: THURSDAY, JANUARY 26, 2017, PRIOR TO 3:00 PM, local San Diego time

SUBMIT PROPOSALS IN SEPARATE SEALED ENVELOPES OR PACKAGES MARKED ON THE OUTSIDE WITH "RFP NO. 7611" AND THE OFFEROR'S NAME AND ADDRESS. SUBMIT THE PROPOSALS TO:

County of San Diego
Department of Purchasing and Contracting
5560 Overland Avenue, Suite 270
San Diego, CA 92123-1204

For information, please contact:

HANK RAMÍREZ, Procurement Contracting Officer
(858) 505-6398
Hank.Ramirez@sdcounty.ca.gov

DESCRIPTION

The County of San Diego, Health and Human Services Agency (HHS) AND San Diego Workforce Partnership (SDWP) are issuing a joint solicitation for proposals from qualified organizations to provide services that equip eligible foster youth between the ages of fourteen (14) and their twenty-first (21st) birthday with the knowledge and skills needed to make informed decisions in key life skill areas. This joint solicitation may result in one (1) or more sets of Independent Living Skills (County) and Workforce Innovation and Opportunities Act (WIOA)-funded contracts. This combined effort improves client support, eliminates unnecessary service duplication and encourages effort to leverage available resources. This procurement may result in one or several contracts.

CONTRACT PERIOD

The initial contract period is anticipated to be from July 1, 2017 through June 30, 2018, for a period of one (1) year. The County reserves the right to exercise options for four (4) additional option terms of up to one (1) year each for a potential total contract term of five (5) years through June 30, 2022.

PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference is scheduled for **FRIDAY, JANUARY 6, 2017**, beginning at **2:00 PM, Local Time**, at the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA 92123-1204.

TO BE COMPLETED BY OFFEROR

OFFEROR INFORMATION (Type or Print)

Offeror Company/Organization Name

Offeror Address

Offeror City, State, Zip

()

Offeror Telephone Number

Offeror Website Address

()

Offeror Fax Number

NAME, TITLE & CONTACT NUMBER OF PERSON
AUTHORIZED TO SIGN OFFER (Type or Print)

Authorized Representative Name

Authorized Representative Title

Authorized Representative Email Address

()

Authorized Representative Telephone Number

SIGNATURE

I certify that I am authorized to execute and submit this proposal on behalf of the offeror listed above; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

Authorized Representative Signature

Date

SUBMIT THIS COMPLETED FORM AS PAGE ONE OF THE PROPOSAL

REQUEST FOR PROPOSALS (RFP) NO. 7611
COUNTY OF SAN DIEGO, DEPARTMENT OF PURCHASING AND CONTRACTING
REPRESENTATIONS AND CERTIFICATIONS

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
☐ For-profit ☐ Non-profit ☐ Government
Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**
In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? ☐ Yes ☐ No
 - 3.2. Are you certified by the State of California as a:
☐ Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
☐ Small Business Enterprise (SBE)
Certification #: _____
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
☐ Veteran Owned Small Business (VOSB)
Certification #: _____
☐ Service Disabled Veteran Owned Small Business (SDVOSB)
Certification #: _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
 - 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
 - 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
 - 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.
5. **CURRENT COST OR PRICING**
Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____ Signature: _____

Title: _____ Date: _____

Company/Organization: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 01-15-16

DOUBLE CLICK ON THE FORM ABOVE TO OPEN AND COMPLETE THE FILLABLE SECTIONS. PRINT OUT THE COMPLETED FORM, SIGN AND SUBMIT IT WITH THE PROPOSAL AS INSTRUCTED.

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE PROPOSAL

COUNTY OF SAN DIEGO, DEPARTMENT OF PURCHASING AND CONTRACTING
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND YOUTH WORKFORCE SERVICES
NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT-CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: _____
("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

Offeror Company/Organization Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Signature: _____

Date: _____

SUBMIT THIS COMPLETED FORM AS PAGE THREE OF THE PROPOSAL

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
CONTRACT CONFLICT CERTIFICATION FORM**

THE FOLLOWING CONTRACT CONFLICT CERTIFICATION IS TO BE COMPLETED, SIGNED AND RETURNED AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER. FAILURE TO COMPLY MAY RESULT IN YOUR SUBMITTAL OR YOUR OFFER BEING REJECTED.

Please attach your disclosure(s) to this certification for the following three (3) items. If you have no disclosure(s), please write "NONE" above the signature block located below.

1. The name, contract number, and short description of all Contracts You have or have had with the County of San Diego which involves the same or similar subject matter as is involved in this procurement.
2. The name, contract number, and short description of all Contracts that any of Your employees have or have had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.
3. The name, contract number, and short description of all Contracts that Your spouse has or has had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.

For purposes of this certification, the following terms shall be defined as:

"Contracts" means any memoranda of understanding, memoranda of agreement, letter agreements, contracts, sub-contracts, consultant agreements or agreements in any form, whether written or oral.

"You" or "Your" means i) for individuals, the individual and any partnership, corporation, limited liability partnership or of which you are a member or shareholder, and ii) for other legal entities, the entity itself and any partnership, corporation, limited liability partnership or of which the legal entity is a member or shareholder.

I certify under penalty of perjury under the laws of the State of California that the information attached hereto and disclosed in accordance with this certification is true and correct.

Offeror Company/Organization:_____

Signature:_____ **Date:**_____

Name:_____ **Title:**_____

SUBMIT THIS COMPLETED FORM AS PAGE FOUR OF THE PROPOSAL

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
DVBE REQUIREMENTS AND FORMS

County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE) through DVBE participation goals. County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcountry.ca.gov/cob/policy/index.html#>. The County DVBE program recognizes the California State DVBE certification, which may be found at <http://www.pd.dgs.ca.gov>.

In the case of indefinite delivery/indefinite quantity service contracts, each individual task order is considered a service contract for purposes of DVBE requirements. DVBE participation goals shall be applied and documentation shall be submitted with the response to each individual task order. DVBE documentation required with this submittal or task orders is contained within this solicitation.

For this solicitation:

Offeror must meet or exceed a three percent (3%) DVBE participation goal or show a good faith effort to do so. Offeror must submit a DVBE Participation Summary and Utilization Plan based on total pricing/payment schedule of proposal. If the DVBE Utilization Plan does not show that Offeror has met or exceeded the three percent (3%) DVBE participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the three percent (3%) DVBE participation goal in the event that all or part of the Utilization Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of Utilization Plan.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
DVBE PARTICIPATION SUMMARY**

This DVBE Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVBE participation goals set forth in Board Policy B-39a.

All Offerors must complete this section

Offeror:

Offeror's Representative:

Exemptions (complete only if Offeror qualifies for one of the exemptions below)

Offeror is exempt from DVBE participation goals in accordance with Board Policy B-39a because Offeror is a:

- ☐ Government Agency
- ☐ Private, Nonprofit Organization
- ☐ Small Business Concern (pursuant to Board Policy B-53)
If applicable, State of California Certification #: _____
- ☐ DVBE
State of California Certification #: _____

Offeror must provide additional supporting documentation upon request.

DVBE Compliance (complete if Offeror claimed no exemption above)

- ☐ Complete and attach DVBE Participation Plan
- ☐ Complete and attach Documentation of Good Faith Effort (optional if Offeror has met or exceeded 3% participation goal)

SUBMIT THIS COMPLETED FORM WITH THE PROPOSAL ON THE DUE DATE, WHICH IS TO BE INCLUDED AS PAGE FIVE AFTER THE COMPLETED CONTRACT CONFLICT CERTIFICATION FORM.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
DVBE PARTICIPATION PLAN

Offeror: _____ Offeror Representative: _____

Project Title: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER AND CERTIFICATION NUMBER OF CERTIFIED DVBE TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVBE
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
TOTAL AMOUNT TO CERTIFIED DVBE			\$

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet _____ of _____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL	
$\frac{\text{Total Amount to Certified DVBE}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
$\times 100 = \text{_____\%}$	Submit Documentation of Good Faith Effort if goal is not met.

IF APPLICABLE, THIS FORM SHALL BE SUBMITTED WITH THE PROPOSAL ON THE DUE DATE, AND BE INCLUDED AS PAGE SIX AFTER THE COMPLETED DVBE PARTICIPATION SUMMARY FORM.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
DOCUMENTATION OF GOOD FAITH EFFORT**

DOCUMENTATION OF GOOD FAITH EFFORT - Page 1 of 2

- A. List potential DVBEs** that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVBE Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document the conversation, date, time, contact person, and business opportunities discussed.

IF APPLICABLE, THIS FORM SHALL BE SUBMITTED WITH THE PROPOSAL ON THE DUE DATE, AND BE INCLUDED AS PAGES SEVEN AND EIGHT AFTER THE COMPLETED DVBE PARTICIPATION PLAN FORM.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
DOCUMENTATION OF GOOD FAITH EFFORT**

DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBEs that submitted bids/proposals, (2) Nature of work/supplies/services offered that are not accepted, (3) Dollar amounts of the DVBEs bids/proposals not accepted, (4) Subcontractors and/or suppliers that will be used instead of the DVBEs, (5) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (6) The reason for the bidder/offeror not accepting the DVBE's bid/proposal. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/ Supplier to be used (4)	Bid/Proposal Amount Accepted (5)	Reason Not Accepted (6)

Sheet ____ of ____ (complete if submitting more than one sheet)

IF APPLICABLE, THIS FORM SHALL BE SUBMITTED WITH THE PROPOSAL ON THE DUE DATE, AND BE INCLUDED AS PAGES SEVEN AND EIGHT AFTER THE COMPLETED DVBE PARTICIPATION PLAN FORM.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP TERMS AND CONDITIONS

1 RFP PROCESS

- 1.1 RFPs shall normally be made available on the County of San Diego's BuyNet site. A hard copy may be requested from the Clerical Section of the Department of Purchasing and Contracting.
- 1.2 The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the first pre-proposal conference can be found in the Cover Letter to this RFP.
- 1.3 Diligence Material, if provided, is subject to the following disclaimer: The County nor any of its agents, advisors, or representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements, estimates, and projections provided by or with respect to the County. Such assumptions, statements, estimates, and projections reflect various assumptions made by the County, which assumptions may or may not prove to be correct. No representations are made by the County as to the accuracy of such assumptions, statements, estimates, or projections.
- 1.4 Offerors Inquiries and County Responses. All contacts from your organization related to this RFP or your Proposal must be directed, in writing, exclusively to the County's Contracting Officer ("Contracting Officer"). You should not attempt to contact any other County personnel about this RFP unless authorized by the Contracting Officer.
- 1.5 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions.
- 1.6 Proposals must be submitted by the time and date specified in the PC 600 Form and/or the Cover Letter. Late submissions cannot be reviewed unless it is the only one received or there was mishandling on the part of County staff.
- 1.7 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.8 The Contracting Officer may seek clarifications for the SSC. The Contracting Officer shall determine the appropriate means of clarification: telephonic, email, letter, or oral interviews.
- 1.9 Upon recommendation of the SSA, negotiations may be held with one or more Offerors. Negotiations will be concluded with those firms remaining in the competitive range, which shall conclude with a request for best and final offer (BAFO).
- 1.10 The Contracting Officer will notify all Offerors and post a Notice of Intent to Award for five (5) workdays after receipt and approval of the Source Selection Authority(s) recommendation to award.
- 1.11 The Department of Purchasing and Contracting will notify all Offerors of the status of their proposal prior to posting the Notice of Intent to Award.

2 SUBMISSION OF PROPOSAL

- 2.1 RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 5560 Overland Avenue, Suite 270, San Diego, CA 92123-1204, or by downloading from the department's web site "BuyNet" at <http://buynet.sdcountry.ca.gov/>. It is the Offeror's responsibility to periodically check the web site for addenda that may be issued to implement changes or clarification to the RFP prior to the due date.
- 2.2 It is understood and agreed upon by the Offeror in submitting a proposal that the County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the County evaluation concerns about competing proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.
- 2.3 Offerors shall submit an original proposal prior to the date and time specified. In addition, Offerors may be requested to submit additional copies and these copies should be submitted along with the original. Failure to

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP TERMS AND CONDITIONS

submit the required number of copies may result in finding of non-conformance. Originals should be clearly marked.

- 2.4 Unless otherwise specified, proposals shall be on 8½" x 11" white bond paper, single-sided, with no less than ¾" (.75) margins and eleven (11) point font in Times New Roman. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy of the proposals is securely fastened to avoid separation. Ensure that the original and all copies of the proposal are submitted in a sealed envelope or box with the RFP number and the name and address of the offeror on the outside of the package/container. Note: There does not need to be a separate envelope or package for each of the copies.
- 2.5 Unless other specified, the proposal shall conform to the following format:
- 2.5.1 A completed and signed PC 600 Form shall be submitted as the cover of your proposal.
 - 2.5.2 A completed and signed Representations and Certifications form shall be submitted as the second (2nd) page of your proposal.
 - 2.5.3 A completed and signed Indemnification Agreement form shall be submitted as the third (3rd) page of your Proposal.
 - 2.5.4 A completed and signed Contract Conflict Certification form shall be submitted as the fourth (4th) page of your Proposal.
 - 2.5.5 A completed DVBE Participation Summary form shall be submitted as the fifth (5th) page of your Proposal.
 - 2.5.6 If applicable, a completed DVBE Participation Plan form shall be submitted as the sixth (6th) page of your Proposal.
 - 2.5.7 If applicable, a completed Documentation of Good Faith Effort form shall be submitted as the seventh (7th) and eighth (8th) pages of your Proposal.
 - 2.5.8 A table of contents, listing by page number all other contents of the proposal, shall be submitted after the completed and signed Indemnification Agreement form.
 - 2.5.9 The proposal shall be in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable question or requirement.
 - 2.5.10 Each proposal shall be typed and be concise, but comprehensive. The proposal shall not include promotional material. The proposal shall be in accordance with the requirements discussed herein.
 - 2.5.11 All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers and names of contacts provided in the proposal.
 - 2.5.12 **The original proposal shall be in black ink on white paper and not include photos and/or graphs and charts that include the use of color and/or shading.** Copies used by the Source Selection Committee are not limited to black and white like the original proposal, but may make use of color and shading such as color paper, shaded graphs and tables, and color fonts.
 - 2.5.13 If confidential/proprietary information is included within the written proposal, then:
 - 2.5.13.1 Response must be submitted in a separate envelope marked as EXHIBIT–CONFIDENTIAL/PROPRIETARY;
 - 2.5.13.2 Response to solicitation requirements, which include the proprietary/confidential information, shall refer to the response contained within the **EXHIBIT–CONFIDENTIAL/PROPRIETARY** (for example, if Submittal Requirement #3.5 includes information to remain confidential, the response to Submittal Requirement #3.5 shall state

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP TERMS AND CONDITIONS

“See response to Submittal Requirement #3.5 included in *EXHIBIT-CONFIDENTIAL/PROPRIETARY*”; and

2.5.13.3 Response must include a signed Indemnification Agreement form as instructed.

NOTE: As a Public Agency, the County of San Diego must adhere to the California Public Records Act, therefore, pricing cannot be considered confidential/proprietary.

3 EVALUATION AND SELECTION

- 3.1 Proposals will be evaluated based upon the information provided in response to the RFP “Evaluation and Submittal Requirements” and other information known to the County. This information may be provided by written material, electronic means, or oral presentations.
- 3.2 The County reserves the right to request clarifications and/or request additional information from Offerors if necessary. Such clarifications and/or additional information shall be submitted by the Offerors as an addendum to the proposal upon request from the Contracting Officer. However, since no additional input may be requested, Offerors are advised to submit complete information in the proposal.
- 3.3 The RFP “Evaluation and Submittal Requirements” may authorize the use of presentations and/or interviews as a method of presenting the Offeror’s proposal or obtaining additional information. The Source Selection Committee (SSC) may invite competitive Offerors to make a presentation to, or participate in interviews with the County at a date, time and location determined by the County. The purpose of such presentations or interviews would be to allow the Offerors to present their proposed solutions to the County and for the SSC to obtain additional information; the key points in the proposals will be evaluated by the SSC.
- 3.4 The evaluation to determine the competitive range shall use the non-exclusive list of criteria contain in RFP “Evaluation and Submittal Requirements.”
- 3.5 The overall total cost to the County will be considered in evaluation. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The degree of importance will increase with the degree of quality of the proposals with respect to the other evaluation factors.
- 3.6 The Source Selection Authority may, at its sole discretion, authorize the Contracting Officer to enter into negotiations with any Offerors found to be in the competitive range.
- 3.7 Best and Final Offer request will be issued at the conclusion of negotiations and may contain additional selection discriminators. The Source Selection Committee shall review Best and Final Offer responses and make an award recommendation to the SSA.
- 3.8 Upon posting of the Notice of Intent to Award, the Contracting Officer will enter into contract finalization negotiations and, upon the successful completion, award an Agreement with the Offeror whose proposal has been ranked first by the County on the basis of best value to the County.

4 SIGNATURE All proposals shall be signed by an authorized officer or employee of the submitting organization. The title of the authorized officer or employee, the name, email, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.

5 COST COMPARISONS The County Charter requires a finding of economy and efficiency prior to award of contracts for service that can be performed by persons employed in the Classified Service to an independent contractor. It is the intent, subject to a finding of economy and efficiency, to contract for these services. The cost comparison is subject to review and approval by the Chief Administrative Officer.

6 PROPRIETARY INFORMATION All proposals become the property of the County of San Diego unless return is specifically requested as specified in Paragraph 10 below. The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for “trade secrets”. If any proprietary information is contained in or attached to

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP TERMS AND CONDITIONS

the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a Public Records Acts request, you must agree in writing to defend and indemnify the County if litigation results.

7 INTERLOCKING DIRECTORATE In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated on the Representations and Certifications form, paragraph 2, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this bid or proposal, Offeror certifies he will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on the Representations and Certifications form, and any resulting contract must be approved by the Board of Supervisors.

8 UNNECESSARILY ELABORATE INFORMATION Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective proposal are neither necessary nor desired.

9 COUNTY COMMITMENT

9.1 County shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.

9.2 The County reserves the right to terminate this RFP at any time prior to contract execution.

9.3 The County reserves the right to accept or reject any or all proposals received as a result of this solicitation, or to negotiate with any qualified source, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County.

9.4 This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

9.5 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

10 LATE, MODIFIED, OR WITHDRAWN PROPOSAL

10.1 Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and

10.1.1 It was sent by mail, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the County; or

10.1.2 It is the only proposal received.

10.2 Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "Best and Final Offer," is subject to the same conditions as the initial submission.

10.3 Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by an Offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the proposal prior the posting of Notice of Intent to Award a contract.

11 NON-CONFORMING SUBMISSIONS Any submission may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a proposal non-conforming.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP TERMS AND CONDITIONS

- 12 KNOWLEDGE OF RFP AND PROPOSAL CONDITIONS** Before submitting a proposal, Offerors shall carefully read all sections of this RFP, including all forms, schedules and exhibits, and shall fully inform themselves as to all existing conditions and limitations.
- 13 DUTY TO INQUIRE** Should an Offeror find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." **It is the Offerors' responsibility to periodically check the web site for such addenda.** The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.
- 14 EXPLANATION TO OFFERORS** Any explanation desired by an Offeror regarding the meaning or interpretation of the proposal must be directed in writing exclusively to the Contracting Officer. The preferred method of delivering written questions is by email or by an internationally-recognized courier to the address listed in the Cover Letter. **Telephone calls will not be accepted.** In no event will the County be responsible for ensuring that prospective Offerors' inquiries have been received by the County. You should not attempt to contact any other County personnel about this RFP solicitation. Oral explanations or instructions will not be binding. Any explanation concerning a solicitation will be provided to all prospective Offerors through posting on BuyNet in the form of an addendum to the solicitation. **No response will be provided to questions received after the question deadline date stated in the Cover Letter.**
- 15 PROTEST PROCEDURE** County Policy A-97 requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place.
- All protests shall be made in writing, and shall be filed with the Contracting Officer identified in the solicitation package. A protest shall be filed on the earliest of the following dates: (i) within five (5) business days after a Notice of Intent to Award the contract has been posted in a public place in the County's Contracting Office or County Internet website, (ii) within five (5) business days after the County provides notification that the proposal is no longer under consideration, or (iii) by noon (12:00 PM) on the day before the Board of Supervisors is scheduled to consider the matter.
- Copies of the Board Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's web site at <http://www.sdcountry.ca.gov/> under the Clerk of the Board's page.
- 16 DEBRIEF AND REVIEW OF CONTRACT FILES** When an Offeror has been notified by the Contracting Officer that the proposal is no longer being considered for award, the Offeror may request a "debriefing" from the Contracting Officer on the findings about that one proposal (with no comparative information about proposals submitted by others).
- After contract award, any interested party may make an appointment to review the files to look at all proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by the reviewer will be prepared and sold to the requestor at current County prices for such information.
- 17 NEWS RELEASES** Offerors shall not issue any news release pertaining to this RFP without prior written approval of the Contracting Officer, which may be withheld in such Officer's sole discretion. A minimum of two (2)-business days' notice is required for approval.
- 18 CLAIMS AGAINST THE COUNTY** Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).
- 19 EMPLOYMENT OFFERS** Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP TERMS AND CONDITIONS

Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

20 TIMING AND SEQUENCE of events resulting from this RFP shall ultimately be determined by the County.

21 SMALL BUSINESS ENTERPRISE PARTICIPATION The County of San Diego, as a matter of policy, shall assure maximum participation of Small Business Enterprises (SBE). The County of San Diego, Board of Supervisors SBE policy is found at <http://www.sdcountry.ca.gov/cob/policy/index.html#>.

22 DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION

The County, as a matter of policy B-39a, encourages the participation of Disabled Veterans Business Enterprises (DVBE). County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcountry.ca.gov/cob/policy/index.html#>. Information concerning California State Certified DVBE sources or programs may be found at <http://www.pd.dgs.ca.gov>. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

Board Policy B-39a seeks a DVBE subcontracting participation goal of three percent (3%) for all Service procurements that are not exempt from the DVBE requirement.

In accordance with B-39a, the DVBE requirements will apply to all Offerors for this competitive procurement unless one of the following exceptions applies to your organization:

- Your organization is a private, non-profit organization.
- Your organization is a Small Business (Board Policy B-53). A Small Business is defined as having the principal organization residing in California; and owners and/or principal officers reside in California; the organization has 100 or less employees; and has an average annual gross revenue of \$12 million or less in the past three (3) previous years; or is certified as a Small Business Enterprise in California.
- The service contract has an annual value of \$1 million or less to include task orders. In the case of indefinite delivery/indefinite quantity Service contracts (also known as As-Needed Services Contracts), the three percent (3%) participation will be applied to the value of each individual task order. For purposes of clarification, each individual task order is considered a service contract for purposes of DVBE requirements.
- Contracts where the prime contractor on the contract is a DVBE.

For all service procurements, DVBE documentation shall be submitted at time of offer submittal. In the case of indefinite delivery/indefinite quantity Service contracts, DVBE documentation shall be submitted with the response to each individual task order. DVBE documentation will include a “Good Faith Effort” narrative within the submittal requirements contained within this solicitation.

Failure to provide evidence of a good-faith effort to comply with the three percent (3%) DVBE participation may be deemed non-conforming and may cause Offeror’s proposal to not be considered for contract award.

23 DISADVANTAGE BUSINESS ENTERPRISE (DBE) The County of San Diego, as a matter of policy, shall encourage the utilization and participation of DBE for Federally-funded Department of Transportation (FAA, FHWA, FTA) projects when required under provisions of 49 CFR 26.

24 CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662 In compliance with California Revenue and Taxation code section 18662, if you are a non-resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances, you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP TERMS AND CONDITIONS**

the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

- 25 **W-9 FORM** If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP EVALUATION AND SUBMITTAL REQUIREMENTS**

Written Proposal Elements, Submittal, and Evaluation

The Submittal Requirements (SR) listed below are in descending order of importance by paragraph, not subparagraphs, and will be weighted in the evaluation of the Offeror's written and oral proposals accordingly. The proposal should give clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on these requirements. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation.

Order of weighted preference beginning with the most important is:

- First: Section 1: Program Description
Second: Section 2: Experience, Proposed Organization, Management and Staffing
Third: Section 3: Fiscal
Fourth: Section 4: Contract Template and Insurance Acceptance/Clause Exception(s) Statement

An Offeror must, therefore, be acceptable in all four (4) areas to be eligible for award of a contract. The expectation is that those proposals in the competitive range and considered for contract award may exceed the minimum requirements.

All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement listed below. Samples and other materials supporting the program description or other parts of the proposal may be submitted as attachments. Attachments must be submitted in separately bound volume(s) and be cross-referenced in the proposal narrative. It is good practice, if you choose to provide the extra volume(s), to include information in your proposal that informs the evaluators what items they should look for in the extra volume(s) and the purpose for each particular inclusion.

Offerors are cautioned that evaluations may be made solely on the information provided in the proposal without review of the attachments. Therefore, it is important that the main proposal narrative for any section listed below **not** be included in the attachments. The attachments are considered to be additional supportive documentation to the proposal narrative itself and not an extension of the proposal narrative.

This RFP is a competitively negotiated procurement. The County may decide to award the contract without negotiation; therefore, Offerors are strongly encouraged to submit their best proposal initially. The County reserves the right to award contracts to the Offeror submitting the proposal determined to be the most advantageous to the County's best interest, price and other factors included.

Submit one (1) original complete proposal in hard copy (mark as "Original" on the cover page), ten (10) hard paper copies (mark as "Copy" on the cover page), and two (2) electronic copies in compact disk (CD) or DVD format, using Acrobat .pdf, to the County of San Diego, Department of Purchasing and Contracting, at the address stated in the Cover letter above in a sealed envelope or package prior to **3:00 PM, Local Time, on THURSDAY, JANUARY 26, 2017**. Clearly mark the exterior of the envelope or package with "**RFP NO. 7611**", and include the name and address of the Offeror. Please include the RFP number and the Offeror's name when naming files for submission on the required CDs. Each copy of the proposals must be bound securely to avoid separation. Refer to Sections 2.4 and 2.5 of the RFP Terms and Conditions for additional instructions regarding the proposal format and order of requested information. If delivering your proposal on the due date, plan to arrive early as parking may be limited.

Please note the following:

- In the event that any documentation contained in the CDs conflicts with any in the original proposal submitted in hard copy, precedence shall be: first (1st) the original hard copy; second (2nd) the CD.
- The original proposal shall be in black ink on white paper and not include photos and/or graphs and charts that include the use of color and/or shading. Copies used by the Source Selection Committee are not limited to

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP EVALUATION AND SUBMITTAL REQUIREMENTS

black and white similar to the original proposal, but may make use of color and shading such as color paper, shaded graphs and tables, and color fonts.

- **If confidential/proprietary information is included in response to any Submittal Requirement, then:**
 - The response(s) must be submitted in a separate envelope marked as **EXHIBIT–CONFIDENTIAL/ PROPRIETARY**;
 - The response(s) to Submittal Requirements in the written narrative, which include the proprietary/confidential information, shall refer to the response(s) contained within the **EXHIBIT–CONFIDENTIAL/ PROPRIETARY** (for example, if Submittal Requirement #3.5 includes information to remain confidential, the response to Submittal Requirement #3.5 shall state “See response to Submittal Requirement #3.5 included in **EXHIBIT-CONFIDENTIAL/ PROPRIETARY**”); and
 - The submitted proposal must include a signed Indemnification Certification as instructed.

NOTE: As a Public Agency, the County of San Diego must adhere to the California Public Records Act, therefore pricing cannot be considered confidential/proprietary.

1. Program Description

Offeror shall submit proposed program description for the proposed services for which proposals are being submitted, in twenty-five (25) pages or less. Describe the methods of accomplishing the program services requirements included in Exhibit A – Statement of Work (Exhibit A), and reference the applicable paragraph numbers of Exhibit A requirements to demonstrate how your narrative is aligned with Exhibit A. To assist in clearly describing how the work specified in Exhibit A will be accomplished, supporting attachments such as flow charts, tables and other graphic aides may be included. All attachments, if applicable, must be referenced within the proposed program description to explain the relevancy of the attachment, but will not be counted as part of the twenty-five (25) page maximum limit. As previously stated, **Offerors are cautioned that evaluations may be made solely on the information provided in the proposal without review of the attachments.** Therefore, it is important that the main proposal narrative for any section **not** be included in the attachments. The attachments are considered to be additional supportive documentation to the proposal narrative itself and not an extension of the proposal narrative.

In Offeror’s overall proposed program description for the proposed services, the responses shall address the following:

- 1.1. State which geographic region(s) as listed below in Attachment 1, Regions, Offeror is proposing to provide the services. For this solicitation, there are four (4) geographic regions: East, Metro (includes Central and North Central as listed in Attachment 1), South and North (includes North Coastal and North Inland as listed in Attachment 1).
- 1.2. Describe Offeror’s understanding of the needs of current and former foster youth transitioning to self-sufficiency in San Diego County. As part of the response, include the barriers to services needed by and the risks of the target population. Explain how Offeror’s proposed program will assist the target population to overcome these identified barriers and risks.
- 1.3. Describe Offeror’s capacity for working with current and former foster youth that may have special needs (physical, developmental, emotional/behavioral, learning disabilities).
- 1.4. Explain how Offeror will provide workforce services to youth including educational services and support, work readiness training, work preparation, and work-based opportunities; and address Offeror’s capacity to interface with employers and industry partners.
- 1.5. Provide Offeror’s proposed mechanism for communication and information sharing.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP EVALUATION AND SUBMITTAL REQUIREMENTS

- 1.6. Describe Offeror's proposed criteria for selecting youth to participate in Tier II services as described in Paragraphs 7.6 through 7.8, 7.11 and 7.13 through 7.15 of Exhibit A.
- 1.7. Describe how Offeror will provide case management to the target population.
- 1.8. Describe the proposed process for engaging youth in Offeror's proposed program services.
- 1.9. Explain how Offeror proposes to use trauma-focused and/or other research-based best practices to guide the design of the proposed program and lead to outcome achievement.
- 1.10. Explain how Offeror will use data and other methods to ensure quality services, effective programming and continuous improvement.
- 1.11. Describe how Offeror's proposed "hands-on" curriculum of classes, workshops, and special events will be developed and implemented.
- 1.12. Describe how the goals and objectives of both the Independent Living Skills program and the Workforce Innovation and Opportunity Act (WIOA)-funded program provide a basis for Offeror's proposed program service.
- 1.13. Referring to the San Diego Workforce Partnership's (SDWP) Performance Goals Matrix (Requirement 1), Offeror shall demonstrate how the proposed program shall help all Workforce Innovation and Opportunity Act (WIOA)-enrolled youth meet the following mandatory long-term Common Measures (Department of Labor (DOL) performance accountability standards).
 - 1.13.1 Measureable skills gains;
 - 1.13.2 Attainment of a credential, at a minimum, a high school diploma/GED as well as a degree or occupational/vocational/technical skill certificate;
 - 1.13.3 Placement in employment or post-secondary education or training including apprenticeships;
 - 1.13.4 Median earnings gain; and
 - 1.13.5 Effectiveness in serving employers.
- 1.14. Offeror shall submit a statement in the proposal that Offeror has read, understands, and shall comply with the attached Requirement 2, San Diego Workforce Partnership Procurement Guidelines and Requirements.
- 1.15. Offeror shall describe how it will achieve effective collaboration with the Child Welfare Services (CWS) Independent Living Skills (ILS) program staff, San Diego Workforce Partnership staff, other contractors, substitute care providers, other adults important in the lives of youth who spent time in foster care, and identified community stakeholders.
- 1.16. Offeror shall provide an explanation of its capacity to coordinate integrated partnerships that facilitate a comprehensive approach to meet the unique needs of the target population, provide seamless service delivery, minimize services duplication, and leverage resources including leadership and funding.
- 1.17. Subcontracts, Collaboration and Linkages. If Offeror plans to deliver the proposed services through a subcontract or other arrangement, Offeror shall provide the following information:
 - 1.17.1 Describe the specific program requirements to be met.
 - 1.17.2 Fully identify the other organization(s), if known at the time of proposal submission, and describe, in accordance with the appropriate experience requirements specified above, the background, qualifications, capacity and experience of each organization in meeting the specific program requirements.
 - 1.17.3 Specify the type of contract or agreement (financial or non-financial) is or will be used, and whether or not the organization has committed to the contract or agreement. Provide copies of

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP EVALUATION AND SUBMITTAL REQUIREMENTS

existing contracts, Memorandum of Understanding, agreements or letters of commitment for the proposed services. In the case of a financial contract or agreement, indicate the amount and how the services were procured.

- 1.17.4 Submit a copy of Offeror's procurement policy. At a minimum, contractors and service providers must have internal procurement policies and procedures that meet those of SDWP (refer to Requirement 2 attached below).
- 1.17.5 If the organization(s) are unknown at the time of proposal submission, explain how these organizations will be solicited and selected and provide a draft schedule for soliciting and electing the organization(s) (refer to Requirement 2).
- 1.17.6 If selected, Offeror shall be required to complete subcontracting procurement procedures prior to the start of services.
- 1.18. Litigation. Provide a description of any pending litigations, or past litigation and their resolution, if resolved, in the past five (5) years related to the Offeror's performance involving Offeror or any principals thereof. Provide a copy of a letter from the Offeror's attorney and/or in-house counsel concerning the status of lawsuits and pending litigation for the most recent year. If there are none, state "**None**" in your submittal response.
- 1.19. Please explain if Offeror or any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body as certified in Paragraph 3.5 of the Representations and Certifications form. **If there are none, state "None" in your submittal response.**

2. Experience, Proposed Organization, Management and Staffing

- 2.1 Offeror's Résumé. **(Please note: The information requested in this section is in regards to the experience of the Offeror's company/organization in providing the proposed service listed in this solicitation, and NOT the experience of the proposed staff)** Provide a résumé of the Offeror's experience within the last five (5) years in developing, implementing, and managing same or similar services as described in Exhibit A, Statement of Work. To demonstrate that Offeror has experience with the same or similar services as the proposed services, provide the following requested information in a format similar to the chart included below. County staff will review and contact those listed for verification of performance.

Dates	Name of Contracting Organization	Target Population	Brief Summary of Services Provided	Measurable Outcomes Achieved	Knowledgeable Contact Person and Contact Information

2.2 Organization and Staffing

- 2.2.1 Organization Chart. Offeror shall submit a current organization chart that shows the Offeror's overall organizational structure and illustrates the relationship of the proposed program(s) with other organizational divisions, programs, and sections. Indicate the lines of organizational management, authority, and responsibility. Indicate lines of responsibility that will be provided through subcontracts. Include the names of the current members of the Board of Directors.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP EVALUATION AND SUBMITTAL REQUIREMENTS

- 2.2.2 Staffing Chart. Offeror shall submit a staffing chart for the proposed program(s) that identifies staff positions (and if current staff – by name, title, and multilingual/multicultural capabilities if known) and reporting responsibility. The chart shall be aligned with any positions listed within the budget for staffing, and the chart shall also include planned volunteers and other non-paid positions such as interns and field placements if applicable. Offeror may combine both the organization and staffing charts, as long as all the information requested in Submittal Requirements 2.2.1 and 2.2.2 is included, and the chart follows the mandated font size (refer to Paragraph 2.4 of the RFP Terms and Conditions).
- 2.2.3 Job Descriptions. Offeror shall submit proposed job descriptions for all existing and proposed program staff positions which are titled the same as the positions listed in the budget and charts submitted in response to Submittal Requirements 2.2.1 and 2.2.2. Proposed job descriptions shall be submitted for all proposed administrative, support, and direct service staff positions by title, classification, duties/responsibilities, range of authority, minimum requirements of employment (skills, education, experience, licenses, certifications, etc.) title of direct supervisor, hourly rate ranges and benefits. Indicate if the position requires or prefer bilingual/bicultural capabilities and if there is a pay differential for those capabilities.
- 2.2.4 Multilingual/Multicultural Capabilities. Offeror shall identify the specific proposed program staff able to provide multilingual/multicultural or bilingual/bicultural services to individuals who prefer to communicate in one of the County of San Diego’s threshold languages or other common non-English languages spoken in San Diego County. If this capability does not currently exist within the program through available staff or positions, describe the alternative methods Offeror will use to ensure that linguistically- and culturally-appropriate services are available. Indicate how these services are applicable to the target population in the region for the Offeror is proposing services.
- 2.2.5 Training. Offeror shall submit a proposed training plan that outlines training required for all agency staff and volunteers, and training specifically required for program staff/volunteers. The proposed training plan should indicate which training is mandatory before staff can be providing direct services to the target population and how soon staff will receive the trainings. Include course descriptions, and training hours required for each per staff member for both orientation and continuing training and education. Offeror shall also identify how best practices will be incorporated into all staff/volunteer trainings.
- 2.2.6 Staff Résumés. Offeror shall provide brief résumés for all persons currently employed by the Offeror (as indicated in 2.2.2 above) or who the Offeror plans to employ to fill position in the staff schedules to accomplish the requirements in the Statement of Work. Include the proposed position title from the staffing schedule on each résumé. Résumés should provide sufficient information to determine that the person is qualified for his/her assigned position, including history of relevant education and experience. **Do NOT include any personal information on the staff résumés including, but not limited to, Social Security numbers, personal addresses, telephone numbers, email addresses, etc., as this proposal is applicable to the Public Records Act and will be reviewed by the public.**
- 2.3 References. Offeror shall submit a minimum of three (3) business references for the Offeror’s most relevant similar projects or programs within the past five (5) years. County staff will verify the information provided. **Note: County staff is prohibited from being included as references. Additionally, letters of support will not be accepted in place of the information requested below in 2.3.1 through and including 2.3.7.**
- 2.3.1 Each reference should be summarized in no more than one (1) page and should include the following requested information:

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP EVALUATION AND SUBMITTAL REQUIREMENTS**

- 2.3.2 Reference organization's name and purpose.
- 2.3.3 Reference organization's address, phone and email.
- 2.3.4 Contact person representing the reference organization, title, phone and e-mail address. The reference contact person must be familiar with the Offeror and the Offeror's relevant experience and performance.
- 2.3.5 Brief statement of the person's or organization's relationship to the Offeror and the period of the relationship.
- 2.3.6 A summary narrative of the applicable work provided; fee and contract term for the work; if the program's service was completed within the original contract fee and term (explain reasons for any fee increase and delays); problems encountered and resolutions; contract objectives and results. Explain how the experience gained could be beneficially applied to this project.
- 2.3.7 If previous work was not similar, list three (3) references who can attest to Offeror's competency.

3. Financial Information

- 3.1 Estimated Funding Allocation. The total estimated annual funding for Fiscal Year 2017-2018 is based on projected federal funding allocations. Actual funding will be dependent upon the final actual allocation. In the following chart, "North" includes North Coastal and North Inland regions, and "Metro" includes Central and North Central regions as listed in Attachment 1, Regions:

REGION	WIOA FUNDING (SDWP)	ILS FUNDING (COUNTY)
East	\$115,500.00	\$241,001.00
Metro (Central/North Central)	\$187,000.00	\$390,193.00
South	\$104,500.00	\$218,049.00
North (North Coastal/North Inland)	\$143,000.00	\$298,383.00
TOTALS	\$550,000.00	\$1,147,626.00

- 3.1.1 Exhibit C, Proposed Budget, for the ILS Program. Compensation for the ILS Program, billable to the County, will be on a cost reimbursement basis. The budget information required to be submitted by Offeror is detailed in Exhibit C, Proposed Budget. The Fiscal Guidelines and Budget Instructions for Exhibit C are included as Reference B.
- 3.1.1.1 Offeror shall submit a separate budget for each region for which Offeror is proposing to provide the proposed services for the contract term of July 1, 2017 through June 30, 2018. The proposed budget amount shall remain the same for the initial term and all option years of the contract.
 - 3.1.1.2 If the proposed budget amounts remain the same for the second (2nd) through the fourth (4th) option years of the contract (July 1st through June 30th of each contract year), Offeror shall state that the budget amounts are unchanged and state the full contract amount for the initial term and all option years of the contract. If, however, the budget line items are different from year to year (for instance, to indicate salary increases, etc.), then Offeror is required to complete a separate proposed budget for each option year even if the total proposed dollar amount doesn't change.
- 3.1.2 Exhibit E, Proposed Budget, for the WIOA-funded Program. Compensation for the WIOA-funded program, billable to San Diego Workforce Partnership (SDWP), will be on a cost reimbursement basis. The budget information required to be submitted by Offeror is detailed in Exhibit E, San Diego Workforce Partnership Budget Forms. The instructions for the SDWP Budget are included in Reference C. Additionally, Requirement 3, SDWP Budget Narrative, which request detailed information for each budget item in each cost category for the requested funding amount, is required to be submitted with the completed Exhibit E. The budget narrative

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP EVALUATION AND SUBMITTAL REQUIREMENTS

should follow in the same order as the line item listed in Exhibit E and must include the method, unit cost, and/or formula detail that make up each category.

3.1.2.1 Offeror shall submit separate budgets for each region for which Offeror is proposing to provide the proposed services for the contract term of July 1, 2017 through June 30, 2018. The proposed budget amount shall remain the same for the initial term and all option years of the contract.

3.1.2.2 If the proposed budget amounts remain the same for the second (2nd) through the fourth (4th) option years of the contract (July 1st through June 30th of each contract year), Offeror shall state that the budget amounts are unchanged and state the full contract amount for the initial term and all option years of the contract. If, however, the budget line items are different from year to year (for instance, to indicate salary increases, etc.), then Offeror is required to complete a separate proposed budget for each option year even though the total proposed dollar amount doesn't change.

3.2 Financial Information

3.2.1 Offeror shall submit, as applicable, the most current un-audited financial statements, to include the following:

3.2.1.1 Statement of Financial Position (Balance Sheet)

3.2.1.2 Statement of Activities (Income Statement)

3.2.2 Offeror shall provide, as applicable, the following information for the last three (3) fiscal years:

3.2.2.1 Annual audit report to include:

3.2.2.1.1 Audited financial statements with the applicable notes.

3.2.2.1.2 Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards.

3.2.2.1.3 Independent Auditor's Statement of Findings and Questioned costs.

3.2.2.2 If Offeror does not have audited financial statements, submit un-audited financial statements for the last three (3) fiscal years, to include:

3.2.2.3 Statement of Financial Position (Balance Sheet)

3.2.2.4 Statement of Activities (Income Statement)

3.2.2.5 Statement of Cash Flows.

3.2.3 In place of the copies of the requested audited financial statements for the last three (3) fiscal years as listed above in Submittal Requirement 3.2.2.1, Offeror may submit copies of letters issued by the Health and Human Service Agency (HHSA) Agency Contract Support (ACS) verifying receipt of audited financial statements.

3.3 Reserves. Offeror shall provide documentation that the organization has sufficient reserves to maintain the program for sixty (60) days. Documentation may include cash and/or credit reserves.

3.4 Fiscal Management Process. Offeror shall briefly outline the internal fiscal management process the organization will use to monitor and ensure that County funding and other revenues are adequate to meet the proposed program costs outlined above in Submittal Requirements 3.1.1 and 3.1.2.

3.5 Cost Allocation Plan. Offeror shall provide a cost allocation plan that identifies how organizational administrative or other organizational level costs are allocated among the multiple programs or cost

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
RFP EVALUATION AND SUBMITTAL REQUIREMENTS

centers in accordance with Office of Management and Budget Circulars located within the applicable Code of Federal Regulations.

3.5.1 If Offeror does not have a current cost allocation plan, then describe the methodology for determining how direct shared costs will be allocated.

3.6 Accounting System. Offeror shall have use of an accounting system for segregating, supporting, controlling and accounting of all funds, property, expenses, revenues, and assets for each County contract distinct from other contractor activities. Offeror shall have the ability to provide assurance that the system is in accordance with generally accepted accounting principles and Office of Management and Budget Circulars located within the applicable Code of Federal Regulations. Offeror shall describe how the proposed system will be used for this program. Accounting systems are subject to County review and approval prior to contract award. No cost reimbursement contract will be awarded to any Offeror who does not have an acceptable accounting system.

3.7 Indirect Rate. If your organization has a federally approved indirect rate, provide a copy of your organization's federally-approved indirect rate authorization.

3.8 Potential Funding Resources. Describe the Offeror's approach to identifying potential additional funding or other resources that may be available to sustain the program. Identify any current or anticipated resources, and how the Offeror will obtain the funding.

4. Services Agreement Template/Insurance Acceptance/Clause Exception(s) Statement

The County has made a determination that it will use the County's form of Agreement and insurance requirements as the basis for the contract. The County's preferred form of Agreement and insurance requirements that the County is prepared to execute as a binding contractual agreement is set forth herein and is accessible in electronic form.

The Offeror shall indicate acceptance or rejection of the proposed agreement and insurance requirements, including insurance terms, in their proposal. If the Offeror does not accept the terms of any clause as written, the Offeror shall propose the specific language changes (deletions and insertions) that would make the term acceptable to its organization. If clarification is needed, indicate the provision and the specific wording that was found unclear, and why it was considered unclear. Statements that the Offeror found the Agreement "generally acceptable", or that the Offeror "reserves the right to negotiate particular provisions," or that certain terms need "to be discussed" may be deemed non-conforming. Failure to specifically reject a proposed term will be deemed an acceptance of such term. In addition, if the Offeror intends to propose terms that are more favorable to the County than the terms of the Agreement, do so and propose the specific language changes that would make the terms more favorable. The Offeror shall submit a marked draft in electronic form indicating any changes to the Agreement. The County may or may not elect to negotiate any exceptions taken as part of its pre-selection or post-selection process. Should the Offeror take exception(s) to the Agreement, the Offeror understands that the County may, as part of its process, conclude that exceptions are so numerous and/or material as to make the Offeror's response to the solicitation unacceptable.

Failure to comply with any of the requirements herein may render the proposal non-conforming.

DRAFT SERVICES AGREEMENT

INCLUDES:

Exhibit A, “Statement of Work”

**Exhibit B, “Insurance
Requirements”**

Exhibit C, “Proposed Budget”

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

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

RECITALS

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

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

**ARTICLE 1
PERFORMANCE OF WORK**

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

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

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

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

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.

**ARTICLE 2
SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one (1) year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three (3) years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which County may retain title under this paragraph, shall be disposed of at the

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to County a written statement in the format directed by County of how the non-expendable property will be used for the public good; or 3) direct Contractor to return to County the non-expendable property.

**ARTICLE 3
DISENTANGLEMENT**

3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction, or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A, Contractor's obligation to perform Disentangled Services and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided; however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

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

3.3.1 No Interruption or Adverse Impact

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

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Return, Transfer and Removal of Assets

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

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

3.3.4 Transfer of Leases, Licenses, and Contracts

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

3.3.5 Delivery of Documentation

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

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

3.5 **Publication, Reproduction or Use of Materials.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 4
COMPENSATION**

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure completion of the Agreement. Invoices are subject to the requirements below.

4.1 Fiscal for Cost Reimbursement (Rev. 7/15/08)

4.1.1 **General Principles.** Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the [Federal Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/circulars), including [A-122](#), which can be viewed at <http://www.whitehouse.gov/omb/circulars>. For-profit organizations shall use cost principles for commercial organizations set forth in the FAR (48 CFR part 31.2 to determine allowable costs. Contractor shall comply with all federal, State and other funding source requirements. ***[Include all state or other funding source requirements]***. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

elsewhere to be furnished by County. Contractor shall submit annually to the County a cost allocation plan in accordance with OMB guidelines.

- 4.1.2 Travel Restrictions. Allowable travel costs as provided in the applicable cost principles may not exceed those established by the General Services Administration (GSA) available on-line at <http://www.gsa.gov/portal/category/21287>.
- 4.1.3 Agreement Budget. In no event shall the Exhibit C Agreement budget total be increased or decreased prior to County approved Agreement amendment. In no event shall County pay Contractor in excess of the amount identified on the Signature Page. Budget line item adjustments requiring County review and approval are listed in Exhibit C "Contractor's Budget."
- 4.1.4 Administrative Adjustment. The COR may make administrative Agreement adjustments to change or modify the budget as long as the total Agreement amount or Agreement term is not modified.
- 4.1.5 Agreement Amendment. An Agreement amendment signed by the Contracting Officer is required to modify the total Agreement amount or Agreement term.

4.2 Invoices and Payment

- 4.2.1 Invoices For Reimbursement. Contractor shall submit properly executed monthly invoices to the Contracting Officer's Representative ("COR") for reimbursement of allowable costs associated with the work performed in the prior month. Payments will be paid as described in paragraph 4.2.2 below. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with the debarment and suspension paragraph within Article 8.
- 4.2.2 Payments. County agrees to reimburse Contractor after receipt of properly completed invoice. County will reimburse for actual allowable, allocable and reasonable costs incurred in consideration for services performed. Contractor shall maintain supporting documentation of expenses as specified in Articles 11 and 13. Payments will be made in arrears after receipt of properly completed invoice approved by the COR. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.2.3 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to Contractor for the invoice. This Agreement constitutes the entire Agreement between Contractor and County. Contractor shall be entitled only to reimbursement for allowable, allocable and reasonable costs associated with services pursuant to Exhibit A.
- 4.2.4 Final Fiscal Year End Settlements. Contractor shall submit the final invoice for reimbursement for services performed during the County fiscal year by the final fiscal year settlement date, which will be established by each department. This settlement date shall be no more than sixty (60) calendar days from the end of the County fiscal year. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that fiscal year after this date. The County fiscal year shall be defined as July 1 through June 30, unless otherwise defined in this Agreement.
- 4.2.5 Final Agreement Settlement Date. Contractor shall submit the final invoice for reimbursement for services performed during the final fiscal year of the contract by the final contract settlement date, which shall be no more than sixty (60) calendar days from the final date of the contract services. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during the final fiscal year of the contract after the final Agreement settlement date.
- 4.2.6 Prompt Payment for Vendors and Subcontractors
 - 4.2.6.1 Prompt payment for vendors and subcontractors.
 - 4.2.6.1.1 Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
 - 4.2.6.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.2.6.1.1 of this Agreement in each of its subcontracts, and shall require each

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

- 4.2.6.2 If Contractor, after submitting a claim for payment to County, but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then Contractor shall:
- 4.2.6.2.1 Furnish to the vendor or subcontractor and the COR, within three (3) business days of withholding funds from its vendor or subcontractor, a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld;
- 4.2.6.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.2.6.2.1 of this Agreement and Contractor may not claim from County this amount until its subcontractor has cured the cause of Contractor withholding funds;
- 4.2.6.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after Contractor claims and receives such funds from County.
- 4.2.6.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.2.6.2.1 of this Agreement and shall follow Paragraph 4.2.6.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.2.6.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.2.7 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.
- County shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no Agreement is reached between County and Contractor within ten (10) days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.
- In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.
- 4.2.8 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

- 4.2.8.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.2.8.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement which required County approval, without having first received said County approval.
- 4.2.8.3 Default. Contractor was in default under any terms and conditions of this Agreement.
- 4.2.8.4 Fees for Service. Contractor implemented a schedule of fees to be charged to clients or third party client representatives without prior County approval.
- 4.2.9 Withholding Of Payment. County may withhold reimbursement until reports, data, audits, or other information required for Agreement administration or to meet County, State, Federal or other funding source reporting or auditing requirements are received and approved by COR or designee. County may also withhold payment if, in County's opinion, Contractor is in noncompliance with this Agreement.
- 4.2.10 Interpretation of Claim Provisions. As used in this Section, the term "claim" refers to a claim filed pursuant to [San Diego County Code of Administrative Ordinances Article V-A](#), "Processing and Certification of Routine Claims." The term "claim" as used in this Article 4 does not refer to a claim filed pursuant to San Diego County Code of Administrative Ordinances, Article X, "Claims Against the County."
- 4.2.11 Severability Limits. Severability pertains only to those Agreements that originate in one fiscal year and end in another fiscal year. This Agreement is severable for and limited to the amounts in the attached budget. In no event shall Contractor exceed the Severability Limits.
- 4.2.12 Disallowance. In the event Contractor receives payment from County for a service, for which reimbursement is later disallowed by County, the State, the Federal government, or any other funding source, Contractor shall promptly refund the disallowed amount to County on request, or County may offset the amount disallowed from any payment due to or to become due to Contractor under this Agreement or any other Agreement. Similarly, a disallowance under a prior Agreement may be offset against this Agreement.
- 4.2.13 Partial Payment. If Contractor fails to perform specified services, provide specified products or perform services or provide products timely and in accordance with specified requirements, Contractor shall be paid only the reasonable cost for the services performed or products provided for the payment period as determined by the COR.
- 4.2.14 Project Generated Revenue. Project Generated Revenue realized by Contractor in excess of the Agreement budget shall be utilized in support of the Project.
- 4.2.14.1 Project Generated Revenue and Expenditures shall be reported at the end of the Agreement period.
- 4.2.14.2 With COR approval, Contractor may expend a remaining balance of project generated revenue in the term of a subsequent County Agreement in support of this Project.
- 4.2.15 Rate of Expense. Contractor shall control its rate of expense in relation to units of service and anticipated revenues.
- 4.2.16 Contractor shall inform the COR when it is anticipated that the need for services will exceed the approved service units and budget; however, Contractor's claim/invoice shall not exceed the approved budget.
- 4.2.17 Any records of revenues, expenditures and/or clinical records under this Agreement shall be subject to compliance with Federal, State or local laws or regulations and may be audited and/or reviewed by County and/or the appropriate Federal, State or County agency. In the event of an audit disallowance of any claimed cost which is subject to compliance with Federal, State or local law or regulations, Contractor shall be liable for any costs or lost revenue resulting therefrom.

**ARTICLE 5
AGREEMENT ADMINISTRATION**

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting Officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR").

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.

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

**ARTICLE 6
CHANGES**

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

**ARTICLE 7
SUSPENSION, DELAY AND TERMINATION**

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

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

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

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

- 7.2 Damages For Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption From Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.5 Termination For Convenience. County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. County shall pay Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by Contractor as approved by County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Improperly submitted claims, or
- 7.5.4.2 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.4.3 Any breach of any term or condition of the Agreement, or
- 7.5.4.4 Any actions under any warranty, express or implied, or
- 7.5.4.5 Any claim of professional negligence, or
- 7.5.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 County reserves the right to terminate and/or prohibit, without prior notice, Contractor and Contractor's employees, subcontractors, or consultants from accessing County data systems, County-owned software applications, including websites, domain names, platforms, physical files, and/or treating patients/clients.
- 7.7 Suspension Of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- 7.8 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

**ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of [Title VII of the Civil Rights Act of 1964](#) in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in [Article IIIk \(commencing at Section 84\)](#) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with [Title IX of the Education Amendments of 1972](#); [Title VII of the Civil Rights Act of 1964](#) (42 U.S.C. 2000-d), the [Age Discrimination of 1975](#) (42 U.S.C. 6101), [Article 9.5, Chapter 1, Part 1, Division 2, Title 2 \(Section 11135, et seq\) of the California Government Code](#), [Title 9, Chapter 4, Subchapter 6 \(Section 10800, et seq.\) of the CCR](#) and [California Dept of Social Services Manual of Policies and Procedures \(CDSS MPP\) Division 21](#).
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in [Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances](#).
- 8.7 American With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use [Policy C-25](#). This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, Contractor agrees that Contractor and Contractor employees, while performing service for County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for County.
- 8.11.3 County may terminate for default or breach this Agreement, and any other Agreement Contractor has with the County, if Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: **[Note: Add Other Policies That May Apply for Certain Types of Services]**
- 8.12.1 Board Policy B-67, which encourages County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to County in response to County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance For Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and
- 8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance In Coaching Medi-Cal Or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.
- As a material condition of this Agreement, Contractor agrees that Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:
- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

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

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

- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under [Section 4 of the Clayton Act \(15 U.S.C. Sec. 15\)](#) or under the [Cartwright act \(Chapter 1\) \(commencing with Section 16700\) of Part 2 of Division 7 of the Business and Professions Code](#), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to County for County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.15 Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:
- 8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- 8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
- 8.15.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
- 8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:
- 8.16.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance <http://www.sdcounty.ca.gov/cao/oia.html>;
- 8.16.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, Contractor shall display an electronic version of the poster(s) at the website;

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

- 8.16.4 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, Contractor need not display the County poster; and
- 8.16.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.17 False Claims Acts. Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information may be found at www.cosdcompliance.org.

**ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 Conflicts of Interest. Contractor presently has no interest, including, but not limited to, other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor; Confidential Information
- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, which are or which Contractor believes to be incompatible with any interests of County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by [Section 67 of the San Diego County Administrative Code](#), Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1 Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1 above, serve as officers, principals, partners, or major shareholders;

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

- 9.3.3 Persons who, within the immediately preceding twelve (12) months, came within the provisions of the above sub-sections and who: (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4 Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10
INDEMNITY AND INSURANCE**

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

**ARTICLE 11
AUDIT AND INSPECTION OF RECORDS**

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

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

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

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require Contractor to perform the services in conformity with said specifications and

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

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

- 11.2 External Audits. [Note: Health and Human Services Agency (HHSA) Contractors shall advise and provide the electronic audit copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.] All other Contractors shall provide the following to their COR:
- 11.2.1 COR shall be advised of all pending audits by Federal or State representatives regarding Contracted services identified in this Agreement within seventy-two (72) hours of Contractor receiving notice of the audit.
- 11.2.2 Contractor shall provide COR with a copy of the draft and final State or Federal audit reports within twenty-four (24) hours of receiving them.
- 11.2.3 Contractor shall provide COR a copy of Contractor's response to the draft and final State or Federal audit reports at the same time as response provided to the State or Federal representatives.
- 11.2.4 Contractor shall provide COR a copy of the State or Federal audit's representative's response to Contractor's response within forty-eight (48) hours of receiving it. This shall continue until the State or Federal auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.4.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

**ARTICLE 12
INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

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

**ARTICLE 13
USE OF DOCUMENTS AND REPORTS**

- 3.6 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which County requests to be kept as confidential shall not be made available to any individual or organization by Contractor without the prior written approval of County.
- 3.7 Ownership, Publication, Reproduction And Use Of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 3.8 Confidentiality. County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether County, Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.
- 3.9 Maintenance Of Records. Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within forty-eight (48) hours of the request.
- 3.10 Custody Of Records. County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.

- 3.11 **Audit Requirement.** Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes [Single Audit Act Amendments, Public Law 104-156](#), and [OMB Circular A-133](#) and 45 CFR part 74.26. Contractors that are commercial organizations (for-profit) are required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of OMB Circular A-133 but provides for-profit organizations two (2) options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any Agreement or Agreement Contractor enters into with an audit firm to provide access by the County, State, Federal Government to the working papers of the independent auditor who prepare the audit for Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with [OMB Circular A-133](#), and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant, but no later than nine (9) months after the Contractor's fiscal year end.
- 3.12 **Reports.** Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 3.13 **Evaluation Studies.** Contractor shall participate as requested by County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS**

- 14.1 **Recitals.** This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, as applicable:
- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
- 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:
- 14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services and the County;
- 14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services and the County;
- 14.1.2.3 The Refugee Health Agreement between the California Department of Public Health and the County; and
- 14.1.2.4 The HIV/AIDS Case Reporting System Data Use Agreement between the California Department of Public Health and the County.
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2 **Definitions.** Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1 "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
- 14.2.2 "Business Associate" shall mean the Contractor.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

- 14.2.3 “County PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
- 14.2.4 “County PI/PII” shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
- 14.2.5 “Covered Entity” shall mean the County.
- 14.2.6 “Security incident” shall have the same meaning as defined by the State Agreements.

14.3 Responsibilities of Contractor

- 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
- 14.3.2 Safeguards. Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.
- 14.3.3 Mitigation. Contractor shall mitigate any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5 Cooperation with County
 - 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the request of County within ten (10) calendar days.
 - 14.3.5.2 Contractor will assist County regarding individual’s access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County Contracting Officer’s Representative and HHS Privacy Officer, to include:
 - 14.3.6.1 Initial Report.
 - 14.3.6.1.1 Contractor shall email County immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
 - 14.3.6.1.2 Contractor shall email County within one business day of the discovery of any suspected security incident or breach of County PHI/PI/PII
 - 14.3.6.1.3 Contractor shall additionally submit a completed County “Privacy Incident Report,” which is posted on County’s website, www.cosdcompliance.org within one (1) business day.
 - 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County’s “Privacy Incident Report” form.
 - 14.3.6.3 Notification. Contractor will comply with County’s request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Data Security. Contractor shall comply with data security requirements as specified by HIPAA and the State Agreements, including, but not limited to:
 - 14.3.8.1 Workforce members, including employees, interns, volunteers, subcontractors, etc., with access to County PHI/PI/PII shall:

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

- 14.3.8.1.1 Complete privacy and security training to include a signed certification within thirty (30) days of hire, and at least annually thereafter;
- 14.3.8.1.2 Sign a confidentiality statement, prior to access to County PHI/PI/PII; and
- 14.3.8.1.3 Wear an identification badge at facilities that contain County PHI/PI/PII
- 14.3.8.2 Facilities that contain more than five-hundred (500) records containing County PHI/PI/PII shall have security guards or a monitored alarm system.
- 14.3.8.3 Computer warning banners for all systems containing County PHI/PI/PII
- 14.3.8.4 Comprehensive, annual security risk assessments
- 14.3.8.5 Policies and internal controls to ensure transport and storage of County PHI/PI/PII in cars, airplanes, trains, and buses comply with State Agreements.
- 14.3.8.6 Sufficient administrative, physical, and technical controls in place to protect County PHI/PI/PII
- 14.3.9 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

**ARTICLE 15
DISPUTES**

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

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail or by email, as the case may be to the COR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally-generated press releases and media events regarding Contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor-generated media releases and media events regarding Contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use at the program. Contractor shall report

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

all such incidents to the COR within one (1) work day of their occurrence. However, if this contract includes Article 14, Contractor must adhere to timelines contained in Article 14.

- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within forty-eight (48) hours of receipt of any material complaints including, but not limited to, complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of Contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any Contractor staff or volunteer assigned to sensitive positions funded by this contract. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. However, if this contract includes Article 14, Contractor must adhere to requirements contained in Article 14.
- 16.21.1 Criminal Background Check. Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.21.4. At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).
- 16.21.2 Contractor shall either utilize a subsequent arrest notification service during employee or volunteers' tenure or perform criminal history annually.
- 16.21.3 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."
- 16.21.4 Definitions
- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
 - B. Minor: Individuals under the age of eighteen (18) years old.
 - C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the contract or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
 - D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that which may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
 - E. Volunteer: A person who performs a service willingly and without pay.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

- 16.22 Health Insurance. Contractor shall ask any client if the client or any minor(s) for whom they are responsible have health insurance coverage. If the response is “no” for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
AGREEMENT**

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this ____ day of ____ 20__ (“Effective Date”) and end on ____ 20__ (“Initial Term”) for a total Agreement period of ____ years.

OPTION TO EXTEND. [Optional] The County’s option to extend is for ____ increments of ____ year(s) each for a total of ____ years beyond the expiration of the Initial Term, not to exceed ____ 20__, pursuant to Exhibit C Payment Schedule **or adjustment factor identified.** Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

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

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

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

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

Name and Title
Address
Address
Phone, FAX and email

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

Name and Title
Address
Address
Phone, FAX and email

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

COUNTY OF SAN DIEGO

[CONTRACTOR NAME]

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____
Name and Title

Date: _____

Date: _____

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

Contractor shall provide a joint Independent Living Skills (ILS)/Workforce Innovation and Opportunity Act (WIOA)-funded Youth Program, offering seamless service delivery to current and former foster care youth, ages sixteen up to the youth's twenty-first (21st) birthday. The WIOA-funded Youth Program can continue past the youth's twenty-first (21st) birthday. The joint ILS/WIOA program is intended to equip targeted youth with the specific knowledge and skills needed to make informed decisions concerning education, employment, money management, permanency connections, self-care and social development, daily living skills, housing, transportation, community resources, and to provide comprehensive workforce services including, work readiness training, career pathway development, youth development, subsidized and unsubsidized work-based opportunities to appropriate youth. Contractor shall work directly with youth, both individually and in groups, to address the key life skill areas and workforce preparation.

Additionally, Contractor shall also provide a Life Skills Training (LST) program for youth, ages fourteen (14) and fifteen (15) years of age, that enhances everyday life skills such as money management, healthy living, home management, how to have a successful high school career, transportation, personal growth and self-esteem, sexual education and healthy relationships, career exploration and college and vocational options.

2. Background Information

Every year, approximately 350 foster youth reach the age of majority and become eligible to leave the foster care system. Foster youth need assistance in developing the critical skills needed to transition to self-sufficiency. The goal of the ILS program and the WIOA-funded Youth Program is to assist teens to avoid unemployment, dependency on public assistance, homelessness, or incarceration by providing a variety of targeted, accessible ILS services.

Historically, older foster youth have not received the comprehensive services needed to prepare for emancipation. In 1998, federal legislation provided a significant increase in funding. In 1999, the Chaffee Bill allowed ILS services to be provided until the youth's twenty-first (21st) birthday, if needed, and in 2008 the federal Fostering Connections to Success and Increasing Adoptions Act allowed states to extend foster care benefits to non-minor dependent youth who meet eligibility requirements until the age of twenty-one (21). Locally, there has been significant interest in improving services for older foster youth in order to help them achieve self-sufficiency. LST and ILS is administered by the County of San Diego, Health and Human Services Agency (HHSA), Child Welfare Services (CWS).

The Workforce Innovation and Opportunity Act (WIOA) is the nation's principal workforce development legislation. WIOA provides funds for the employment and training needs of adults, dislocated workers, and youth between the ages of fourteen (14) to twenty-four (24). The San Diego Workforce Partnership (SDWP) is designated by the City and County of San Diego to administer the WIOA funds from the Department of Labor (DOL), which support youth workforce activities.

Previously, the County and SDWP issued separate competitive procurements for services designed to prepare current and former foster youth for self-sufficiency. In an attempt to improve client support, eliminate unnecessary service duplication, and encourage efforts to leverage available resources, the County and SDWP issued a single joint Request for Proposal in May 2007 which resulted in awarding a County contract for ILS services and a SDWP contract for workforce services.

Eligible youth are referred for ILS services at age sixteen (16). Child Welfare Services' ILS social worker staff provide Tier I ILS case management to eligible dependents of the Juvenile Court of the County of San Diego until they attend a Transition Meeting (TM), and refer San Diego County dependents to Contractor for ILS case management services at the time of the Transition Meeting. While the meeting may take place after the youth's seventeenth (17th) birthday, most will be scheduled when the youth is eighteen (18).

Contractor provides Tier I ILS case management services to:

- Dependents of the Juvenile Court of the County of San Diego who have attended a Transition Meeting;

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- All eligible wards and dependents of other counties or states who are placed in San Diego County who have been determined eligible for ILS services and referred to Contractor for case management at any time after their sixteenth (16th) birthday; and
- All former dependents and wards (also known as aftercare youth) from the time they leave the foster care system until the youth's twenty-first (21st) birthday.

Additionally, Contractor provides a program of classes, hands-on workshops and special events for all eligible current and former foster youth, sixteen (16) to twenty-one (21) years old, and operates a Drop-In Center for them. The WIOA-funded youth programs can continue past the youth's twenty-first (21st) birthday. Contractor shall provide life skills trainings specific to fourteen (14) and fifteen (15) year-old current foster youth.

Both County ILS social workers and Contractor case managers assess each youth to determine if the youth would benefit from the additional Tier II WIOA-funded services. Youth must demonstrate a willingness to accept and participate in the WIOA-funded services. Youth may enroll in Tier II WIOA-funded services at any time during their participation in ILS. Contractor provides Tier II WIOA-funded services that include career pathway models to keep youth engaged by connecting classroom experience to real life work activities. It is expected that all youth enrolled in Tier II will complete a program in their chosen career pathway that results in completion of an industry-recognized certificate, diploma, and/or postsecondary degree that is a part of their long-term career goals.

Live Well San Diego Vision. The County of San Diego, Health and Human Services Agency (HHSA), supports the Live Well San Diego vision of Building Better Health, Living Safely and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about the initiative can be found on the County's website and a website designated to the initiative:

- http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html and
- <http://www.LiveWellSD.org>

LWSD outcomes for this Statement of Work may be found in the following paragraphs: 3.2.12, 3.2.13, 7.1.1.5, 7.1.7.4, 7.1.7.7, 7.5.5.4, 7.16.9.5, 7.17.1, 8.1.5.2.22, and 8.1.5.2.23.

3. Goals and Outcomes

- 3.1. Goals. The goal of the ILS and WIOA-funded Youth Program is to assist current and former foster youth transition to successful and responsible adulthood, by providing educational support, workforce development programming, supportive case management, and life skills training.
- 3.2. Outcome Objectives. Contractor shall ensure achievement of the following outcome objectives for those ages sixteen (16) and older:
 - 3.2.1. Seventy-five percent (75%) of youth nineteen (19) years and older receiving services from Contractor shall graduate from high school, receive a Certificate of High School Completion or a General Education Diploma (GED) as verified by the school record in Contractor's case record.
 - 3.2.2. Twenty percent (20%) of dependents and wards receiving services from Contractor who are under nineteen (19) years of age, and working toward high school completion, shall maintain paid or unpaid employment for three (3) consecutive months.
 - 3.2.3. Sixty percent (60%) of those youth who are enrolled in education or training at the time of enrollment in the WIOA program, or at any point during the program, shall attain a diploma, GED or industry-recognized certificate.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 3.2.4. Seventy-two percent (72%) of those youth who are enrolled in the WIOA program shall have placement in unsubsidized employment, post-secondary education or training activities during the second (2nd) and fourth (4th) quarter after exit from the program.
- 3.2.5. Other measures under the WIOA-funded Youth Program are:
 - 3.2.5.1. Measurable skills gain of participants who are in education or training programs that lead to a recognized post-secondary credential or employment (defined as documented academic, technical, occupational, or other forms of progress) toward such a credential or employment during the program year;
 - 3.2.5.2. Median earnings of participants who are in unsubsidized employment the second (2nd) quarter after exit, and
 - 3.2.5.3. Effectiveness in serving employers.
- 3.2.6. Seventy percent (70%) of the non-minor dependents and aftercare youth receiving services from Contractor shall achieve “full-time productivity” as verified by Contractor’s case record. Aftercare youth are expected to make constructive use of their time. This may be achieved in a variety of ways:
 - 3.2.6.1. Youth may work full-time (at least thirty-two [32] hours per week) or be enrolled in post-secondary education full-time (enrolled for twelve [12] hours of credit) or achieve a combination of the two (2) equaling full-time. This could include a combination of: three (3) units of school credit and twenty-four (24) hours of work per week; or six (6) units of school credit and sixteen (16) hours of work per week; or nine (9) units of school credit and eight (8) hours of work per week. Post-secondary education includes either an academic program or a job-training program, including, but not limited to, an apprenticeship or vocational program. Work may include either paid or unpaid employment. This outcome supports the WIOA program outcomes listed under this Section 3, of preparation for and placement in employment, post-secondary education, or advanced training.
 - 3.2.6.2. Some youth may require treatment and other rehabilitative services for special needs including physical, mental health, or substance abuse issues. Contractor may consult with a therapist and/or other professional providing direct services to assist the youth with recovery to determine the amount of time required for rehabilitation. This time may be included when calculating full-time productivity. Youth who have been determined eligible for Supplemental Security Income (SSI) due to disabilities are expected to participate in a treatment or recreational program.
 - 3.2.6.3. Youth may be credited with Full-Time Productivity when caring for a dependent infant up to twelve (12) weeks of age.
- 3.2.7. Seventy percent (70%) of non-minor dependents and aftercare youth receiving services from Contractor who terminate from Dependency or Wardship shall maintain stable housing for six (6) months as verified by Contractor’s case files and the Efforts to Outcomes (ETO) system.
- 3.2.8. Sixty percent (60%) of non-minor dependents and aftercare youth receiving services from Contractor who terminate from Dependency or Wardship shall maintain stable housing for twelve (12) months as verified by Contractor’s case files and the ETO system.
- 3.2.9. Sixty percent (60%) of non-minor dependents and aftercare youth receiving services from Contractor who terminate from Dependency or Wardship shall maintain stable income for six (6) months as verified by Contractor’s case files and the ETO system.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 3.2.10. Fifty percent (50%) of non-minor dependents and aftercare youth receiving services from Contractor who terminate from Dependency or Wardship shall maintain stable income for 12 months as verified by Contractor's case files and the ETO system.
- 3.2.11. Ninety percent (90%) of non-minor dependents and aftercare youth receiving services from Contractor shall identify and establish a relationship with a supportive adult.
- 3.2.12. Ninety percent (90%) of non-minor dependents and aftercare youth receiving services shall be able to independently access needed medical, dental, and mental health care.
- 3.2.13. Ninety percent (90%) of non-minor dependents and aftercare youth receiving services shall maintain health insurance coverage.

4. Target Population and Geographic Area

4.1. Target Population for Life Skills Training (LST)

- 4.1.1. Eligible youth are minor dependents and wards of the Juvenile Court residing in foster care at any time on or after their fourteenth (14th) birthday until their sixteenth (16th) birthday. These foster youth may reside in foster homes, group homes or with a guardian or relative.
- 4.1.2. All fourteen (14) and fifteen (15) year-old eligible youth may attend all life skills trainings.

4.2. Target Population for ILS Services (Tier 1)

- 4.2.1. Approximately 1,500 youth between the ages of sixteen (16) and twenty-one (21) are eligible for ILS services in San Diego County each year. Approximately 350 foster youth reach the age of majority each year. They may reside in foster homes, group homes, with a parent/guardian or relative, in a transitional living program, or they may live on their own. These youth include:
 - 4.2.1.1. Minor dependents and wards of the Juvenile Court residing in foster care at any time on or after their sixteenth (16th) birthday;
 - 4.2.1.2. Non-minor dependents between the ages of eighteen (18) and twenty-one (21) years who voluntarily participate in Extended Foster Care (EFC);
 - 4.2.1.3. Aftercare youth whose Juvenile Court Jurisdiction has terminated, but who have not yet attained their twenty-first (21st) birthday. Aftercare youth include:
 - 4.2.1.3.1. Former dependent and wards between the ages of eighteen (18) and twenty-one (21) years who have opted out of Extended Foster Care;
 - 4.2.1.3.2. Youth between the ages of sixteen (16) and twenty-one (21) years who receive Kin-GAP assistance;
 - 4.2.1.3.3. Youth between the ages of sixteen (16) and twenty-one (21) years with a non-related legal guardianship established in juvenile court on or after their eighth (8th) birthday.
- 4.2.2. All ILS-eligible youth may attend classes, workshops, and special events.
- 4.2.3. The County ILS Unit will provide ILS case management services to eligible dependents of the Juvenile Court of the County of San Diego, from age sixteen (16) until the dependents are referred to Contractor for case management services at the time of the Transition Meeting. Dependents of other counties and all eligible wards will be referred to Contractor for case management services when they become eligible for ILS services at age sixteen (16).

- 4.3. Target Population for WIOA-Funded Youth Program Services (Tier II). As current and former foster youth, all ILS youth are eligible to receive WIOA-funded services.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK**

- 4.3.1. Contractor shall inform all ILS youth about the available WIOA services, and, together with the youth, make a determination if the youth would benefit from WIOA services.
- 4.3.2. In-school youth is defined as a youth sixteen (16) to twenty-one (21) years of age at the time of enrollment and attending school.
- 4.3.3. Out-of-school youth is defined as a youth sixteen (16) to twenty-four (24) years of age at the time of enrollment and not attending any school. A youth is considered out of school if they are attending adult education provided under Title II of WIOA, Youth Build, or Job Corps.

4.4. Geographical/Regional Service Area(s)

- 4.4.1. Service Areas. The targeted youth live throughout San Diego County. Services are to be delivered within each of the Health and Human Services Agency (HHSA) Regions (refer to Attachment 1, Regions). The Central and North Central HHSA regions are combined into a Metro region for these services. The North Coastal and North Inland HHSA regions are combined into a North region for these services. Refer to the following chart which illustrates the percentage of youth receiving services in the regions listed in this paragraph (numbers are for use of services on June 30, 2016).

REGIONS	% of ILS-eligible Youth	% Distribution of LST Youth
East	21%	22%
Metro	34%	32%
South	19%	27%
North	26%	19%

- 4.4.2. Service Location. The service location shall be located within the region(s) identified in Attachment 1 and be accessible by public transportation.
- 4.4.3. Class/Workshop Location
 - 4.4.3.1. Classes and workshops shall be conducted within the contracted region(s) at a County-approved location that is accessible by public transportation.
 - 4.4.3.2. The County shall approve class and workshop schedules.
- 4.4.4. Drop-In Centers
 - 4.4.4.1. Drop-In Centers shall be located within the contracted region(s) at a County-approved location and be accessible by public transportation.
 - 4.4.4.2. The County shall approve Drop-In Center schedules.

5. Definitions (refer to Attachment 2)

6. LST Trainings. Contractor shall provide a County-approved LST curriculum offering interactive trainings for fourteen (14) and fifteen (15)-year old dependents and wards.

- 6.1. Contractor shall provide a County-approved life-skills class curriculum. Topics may include, but not be limited to:
 - 6.1.1. Money Management;
 - 6.1.2. Transportation;
 - 6.1.3. High School 101;
 - 6.1.4. College and Vocational Options;
 - 6.1.5. Career Exploration;
 - 6.1.6. Personal Growth and Self Esteem;

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 6.1.7. Sexual Education and Healthy Relationships;
- 6.1.8. Home Management; and
- 6.1.9. Healthy Living.
- 6.2. Contractor shall conduct “hands-on” trainings which involve youth in “real-world” learning activities.
- 6.3. Contractor shall schedule the “hands-on” trainings as often as necessary to cover all relevant topics, but at a minimum of once per semester for the whole curriculum.
- 6.4. Contractor shall submit the curriculum calendar to the Contracting Officer’s Representative (COR) or designee no less than three (3) weeks prior to the beginning of the term and make the calendar available to youth.
- 6.5. Contractor shall provide, per session, an incentive to youth who attend trainings, and an additional incentive for youth who complete the entire curriculum. The curriculum may be completed over more than one (1) term, and youth may attend individual classes more than one (1) time and in more than one (1) region, but each youth may receive the curriculum completion incentive only one (1) time.
- 6.6. Contractor may present other collaborative events in order to engage eligible youth. Contractor shall obtain an evaluation form from the LST participant for each training attended.
- 7. **General Requirements for Service Delivery.** NOTE: Items are labeled to indicate those that pertain specifically to the Tier I ILS-funded program (County) and those that pertain specifically to the Tier II WIOA-funded program (SDWP). Items that pertain to both programs are identified as common requirements. Refer to the SDWP’s Operations Manual on the WIOA-funded Youth Program requirements. <http://workforce.org/operations-manual>
 - 7.1. **Classes, Workshops, and Special Events.** This requirement is common to the ILS- and WIOA-funded programs. Contractor shall provide a County-approved ILS curriculum offering interactive classes, “hands-on” workshops, and special events for all ILS-eligible dependents, wards, and aftercare youth up to their twenty-first (21st) birthday. WIOA-funded youth programs can continue past the youth’s twenty-first (21st) birthday.
 - 7.1.1. Contractor shall provide a County-approved year-long life-skills class curriculum. Topics shall include, but not be limited to:
 - 7.1.1.1. Education;
 - 7.1.1.2. Youth Development;
 - 7.1.1.3. Work Readiness;
 - 7.1.1.4. Financial Literacy;
 - 7.1.1.5. Self-Care and Social Relationships;
 - 7.1.1.6. Daily Living Skills;
 - 7.1.1.7. Housing and Community Resources;
 - 7.1.1.8. Transportation; and
 - 7.1.1.9. Community Service
 - 7.1.2. Contractor shall conduct “hands-on” classes/workshops which involve youth in “real-world” learning activities.
 - 7.1.3. Contractor shall schedule the “hands-on” class/workshops as often as necessary to cover all relevant topics, but at a minimum of once per month.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 7.1.4. Contractor’s class/workshop schedule shall include adequate time for youth to participate in appropriate social interaction.
- 7.1.5. Contractor shall submit the curriculum calendar to the COR or designee no less than three (3) weeks prior to the beginning of the term and make the calendar available to youth.
- 7.1.6. Contractor shall provide a \$100.00 incentive to youth who complete the entire curriculum. The curriculum may be completed over more than one (1) term, and youth may attend individual classes more than one (1) time and in more than one (1) region, but each youth may receive the curriculum completion incentive only one (1) time.
- 7.1.7. “Hands-on” workshop activity topics that support youth in their preparation for self-sufficiency may include, but are not limited to:
- 7.1.7.1. Educational and vocational training options;
 - 7.1.7.2. Bank services;
 - 7.1.7.3. Budgeting/money management;
 - 7.1.7.4. Access to medical and dental care;
 - 7.1.7.5. Personal growth and self-esteem;
 - 7.1.7.6. Parenting education;
 - 7.1.7.7. Nutrition and food management;
 - 7.1.7.8. Comparison shopping for food and other goods.
 - 7.1.7.9. Housekeeping and roommate responsibilities;
 - 7.1.7.10. Renting an apartment, tenant and landlord responsibilities; and
 - 7.1.7.11. Transportation options.
- 7.1.8. Contractor shall collaborate with other ILS regional County contractors and County ILS staff to produce the following four (4) special events each year that shall be available to all ILS eligible youth:

EVENT	TIME FRAME	DESCRIPTION
Fall Regional Vocational Education Fair	Fall	An opportunity for youth to explore educational and vocational career options.
Independent City	Jan – March	Interactive, hands-on mock city that allows youth to participate and build skills for independent living.
Spring Regional Job Fair	Late Spring	Employment opportunities from various employers and employment resources located in one site.
Foster Youth Graduation	June	Celebration of high school completion.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 7.1.9. Contractor shall submit special event flyers to the COR or designee at least one (1) month prior to the event.
- 7.1.10. Contractor shall collaborate with other ILS regional County contractors, County ILS, SDWP staff, San Diego County Office of Education Foster Youth Services, the Juvenile Court, and other stakeholders to support the countywide “College and Career Day” and other College Connection events. Contractor shall advertise the events and actively encourage youth to attend.
- 7.1.11. Contractor may present other collaborative events in order to engage eligible youth.
- 7.1.12. Contractor shall obtain an evaluation form from the ILS participant for each module, workshop, and special event attended. The COR or designee shall review the evaluations during site visits.
- 7.1.13. Specific to Foster Youth Graduation, the County will be responsible for program development and execution. Contractor shall be responsible for the funding for the Foster Youth Graduation.
- 7.2. Site Based Program. This requirement is common to the ILS- and WIOA-funded programs.
 - 7.2.1. Contractor shall operate an alcohol-, drug-, and smoke-free Drop-In Center within the contracted service region. The purpose of the Drop-in Center is to encourage social interaction among the youth, provide them with a sense of community and belonging, offer internet access, and serve as a resource hub where youth can obtain information about education, employment, housing and other community resources.
 - 7.2.1.1. A continuum of services shall be offered from the Drop-In Center in each region.
 - 7.2.1.2. The Center shall be easily accessible to the youth via public transportation.
 - 7.2.1.3. The Center shall be open a minimum of fifteen (15) hours per week. The ILS COR or designee and the SDWP Program Specialist shall approve the operation schedule.
- 7.3. Life Skills Training (LST) Referral and Initial Contact. LST for fourteen (14) and fifteen (15) year olds.
 - 7.3.1. Contractor will be notified by County through a list of referrals of new participants in LST classes and events.
 - 7.3.2. Contractor shall send the COR or designee the attendance records by the tenth (10th) of the month following the month in which the attendance occurred.
- 7.4. ILS Referral and Initial Contact. This requirement is only for the ILS-funded program.
 - 7.4.1. The County shall verify ILS eligibility for all youth, utilize the ETO database to enroll eligible youth in the ILS program, and refer eligible youth to Contractor for ILS services. The initial referral form, completed by the case-carrying social worker or probation officer, shall be uploaded to the youth’s ETO demographic page.
 - 7.4.2. All ILS-eligible youth will be referred to Contractor for ILS classes, workshops, and special events at the time of their sixteenth (16th) birthday.
 - 7.4.3. Dependents of other counties, wards, Kin-GAP youth, and eligible youth in non-related legal guardianships will be referred to Contractor for case management services at age sixteen (16).
 - 7.4.4. Contractor shall schedule an initial planning interview with eighty percent (80%) of referred youth within twenty (20) working days of the date of receipt of the referral.
 - 7.4.5. Dependents of the County of San Diego will be referred for Contractor case management services when the youth is approximately eighteen (18) years old. The County ILS or EFC Unit social worker shall schedule a Transition Meeting after consulting with the assigned Contractor case manager. Whenever possible, the County shall provide at least five (5) working days’ notice of the Transition Meeting.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 7.4.6. Contractor shall attend the Transition Meeting scheduled for 100% of referred San Diego County dependents for whom they have received five (5) working days' notice of the Transition Meeting. Attending the Transition Meeting, which consists of a Face Meet and Greet, fulfills the requirement to schedule an initial planning interview within twenty (20) working days of receipt of referral.
- 7.4.7. In instances in which the County has made three (3) unsuccessful attempts to schedule a Transition Meeting for a dependent of the County of San Diego, the youth will be referred directly to Contractor for case management services.
- 7.4.8. In the event that Contractor is notified that a San Diego County dependent is unable or unwilling to attend a Transition Meeting and is being directly referred to Contractor for case management services, Contractor shall schedule an initial planning interview within twenty (20) working days of the date of notification.
- 7.4.9. Case information will be available to Contractor in the ETO system.
- 7.4.10. When youth are directly referred for case management services, Contractor shall complete a Casey Life Skills Assessment (CLSA) with the youth and the substitute care provider at the time of the initial planning interview.
- 7.4.11. Contractor shall actively engage all newly-referred youth, inform them about all available ILS- and WIOA-funded services, and encourage them to participate in program activities.
- 7.5. Transitional Independent Living Plan/Supportive Transitional Emancipation Program-Transitional Independent Living Plan (TILP/STEP-TILP) (refer to Attachments 3 and 4). This requirement is common to the ILS- and WIOA-funded programs.
 - 7.5.1. County social workers and probation officers shall assist dependents, wards, and non-minor dependents to develop an initial Transitional Independent Living Plan (TILP) that documents individual personal, academic, and career goals, and outlines a plan for achieving those goals. The plan shall be based on the Casey Life Skills Assessment (CLSA) and address the following areas:
 - 7.5.1.1. High School graduation
 - 7.5.1.2. A post-secondary plan which addresses future education and employment goals
 - 7.5.1.3. Work Readiness Employment, and Career Development
 - 7.5.1.4. Financial Literacy
 - 7.5.1.5. Self-Care and Social Relationships
 - 7.5.1.6. Daily Living Skills
 - 7.5.1.7. Housing and Community Resources
 - 7.5.1.8. Transportation
 - 7.5.1.9. Permanency Connections
 - 7.5.1.10. Essential document portfolio
 - 7.5.2. County ILS and EFC Unit social workers shall scan and upload each youth's TILP into ETO within twenty (20) days of completion.
 - 7.5.3. When dependents and wards that are not being served by the EFC Unit are referred to Contractor for case management, Contractor shall review the current TILP, track changes in a youth's competencies throughout his/her participation in the ILS Program, and modify the TILP as

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

required to assist the youth in achieving goals. At a minimum, the TILP shall be updated every six (6) months.

7.5.4. When a TILP is updated for a dependent or non-minor dependent served by an EFC Unit social worker, the EFC Unit social worker shall consult with the assigned Contractor case manager and schedule a joint site visit. The EFC Unit social worker and Contractor's case manager shall work collaboratively to track changes in a youth's competencies and modify the TILP as required to assist the youth in achieving goals. At a minimum, the TILP shall be updated every six (6) months. Whenever possible, the County shall provide at least five (5) working days' notice of the joint site visit.

7.5.4.1. In instances in which the EFC Unit social worker has made three (3) unsuccessful attempts to schedule a joint site visit, the EFC Unit social worker shall:

7.5.4.1.1. Assist the youth to update the TILP;

7.5.4.1.2. Inform the assigned Contractor case manager of the plan specifics via telephone or email contact;

7.5.4.1.3. Scan and upload each youth's TILP into ETO within twenty (20) days of completion.

7.5.5. Contractor shall assist aftercare youth to develop a Supportive Transitional Emancipation Program-Transitional Independent Living Plan (STEP-TILP) that documents individual personal, academic, and career goals and outlines a plan for achieving those goals. The plan shall be based on the Casey Life Skills Assessment (CLSA) and address the following areas:

7.5.5.1. Education;

7.5.5.2. Employment;

7.5.5.3. Career;

7.5.5.4. Health Coverage;

7.5.5.5. Housing;

7.5.5.6. Driver's License;

7.5.5.7. Permanency Connections and Support Network; and

7.5.5.8. Financial Literacy.

7.5.6. Contractor shall track changes in an aftercare youth's competencies throughout his/her participation in the ILS Program and modify the STEP-TILP to assist the youth in achieving goals. Contractor shall update the Plan as required, but at a minimum the STEP-TILP shall be updated at least once a year.

7.5.7. Contractor shall scan and upload each youth's TILP/STEP-TILP into ETO within twenty (20) days of completion.

7.6. Outreach, Identification and Referral to Tier II WIOA-Funded Services. This requirement is only for the Tier I ILS-funded program.

7.6.1. Contractor shall identify, recruit, and refer appropriate youth to WIOA-funded services. Appropriate youth are those who will benefit from and commit to participating in WIOA-funded services. Enrollment in WIOA-funded services may occur at any time during a youth's participation in the ILS program.

7.7. Tier II WIOA-Funded Program Enrollment, Orientation, and Assessment

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 7.7.1. Contractor shall ensure that all participants receive an orientation that includes information on all WIOA services available in this program and services available through other WIOA-funded providers, including America's Job Centers of California (AJCC).
- 7.7.2. Contractor shall determine if referred youth is eligible for WIOA-funded services. Certification of program eligibility must be completed prior to enrollment.
- 7.7.3. Contractor shall enroll youth who will benefit from and are willing to accept WIOA-funded services. WIOA-funded services will support the youth's transitional independent living plan as outlined in the TILP/STEP-TILP. The SDWP WIOA-funded contractor shall create an Individual Service Strategy (ISS) for each enrolled youth.
- 7.7.4. Contractor shall provide every participant an assessment of the academic level, skill levels, and service needs of each participant, which shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, mental health needs, and development needs. The goal is to accurately evaluate each youth in order to develop an appropriate ISS to meet their individual needs. Eligible youth who do not enroll in WIOA-funded services shall be provided information regarding other applicable and appropriate services available through other local programs that have the capacity to serve them. In addition, eligible youth shall be given referrals for further assessment if this is determined appropriate.
 - 7.7.4.1. Contractor may use results from a prior assessment, if the assessment was conducted no more than six (6) months prior to the youth's WIOA enrollment date.
 - 7.7.4.2. If no assessment was conducted during the six (6) months period prior to the youth's WIOA intake date, Contractor shall complete an assessment within thirty (30) days of intake.
 - 7.7.4.3. Contractor shall use one of the following approved testing instruments to measure literacy/numeracy skill levels: Tests of Adult Basic Education (TABE); or Comprehensive Adult Student Assessment Systems (CASAS).
- 7.7.5. Contractor shall make available the fourteen (14) WIOA youth program elements to enrolled youth as needed or requested. If Contractor does not directly provide one (1) of the program elements, Contractor shall demonstrate the ability to make seamless referrals to appropriate providers of such services. Refer to the SDWP's Operations Manual on the WIOA-funded Youth Program requirements (located at <http://workforce.org/operations-manual>).
- 7.8. Transitional Independent Living Plan/Supportive Transitional Emancipation Program-Transitional Independent Living Plan/Individual Service Strategy (TILP/STEP-TILP/ISS): This requirement is for the Tier II WIOA-funded program.
 - 7.8.1. Contractor shall utilize assessment data to update the TILP/STEP-TILP to include the participant's work history and outline additional WIOA services. The revised TILP/STEP-TILP/ISS will guide the delivery of specific WIOA strategies, activities, and services.
 - 7.8.2. Contractor shall maintain a copy of the revised TILP/STEP-TILP/ISS, signed by the youth, in the youth's file.
- 7.9. Case Management. This requirement is common to the ILS- and WIOA-funded programs.
 - 7.9.1. Contractor shall provide quarterly ILS case management services to eighty percent (80%) of dependents of other counties residing in San Diego County, and all eligible wards that have been referred for services as verified by Contractor's ETO case record. Contractor shall report quarterly face-to-face, telephone, email, social media, and collateral contacts. The goal is that eighty percent (80%) of the service shall be direct service, provided through an in-person, face-to-face contact. NOTE: Contractor shall notify County ILS Unit staff if dependents and wards of

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

other counties are no longer residing at the address provided at the time of the referral. County staff will determine if youth have returned to the county of jurisdiction.

- 7.9.2. Contractor shall provide monthly ILS case management services to eighty percent (80%) of dependents, including non-minor dependents of the Juvenile Court of the County of San Diego, who have attended a Transition Meeting or are referred directly for case management without a Transition Meeting as verified by Contractor's ETO case record. Contractor shall report monthly face-to-face, telephone, email, social media, and collateral contacts. The goal is that eighty percent (80%) of the service shall be direct service, provided through an in-person, face-to-face contact.
 - 7.9.3. Contractor shall provide monthly ILS case management services to eighty percent (80%) of referred aftercare youth, whose dependency or wardship has been terminated by the Juvenile Court, until their twenty-first (21st) birthday, as verified by Contractor's ETO case record. The County ILS Unit will enter the Jurisdiction Termination date in ETO. Contractor shall report monthly face-to-face, telephone, email, social media, and collateral contacts. The goal is that eighty percent (80%) of the service shall be direct service, provided through an in-person, face-to-face contact.
 - 7.9.4. Contractor shall provide monthly case management services to all WIOA-enrolled youth.
 - 7.9.5. Contractor shall collaborate with the County ILS Unit staff and/or EFC Unit social worker or probation officer to assist with the case management efforts.
 - 7.9.6. Contractor shall make three (3) consecutive months of attempts for youth refusing ILS services, and shall report monthly face-to-face, telephone, email, social media and collateral attempts in ETO.
 - 7.9.7. Contractor shall contact the COR or designee to transfer cases who refused ILS services to their inactive program in ETO, and shall continue to make efforts to engage youth on a quarterly basis until the youth request services or until they are no longer eligible for the services.
 - 7.9.8. Contractor shall provide case management services at times that are convenient for youth. This shall include evening and weekend hours when necessary.
 - 7.9.9. Contractor shall assist each ILS participant with the development of personal goals and objectives that focus on the youth becoming self-sufficient adults.
 - 7.9.10. Contractor shall provide linkages to appropriate community resources to 100% of all youth receiving services that request or need emergency assistance.
 - 7.9.11. Contractor shall utilize the ETO case record to maintain individual ILS case records and to track information required by the State and federal governments as identified below in Paragraphs 8.1.5.1 and 8.1.5.2.
 - 7.9.12. Contractor shall utilize the data management system selected by the SDWP to maintain WIOA case records and to track information required by the Department of Labor. This includes the entry of individual participant data such as eligibility determination, demographics, activities, case notes, and outcomes data. Timely data entry is required and must be entered within five (5) days after the date of any individual activity.
- 7.10. Tier I ILS Education Services. This requirement is common to the ILS- and WIOA-funded programs.
- 7.10.1. Contractor shall identify barriers that might result in the participant failing to complete high school, alternative secondary school, or obtain their GED, and provide assistance and support to resolve those issues.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 7.10.2. Contractor shall collaborate with County staff to identify referred dependents and wards that need information about education beyond high school and provide those youth with assistance to continue education beyond high school, including assistance with applications to college or vocational programs and assistance with financial aid applications.

7.11. Tier II WIOA-Funded Education Services

- 7.11.1. Contractor shall provide literacy/numeracy skill instruction that leads to literacy/numeracy skill gains that support the attainment of academic and employment goals.
- 7.11.2. Contractor shall provide services that include innovative and creative instructional approaches which offer a continuum of skill, grade-level, and developmentally-appropriate educational options that bridge to career pathways. A continuum of educational options may include, but is not limited to:
- 7.11.2.1. Tutoring;
 - 7.11.2.2. Study skills training;
 - 7.11.2.3. Evidence-based dropout prevention and recovery strategies that lead to completion of secondary school diploma or its recognized equivalent or for a recognized post-secondary credential;
 - 7.11.2.4. Alternative secondary school services; and
 - 7.11.2.5. Dropout recovery services.
- 7.11.3. Contractor shall provide opportunities for participants to prepare for and explore educational opportunities that lead to placement in post-secondary education or advanced training including apprenticeships.
- 7.11.3.1. Services shall include support for developing the necessary English, reading, writing, and math skills needed for success in post-secondary education.
 - 7.11.3.2. Contractor shall offer opportunities for:
 - 7.11.3.2.1. Study and research skill development;
 - 7.11.3.2.2. SAT test preparation;
 - 7.11.3.2.3. College Connection workshops and tours;
 - 7.11.3.2.4. Financial Aid workshops;
 - 7.11.3.2.5. Hands-on assistance with college and financial aid applications; and
 - 7.11.3.2.6. Earning dual high school and college credit.

7.12. Tier I ILS Employment Services

- 7.12.1. Contractor shall coordinate with other agencies to incorporate employment services into employment class modules and workshops.
- 7.12.2. Contractor shall assist youth to develop work readiness skills.
- 7.12.3. Contractor shall coordinate with other agencies to incorporate available community employment resources including job boards and career fairs to assist the youth in gaining employment.
- 7.12.4. Contractor shall educate all youth receiving services about the programs available at the local AJCC.
- 7.12.5. Contractor shall assist youth who are able to benefit directly from AJCC services to register and access services at the local AJCC.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 7.12.6. Contractor shall provide employment services at all times of the year. Additionally, Contractor shall provide assistance to youth seeking employment during the summer and holiday hiring seasons and school breaks.
- 7.12.7. Contractor's case manager shall assist the youth in obtaining or securing items needed in order to gain or retain employment, including but, not limited to:
 - 7.12.7.1. Transportation to seek employment;
 - 7.12.7.2. Transportation to employment prior to receiving the first paycheck;
 - 7.12.7.3. Other supportive resources as indicated in the youth's TILP/STEP-TILP/ISS; and
 - 7.12.7.4. Contractor shall assist youth in retaining employment.
- 7.12.8. Contractor shall identify youth who need Tier II intensive employment preparation or retention services.

7.13. Tier II Employment for WIOA-Enrolled Youth

7.13.1. Career Pathways

- 7.13.1.1. Contractor shall include counseling to support youth in achieving education and career goals; and
- 7.13.1.2. Contractor shall assist a youth to enter or advance within a specific occupation or occupation cluster.

7.13.2. Work Readiness Training. Contractor shall provide work readiness training which is critical in setting the foundation for work experience opportunities and, therefore, shall be offered to all youth in the program. Youth need the guidance on how to get a job and how to keep that job.

7.13.3. Work Experience Opportunities. WIOA includes a focus on providing youth with work experience opportunities. Therefore, a minimum of twenty-five percent (25%) of funding needs to be spent on work experience opportunities. Work experience provides youth an invaluable opportunity to develop work place skills. Paid and unpaid work experience must include academic and occupational educations and may include the following types of work experiences:

- 7.13.3.1. Summer employment opportunities and other employment opportunities available throughout the school year;
- 7.13.3.2. Pre-apprenticeship programs;
- 7.13.3.3. Internships and job shadowing; and
- 7.13.3.4. On-the-job training opportunities.

7.13.4. Business Service Representative (BSR). Contractor is required to budget for a BSR whose activities shall be dedicated exclusively to engaging industry and coordinating work-related activities for program participants. The primary role of the BSR is to engage employers and secure internships, job shadow opportunities, occupational skills training, apprenticeships, work experience, and unsubsidized job placement for program participants, as well as track outcomes.

NOTE: SDWP links can be found in Attachment 5 – SDWP Website Resources and Reference Materials.

7.14. Tier II WIOA Youth Development Services

7.14.1. Youth Development. Positive youth development is important to incorporate into Contractor's program design to provide youth opportunities to grow and lead in their community. Youth development activities include:

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK**

- 7.14.1.1. Leadership development opportunities;
- 7.14.1.2. Financial literacy education;
- 7.14.1.3. Entrepreneurial skills training;
- 7.14.1.4. Community service;
- 7.14.1.5. Peer-centered activities encouraging responsibility;
- 7.14.1.6. Positive social and civic behaviors; and
- 7.14.1.7. Adult Mentoring.

7.15. Tier II Follow-Up Services

- 7.15.1. Follow-Up Services. Contractor shall provide twelve (12) months of follow-up services to all youth who exit the program, to assist them in sustaining a successful transition from the program. These activities shall include, but are not limited to:
 - 7.15.1.1. Referral to other services;
 - 7.15.1.2. Continued guidance in the youth's ongoing educational and employment activity; and
 - 7.15.1.3. Contractor shall document follow-up services every quarter for four (4) quarters after exit.

7.16. Housing. This requirement is only for the ILS-funded program.

- 7.16.1. Contractor shall assist youth to complete a realistic Housing Plan within three (3) months of their eighteenth (18th) birthday, using the County-approved form. The Housing Plan shall identify housing options for a safe and affordable transition from foster care, and shall, at a minimum, provide information about:
 - 7.16.1.1. Credit checks;
 - 7.16.1.2. Signing lease and/or tenant agreements;
 - 7.16.1.3. Rental deposits;
 - 7.16.1.4. Monthly rent payments;
 - 7.16.1.5. Utility deposits and payments;
 - 7.16.1.6. Emergency assistance;
 - 7.16.1.7. Moving costs;
 - 7.16.1.8. Resources for furniture and other needs;
 - 7.16.1.9. Move out requirements;
 - 7.16.1.10. Utility transfers; and
 - 7.16.1.11. Choosing a roommate.
- 7.16.2. Contractor shall review the Housing Plan with youth as often as needed, but at least every six (6) months, and assist the youth to update the plan whenever necessary.
- 7.16.3. Contractor shall scan and upload the initial and updated Housing Plans to ETO within five (5) days of completion.
- 7.16.4. Contractor shall continue to assist ILS participants in need of housing.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 7.16.5. Contractor shall assist ILS participants with applications for the HOME Program, Transitional Housing Program (THP)-Plus programs, Transitional Youth Housing (TYH) programs, other existing transitional housing programs, and other housing resources.
- 7.16.6. Contractor shall develop linkages with community housing resources and services.
- 7.16.7. Contractor shall notify ILS participants of available assistance for emergency housing.
- 7.16.8. Contractor shall provide monthly face-to-face case management services to 100% of aftercare youth participating in the HOME Program to determine his/her success in achieving HOME Program goals and ensure that services identified in his/her STEP-TILP are being provided.
 - 7.16.8.1. Contractor's case manager shall conduct the face-to-face visit in the HOME Program participant's home at least once each quarter.
- 7.16.9. Contractor shall send a monthly email to the ILS Unit social worker for the HOME program indicating whether a face to face contact has been made with each HOME program youth and outlining any concerns in the following areas:
 - 7.16.9.1. Housing status;
 - 7.16.9.2. Educational status;
 - 7.16.9.3. Employment status;
 - 7.16.9.4. Income and financial literacy status;
 - 7.16.9.5. Health;
 - 7.16.9.6. Parenting status; and
 - 7.16.9.7. Legal status.
- 7.16.10. Contractor shall update the ETO Housing Assessment for each HOME participant each month.
- 7.16.11. Contractor shall provide an updated STEP-TILP and a transfer summary for youth who remain in the HOME Program after age twenty-one (21). These youth may continue to receive monthly case management services from the Casey Family Program staff.
- 7.16.12. Contractor shall collaborate with regional THP-Plus, THP-Plus Foster Care and TYH case managers to provide seamless support services to ILS-eligible youth residing in regional THP-Plus and TYH programs.
- 7.16.13. Contractor shall maintain monthly contact, including home visits, with ILS-eligible participants that are residing in other transitional housing programs.
- 7.16.14. Contractor shall maintain monthly contact with ILS participants who have successfully completed or otherwise terminated the HOME Program or other transitional housing programs to assist them to maintain stable housing up to the age of twenty-one (21).
- 7.17. Community Linkages and Referrals. This requirement is common to the ILS- and WIOA-funded programs.
 - 7.17.1. Contractor shall develop linkages with adult service providers and refer youth to appropriate community programs, including Medi-Cal and CalFresh, to help them achieve the goals and objectives established in the youth's TILP/STEP-TILP/ISS.
 - 7.17.2. Contractor shall include community events as part of independent living training, including neighborhood services, recreation, leisure time activities, and social clubs.
 - 7.17.3. Contractor shall include contacts with public agencies for information about resources, scholarships, and training opportunities.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 7.17.4. Contractor shall establish linkages with school districts, Community College districts, Employment Preparation Centers, Licensed Group Homes, Foster Family Agencies, and all Transitional Housing Programs in the region.
- 7.17.5. Contractor shall work in partnership with AJCC so as to provide a continuum of services that transitions youth into the adult service delivery system. For a listing of AJCC locations and contact information, see the following website link: <http://workforce.org/ajcc>.
- 7.18. Consultation. This requirement is common to the ILS- and WIOA-funded programs.
- Contractor shall participate in case consultation with County Social Worker/Probation Officer and San Diego County Office of Education-Foster Youth Services staff to facilitate coordination of services. Consultations may be conducted through face-to-face contact, telephone or email.
- 7.19. Transfers between Service Regions. This requirement is only for the ILS-funded program.
- 7.19.1. Contractor shall serve all ILS-eligible youth unless notified of the youth's transfer.
- 7.19.2. Contractor shall follow the County's written ILS policies when a youth moves between regions and a case needs to be transferred.
- 7.19.2.1. When a youth's case is transferred to another region, Contractor shall update the youth's ETO file before dismissing the ETO case. Contractor shall ensure that:
- 7.19.2.1.1. The Demographic Page has been properly updated to include correct contact information;
- 7.19.2.1.2. The TILP/STEP-TILP is current;
- 7.19.2.1.3. The relevant assessments are complete;
- 7.19.2.1.4. Reliable Contacts have been entered; and
- 7.19.2.1.5. All Efforts have been entered.
- 7.19.3. Contractor shall provide email notification to the new contractor, the ILS/EFC Unit Social Worker/Probation Officer, and the ILS Unit Office Assistant informing them of the case transfer within five (5) business days of notification of the youth's move. Contractor shall use only the ETO case number, first name and last initial to identify the youth in the email.
- 7.19.4. Contractor shall refer the ETO case to new contractor within five (5) business days of the notification of move.
- 7.19.5. When a youth's case is to transfer to another region, Contractor shall forward the ILS participant's hard copy case records to the ILS Unit Office Assistant within five (5) business days of notification of the youth's move and need for case transfer.
- 7.19.6. The new contractor shall accept the ETO referral within five (5) business days and contact the youth within twenty (20) business days of the transfer date.
- 7.19.7. For reporting purposes, the region in which the ILS participant is residing at the end of the month shall be responsible for reporting for that youth.
- 7.20. Meeting and Meeting Notices. This requirement is common for the ILS- and WIOA-funded programs.
- 7.20.1. Collaborative Meetings. Contractor shall attend both County and SDWP monthly collaborative meetings to develop plans, review program progress, and address concerns as they arise and other meetings as requested.
- 7.20.2. Technical Assistance. Contractor shall participate in a series of technical assistance and capacity-building workshops offered by SDWP and the County. These presentations will address

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

a variety of subjects including professional development, program practices, and operational requirements.

- 7.21. Youth Outreach Plan. This requirement is common for the ILS- and WIOA-funded programs, and for LST for fourteen (14) and fifteen (15) year olds.

Contractor shall develop and submit an outreach plan and implementation schedule for engaging and increasing participation of youth in the ILS- and WIOA-funded programs, and LST programs to the Contracting Officer Representative (COR) or designee before June 30th of each contract year. The Plan shall specifically address:

- 7.21.1. Outreach to dependents and wards to encourage class, workshop and special event attendance;
- 7.21.2. Outreach to licensed group homes and foster family agencies to encourage youth attendance;
- 7.21.3. Outreach to transitioning and aftercare youth for the ILS and WIOA funded programs.

- 7.22. Required Case Documents. This requirement is common for the ILS- and WIOA-funded program.

- 7.22.1. Referral Documents. The County shall utilize the ETO database to refer youth to Contractor for services and provide the following:

- 7.22.1.1. The Referral Form, completed by the case-carrying Social Worker or Probation Officer, shall be uploaded to the ETO Demographics page.
- 7.22.1.2. Alerts shall be included on the ETO Demographic Page.
- 7.22.1.3. Individual Education Plan (IEP), if available and any other information from the Foster Youth Services database shall be forwarded to Contractor.
- 7.22.1.4. Casey Life Skill Assessment scores shall be uploaded to the ETO Casey Scores Assessment page.
- 7.22.1.5. Completed Transitional Independent Living Plan (as outlined above in Paragraph 7.8) shall be uploaded to the ETO TILP assessment.
- 7.22.1.6. Dependency Letters shall be uploaded to ETO Demographics page.
- 7.22.1.7. Efforts completed while the ILS/EFC Unit Social Workers provided case management to the County dependents prior to the Transition Meeting shall be recorded in ETO Participant Efforts.

- 7.22.2. Contractor shall provide:

- 7.22.2.1. The TILP/STEP-TILP shall be uploaded to the ETO TILP/STEP-TILP assessment pages.
- 7.22.2.2. The SDWP-approved Updated TILP/STEP-TILP/ISS for Youth who are enrolled in WIOA-funded services.
- 7.22.2.3. The Housing Plan as outlined above in Paragraph 7.16.1 (refer to Attachment 6, Housing Plan) shall be attached to the ETO Housing Assessment.

- 7.22.3. Contractor shall provide monthly information on the status of the youth enrolled in the HOME program as outlined above in Paragraphs 7.16.8 and 7.16.9.

- 7.23. Required Case Documents for WIOA-Enrolled Youth. Refer to the SDWP's Operations Manual for required documents which is located at: <http://workforce.org/operations-manual>

- 7.24. Staffing Requirements. This requirement is common for the ILS- and WIOA-funded programs.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 7.24.1. ILS staff are to be dedicated for the ILS Program and may be shared with THP-Plus and TYH programs.
- 7.24.2. Staff Ratio. Contractor shall provide one (1) adult staff or volunteer for every six (6) ILS participants during special events and workshop activities (ratio excludes youth who have reached up to eighteen [18] years of age).
- 7.24.3. Clearances for Work with Minors. Contractor's employees and volunteers, who work on this contract and work directly with minors, shall have the following clearances completed by Contractor:
- 7.24.3.1. Criminal Background Fingerprint Clearances. Contractor shall choose a criminal background checking organization which includes a process by which Contractor is notified if the employee is added to the Department of Justice's criminal list subsequent to their initial clearance.
- 7.24.3.1.1. Contractor shall complete clearances for current employees and volunteers who have not been fingerprinted through a system that reports subsequent crimes.
- 7.24.3.1.2. Contractor shall successfully register newly hired staff and new volunteers (prior to beginning employment/volunteer activities) and receive an appropriate clearance by "Trustline" or an equivalent organization that conducts criminal background checks for persons who work with minors.
- 7.24.3.1.3. Contractor shall implement a process whereby a signed agreement is received from employees and volunteers to notify Contractor within forty-eight (48) hours after any arrest for criminal activity that occurs subsequent to their initial clearance.
- 7.24.3.1.4. Contractor shall immediately remove an employee or volunteer with an unresolved negative clearance from programs funded with County funds. Resolving a negative clearance requires that the appropriate State of California agency render a decision or finding allowing the employee or volunteer to work with minors.
- 7.24.3.2. Drug Testing. Prior to beginning employment, Contractor shall drug test all potential employees and volunteers. Drug test results shall be negative for illegal drug use, including marijuana.
- 7.24.3.3. Tuberculosis Testing. Contractor shall ensure that all current staff and volunteers and/or all new employees and volunteers be tested for tuberculosis and be negative for infectious tuberculosis.
- 7.24.4. References. Employees and volunteers shall provide prior employment/volunteer experience references. Contractor shall verify reference information and employees and volunteers shall not have any negative references for working with minors.
- 7.24.5. Staff and Volunteer Development
- 7.24.5.1. Contractor shall develop and provide a comprehensive plan and schedule for ILS staff training. The training plan for staff and volunteers shall include modules on the role of self-sufficiency in adolescent and young adult development, education, employment, housing, health care, basic life skills, healthy relationships, preparation for community living, and preparation for transition. The training program shall be tailored to the specific needs and characteristics of the population being served. This plan is due on June 30th for each year of the contract.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 7.24.5.2. Contractor shall provide all staff and volunteer training specific to the provision of neighborhood-based services, including training on community characteristics, resources, needs, and on how to negotiate services for the target population within neighborhood-based environment.
- 7.24.5.3. Contractor shall provide training that incorporates and encourages the participation of representatives from community-based service providers, as well as community residents and leaders.
- 7.24.5.4. Contractor shall provide staff and volunteer training specific to the need to protect the security of client identity.
- 7.24.5.5. Contractor shall maintain a record of individual training plans and training received by each staff member and volunteer in the employee's or volunteer's personnel file.
- 7.24.5.6. County and SDWP shall approve all training plans.
- 7.24.6. Notification of Staffing Changes
Contractor shall notify COR or designee prior to any significant change in the organizational structure including key administrative positions such as Chief Administrative Officer and contract financial officer, and shall report personnel change in the Program Manager position and program line staff. Résumés shall be submitted to the COR or designee prior to program personnel changes. A written plan for program coverage and personnel transition shall be submitted to the COR or designee at least seventy-two (72) hours prior to any personnel change in the Program Manager position.

8. Data Collection and Reporting Requirements

- 8.1. Efforts to Outcome Database (ETO). This requirement is only for the ILS-funded program.
 - 8.1.1. Contractor shall utilize the custom ILS application ETO database to record client data and ILS contacts.
 - 8.1.2. Contractor shall ensure that all staff entering data in ETO have received ETO training provided by the County and signed a County ETO User Access Guidelines Form.
 - 8.1.3. Contractor shall accept referrals in ETO within five (5) working days of receiving email notification of referral or at the time of the TM.
 - 8.1.4. Contractor shall enter all required information within five (5) working days. Required information shall include:
 - 8.1.4.1. Demographic updates;
 - 8.1.4.2. Assessments relevant to youth's individual plan;
 - 8.1.4.3. Services offered to youth entered as Efforts;
 - 8.1.4.4. Reliable Contacts documenting Permanency Connections and other supportive individuals; and
 - 8.1.4.5. Employment records.
 - 8.1.5. Contractor shall enter data in ETO monthly or as required for each youth served in order that the County can track the following:
 - 8.1.5.1. Participant Characteristics
 - 8.1.5.1.1. Number of referrals to Contractor for ILS services throughout the year;
 - 8.1.5.1.2. Number of youth who refused services;

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK

- 8.1.5.1.3. Number for whom a TILP/STEP-TILP was completed;
- 8.1.5.1.4. Number of youth for whom a Housing Plan was completed;
- 8.1.5.1.5. Number of youth who attended Transition Meeting;
- 8.1.5.1.6. Number of ILS participants who are single;
- 8.1.5.1.7. Number of ILS participants who are married;
- 8.1.5.1.8. Number of ILS participants who are parents;
- 8.1.5.1.9. Number of ILS participants who have special needs.
- 8.1.5.2. Program Outcomes
 - 8.1.5.2.1. Number of ILS participants who completed services or a component of services;
 - 8.1.5.2.2. Number of ILS participants who are continuing to receive case management services;
 - 8.1.5.2.3. Number and names of ILS participants who have obtained a high school diploma, Certificate of Completion or GED;
 - 8.1.5.2.4. Number of ILS participants who are continuing or currently enrolled in high school, adult school, or GED;
 - 8.1.5.2.5. Number and names of ILS participants who have completed vocational training or on-the-job training;
 - 8.1.5.2.6. Number and names of ILS participants who are continuing or currently enrolled in vocational training or on-the-job training;
 - 8.1.5.2.7. Number and names of ILS participants who are enrolled in college;
 - 8.1.5.2.8. Number and names of ILS participants who are enrolled in community college;
 - 8.1.5.2.9. Number and names of ILS participants who are enrolled in a four-year university;
 - 8.1.5.2.10. Number of youth who received an Associate of Arts degree (AA);
 - 8.1.5.2.11. Number of youth who received a Bachelor of Arts degree (BA);
 - 8.1.5.2.12. Number of youth who received a vocational certificate or license;
 - 8.1.5.2.13. Number of ILS participants who obtained employment;
 - 8.1.5.2.14. Number of ILS participants who obtained full-time employment;
 - 8.1.5.2.15. Number of ILS participants who obtained part-time employment;
 - 8.1.5.2.16. Number of youth who held a job/internship for at least three (3) consecutive months; six (6) months; nine (9) months; twelve (12) months; more than twelve (12) months;
 - 8.1.5.2.17. Number and names of ILS participants who enlisted in the military, Job Corps, AmeriCorps, or California Conservation Corps;
 - 8.1.5.2.18. Number of ILS participants who are actively seeking employment;
 - 8.1.5.2.19. Number of youth who were not employed;

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK**

- 8.1.5.2.20. Number and names of ILS participants who are determined unemployable;
- 8.1.5.2.21. Number of youth who identified an adult who provides emotional support and guidance about school/job;
- 8.1.5.2.22. Number of youth who maintained MediCal or other health insurance;
- 8.1.5.2.23. Number of youth who know how to obtain medication and access other health services;
- 8.1.5.2.24. Number of ILS participants who are living independently;
- 8.1.5.2.25. Number of ILS participants who are living with family members;
- 8.1.5.2.26. Number of ILS participants who are living in a college dormitory;
- 8.1.5.2.27. Number of ILS participants who transitioned into other government-assisted services;
- 8.1.5.2.28. Number and names of ILS participants who received transitional housing placement services;
- 8.1.5.2.29. Number of participants in the HOME program who are actively receiving monthly case management services;
- 8.1.5.2.30. Number of ILS participants who report feeling unsafe in their home or neighborhood;
- 8.1.5.2.31. Number of ILS participants who were homeless or slept in a shelter at least one (1) night;
- 8.1.5.2.32. Number of youth who are receiving income from employment, scholarships, grants, financial aid, stipends, Chafee funds, SSI, TANF (CalWORKs) or support from family members;
- 8.1.5.2.33. Number of youth who receive food stamps (CalFresh);
- 8.1.5.2.34. Number of youth who have a savings account;
- 8.1.5.2.35. Number of youth who report not having enough money to buy food;
- 8.1.5.2.36. Number of youth known to use illegal substances;
- 8.1.5.2.37. Number of incarcerated youth.
- 8.1.5.3. Service Delivery. How case management services were provided (face-to-face, phone, email, social network contact, mail, or collateral) and a brief summary of the contact.
- 8.1.6. Contractor shall check ETO monthly to ensure that client information has been correctly updated.
- 8.1.7. ILS Unit staff will enter the date that court jurisdiction terminates for all dependents and wards.
- 8.1.8. Contractor shall input attendance for fourteen (14) and fifteen (15) year old dependents and wards who attend LST trainings within five (5) business days.
- 8.2. Data Management System. This requirement is only for the WIOA-funded programs.
 - 8.2.1. Contractor shall obtain a license to access the selected data management system in order to utilize the application in each region served.
 - 8.2.2. Contractor shall utilize the data management system in accordance with the SDWP's Operations Manual to record WIOA-funded service contacts with each referred participant. SDWP's Operations Manual is located at <http://workforce.org/operations-manual>.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT A – STATEMENT OF WORK**

8.2.3. Contractor shall enter participant's data within five (5) days of any individual activity.

8.2.4. SDWP will provide data management system technical assistance.

8.3. Quarterly Progress Report

8.3.1. ILS Report. Contractor shall provide quarterly reports to the County and SDWP summarizing services delivered each month. Data reported will be taken from ETO and SDWP selected data management system. The County will provide the format for ILS reports and technical assistance, as needed, for report completion (refer to Attachment 7, ILS Quarterly Performance Report).

8.3.2. The quarterly progress reports (QPRs) are to be submitted to the County COR or designee and SDWP no later than the fifteenth (15th) of October, January, April, and July.

8.3.3. WIOA-funded Services Report. Contractor shall submit a program narrative report documenting progress to SDWP and the County COR or designee. The County and SDWP will provide the report format.

8.4. Client Satisfaction Surveys

Contractor shall conduct client satisfaction surveys, using County- and SDWP-approved tools, at least quarterly. These surveys are to be available on-site and reviewed during site visits. At least fifty percent (50%) of clients shall complete a County-/SDWP-identified survey during each survey period. Of these completed, eighty percent (80%) shall be satisfied with services.

9. Automation

9.1. Contractor shall have the technological capacity to communicate, interface, and comply with all County requirements electronically using compatible systems, hardware, and software.

9.2. Contractor shall require all staff to utilize a secure agency email account in all communication with the County.

9.3. Identifying information including the last name of the participant shall not be used in email communications. Participants shall be identified only by their unique ETO identifier, first name, and last initial.

10. Other Requirements

Taxicabs. Contractor shall not use taxicabs or ride-hailing applications, such as Uber or Lyft, to transport unescorted minor children or minor program participants who receive services funded by the County of San Diego.

11. Administrative Action – Contract Performance and Compliance

11.1. Contractor may be subject to Administrative Action by the County in the event Contractor has difficulty providing services or otherwise complying with terms and conditions of this contract or efforts to provide technical assistance have failed. The Administrative Actions may include one (1) or more of the following:

11.1.1. Notice of deficiency to Contractor;

11.1.2. Development of Corrective Action Plan to be monitored by the County;

11.1.3. Placement of the facility on "Hold Status," during which the County will withdraw any referrals in progress and no new referrals will be made; or

11.1.4. Contract termination.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Improper Sexual Conduct including sexual harassment, sexual abuse and sexual misconduct applying to bodily injury, property damage or personal injury arising out of the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of the insured or as a result of the negligent employment, investigation, hiring & supervision or the reporting or failure to report to proper authorities of a person for whom any insured is or ever was legally responsible.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Improper Sexual Conduct: \$2,000,000 per occurrence or claim with an aggregate limit of not less than \$2,000,000.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

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

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to Contractor's

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS

insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

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

General Provisions

5. Qualifying Insurers

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

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty (30) days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

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

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

8. No Limitation of Obligations

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

9. Review of Coverage

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

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS

utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

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

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three (3) years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REFERENCE B – COUNTY BUDGET INSTRUCTIONS**

**PLEASE SEE REFERENCE B, COUNTY BUDGET INSTRUCTIONS,
ATTACHED SEPARATELY IN BUYPNET AS A DOCUMENT TITLED
“rfp_7611_ref_b_budget_instructions_ILS.xlsx”**

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT C – PROPOSED BUDGET**

**PLEASE SEE EXHIBIT C, PROPOSED BUDGET, ATTACHED
SEPARATELY IN BUYPNET AS A DOCUMENT TITLED
“rfp_7611_exh_c_budget_ILS.xlsx”**

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 1 – REGIONS

For this solicitation, there are four (4) geographic regions: East, Metro (includes Central and North Central as listed below) South and North (includes North Coastal and North Inland as listed below1).

San Diego County Geographic Zipcodes and HHSA Regional Boundaries

(Only current geographic zipcodes-historic and P.O. Box zipcodes not included-please contact Adrienne Perry if desired)

Central	East	North Central	North Coastal	North Inland	South
92101	91901	92037	92007	92003	91902
92102	91905	92093	92008	92004	91910
92103	91906	92106	92009	92025	91911
92104	91916	92107	92010	92026	91913
92105	91917	92108	92011	92027	91914
92113	91931	92109	92014	92028	91915
92114	91934	92110	92024	92029	91932
92115	91935	92111	92054	92036	91950
92116	91941	92117	92055	92059	92118
92134	91942	92119	92056	92060	92135
92136	91945	92120	92057	92061	92154
92139	91948	92121	92058	92064	92155
92182	91962	92122	92067	92065	92173
	91963	92123	92075	92066	
	91977	92124	92081	92069	
	91978	92126	92083	92070	
	91980	92130	92084	92078	
	92019	92131	92091	92082	
	92020	92140	92672	92086	
	92021	92145		92096	
	92040	92161		92127	
	92071			92128	
				92129	
				92259	
				92536	

Source: SanGIS, 09/07.

Contact: Adrienne Perry, GIS Coordinator, OSM (619) 515-4294



County of San Diego
Health and Human Services
Strategic Planning & Operational Support
Office of Strategy Management

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 2 – DEFINITIONS

Item	Definition
Adult	An individual who has reached the age of majority (18 or older).
Adult Mentoring	Adult mentoring must last at least 12 months and be provided by someone other than the WIOA youth participant's case manager since mentoring is above and beyond typical case management services. Mentoring services may include group mentoring, mentoring via electronic means, and other forms as long as it also includes individual mentoring from an assigned mentor.
Advanced Training	An occupational skills and employment or training program which does not duplicate training received under WIOA Title I. Training that leads to an academic degree (e.g., AA, AS, BA, BS) should be categorized as post-secondary education and not reported as advanced training. Advanced training does not include training funded partially or wholly with WIOA funds.
Aftercare Youth	ILS eligible former foster youth whose Dependency or Wardship has terminated and who has not reached his/her 21 st birthday.
Alternative Secondary School Services	A non-standard high school, other than a home school, for students with special needs, interests, or learning styles. Examples include GED/Diploma Preparation programs or Juvenile Court and Community Schools.
Apprenticeship	A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency/Council. Approval is by certified registration or other appropriate written credential. To count as a placement, the apprenticeship must be paid.
Assessment	A review of academic level, skill levels, and service needs of each participant, which will include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, mental health needs, and development needs. Where appropriate, recent assessment (within 6 months) may be used in lieu of additional assessment.
Assessment Tools (Literacy/Numeracy)	The following are the only federally-approved testing measurements that can be used to assess participant skill level for literacy/numeracy: • Tests of Adult Basic Education (TABE); and • Comprehensive Adult Student Assessment Systems (CASAS).
Attending School	An individual is considered to be attending school if the individual is enrolled in secondary or post-secondary school. These include but are not limited to: traditional K-12 public and private and alternative schools (e.g. continuation, magnet, charter, Juvenile Community and Court schools).
AWOL Youth (Runaway Youth)	A minor youth under the jurisdiction of the Juvenile Court who absents himself or herself from place of legal residence without the authorization of the Juvenile Court.
Basic Skills Deficient	An individual who computes or solves problems, reads, writes or speaks English at or below eighth grade level (8.9) on a generally accepted standardized test or a comparable score on a criterion reference test.
Bridge Program	A higher education program specifically designed to assist a student with an attained initial educational or initial level of professional licensure to attend college courses and achieve a degree or higher level of professional licensure in the same field of study in less time than an entry-level student would

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 2 – DEFINITIONS

Item	Definition
	require.
Business Service Representative (BSR)	Performs professional work providing job development and placement, alignment of youth skills and occupational interest with employer needs, and intensive job search assistance and workshops for WIOA youth. Serves as a communication link between businesses and their needs and the workforce development system and its services. Identifies challenges/unmet needs and workforce solutions from a business perspective. Coordinates services with partnering agencies, and staff to assist youth in locating employment opportunities. Must attend BSR meetings at SDWP.
Career Pathways	A strategy to support participants' transitions from education into and through the workforce. This strategy has been adopted at the federal, state and local levels in order to increase education, training, and learning opportunities for America's current and emerging workforce.
Case Management	Coordination and documentation of all services provided to youth. Effective case management requires a client-centered, strength-based approach in planning and delivering all encompassing, customized services.
Certificate	An official document awarded in recognition of an individual's attainment of measureable technical or occupational skills necessary to gain employment or advance within an occupation. The technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards or work readiness certificates are not included in this definition of technical or occupational skills.
Closure	An enrolled individual completing planned intensive services prior to soft exit, and has no future services scheduled. Once Closure Form is entered in CalJOBS, an enrolled individual is now able to receive Follow-Up services.
Cohort	A group of students who work through a curriculum together to achieve the same academic degree at the same time. A cohort forms when the students begin the curriculum and typically does not admit new members afterward. [See Learning Community]
Dependent	A minor or non-minor between the ages of 16 and 21 participating in Extended Foster Care who is under the jurisdiction of the Juvenile Court due to risk of abuse or neglect (See W&I Code 300).
Disabled Youth	The Americans with Disabilities Act (ADA) has a three-part definition of "disability" that reflects the specific types of discrimination experienced by people with disabilities. Accordingly, it is not the same as the definition of disability in other laws, such as state workers' compensation laws or other federal or state laws that provide benefits for people with disabilities and disabled veteran's. Under the ADA, an individual with a disability is a person who: • Has a physical or mental impairment that substantially limits one or more major life activities; • Has a record of such an impairment; or Is regarded as having such an impairment.
Direct Services Case Management	Individual face-to-face case management meetings with youth. Face-to-face contact meetings with youth may take place at the contractor's office, site based location, the youth's home, school or job site.
Eligible (Eligibility)	Refers to an individuals' status in relation to their ability to receive services

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 2 – DEFINITIONS

Item	Definition
	under WIOA. Refer to the SDWP's Operations Manual on the WIOA funded Youth Program requirements. http://workforce.org/operations-manual
Entrepreneurial Skills Training	Entrepreneurship education seeks to prepare people, particularly youth, to be responsible, enterprising individuals who become entrepreneurs or entrepreneurial thinkers by immersing them in real life learning experiences where they can take risks, manage the results, and learn from the outcomes.
Evidence Based Best Practice	Making practice decisions based on integration of the best scientific evidence, clinical expertise, and client values (informed consent). Ethical and professional obligation to seek out, assess, and apply the best available evidence as appropriate for program design and development.
Extended Foster Care	The extension of foster care up to the age of 21 in order to assist youth to prepare for a successful transition into adulthood and self-sufficiency. Youth who remain as Minor Dependents (NMDs) of the Juvenile Court must sign a mutual voluntary agreement and satisfy federal criteria by meeting one of the five participating conditions: • Completing secondary education or a program leading to an equivalence credential; • Enrolled in post-secondary or vocational education; • Participating in a program or activity designed to promote, or remove barriers to, employment; • Employed for at least 80 hours per month; • Have a disability that prevents him/her from doing any of the above.
Financial Literacy	Includes, but is not limited to, budgeting and managing credit, student loans, consumer debt, and identity theft security with those specified academic areas. Financial literacy education is an essential component of preparing individuals to manage money, credit, and debt, and of becoming responsible workers, heads of households, investors, entrepreneurs, business leaders, and citizens.
Follow-Up Services for Youth (WIOA)	Follow-up services are required for a minimum duration of 12 months after exiting from the WIOA program. The types of services provided and the duration of services must be determined based on the needs of the individual. Follow-up services provide the necessary support to ensure the success of youth post-program.
Former Foster Youth	Youth who was previously a dependent or ward in out-of-home care. Also known as Aftercare Youth.
Foster Youth	Youth under the jurisdiction of the Juvenile Court who are placed in out-of-home care funded by state or local government payments. Foster youth include: • Dependents who come to the attention of the Juvenile Court due to risk of abuse or neglect by the minor's parent or guardian (see W&I Code 300). Child Welfare Services is responsible for the youth's care, control, and custody. • Wards who come to the attention of the Juvenile Court due to delinquent behavior (see (W&I Code 602). The minor's care, control, and custody are under the supervision of the Juvenile Probation Department. The Juvenile Court has ultimate authority over these youth, order the

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 2 – DEFINITIONS

Item	Definition
	placement of youth, and reviews the situation at least twice each year.
Full Time Productivity ILS Outcome Goal	It is expected that after care youth will be working full time (working at least 32 hours per week) or be in school full time (enrolled for 12 hours of credit) or achieve a combination of the two equaling full time. This could include a combination of 3 units of school credit and 24 hours of work per week, or 6 units of school credit and 16 hours of work per week, or 9 units of school credit and 8 hours of work per week. Youth may attend an academic program or actively participate in a job-training program, including but not limited to an apprenticeship or vocational program. Youth who have been determined eligible for SSI due to disabilities are expected to participate in a treatment or recreational program. Youth may be credited with Full Time Productivity when caring for a dependent infant up to 12 weeks of age.
High School Drop Out	An individual who no longer attends any school and who has not attained a high school diploma, General Education Development Test (GED), or equivalent.
Housing Plan	A County approved plan that is to be completed by the youth, with assistance as needed, which verifies that the youth has been educated about housing issues and outlines at least two specific housing options suitable for the individual youth. The youth is to complete a budget for both options.
ILS Eligible Youth	Youth eligible for ILS services are those who are at least 16 years of age but have not yet reached their 21 st birthday, who meet one of the following requirements: • Are/were in foster care at any time between their 16th and their 21st birthday, or • Are/were youth who received KinGAP assistance between their 16th and 18th birthday. • Are/were youth between the ages of 16 and 18 years of age with a non-related legal guardianship established on or after their 8th birthday.
Incentives	WIOA allows incentive payments to youth participants for recognition and achievement directly tied to training activities.
In-Kind Contribution	Contributions of equipment, supplies, or other tangible resources, as distinguished from a cash contribution or monetary grant. Some businesses, individuals, or non-profit organizations may also donate the use of space or staff time as an in-kind contribution. In-kind contributions are assessed at their current fair market value, not the new retail value of the times in question.
Internship	A paid or unpaid opportunity, created by an employer, to provide on-the-job practice. This may be done in collaboration with a participant's school, so academic credit and real world work experience can be earned at the same time. Internships are typically for short periods of time (i.e. a semester, six weeks, a month), and are developed to provide guidance, supervision and evaluation of the youth's work.
Job Placement	Services provided to assist a youth in obtaining a specific placement in unsubsidized employment.
Learning Community	A group of people who are actively engaged in learning together from each

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 2 – DEFINITIONS

Item	Definition
	other, and by habituation. Such communities have become the template for a cohort-based, interdisciplinary approach to higher education. This may be based on an advanced kind of educational design. [See Cohort]
Life Skills Activities	Activities that prepare youth for self-sufficient independent living, including those designed to develop skills in work readiness, employment, financial literacy, self-care and social development, health and nutrition, daily living skills, legal issues, housing, transportation, and accessing community resources.
Local Education Agency (LEA)	A Board of Education or other legally constituted local school authority having administrative control and direction of public elementary or secondary schools within a city, county, township, school district, or political subdivision in a state, or any other public educational institution or agency having administrative control and direction of a vocational education program.
Non-Minor Dependent (NMD)	A current or former dependent (or ward) of the juvenile court who satisfies all of following criteria: • Is at least 18 years of age and no more than 20 years of age; • Is in foster care; • Is participating in a Transitional Independent Living case plan, and Has signed a mutual voluntary agreement.
Occupational Skills Training	Vocational training or participation in an activity such as a pre-apprenticeship program or ROP that prepares youth for a long-term unsubsidized job or develops educational or occupational skills.
Offender	An individual (adult or juvenile) who: • Is or has been subject to any stage of the criminal justice process, for whom services under WIOA may be beneficial, or Requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
On The Job Training (OJT)	Training by an employer that is provided to a paid participant while engaged in productive work in a job that: • Provides knowledge or skills essential to the full and adequate performance of the job, and • Provides WIOA funded reimbursement to the employer of up to 50% of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training, and • Is limited in duration that is appropriate to the occupation for which the participant is being trained, taking into account the content of the training, taking into account the prior work experience of the participant, and the IEP of the participant, as appropriate.
Orientation	Information about all program services available through eligible providers, including contracted providers, community partners, and the AJJC's network. Orientation will outline policies and specific program requirements. Youth should also be made aware of youth development principles practiced by the provider and that the focus of services to youth will be individually based on their interests and needs.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 2 – DEFINITIONS

Item	Definition
Out of School Youth	A youth who is not attending any school.
Participant (ILS)	A youth who has a Transitional Independent Living Plan and has been referred for ILS services.
Participant (WIOA)	An ILS youth who has been determined to be eligible and appropriate for and is receiving services under a program authorized by WIOA.
Permanency	The highest level of physical, legal and emotional security that can be attained within the context of a relationship. The opportunity to maintain relationships with persons important to the out including siblings and other appropriate nuclear and extended family members. Both a process and a result in which a youth participates in finding a secure relationship with an unpaid, safe, stable, caring adult who is willing and able to provide an unconditional commitment to maintain communication with and provide support, advice, and guidance to the youth. This relationship may develop into a lifelong connection that provides a safety net to the youth when s/he ages out of care. It may have formed prior to or during foster care. Youth have described permanency as “a state of mind: a feeling that you are connected with someone who will answer your collect phone call in the middle of the night, or miss you when you don’t show up.”
Post-Secondary Education ILS and WIOA Outcome Goal	A program at an accredited degree-granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree (e.g. certificate programs).
Preparation for Occupational or Vocational Education/Training	Activities that prepare youth to enter into Occupational Skills Training or other pre-apprenticeship training, ROP, or vocational training. Activities may include short-term or long-term training programs, apprenticeship programs or military programs requiring an entrance exam. Preparation may also include activities that prepare youth for these programs including orientations, assistance with applications and financial aid, etc.
Preparation for Post-Secondary Educational Opportunities	Activities that prepare youth for post-secondary educational opportunities. Examples include SAT preparation, college preparation courses, courses leading to a participant’s entry into postsecondary education, assistance with college applications and entrance letters, assistance with financial aid, college tours and college fairs.
Pre-Apprenticeship	Structured workplace education and training in which (1) an employer, employer group, or an industry, labor union or other community based organization collaborates with a secondary or vocational-technical school to provide formal instruction in which the structured work-based experience is a credit-bearing and integral part of instruction; (b) a participant agrees to work part-time after school and during summers and/or vacations for the employer for a specified period of time; (c) an employer agrees, through a registered agreement, to provide structured and formal training in a specific field or trade over a specified period of time in coordination with the secondary school course of study; and (d) the employer commits to a full apprenticeship arrangement after the student graduates from high school and

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 2 – DEFINITIONS

Item	Definition
	the pre-apprenticeship training has been successfully completed.
Project-Based Learning	Learning experiences that engage students in complex, real-world projects through which they develop and apply skills and knowledge, which take effort and persistence over time, result in creation of something that matters to them, and has an external audience. Employment and community partners provide students with ongoing coaching and expert advice on projects, particularly in regard to effective strategies and tools used in the workplace. Projects should be authentic, involve academic rigor, applied learning, active exploration, adult connection, and assessment practices.
Quarterly Progress Report (QPR)	A report that tracks monthly achievement of contract goals and objectives which is submitted each quarter. Contractor shall obtain data to be report from ETO.
Registration/Enrollment Requirements for WIOA Funded Services	All youth eligible for WIOA services must be registered/enrolled in order to receive services. At the point of registration/enrollment, participants are counted for performance measurement purposes.
Services ILS	Any contact with ILS youth (face-to-face, telephone conversation, email exchange, or letter mailed to an individual youth dealing with a specific action item) or collateral contact with another individual or agency on behalf of the youth. Mass mailings are not included when services are reported.
Stable Housing	A planned living situation, which has been maintained for a period of at least 6 months with regular payments of rent and utilities or an agreement with an individual such as a family member or former substitute care provider which exempts youth from rent/utilities payment for a specified period of time. Stable housing does not include homelessness, living in a shelter or “couch surfing” in which a youth moves between other peoples’ homes as an invited or uninvited guest who does not pay rent. Housing must be consistently maintained, but does not have to be at a single location.
Stable Income	A legal source of income adequate to pay for basic needs for food, clothing, shelter, and necessary transportation.
Subsidized Employment (WIOA)	Full-time or part-time employment in the private or public sector in which the employer receives a subsidy funded by WIOA or other public funds to offset some or all of the wages and costs of employing a recipient. The Contractor becomes the employer of record and must provide wages, Worker’s Compensation, and other required compensation.
Summer Work Experience	Participation in paid and unpaid work experience, including internships, during the months of June through August. Summer work experience is intended for summer specific employment. If the youth is engaged in work experience that last longer than the summer months, it is considered work experience.
Supportive Adult	A stable person who has established a committed and consistent relationship with a youth over time and provides individual attention, enrichment, guidance and support for the youth. A supportive adult who provides a permanency connection does not receive payment.
Supportive Services (WIOA)	Supportive Services are intended to help a participant remain active in activities outlined in the WIOA programs. Supportive Services may include assistance with transportation, childcare, dependent care, housing, budgeting and needs-related payments, which are necessary to enable an individual to participate in activities authorized under of WIOA.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 2 – DEFINITIONS

Item	Definition
Supportive Transitional Emancipation Program – Transitional Independent Living Plan (STEP-TILP)	A document which describes the youth’s educational/vocational, or other goals related to self-sufficiency, mutually agreed upon by the youth and the county welfare department, or independent living coordinator. Aftercare youth participating in THP-Plus or other housing programs must be participating in the activities identified in the STEP-TILP. The STEP-TILP is to be reviewed, updated, and signed at least annually.
Transitional Independent Living Plan (TILP)	A document required by Title 31 regulations, which describes the youth’s current level of functioning; lists emancipation goals; tracks progress towards achieving the goals; outlines programs and services needed, and identifies the individuals assisting the youth. The TILP is to be reviewed, updated, approved and signed by the County social worker/probation officer and the youth every six months.
Transitional Independent Living Plan - Individual Services Strategy Plan (TILP/ISS)	An individualized service plan, jointly developed by the contractor and youth. The TILP/ISS incorporates and expands upon the Transitional Independent Living Plan provided by the County social worker/probation officer and is based on information obtained during in-depth comprehensive assessments and/or during case management sessions. The plan will identify skills/competencies already developed and those still needed, outline goals, describe a plan of action to achieve specific objectives, and list services to be provided by the contractor and any other services provider. The TILP/ISS will be updated and revised as needed, but at least every three months, to reflect the progress and meet the continuing needs of participant.
Unsubsidized Employment (WIOA)	Paid full or part-time permanent employment which is not financed with state or federal funds including entry into the Armed Forces, participation in a registered apprenticeship program and self-employment upon program exit.
Ward	A minor who is under the jurisdiction of the Juvenile Court due to delinquency (See W&I Code 602)
Work Experience	Short-term and/or part-time work assignment with an employer or private non-profit agency that is subsidized or unsubsidized and which provides an individual with the opportunity to acquire the skills and knowledge necessary to perform a job, including appropriate work habits and behaviors, and is combined with classroom or other training. Includes internships and job shadowing, but does not include summer work experience opportunities.
Work Readiness Skills	Foundation skills that are academic and behavioral characteristics necessary for success in the world of work such as work maturity, employability, pre-employment, and occupational/technical skills. Work Readiness Skills include world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, applications, interviews, and follow-up letters).

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 3 – SAMPLE TILP (COUNTY)**

**PLEASE SEE ATTACHMENT 3, SAMPLE TILP (COUNTY),
ATTACHED SEPARATELY IN BUYNET AS A DOCUMENT TITLED
“rfp_7611_attach_3_sample_tilp_county.xlsx”**

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 4 – SAMPLE STEP-TILP (COUNTY)**

**PLEASE SEE ATTACHMENT 4, SAMPLE STEP-TILP (COUNTY),
ATTACHED SEPARATELY IN BUYNET AS A DOCUMENT TITLED
“rfp_7611_attach_4_sample_step-tilp_county.xlsx”**

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 6 – HOUSING PLAN

HOUSING PLAN: ☐ **Initial** ☐ **Updated**

NAME:		DATE:	
ILS SW/CM NAME:		AGENCY:	
My Current Living Arrangement:			

My Housing Goal

Housing PLAN A:		Housing PLAN B:	
OTHER:			

EMPLOYMENT, FINANCIAL AID AND OTHER SOURCE OF INCOME

I currently work at:		Hourly/Monthly Wage:	\$
Financial Aid Monthly breakdown:	\$	Scholarship Reward:	\$
Monthly AB12/EFC Fund:	\$	Infant Supplement (if applicable)	\$
Other Earned/Unearned:	\$		
Current Savings Balance:	\$	Current Checking Balance:	\$

Estimated Housing Cost PLAN A:	Monthly Income
Up front Rental Move-In Cost	
1st Month Rent	\$
Credit Check	\$
Security Deposit	\$
Holding Deposit (if applicable)	\$
Utility Deposit	\$
Moving Truck	\$
TOTAL	\$
Monthly Expenses	
Monthly (average) Rent	\$
Utilities (gas, electric, water)	\$
Cell Phone (+ Smartphone fees)	\$
Internet \$40 (+Basic Cable \$80)	\$
Food Costs	\$
Monthly bus pass or Gas	\$
Car Payment	\$
Insurance	\$
Baby/Child Expenses (if applicable)	\$
Medical Expenses	\$
Loans (Student, Payday, etc.)	\$
Credit Card	\$

Other Expenses (Laundry, etc.)	\$
Total Monthly Costs	\$
Total Monthly Income	\$
Remaining Income	\$

Estimated Housing Cost PLAN B:	Monthly Income
Up front Rental Move-In Cost	
1st Month Rent	\$
Credit Check	\$
Security Deposit	\$
Holding Deposit (if applicable)	\$
Utility Deposit	\$
Moving Truck	\$
TOTAL	\$
Monthly Expenses	
Monthly (average) Rent	\$
Utilities (gas, electric, water)	\$
Cell Phone (+ Smartphone fees)	\$
Internet \$40 (+Basic Cable \$80)	\$
Food Costs	\$
Monthly bus pass or Gas	\$

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 6 – HOUSING PLAN

Car Payment	\$
Insurance	\$
Baby/Child Expenses (if applicable)	\$
Medical Expenses	\$
Loans (Student, Payday, etc.)	\$
Credit Card	\$
Other Expenses (Laundry, etc.)	\$
Total Monthly Costs	\$
Total Monthly Income	\$
Remaining Income	\$

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 6 – HOUSING PLAN**

What I need to do to achieve Plan A:	What I need to do to achieve Plan B:
What I would do if I had an emergency and had no place to stay tonight:	
Household Items I have:	Household Items I need:
Child/Children Needs, including childcare:	

Emergency Support/Contact

Family:		Friends:	
Other (CASA, Teacher/Coach, Mentor, etc.):			
<u>I Learned About</u> Housing Cost such as credit check, paying rental security deposit, rental lease/agreements, steps to paying rent monthly on time, utility deposits and payments, moving cost, furniture and other resources. Other Housing Options such as a SILP, various Transitional Housing Programs (THP-Plus FC, THP-Plus, TYH, HOME), dorms, living with family or on my own, renting a room, applying for Section 8 or other low income housing and shared housing. TO DO List: I need to complete a <i>Change of Address Form</i> every time I move to a different address. I need to keep my doctor's information and list of the MEDs available in case of an emergency. I know about public assistance such as CalFresh, CalWorks or General Relief and applying at the Family Resource Center. I <i>may be</i> eligible to apply for the Medi-Cal extension thru the age of 26. ACCESS 1 (866) 262-9881 or pubassist.HHSA@sdcounty.ca.gov			
Youth's Signature:		Date:	
ILS SW/CM Signature:		Date:	

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 7 – ILS QUARTERLY PERFORMANCE REPORT**

**PLEASE SEE ATTACHMENT 7, ILS QUARTERLY PERFORMANCE
REPORT, ATTACHED SEPARATELY IN BUYPNET AS A
DOCUMENT TITLED
“rfp_7611_attach_7_qpr_county.xlsx”**

**SAN DIEGO
WORKFORCE
PARTNERSHIP
DRAFT
DOCUMENTS**

INCLUDES:

Exhibit D “WIOA Sample Contract”

**Exhibit C, “Insurance
Requirements”**

Exhibit C, “Proposed Budget”

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT**

Table of Contents

RECITALS.....	90
AGREEMENT	98
1. Recitals Part of Agreement.....	98
2. Term of WIOA Youth Contract.	99
3. Purpose and Program Goal.....	99
4. Location.....	99
5. Documents Incorporated into This WIOA Youth Contract by Reference.	99
6. Termination of WIOA Youth Contract.	100
7. Compliance with Law/ Legislation – Possible Changes.....	100
8. SDWP Structure.	100
9. Roles and Responsibilities of SDWP.....	101
10. Operational Provisions.....	101
11. Financial Provisions.	103
12. Program Scope of Work.	104
13. Attachments.....	109

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT**

WIOA Youth Workforce Development Program Agreement

Contract Number #

This Workforce Innovation Opportunity Act (WIOA) Youth Workforce Development Program Agreement (“WIOA Youth Contract”) is made by and between San Diego Workforce Partnership, Inc., a California nonprofit public benefit corporation (“SDWP”), and **Input Name**, a Non-Profit Organization (“Subrecipient”), as of July 1, 2017 (“Effective Date”) funded under the **Department of Labor (DOL) WIOA Title 1 Youth funds**, Catalog of Federal Domestic Assistance (“CFDA”) # **17.259**.

1. RECITALS

- A. WHEREAS, SDWP oversees the operation of WIOA youth workforce development programs (each referred to as a “WIOA Youth Program”) located throughout San Diego County (collectively the WIOA Youth Programs are referred to as the “WIOA Youth Service Provider Network”). The WIOA Youth Service Provider Network meets the needs of disconnected youth and young adults, ages 16-24 (16-21 in-school and 16-24 out-of-school youth), beginning with career exploration and guidance, support for educational attainment, job placement along a career pathway in in-demand industries, enrollment in post-secondary education, apprenticeships or advanced training in San Diego County;
- B. WHEREAS, on and **Input Date**, SDWP in partnership with the County of San Diego, Health and Human Services Agency, Child Welfare Services, issued a Request For Proposal (“RFP”) seeking contractors for the operation of the WIOA Youth Programs for a period of one year, with the option to extend the contract for up to four (4) additional one-year periods based on need, performance, and availability of funds;
- C. WHEREAS, Contractor submitted a proposal (“Contractor’s Original Proposal”) in response to the RFP;
- D. WHEREAS, SDWP in partnership with County of San Diego, Health and Human Services Agency, Child Welfare Services oversaw the evaluation process consisting of a written evaluation of the Proposal;
- E. WHEREAS, the source selection committee recommended that Contractor be awarded the Contract for operation of an Independent Living Skills (ILS)/WIOA Youth Program for foster youth in San Diego County, and the WDB accepted that recommendation;
- F. WHEREAS, on **Input Date** the Policy Board agreed with the evaluation panel and the WDB and recommended that Contractor be awarded the contract for the operation ILS/WIOA Youth Program for foster youth in San Diego County **Input** Region(s) for a term of one year and directed SDWP staff to negotiate and award the contract; and
- G. WHEREAS, SDWP and Subrecipient wish to document such one-year contract as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this WIOA Youth Contract, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SDWP and Subrecipient agree as follows:

1. Recitals Part of Agreement.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT

Recitals A through G above, are true and correct and are incorporated into this WIOA Youth Contract by this reference as though fully set forth at this place in the WIOA Youth Contract.

2. Term of WIOA Youth Contract.

The term of this WIOA Youth Contract shall commence on July 1, 2017 and terminate on June 30, 2018 (the “Term”).

3. Purpose and Program Goal.

SDWP and Subrecipient have entered into this WIOA Youth Contract for the operation of the ILS/WIOA Youth Program for foster youth in San Diego County **Input** Region(s). Subrecipient acknowledges and agrees that the operation of the a Non-Profit Organization WIOA Youth Program in the **Input Region** of San Diego is part of an overall initiative of the United States Department of Labor (“USDOL”) to provide all youth in all the Youth Target Populations educational services, career pathways, work readiness training, work experience opportunities and youth development services. Subrecipient shall operate the ILS/WIOA Youth Program for foster youth in San Diego County **Input** Region(s) in a manner consistent with the overall concept of WIOA Youth Programs as described in Recital A, generally, and with SDWP’s vision for WIOA Youth Programs in San Diego County in accordance with all of the terms and conditions of this WIOA Youth Contract.

From time-to-time, SDWP procures grants and/or receives funding for special projects and initiatives that Subrecipients will be required to deliver services.

4. Location.

This WIOA Youth Contract is for the operation of the WIOA Youth Program in the **Input Region** located at: **Input Address**.

5. Documents Incorporated into This WIOA Youth Contract by Reference.

The documents referred to in subparagraphs 5.1 through 5.9, below, (“Incorporated Documents”), are incorporated into this WIOA Youth Contract by this reference as though fully set forth at this place in the WIOA Youth Contract. By their signatures below, SDWP and Subrecipient certify that they have carefully read and understand all such Incorporated Documents and agree that they shall adhere to, follow, and operate in accordance with each and every provision of such Incorporated Documents. SDWP reserves the right to revise this contract and any or all of the Incorporated Documents as needed.

- 5.1. All local, state, and federal, ordinances, statutes, rules, regulations, Office of Budget Management Circulars, and interpretive materials including California State Employment Development Department (“EDD”) and USDOL rules, regulations, and policies.
- 5.2. The San Diego Workforce Partnership Operations Manual dated **July 2016** and subsequent issuances and revisions thereto located on-line at <http://workforce.org/operations-manual> (“SDWP Operations Manual”);
- 5.3. Attachment A – The San Diego Workforce Partnership Contract General Provisions (“General Provisions”);
- 5.4. Attachment B – The San Diego Workforce Partnership Miscellaneous Provisions (“Miscellaneous Provisions”);
- 5.5. Attachment C – (“Subrecipient’s Original Proposal”);
- 5.6. Attachment D – (“Technology Requirements”);

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT**

- 5.7. Attachment E – (“Contract Budget Documents”);
- 5.8. Attachment F – (“Incentive Policy”); and
- 5.9. Attachment G – (“Communication Agreement”).

6. Termination of WIOA Youth Contract.

This WIOA Youth Contract is subject to early termination by reason of:

- 6.1. Default in the performance of this WIOA Youth Contract by either Subrecipient or SDWP;
- 6.2. Material breach of any of the provisions of this WIOA Youth Contract by either Subrecipient or SDWP;
- 6.3. For other reasons detailed in the General Provisions including, without limitation:
 - 6.3.1. Suspension of Funding;
 - 6.3.2. Termination for Default;
 - 6.3.3. Termination on Occurrence of Stated Events;
 - 6.3.4. Termination Due to Unavailability of Funds; and/or
 - 6.3.5. Termination for Convenience

7. Compliance with Law/ Legislation – Possible Changes.

Subrecipient agrees to comply with all local, state, and federal, ordinances, statutes, rules, regulations, Office of Budget Management Circulars, and interpretive materials including California State Employment Development Department (“EDD”) and USDOL rules, regulations, and policies. In addition, Subrecipient is responsible for complying with all rules and regulations (as they exist and as they are amended from time to time) of all SDWP funding sources, including but not limited to the WIOA, local, state, and federal agencies. Congress is currently considering the reauthorization of the WIOA. The terms and conditions of this WIOA Youth Contract are subject to change, and may change, based upon (i) such legislation, (ii) additions, modifications, or revisions to federal and/or state laws, regulations, requirements, procedures, or interpretive materials which may affect the workforce development system, (iii) USDOL regulations and procedures, (iv) EDD regulations and procedures, and (v) the adoption by SDWP’s governing board of local direction and procedures. Subrecipient agrees to remain informed of the WIOA and its regulations and requirements.

8. SDWP Structure.

Under the leadership of SDWP’s governing board the WDB and the Policy Board, SDWP is responsible for the fiscal and programmatic administration of employment and training funds for the City of San Diego and the County of San Diego under a Joint Powers Agreement (“JPA”).

- 8.1. Policy Board. The Policy Board is a five-member board made up of two San Diego City Council members, two County Supervisors, and one Business Representative appointed by the United Way. The Policy Board oversees funding and policy development under WIOA. The Policy Board appoints the members of the WDB.
- 8.2. Workforce Development Board. The WDB shares responsibility with the Policy Board for overseeing funding and policy development under WIOA. The WDB is particularly focused on identifying labor market needs in the San Diego region and developing effective and innovative workforce solutions. The WDB has the responsibility to oversee and evaluate the WIOA Youth Programs, throughout San Diego County. As such, the WDB is committed to the highest quality

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT**

of services, achievement of high performing WIOA Youth Programs, customer satisfaction, and continuous improvement.

- 8.3. Adult Programs Committee. The Adult Programs Committee (“Committee”) is a sub-committee of the WDB, which is responsible for oversight of adult and dislocated worker (“Adult and Dislocated Worker”) programs. The Committee oversees the operation and performance of the America’s Job Center of California network.
- 8.4. Youth Council. The youth council (“Youth Council”) is a sub-committee of the WDB, which is responsible for oversight of youth programs. The Youth Council oversees the operations and performance of the youth service providers.

9. Roles and Responsibilities of SDWP.

SDWP agrees to:

- 9.1 Oversee and evaluate the management and operations of all programs funded by SDWP;
- 9.2 Allocate WIOA and/or other workforce funds to WIOA Youth Programs serving the **Input Region**;
- 9.3 Monitor Subrecipients’ performance, quality of service, and cost effectiveness, and report such matters to the Policy Board, and the WDB;
- 9.4 Develop and provide technical assistance to Subrecipient’s staff;
- 9.5 Inform Subrecipients of federal and state policies, procedures, and rules that may impact the operations of the program(s), and give guidance as needed for the implementation of such policies, procedures, and rules;
- 9.6 Prepare grant plans and/or modifications as required for all funding sources;
- 9.7 Oversee and enforce Subrecipient’s compliance with all rules, regulations, and procedures issued by all funding sources;
- 9.8 Provide a common logo for all WIOA Youth Programs and guidance for its use as outlined in Attachment A- Contract General Provisions;
- 9.9 Establish and facilitate regularly scheduled meetings with the WIOA Youth Program Subrecipients; and
- 9.10 Develop and submit proposals for additional funds to enhance WIOA Youth Program services.

10. Operational Provisions.

Subrecipient shall develop and maintain administrative and management staff and systems necessary and appropriate for the management and operation of the ILS/WIOA Youth Program for foster youth in San Diego County **Input Region(s)**. Such systems include, without limitation, accounting controls, personnel standards, evaluation procedures, staff training and development as well as other policies that are necessary to operate the program including those specified in the SDWP Operations Manual as may be modified and amended from time to time. These administrative and management systems, policies and/or controls must, in SDWP’s sole discretion, meet SDWP standards. Subrecipient shall immediately advise SDWP of any changes to the administrative and management systems, policies and/or controls as referenced in Attachment C-Subrecipient’s Original Proposal or that may affect the program services, operation and/or performance of the program.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT

Subrecipient shall maintain or exceed all products and services currently provided at the ILS/WIOA Youth Program for foster youth in San Diego County **Input** Region(s), and at all times shall emphasize coordination and cooperation with SDWP.

- 10.1 **Staffing Plan.** Subrecipient shall provide sufficient staff to carry out the purposes of this WIOA Youth Contract. Subrecipient shall ensure staff positions funded by this WIOA Youth Contract are reasonable and support the delivery of program services described in this WIOA Youth Contract. Subrecipient shall prepare and present to SDWP a staffing plan (“Program Staffing Plan”). Any changes to the Program Staffing Plan, which occurs as a result of dismissal, departure or in response to corrective action, should be addressed quickly to avoid disruption of program services. Subrecipient shall notify SDWP within two weeks of any program staff vacancy or any staffing changes that could affect the delivery of program services, operation of the program and/or performance.

Subrecipient’s Program Staffing Plan shall include, at a minimum, the following:

The approved staffing level is reflected in Attachment E-Budget Documents. Change(s) to Subrecipient’s Program Staffing Plan, as reflected in the original budget to modify the staffing level, is to be reflected in subsequent mutually agreed contract modification(s) in Attachment E - Budget Documents.

Subrecipient shall continue to operate under the philosophy of leveraging funds from partners to sustain operations, and maximize the number of personnel serving clients while reducing non-personnel costs to those which are essential. Subrecipient shall meet the needs of the community by hiring staff that are culturally competent and who reflect the makeup of the Program’s client base. Subrecipient shall ensure that bilingual staff is available for clients. Subrecipient shall make a commitment to hire skilled professionals who work well with the demographic base for the ILS/WIOA Youth Program for foster youth in San Diego County **Input** Region(s).

- 10.2 **Performance Measures and Standards.** Subrecipient shall adhere to and meet the required performance measures and performance outcomes as detailed in SDWP Operations Manual Chapter IV. Part II: Youth Program Activities.
- 10.3 **Reports.** Subrecipient shall prepare, provide, and submit to SDWP all applicable documents and reports described in SDWP Operations Manual, as may be revised from time to time, and any additional documentation as required by SDWP. Failure to submit accurate and timely reports to SDWP may subject Subrecipient to possible Corrective Action as outlined in SDWP Operations Manual and current Operations Issuances.

10.3.1 *Program Narrative Report* Subrecipient shall be required to submit a quarterly program narrative report documenting progress.

- 10.4 **Contract Monitoring.** Contract monitoring is a regular, systematic review of programmatic and fiscal activities, administrative systems, and management practices to determine if they are appropriate, effective and in compliance with the terms of this WIOA Youth Contract, WIOA rules and regulations, DOL and EDD directives, and SDWP policies and procedures. Monitors identify and analyze problems found through compliance review and performance review, provide technical assistance during their on-site monitoring visit, issue recommendations for corrective action in their monitoring report and follow-up on the recommendations to ensure that corrective action occurs. Subrecipient shall adhere to and follow monitoring parameters identified in the SDWP Operations Manual Chapter VIII, Monitoring, as may be revised from

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT**

time to time, and all subsequent applicable operations issuances. Chapter VIII and subsequent issuances are designed to provide monitoring guidance to the organizations that contract with SDWP including Subrecipient.

- 10.5 Partnerships and Collaborations. Subrecipient shall operate the program in a manner that ensures that services are coordinated within the San Diego County **Input Region** where other WIOA Youth Service Providers may operate and shall share information regarding services including, but not limited to, making referrals in order to build upon the WIOA Youth Service Provider Network. Subrecipient agrees that SDWP shall be entitled to impose on Subrecipient such additional requirements with respect to partnerships and collaborations, as SDWP deems necessary.

10.5.1 *America's Job Center of California (AJCC) Network* Subrecipient shall work in partnership with the AJCC so as to provide a continuum of services that transitions youth into the adult service delivery system, a local implementation plan that is skill based and moves the AJCC client through a common set of value added services designed to increase employability and the chances of retaining jobs and advancing in those jobs. For a listing of AJCC locations and contact information see the following website link: <http://workforce.org/ajcc>.

10.5.2 *Meetings* Subrecipient shall send designated staff to attend and participate in all scheduled meetings for WIOA Youth Program's.

10.5.3 *Trainings* Subrecipient shall attend all required trainings as requested by SDWP.

- 10.6 Technology Requirements SDWP has technology system requirements with which Subrecipient must comply. Refer to Attachment D-Technology Requirements for guidance.

10.6.1 *Web-Based Agency Information* Subrecipient agrees to provide current contact information for the program. This includes, but is not limited to address, phone, email, program website, program description and appropriate contact person. Subrecipient agrees to have this information listed on the www.workforce.org website. In addition, Subrecipient agrees to input and maintain updated program contact information.

- 10.7 Client Tracking. Entry of individual participant data such as eligibility determination, demographics, activities, case notes, and outcomes data is required. Timely data collection is required and must be entered within five (5) days after the date of any individual activity. SDWP will conduct ongoing monitoring to evaluate Subrecipient's use of the CalJOBS. Failure to comply with required use of the CalJOBS may result in corrective action and may result in the termination of this WIOA Youth Contract. SDWP will provide Subrecipient with technical assistance on CalJOBS.

11. Financial Provisions.

Subrecipient shall adhere to and follow financial parameters identified in the SDWP Operations Manual Chapter VI, Financial Management, as may be revised from time to time, and all subsequent applicable operations issuances. Chapter VI and subsequent issuances are designed to provide operational financial guidance to the organizations that contract with SDWP, including Subrecipient, and prescribe the uniform accounting procedures for the implementation of the provisions of federal job training programs, and other funding sources.

- 11.1 Invoicing. Subrecipient shall invoice as stipulated in the SDWP Operations Manual, Chapter VI, Financial Management, as may be revised from time to time. SDWP reserves the right to

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT

question any cost submitted on an invoice with regard to applicable federal, state, or local regulations or for overall reasonableness.

- 11.2 Payment Method. Payment under this WIOA Youth Contract is a cost reimbursement method. Subrecipient shall be reimbursed for all approved allowable, allocable, and necessary costs incurred for program-related expenses as itemized in the WIOA Youth Contract budget.
- 11.3 Subcontracts. All subcontracts shall adhere to guidelines under the SDWP Contract General Provisions, Section 42.0 Subcontracting.
- 11.4 Accounting and Record Keeping Requirements. Subrecipient shall comply with SDWP's accounting and record keeping requirements as referenced in SDWP Operations Manual Chapter VI, Financial Management, as may be revised from time to time.
- 11.5 Program Income. Subrecipient shall comply with the stipulation referenced in SDWP Operations Manual Chapter VI, Financial Management, as may be revised from time to time, regarding reporting of program income and obtaining SDWP approval for the planned use of program income. Program income funds must be returned to SDWP within 30 days of the end of each contract, including this WIOA Youth Contract, unless the Subrecipient meets all requirements for retention.
- 11.6 Contract Modifications. If determined necessary by SDWP, or requested by Subrecipient and approved by SDWP, contract modifications shall be executed in accordance with SDWP Operations Manual Chapter II, Contract Administration, as may be revised from time to time.
- 11.7 Support (Administrative) vs. Program Costs. Subrecipient may not exceed the cap of **20 percent (20%)** on administrative costs. Subrecipient agrees to comply with this rule when classifying budget costs as administrative or program costs. SDWP encourages Subrecipient to use in-kind or other revenue streams other than WIOA funding to pay for administrative costs.
- 11.8 Records Keeping. Subrecipient shall adhere to record retention requirements as specified in 2 CFR 200.
- 11.9 Budget Attachment. The budget documents identified in the Contract Budget Documents attached hereto as Attachment E, outline Subrecipient's best estimate of total costs by funding source to be incurred for PY 2017-2018. SDWP will monitor actual expenditures in accordance with the expenditure plan and the individual budgeted line items outlined in the Budget Documents. SDWP reserves the right to question any deviation from the expenditure plan and require Subrecipient to justify billed expenses, revise its budget or resubmit its invoice with identified adjustments in accordance with SDWP Operations Manual, Chapter II, Contract Administration, as may be revised from time to time.

In addition, SDWP will monitor Subrecipients on a monthly and/or quarterly basis to ensure Subrecipients are managing expenditures. SDWP reserves the right to de-obligate funds from Subrecipient's budget that fall below eighty percent (80%) of planned expenditures.

12. Program Scope of Work.

Subrecipient shall adhere to the program scope of work, as provided in Section 12, below. If reductions and/or changes in project services and/or scale are required due to funds actually allocated, refer to Section 12, below:

- 12.1 Youth Target Population. Subrecipient shall conduct outreach and recruitment efforts and serve the eligible target population defined as:

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT**

12.1.1 Out-of-School Youth: A youth age 16-24 at the time of enrollment, not attending any school, and meets the criteria listed below:

- An individual who is in foster care or has aged out of the foster care system.

12.1.2 In-School Youth: A youth, age 16-21 at the time of enrollment, attending school, low-income, and meets barrier listed below:

- An individual who is in foster care or has aged out of the foster care system.

12.2 WIOA Program Requirements. Subrecipients must ensure that they will provide the following core program requirements:

12.2.1 Outreach, Recruitment and Orientation. Outreach and recruitment includes, but is not limited to, identifying potentially eligible youth, working with parents and guardians to secure necessary documentation, and working closely with other governmental and community organizations and school systems to identify and recruit OSY. As part of orientation, all youth must receive information on all services available through the Subrecipient. Dropout youth are expected to have the ability to earn a high school diploma or its equivalent within a reasonable amount of time (generally within one year of participation date).

12.2.2 Intake, Eligibility Determination and Registration. Subrecipient will be responsible for determining WIOA eligibility of all youth applicants recruited into the program, determining the youth's suitability for program services, and collecting and verifying all necessary eligibility source documents. WIOA requires all youth to meet certain eligibility criteria and be determined eligible prior to enrollment and receipt of WIOA funded services.

12.2.3 Objective Assessment and Referral. Subrecipient must conduct an objective assessment of the academic level, skill levels, and service needs of each participant, which will include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, mental health services, and development needs. The goal is to accurately evaluate each youth in order to develop an appropriate service strategy to meet their individual needs. Eligible youth who do not enroll in WIOA programs should be provided information regarding other applicable and appropriate services available through other local programs that have capacity to serve them. In addition, eligible youth should be given referrals for further assessment if determined appropriate.

12.2.4 Individual Service Strategy (ISS). Subrecipient staff should use the results of the youth participant's objective assessment to develop the ISS for the youth participant within 30 days of enrollment. The ISS is an age appropriate, individualized, written plan of short and long-term goals that include career pathways, education and employment goals, involvement in WIOA youth program elements, support services, incentives, and stipends. For all youth, the ISS will identify the timeframe in which each youth will be expected to complete all activities related to each of the goal(s) specified in the ISS. The ISS will clearly connect the services to be provided to each youth identifying the outcomes to be achieved between WIOA enrollment and exit. The ISS directly links to one or more indicators of performance outcomes.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT**

12.2.5 Case Management. Case Management is the infrastructure for delivering effective services that will facilitate the positive growth and development of youth and the achievement of performance goals. The process extends from recruitment through follow-up. The case manager motivates participants and coordinates services and information to prepare youth for post-secondary education opportunities, academic and occupational training or employment and training opportunities as appropriate. Subrecipients are encouraged to incorporate trauma informed approaches into their case management models.

12.2.6 Access to a Range of Services. It is required that the 14 WIOA youth program elements be made available to enrolled youth as needed or requested. If a Subrecipient does not directly provide one of the program elements, it must demonstrate the ability to make seamless referrals to appropriate providers of such services. The Subrecipient will have primary responsibility for ensuring that each participant receives the full continuum of services. Services accessed by a WIOA youth participant will depend upon the needs and goals identified by the participant and case manager as documented in the participant's ISS.

12.2.7 Follow-up Services. Subrecipients are required to provide at least 12 months of follow-up services to participants who have completed program services as well as participants who may have dropped out of the program but need additional services. Subrecipient are encouraged to consider the needs and barriers of the program's target population(s) in determining the appropriate levels and types of follow-up services.

12.3 Additional Program Requirements:

12.3.1 Partnerships. Subrecipients are expected to demonstrate local partnerships with youth serving systems such as local secondary schools, higher education institutions, law enforcement, juvenile and adult justice systems, local housing programs, community-based agencies, the County of San Diego's Health and Human Service Agency, vocational rehabilitation programs, employers, and other organizations that serve the ISY/OSY population.

Subrecipients shall demonstrate how they will partner and collaborate with current AJCC contractors in their proposed service area to provide appropriate youth employment services within the AJCC. This may include providing workshops and classes on-site, technical assistance to AJCC staff on providing youth friendly services, orientations to the array of adult services offered and in-kind resources to/from AJCC sites.

12.3.2 Business Service Representative and Employer. Subrecipients are required to budget for a Business Service Representative (BSR) whose activities shall be dedicated exclusively to engaging industry and coordinating work-related activities for program participants. The primary role of the BSR is to engage employers and secure internships, job shadow opportunities, occupational skills training, apprenticeships, work experience, and unsubsidized job placements for program participants, as well as track outcomes.

12.3.3 Mental Health Services. Subrecipients staff will be required to attend at least one training offered by the San Diego County Health and Human Services Agency (HHSA) in partnership with SDWP regarding understanding, recognizing and responding to the

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT

effects of trauma and mental health needs. Two additional trainings will be offered on how to identify and access additional mental health resources for staff and participants.

12.4 Program Components. In addition to the above Program Requirements, all enrolled youth shall participate in the program components (provided either through Subrecipient or any of its partners) in the following five core areas: Educational Services, Career Pathways, Work Readiness Training, Work Experience Opportunities and Youth Development Services.

12.4.1 Educational Services. Services must include instructional approaches that offer a continuum of skill, grade-level, and developmentally-appropriate educational options that connect to career pathways. WIOA and local mandated educational activities include:

- Tutoring;
- Study skills training;
- Evidence-based dropout prevention and recovery strategies that lead to completion of secondary school diploma or its recognized equivalent or for a recognized post-secondary credential;
- Alternative secondary school services;
- Dropout recovery services;
- Activities that help youth prepare for and transition to post-secondary education and advanced training; and
- Prepares an individual to be successful in any of a full range of secondary or post-secondary educational options.

12.4.2 Career Pathways. WIOA places a strong emphasis on career pathways, defined as a combination of rigorous and high-quality education, training, and other services that: Includes counseling to support individuals in achieving education and career goals;

- Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.

12.4.3 Work Readiness Training. Work readiness is critical in setting the foundation for work experience opportunities and therefore must be offered to all youth in the program. Youth need the guidance on how to get a job and how to keep that job. WIOA and local mandated work readiness training activities include soft skills and hard skills.

12.4.4 Work Experience Opportunities. WIOA includes a focus on providing youth with work experience opportunities. Work experience provides youth an invaluable opportunity to

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT**

develop work place skills. Paid and unpaid work experience must include academic and occupational education and may include the following types of work experiences:

- Summer employment opportunities and other employment opportunities available throughout the school year;
- Pre-apprenticeship programs;
- Internships and job shadowing; and
- On-the-job training opportunities.

Youth funds may be used to pay wages and related benefits for work experience in the public, private, non-profit sectors when the participant's objective assessment and ISS indicate that a work experience is appropriate. Additionally, youth funds may be used to pay wages and staffing costs for the development and management of work experience. Staff costs incurred for the functions and activities directly serving participants may count as program costs. Therefore, a minimum of 30% of funding needs to be spent on work experience.

12.4.5 Youth Development. Positive youth development is important to incorporate into the program design to give youth opportunities to grow and lead in their community. WIOA and local mandated youth development activities include:

- Leadership development opportunities;
- Financial literacy education;
- Entrepreneurial skills training;
- Community service;
- Peer-centered activities encouraging responsibility;
- Positive social and civic behaviors; and
- Adult mentoring.

12.5 Key Process Requirements in addition to the required program services and components (described in section 12.2 through 12.4). Subrecipient shall conduct the following key program components with each participant enrolled in the program:

12.5.1 Barriers to Employment/Characteristic Tracking: Subrecipient is required to report all employment barriers and demographic information of each participant enrolled in the program. For WIOA eligibility purposes, only one barrier is required to be documented. However, Subrecipient shall track, record and regularly review and report on all applicable barriers to employment in the database regardless of documentation. Specific youth program barriers to employment are listed in the SDWP Operations Manual, Chapter VII, WIOA Eligibility Certification, Part III, Youth Program Eligibility.

12.5.2 Eligibility: Under the WIOA legislation for federal funding, all youth must meet WIOA Youth Program eligibility criteria. Additional details on eligibility procedures can be found in SDWP Operations Manual Chapter VII. Certification of eligibility for any WIOA funded programs must be completed prior to enrollment and before any provision of services. Certification includes low-income determination, documentation of right to

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT**

work, Selective Service registration for males 18 years of age and older, as well as identification of barrier criteria meeting federal guidelines. SDWP shall provide technical assistance on the certification process to determine eligibility.

The WIOA provides for a five percent (5%) eligibility window to allow for the participation of youth who would benefit from services but do not meet the income eligibility requirements, provided they have one or more of WIOA defined barriers. No more than 5% of the **total youth enrolled** (includes youth carried in from prior program year[s]) and served under this Contract may be served under this provision.

Additionally, WIOA states that only five percent (5%) eligibility criteria for in-school youth that require additional assistance to complete an educational program or to secure or hold employment can be enrolled in the program under this criteria. No more than 5% of the **total youth enrolled** (includes youth carried in from prior program year[s] and served under this Contract may be served under this provision.

- 12.5.3 Assessment: Each participant must be provided an assessment in a variety of areas to determine personal, academic and career goals. The assessment must be used to develop the Individual Service Strategy that guides the specific service delivery strategies and activities for that participant. Assessment must include a review of literacy/numeracy skill levels, occupational skills, prior work experience, employability, interests, aptitudes (including interest in non-traditional jobs), and supportive service needs.

A variety of assessment tests can be used with the exception of tests used for basic skills deficient for eligibility, for which only approved testing instruments can be used, as mandated by the DOL. Subrecipient shall ensure that all staff administering any of the assessment tests are fully trained on how to administer the testing instruments, including identifying appropriate testing levels and applying the appropriate pre and post testing.

The following are the current approved testing instruments for literacy/numeracy skills and/or literacy in English-As-A-Second Language levels:

- Tests for Adult Basic Education (TABE 9/10);
- Tests for Adult Basic Education (TABE survey 9/10); and
- Comprehensive Adult Student Assessment Systems (CASAS).

Youth must have both a pre and post-test using the same testing instrument. Assessment tools shall be paid for by Subrecipient and budgeted as appropriate.

- 12.5.4 Common Measures: SDWP will be using the DOL Common Measures as the performance accountability system for services provided with WIOA Title I Youth funds. These standards are determined by the DOL along with the State of California but based upon local negotiations with SDWP (provided in SDWP Operations Manual Chapter IV. Part II: Youth Program Activities).

- 12.5.5 CONNECT2Careers: Each participant must be enrolled in SDWP's CONNECT2Careers program to be able to access workshops and employment services.

13. Attachments.

Subrecipient shall reference the following attachments as they relate to the Statement and Scope of Work:

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT D – WIOA SAMPLE CONTRACT**

- Attachment A – The San Diego Workforce Partnership Contract General Provisions (“General Provisions”);
- Attachment B – The San Diego Workforce Partnership Miscellaneous Provisions (“Miscellaneous Provisions”);
- Attachment C – (“Subrecipient’s Original Proposal”);
- Attachment D – (“Technology Requirements”);
- Attachment E – (“Contract Budget Documents”);
- Attachment F – (“Incentive Policy”); and
- Attachment G – (“Communications Agreement”).

(Signatures of SDWP and Subrecipient on Contract Title Page)

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
EXHIBIT E – WIOA BUDGET**

**PLEASE SEE EXHIBIT E, WIOA BUDGET, ATTACHED
SEPARATELY IN BUYNET AS A DOCUMENT TITLED
“rfp_7611_exh_e_budget_WIOA.xlsx”**

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT 5 – REFERENCE MATERIALS (WIOA)**

INTERNET LINKS (The San Diego Workforce Partnership (SDWP) is not responsible for the content or maintenance of non-SDWP websites)

SDWP Information SDWP Website <http://workforce.org>

SDWP Operations Manual <http://workforce.org/operations-manual>

Information about SDWP and its Boards www.workforce.org/boards

Federal and State Resources

The Workforce Innovation and Opportunity Act (WIOA)
<https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>

DOL WIOA Resources Webpage <http://www.doleta.gov/wioa/>

Notices of Proposed Rule-Making (NPRMs)
<http://www.doleta.gov/wioa/NPRM.cfm>

California Employment Development Department <http://www.edd.ca.gov/>

California Workforce Investment Board WIOA Webpage
http://cwib.ca.gov/wioa_innovation_and_opportunity_act.m

Other WIOA Resources

California Workforce Association WIOA resources Webpage
<http://calworkforce.org/>

National Association of Workforce Boards WIOA Resource Webpage
http://www.nawb.org/wioa_resources.asp

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT A – GENERAL PROVISIONS (WIOA)**

**PLEASE SEE ATTACHMENT A, GENERAL PROVISIONS (WIOA),
ATTACHED SEPARATELY IN BUYNET AS A DOCUMENT TITLED
“rfp_7611_attach_a_gen_provisions_WIOA.docx”**

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT B – MISCELLANEOUS PROVISIONS (WIOA)

Subrecipient represents, warrants, covenants and agrees with SDWP that except as disclosed in writing attached to this Contract:

- (a) Subrecipient has all requisite authority to operate and lease or sublease its properties and to carry on its business as now being conducted.
- (b) All tax returns required to be filed by Subrecipient in any jurisdiction have in fact been filed, and all taxes, assessments, fees and other governmental charges upon or assessed against Subrecipient pursuant to tax returns, assessments, notices of tax deficiencies, penalties and interest, if any, have been paid prior to the date of this Contract. Subrecipient has not executed or filed with the Internal Revenue Service or any other taxing authority any agreement or other document extending, or having the effect of extending, the period of assessment or collection of any taxes. Subrecipient is not a party to any pending action or proceeding, nor is any action or proceeding threatened, by any governmental authority for assessment or collection of taxes, and no claim for assessment or collection of taxes has been asserted against Subrecipient.
- (c) Subrecipient is an entity duly organized, validly existing and in good standing under the laws of the State of California or is duly qualified to do business in the State of California.
- (d) Subrecipient has the power and authority to execute, deliver and perform this Contract and/or any other instruments, agreements, certificates or other documents required to be delivered by Subrecipient to SDWP in connection with the execution of this Contract and/or operation of the America's Job Centers of California (collectively the "Subrecipient's Transaction Documents").
- (e) This Contract has been duly executed and delivered by Subrecipient. This Contract is, and when executed and delivered by Subrecipient, each of Subrecipient's Transaction Documents will constitute legal, valid and binding obligations of Subrecipient, enforceable against Subrecipient.
- (f) Neither the execution nor delivery of this Contract or any of Subrecipient's Transaction Documents by Subrecipient nor the performance by Subrecipient of the transactions contemplated, materially conflicts with, or constitutes a material breach or of material default under:
 - (i) any applicable law, or any applicable rule, judgment, order, writ, injunction, decree of any court in effect at the date of this Contract,
 - (ii) any applicable rule or regulation of any administrative agency or other governmental authority in effect at the date of this Contract,
 - (iii) the Articles of Organization or Bylaws of Subrecipient, or
 - (iv) any agreement, indenture, instrument or contract to which Subrecipient is now a party now a party or by which it is bound.
- (g) No consent or approval of any person is required in connection with the execution and delivery of this Contract or any of Subrecipient's Transaction Documents by Subrecipient or for the consummation by Subrecipient of the transactions contemplated.
- (h) There are no disputes, claims, actions, suits or proceedings, arbitrations or investigations, either administrative or judicial, pending or, to the knowledge of Subrecipient, threatened or contemplated against it, nor is there any basis therefore, against or affecting Subrecipient or its business or assets, at law or in equity of otherwise, before or by any court or governmental agency or body, domestic or foreign, or before any arbitrator of any kind.
- (i) Subrecipient has disclosed to SDWP all information that is or may be material to SDWP in

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT B – MISCELLANEOUS PROVISIONS (WIOA)**

connection with the grant of this Contract.

(j) Subrecipient has not, directly or indirectly, made any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading in connection with the grant by SDWP of this Contract and/or the operation by Subrecipient of the America's Job Center of California.

**PLEASE SEE ATTACHMENT D, YOUTH PERFORMANCE
MEASURES (WIOA), ATTACHED SEPARATELY IN BUYPNET AS A
WORD DOCUMENT TITLED
“rfp_7611_attach_d_youth perf measures_WIOA.docx”**

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT E – TECHNOLOGY REQUIREMENTS (WIOA)**

SDWP Technology Requirements for PY 2017-2018

Technology Equipment: The Workforce Partnership has technology system requirements with which Subrecipient must comply. The Subrecipient shall provide the following:

1. Internet connectivity (high speed Internet recommended);
2. Email accounts for all users working on the proposed project;
3. Commercial antivirus software with subscription in force for the period of this agreement; and
4. Browser requirement—current or prior versions of Internet Explorer, Mozilla Firefox, Safari or Chrome.

Additional recommendations:

1. MS Office version 2007 or higher;
2. Adobe Acrobat Reader Version X or higher;
3. Processor Intel Core 2 Duo 2.8 GHz or better with 4 GBs RAM

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
ATTACHMENT F – COMMUNICATIONS AGREEMENT (WIOA)**

This agreement serves to facilitate effective communications for the contractor (Funded Partner) funded by the San Diego Workforce Partnership (SDWP), in working together to reach the community. These responsibilities are in effect, as of the July 1, 2017.

- 1) Each Funded Partner will designate a representative within 30 days of effective contract date to serve as the direct communications liaison to the SDWP Communications Department. Please send name and contact information of the communications liaison to communications@workforce.org. This representative will collaborate with outreach activities, including, but not limited to: media requests, special events, contacts with elected officials, educational institutions and employers, and community outreach.
- 2) The Funded Partner is required to present the SDWP as the funding partner on any print, internet, social media, television, and audio publications through the statement: "Funded by the San Diego Workforce Partnership."
- 3) The Funded Partner is required to send all outreach materials, including PowerPoint presentations, to SDWP for approval before public distribution if the material is promoting America's Job Center of California (AJCC) services, describing SDWP's operations or involvement, and/or includes SDWP's logo.

4) Youth Funded Partners

- Each Funded Partner is recommended to develop, maintain and update a website, or a page on the organizational website of the Funded Partner, specific to services/programs funded by SDWP. The Funded Partner is required to present SDWP as the funding entity on the website with the SDWP logo and the statement "funded by the Department of Labor through the San Diego Workforce Partnership." Also, all youth funded partners will use the CONNECT2Careers branding guidelines SDWP will be rolling out beginning July of 2016.

5) AJCC Funded Partners

- Funded Partners for AJCC's shall comply with the requirement to maintain a website to provide outreach to educate and inform the public about the AJCC(s) programs and services. The Funded Partner is required to present SDWP as the funding entity on the website with the SDWP logo and the statement "funded by the Department of Labor through the San Diego Workforce Partnership." Contractor shall provide linkage to SDWP's website. If the website was paid for using Workforce Innovation & Opportunity Act (WIOA) funds, the source code is and shall be the property of SDWP.

America's Job Center of CaliforniaSM brand

The official name for the statewide system of providing employment and training through the Workforce Innovation & Opportunity Act (WIOA) partnerships and various other local programs is "America's Job Center of CaliforniaSM (AJCC)." To achieve the goals of this grant, it is important that the public has a quick and easy method to identify that the projects or programs they are taking part in are part of the "America's Job Center of CaliforniaSM." To provide this information to the public, the Funded Partner agrees to place the AJCC logo, in accordance with the State of California guidelines for such use, on all public materials such as statements, press releases, brochures, advertisements, reports, and other documents describing projects or programs funded in whole or in part with WIOA funds. No other logos are to be used without permission from SDWP's Communications Department. The Funded Partner shall not use the AJCC logo in any manner that would imply that the State of California endorses a commercial product, service, or activity.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REFERENCE C – BUDGET INSTRUCTIONS (WIOA)

SDWP Budget Instructions

WIOA Tier II Services

All costs related to the program activities described in the program design must be included on the Budget Cost Detail worksheet. The line item description must include the type of cost and be representative of the cost category under which the cost is allocated. A Budget Narrative is required to substantiate the costs included in the cost reimbursement section.

Subrecipients are required to assign a monetary value to In-Kind/Cash Match and enter them on this form in the appropriate In-Kind/Cash Match section. A Budget Narrative is also required for the in-kind/cash match section and must correspond to the amounts and types of support documented by Letters of Commitment, Memorandums of Understanding, or other grant award documents submitted in the proposal program design.

Subrecipients will be held accountable for the planned outcomes stated in the Program Operating Plan (POP) included in the Project Budget Detail worksheet. The final POP is negotiated between the contractor and SDWP at the beginning of every program year and becomes part of the contractual agreement.

Please note that all cells that include a formula have been locked. Subrecipients will enter data into the blue shaded cells only.

All cost items in each section of the Project Budget Detail worksheet, must be segregated by support (administrative) and program costs. Support costs include expenses associated with the following functions - legal, human resources, finance/accounting, property management, and payroll. Any expenditures connected with providing the above services, (rent, utilities, phones, etc.) are also deemed support costs. Costs not included in the above description should be charged as program costs. See 2 CFR parts 200 and 2900 for further clarification.

Personnel Detail Worksheet:

- The Personnel Detail worksheet must be completed before entering data in the Project Budget Detail worksheet. Information from the Personnel Detail worksheet will automatically update the cells in the Personnel Costs section of the Project Budget Detail and the In-Kind Match worksheet.
- Enter the Subrecipient Name in the blue shaded area at the top of the worksheet. All the other worksheets will be updated with this information.
- In the first column, list all the position titles to be funded under this contract.
- In the second column, enter the annualized salary for each position listed in the first column.
- Under the appropriate funding stream (In School Year (ISY) or Out of School Year (OSY)), enter the anticipated salary amount for each position. This salary cost is linked to the Personnel Costs on the Project Budget Detail worksheet.
- The salary percentage for each individual will be automatically calculated under each funding stream and category – support or program.
- The total salary anticipated and the salary percentage will be displayed in the final two columns of the worksheet.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REFERENCE C – BUDGET INSTRUCTIONS (WIOA)

- Enter the appropriate fringe benefit rate (limited to two decimal places) into the Personnel Detail worksheet. The fringe benefits cost will automatically calculate and carry over to the Project Budget Detail worksheet.

Personnel Detail In-Kind Match Worksheet:

- The Personnel Detail In-Kind Match worksheet must be completed before entering data in the In-Kind Match section of the Project Budget Detail worksheet. Information from the Personnel Detail In-Kind worksheet will automatically update the cells in the Personnel Costs section of the In-Kind Match worksheet, located on the far right of the Project Budget Detail worksheet.
- Follow the same instructions as listed above for the Personnel Detail worksheet, with the following exception – there is no need to assign costs to funding streams, although salary expenses still need to be segregated by support or program costs.
- The fringe benefits costs are calculated in the same manner as listed above.

Project Budget Detail Worksheet:

Subrecipients enter all applicable budget costs (with a description of each expense) in the following category sections of the worksheet:

- Personnel Costs
- Programmatic Subcontract Costs
- Participant Costs
- Supplies Costs
- Furniture & Equipment Purchase Costs
- Staff Training and Travel Costs
- Facilities/Infrastructure Costs
- Other Costs

All cost entries should be entered under the appropriate funding stream – In School Year (ISY) or Out of School Year (OSY) and further segregated by support or program costs. The CFDA Number must be entered on the Project Budget Detail Worksheet, along with the funding stream.

When entering cost information for items/services, please include the formula used to calculate costs in the appropriate worksheet cell. For example – Rent - 6 months @ \$1,000/month would look appear as

6 X \$1,000 = \$6,000. Mileage – 256 miles @ .54/mile for 5 people 256 X \$.54 X 5 people = \$691.20

These formulas, rather than just a hard-coded number, make reviewing/checking the Budget Cost Detail worksheet against the Budget Narrative much easier to verify.

Indirect costs, as calculated by the subrecipient, are entered in the Other Costs section of the worksheet.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REFERENCE C – BUDGET INSTRUCTIONS (WIOA)**

At the bottom of the Project Detail worksheet is an Indirect Cost Calculation tool designed to verify the indirect cost calculations. Some expenses, as identified in your Indirect Cost Rate Agreement, are not included in the Indirect Cost Base (Total Direct Costs) and they are excluded from the final indirect cost calculation. These expenses are entered in the blue shaded area under the Total Direct Cost line item

and are subtracted from the Total Direct Cost value. The result of this calculation is the Indirect Cost Base, against which the Indirect Cost Rate will be applied.

Enter the Subrecipient's Indirect Cost Rate. The Indirect Cost Rate used may be less than, but cannot be greater than, the approved Indirect Cost Rate. The Allowable Indirect Costs to be charged to this Agreement are automatically calculated and displayed and may vary slightly, due to number rounding.

The Check section verifies that the Indirect Cost Rate matches the approved Indirect Cost Rate. If the calculated Indirect Cost Rate is equal to or less than the approved Indirect Cost Rate, "YES" appears in Check cells at the bottom of the worksheet. If the calculated Indirect Cost Rate is greater than the approved Indirect Cost Rate, "NO" appears and the Indirect Rate applied above needs to be corrected. This section also displays the variance between the Indirect Costs as calculated by the Subrecipient and the costs calculated by the approved Indirect Cost Rate.

Expenditure Plan Worksheet:

The estimated monthly cost details for each Program Funding Stream are entered into the Expenditure Plan Worksheet. Entries are entered in whole dollars, do not use decimals. The total on this worksheet must match the total on the Project Budget Detail worksheet.

Program Operating Plan:

- File in the blue shaded cells based on your program operating plan set forth in the total budget
- Include the number of participants per quarter for each category:
 - Enrollments
 - Exits
 - Credential Attainments (High School Diploma/GED/Other Certificate)
 - Placements (Employment, Post-Secondary, or Advanced Training)
 - Measurable Skills Gain is captured for participants who, during a program year, are in education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains (defined as documented academic, technical, occupation, or other forms of progress) towards such a credential or employment.

Budget Category Definitions and Instructions for Budget Narrative

Instructions below detail definitions for each budget category and instructions for the Budget Narrative.

1. **Personnel Costs:** All personnel costs must be included in the Personnel Detail form. Staff salaries and associated fringe benefits necessary to direct service delivery. This category

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REFERENCE C – BUDGET INSTRUCTIONS (WIOA)

does not include subcontracted professional services or staffing. These costs should be allocated to the contractual services category and detailed/described in the line item for each cost. Please note positions related to fundraising are not allowable under WIOA. Federal guidelines must be followed regarding Salary and Bonus Limitations as stated in Public Law 113-76 Section 105. See Training and Employment Guidance Letter No. 5-06 for further clarification.

Personnel Costs Budget Narrative: List each individual position by title and a brief job description including the function and responsibilities of each position. No calculations are to be provided in the narrative.

2. **Participant Costs:** Costs directly related to individual participants such as subsidized wages, supportive services (e.g. bus passes, day care costs), participant payments (e.g. stipends, incentives), participant supplies (e.g. items/equipment consumable by participants or which become their personal property), tools or clothing related to employment or training, and participant tuition and fees incurred to achieve program objectives.

Participant Costs Budget Narrative Detail: List each type of item with a unit cost x number of units (do not include the total costs in your narrative as it is already represented in the budget detail worksheet). Number of units should be related to the number of individuals that will receive the item.

Subsidized wages: Indicate the number of participant's x hourly wage x fringe/tax % rate x total hours worked.

3. **Furniture & Equipment Purchase Costs:** Non-consumable, depreciable equipment necessary for the program. Examples are computers, printers, fax machines, and office furniture. Equipment leases should also be listed here.

Furniture & Equipment Purchase Costs Budget Narrative: For each type of equipment to be purchased, list the number of items and the unit cost for each item. Please note that any item with a unit cost of \$1,000 or more will require prior written approval by SDWP.

4. **Facilities/Infrastructure Costs:** General costs to run the program, including building rental, facilities maintenance, utilities, phones, general consumable materials and supplies, internet, etc., and other costs related to supporting and maintaining organizational infrastructure. Professional services purchased from vendors (as opposed to subcontractors) are included in this category. Costs related to technology needed to fulfill SDWP requirements can be included as part of your budget and will be reviewed for cost effectiveness and reasonableness.

Facilities/Infrastructure Costs Budget Narrative: As applicable, for each item list the number of items and the unit cost for each item. An alternate method of calculation, such as cost per unit of item (e.g. month or annual cost) or per staff would also be acceptable.

5. **Programmatic Subcontract Costs:** Costs related to services contracted to an outside organization or company necessary to provide services to participants. Costs related to the purchase of goods or services from a general supplier, vendor transactions or part of general operating costs should not be included in this category and instead should be listed under Facilities/Infrastructure Costs.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REFERENCE C – BUDGET INSTRUCTIONS (WIOA)

Programmatic Subcontract Costs Budget Narrative: Any proposed subcontractors should also be included in the proposal narrative along with their responsibility and role. Detail the type of contractor and the approximate cost expected.

6. **Office Supplies Costs:** Costs related to general office supplies, postage/delivery, printing, copying and other similar natured costs should be included in this section.

Office Supplies Costs Budget Narrative: Narrative for supplies cost should break down costs estimated per month and number of months.

7. **Staff Travel/Development Costs:** Costs related to the professional development of staff and related local or out-of-town travel expenses.

Staff Travel/Development Costs Budget Narrative: Provide a description of all costs associated with staff development and travel.

8. **Other Costs:** Costs that do not belong to above categories should be included in this category. It may include Indirect Cost, Audit Cost, Insurance Cost, etc.

Indirect Costs: If used, this rate should include audit, payroll and other costs of program support such as general costs that cannot be directly identified as a cost to any specific program, but are equitably allocated to all the programs that the organization operates and therefore should not also be listed in Facilities/Infrastructure Costs. Note: This category may only be used by organizations with an Indirect Cost Rate approved by an authorized federal or state agency, not to exceed 15% of the total budget. A copy of the Indirect Cost Rate Proposal approved by the cognizant federal agency must be attached.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REQUIREMENT 1 – SDWP PERFORMANCE GOALS MATRIX**

**PLEASE SEE REQUIREMENT 1 – SDWP PERFORMANCE GOALS
MATRIX - ATTACHED SEPARATELY IN BUYPNET AS AN EXCEL
DOCUMENT TITLED**

“rfp_7611_req_1_SDWP perf goals matrix.xlsx”

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REQUIREMENT 2 – SDWP PROCUREMENT GUIDELINES**

SECTION I: INTRODUCTION

(a) Purpose

To outline the procedures and process for San Diego Workforce Partnership (SDWP) to procure goods and services in accordance with Federal, State and local regulations. As a steward of public funds, SDWP's procurement process is centered on the following guidelines:

- Reasonable and justifiable: All purchases are reasonable and the goods and services being procured benefit the grant(s) that are paying for the purchase.
- Fair and open competition ([2 CFR 200.319](#)): To the extent possible, SDWP's procurement will support fair and open competition of all public purchases.

(b) Background

SDWP will conduct all procurements in compliance with Federal, State and Local regulations. All Workforce Innovation and Opportunity Act (WIOA)-funded programs and activities must comply with applicable provisions in the Federal Uniform Guidance, Employment Development Department (EDD) state directives, and other guidance documents including but not limited to:

- Department of Labor Employment & Training Administration, WIOA [Final Rule](#)
- [2 CFR Part 200](#)
- [2 CFR Part 2900](#)
- State of California EDD Workforce Services Directive, [WSD12-10 Procurement](#)¹
- State of California EDD Workforce Services Directive, [WSD14-13 Property—Prior Approval, Purchasing, Inventory and Disposal](#)²

(c) Responsibilities

Procurement Lead (employee purchasing goods or services):

- Initiates the procurement
- Executes the procurement plan
- Develops and completes all the procurement documents specific to the procurement type
- Responsible for filling out the procurement log and storing all procurement documents in accordance with this policy

Finance Department:

- Verify the availability and correct allocation of funding streams for the goods or services
- Ensure budget shells/information/finance related forms are updated
- Review and approve procurement purchases
- Conduct staff training and technical assistance for staff
- Update the policy, as needed

¹ edd.ca.gov/Jobs_and_Training/pubs/wsd12-10.pdf

² edd.ca.gov/Jobs_and_Training/pubs/wsd14-13.pdf

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REQUIREMENT 2 – SDWP PROCUREMENT GUIDELINES

Chief Financial Officer (CFO) and/or VP & Chief Program Officer (CPO):

- Final sign off prior to Request for Proposals (RFP) or Request for Quotes (RFQ) released
- Final sign off on contracts, service agreements that are unbudgeted, discretionary or over \$10,000 prior to President & Chief Executive Officer (CEO) signature

SECTION II: FAIR AND OPEN COMPETITION

All procurement transactions must be conducted in a manner providing full and open competition (2 CFR 200.319).

(a) Standard of Conduct and Conflict of Interest

All procurement activities are subject to the rules and regulations pertaining to SDWP's Conflict of Interest (COI) policy. SDWP's COI policy provides standards of conduct covering conflicts of interest and governing actions of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real, perceived or potential conflict of interest.

(b) Promoting Competitive Practices

SDWP procurement transactions will contain no requirements that unduly restrict competition (2 [CFR 200.319\(a\) and \(b\)](#)), including, but not limited to:

- Placing unreasonable requirements to qualify to do business with SDWP
- Requiring unnecessary experience and excessive bonding
- Noncompetitive pricing practices between firms or between affiliated companies
- Noncompetitive contracts to consultants that are on retainer contracts
- Organizational conflicts of interest
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement
- Any arbitrary action in the procurement process

Information shared in a RFP should include:

- A clear and accurate description of the technical requirements for the material, product or service to be procured
- All requirements which the respondents must fulfill and all other factors to be used in evaluating proposals
- Anticipated timeline with key milestones of the procurement process

(c) Prequalified Lists

All prequalified lists of persons, firms or products which are used in acquiring goods and services are current and include qualified sources to ensure maximum open and free competition. Also, SDWP must not preclude potential respondents from qualifying during the solicitation period.

SECTION III: PROCUREMENT METHODS

(a) Purchasing Guidelines for All Procurements

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REQUIREMENT 2 – SDWP PROCUREMENT GUIDELINES

Procurement cycles/lengths:

- Administrative service procurement cycles (e.g., janitorial services, monitoring services, legal services) should be no longer than three (3) years, unless appropriate justification for extenuating circumstances is provided and approved by the CFO
- America's Job Center of California (AJCC) operators must be selected through a competitive process conducted no less than every four (4) years (20 CFR 678.605)
- Other program services should be procured no less than every five (5) years (special projects, youth providers, etc.)

Program related procurement cycles that go longer than the four (4) years for AJCC operators and five (5) years for other program services requires the approval from the funding source (e.g., EDD for WIOA programs).

Other general guidelines for all procurements:

- WIOA and other public funds will not be used to duplicate facilities or services available (with or without reimbursement) from other Federal, State or local resources, unless alternative services or facilities would be more effective or more likely to achieve performance goals
- For large purchases over \$50,000, a protest or "appeals" procedure to address disputes related to both award and administration of contracts
- Large purchases cannot be divided into multiple smaller purchases in order to avoid the required approval and quote levels
- All purchases should be reasonable and benefit the grant(s) funding the purchase

Computer equipment/software greater than \$5,000:

- Prior to the Procurement Lead purchasing computer equipment (e.g., computers, software, hardware, packaged applications, monitors, printers, scanners), the Information Technology (IT) Manager must be consulted and provide written approval of the purchase, in addition to the normal procurement approvals
- For any equipment, IT licensing or software purchases with a per unit cost of \$5,000 or more coded to WIOA funds, approval by the EDD Regional Advisor is required following the instructions and procedures in [WSD14-13 Property—Prior Approval, Purchasing, Inventory and Disposal](#)³ (see Attachment H – Request for Property for the required form)

(b) Procurements Types and Thresholds

Type of Procurement	Threshold	# Quotes/Proposals Required
(1) Micro-purchases	\$1 - \$3,500	One (1) quote
(2) Request for Bids (RFB)	\$3,501 - \$9,999	Two (2) quotes*
(3) Request for Quotes (RFQ)	\$10,000 - \$49,999	Three (3) quotes*

³ edd.ca.gov/Jobs_and_Training/pubs/wsd14-13.pdf
Requirement 2 – SDWP Procurement Guidelines

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REQUIREMENT 2 – SDWP PROCUREMENT GUIDELINES**

Type of Procurement	Threshold	# Quotes/Proposals Required
(4) Request for Proposals (RFP)	Greater than \$50,000	Three (3) proposals*

*See Section III(b)(5) Noncompetitive Purchases (Sole Source) if a procurement is conducted and the required amount of quotes are not received.

(1) Micro-purchases - \$1 - \$3,500 (One Documented Quote):

[2 CFR 200.67](#). For purchases of \$3,500 or less, the Micro-purchases procurement method is used and requires at least one (1) documented quote through:

- Contact with potential contractor in person, telephone or e-mail
- Prices from websites or internet searches
- Prior receipts less than three months old
- Hard copy catalogs and price lists should be updated at least annually

The Procurement Lead should ensure, at a minimum, the quote includes goods or services to be rendered, quantity and price. To the extent practicable, SDWP will distribute Micro-purchases equitably among qualified bidders.

Once the Procurement Lead obtains the documented quote(s), as listed above, the goods or services can be acquired through a Purchase Order Form (Attachment A), Service Agreement or Request to Purchase/Employee Reimbursement Form (Attachment B).

(2) Request for Bids (RFB) - \$3,501 - \$9,999 (Two Documented Quotes):

For purchases between \$3,501 and \$9,999, the RFB method is used and requires at least two (2) documented quotes through:

- Contact with potential vendor (in person, telephone, fax or e-mail)
- Prices from websites or internet searches
- Prior receipts less than three months old
- Hard copy catalogs and price lists should be updated at least annually

Once the Procurement Lead obtains the documented quote(s) as listed above, the goods or services can be acquired through a Purchase Order Form (Attachment A), Service Agreement or Request to Purchase/Employee Reimbursement Form (Attachment B).

(3) Request for Quotes (RFQ) - \$10,000 - \$49,999 (Three Documented Quotes):

For purchases of commercial goods or professional services between \$10,000 and \$49,999, the RFQ method is used and requires at least three (3) documented quotes. The RFQ must be distributed in writing (including fax or e-mail) to at least five (5) qualified respondents and posted to SDWP's website.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REQUIREMENT 2 – SDWP PROCUREMENT GUIDELINES

The Procurement Lead is responsible for developing, storing and organizing the proper RFQ documentation needed for future reference and monitoring or auditing purposes ([EDD WSD12-10⁴](#)). Proper documentation includes:

- Independent price estimate
- Final version of RFQ
- RFQ distribution list and other methods of public notification
- All submitted quotes and budgets
- Conflict of interest forms (Attachment E)
- Summary bid sheet (Attachment F)
- Sole Source Justification Form, if applicable (Attachment G)
- Evaluation documentation (e.g., pros and cons, evaluators' comments, score matrix)
- Winning quote response letter
- Losing quote response letter(s)
- Cost-price analysis
- Approved Contractor Service Agreement Approval Routing Sheet (Attachment C)
- Soft copy of executed service agreements

(4) Request for Proposals (RFP) - \$50,000+ (Three Documented Proposals):

For purchases of commercial goods or professional services over \$50,000, the RFP method is used and requires at least three (3) documented proposals. The RFP method requires respondents to specify the types of services or goods that they intend to provide.

The Procurement Lead is responsible for developing, storing and organizing the following proper RFP documentation needed for future reference and monitoring or auditing purposes ([EDD WSD12-10⁵](#)). Proper documentation includes:

- Independent price estimate
- Final version of RFP that includes scope of work including the quantity/volume desired, timeframes for the procurement and ensuing contract, method of scoring, deadline of receipt, procurement dispute process, and any additional criteria used to determine the procurement decision.
- Public notice (e.g., website posting)
- RFP distribution list and other methods of public notification
- All submitted proposals and budgets
- Conflict of Interest Forms (Attachment E)
- Summary Bid Sheet (Attachment F)

⁴ edd.ca.gov/Jobs_and_Training/pubs/wsd12-10.pdf

⁵ edd.ca.gov/Jobs_and_Training/pubs/wsd12-10.pdf

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REQUIREMENT 2 – SDWP PROCUREMENT GUIDELINES**

- Sole Source Justification Form, if applicable (Attachment G)
- Evaluation documentation (e.g., pros and cons, evaluators' comments, score matrix)
- Winning proposal response letter
- Losing proposal response letter(s)
- Cost-price analysis (may be developed by Finance Department for Subrecipients)
- Approved Contractor Service Agreement Approval Routing Sheet (Attachment C) or approved Subrecipient Contract Approval Routing Sheet (Attachment D)
- Soft copy of executed service agreements or Subrecipient contracts
- Copy of board approval document for purchases above \$100,000

For RFP's to procure Subrecipients (e.g., AJCC or youth program providers), the Procurement Lead must also complete the following documentation:

- Annual Statement of Qualifications for Potential Bidders (SOQ)
- Respondents' orientation attendee log
- Q&A documentation
- Notices of intent (if required in the RFP)
- Proposal intake log (indicating time and date of proposal submission) and copies of receipts provided to respondents
- Confirmation that respondent has insurance certificate as "additional insured"
- Signed lobbying certificates for contracts above \$100,000

If time allows, SDWP may issue a draft RFP for public comment and questions, providing the public additional time to prepare and ask clarifying questions and comments about the RFP prior to the final RFP release.

(5) Noncompetitive Purchases (Sole Source)

Noncompetitive Purchases or Sole Source may be used under limited circumstances. The purchase must be infeasible under one of the other methods discussed above, and **one** of the following conditions must apply:

- The item is available from only one source
- Public emergency precludes delay (e.g., a National Emergency, fire or flood that requires the immediate acquisition of services)
- Documented approval from the awarding agency authorizing the specific noncompetitive purchase
- Inadequate competition is determined due to an insufficient amount of bids, quotes or proposals received

If the Procurement Lead is pursuing a Sole Source, the following steps must be taken:

- Fill out Sole Source Justification Form (Attachment G)

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REQUIREMENT 2 – SDWP PROCUREMENT GUIDELINES

- If necessary, submit formal memo to funding source requesting written approval for Sole Source
- Include copies of the Sole Source Justification Form, a copy of the procurement method and its supporting documentation, as listed above

(6) Procurement Log & Procurement Record Keeping

The Controller is responsible for ensuring the procurement log is updated and completed for all purchases. The Procurement Lead must provide the following to the Controller or designated finance staff to complete the procurement log for each procurement they are responsible for:

- Procurement description
- Funding source
- Procurement type (e.g., competitive, non-competitive)
- Contract method (i.e., Subrecipient contract or service agreement)
- Date the RFQ or RFP was issued/released
- Submittal date of the completed procurement
- Respondent(s) selected as a result of the procurement
- Resulting Subrecipient contract or service agreement number(s)

Procurement files in electronic format will be retained for a minimum of three (3) years following submission of the final expenditure report for each procurement's grant funding cycle. If any litigation, claim, or audit is started before the expiration of the three-year period, **all** records must be retained until all findings have been resolved and final action has been taken ([Uniform Guidance Section 200.333](#)).

Subrecipients must retain all records of each WIOA allocation for a period of three years from the date of their last expenditure report submitted to the COWSD. If any litigation, claim or audit is started before the expiration of the three-year period, **all** records must be retained until all findings have been resolved and final action has been taken (Uniform Guidance Section 200.333).

The procurement log will be managed by the Controller. The CFO, Controller or Accounting Manager will be ready and available to print out requested procurement documents for monitoring and auditing.

(7) Protest/Appeals Process RFP

All RFP's must have a written appeals process included in the body of the RFP. An appeal will only be considered valid if there has been a violation of the one of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner
- Federal, State and/or SDWP procurement guidelines, as described in SDWP Contract General Provisions, have been violated

An appeal would not be allowed:

- To contest individual scores, the rating system or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above
- By those other than RFP respondents

The appeals process shall consist of the following steps:

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REQUIREMENT 2 – SDWP PROCUREMENT GUIDELINES**

- A written letter of appeal must be delivered to the RFP contact
- The written appeal must specify evidence for valid appeal and the specific relief requested
- The written appeal must be received by SDWP within five (5) business days from the date the RFP recommendation is first publicly posted on SDWP's website. Pursuant to the Ralph M. Brown Act (Cal. Gov't Code §54950 et al.), the agenda for a publicly noticed meeting shall be posted no later than 72 hours prior to the meeting being held
- A designated third-party appeals review panel comprised of non-SDWP staff shall have ten (10) business days to determine if the criteria for a valid appeal have been met. The decision of the review panel shall be final with no provision for reconsideration.

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REQUIREMENT 3 – SDWP BUDGET NARRATIVE**

SDWP BUDGET NARRATIVE TEMPLATE

Subrecipient:

Personnel Costs	
Participant Costs	
Furniture & Equipment Purchase Costs	
Facilities/Infrastructure Costs	
Programmatic Subcontract Costs	
Supplies Costs	

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSALS (RFP) NO. 7611
INDEPENDENT LIVING SKILLS AND FOSTER YOUTH WORKFORCE SERVICES
REQUIREMENT 3 – SDWP BUDGET NARRATIVE**

Staff Training and Travel Costs	
Other Costs	