



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

REQUEST FOR PROPOSAL PS-#1171 ADULT DAY REPORTING CENTER

February 23, 2012

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for an Adult Day Reporting Center.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit five (5) hard copies and one (1) electronic copy (on CD) of your proposal on March 16, 2012 by 3:00 p.m. to:

County of San Luis Obispo
Phil Haley, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Robert Reyes at (805) 805-788-2951.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Robert Reyes, Chief Deputy Probation Officer at: rreyes@co.slo.ca.us. All questions will receive a response within 3 business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

PHILL HALEY
Buyer II – GSA Purchasing
phaley@co.slo.ca.us

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LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

| | YES | NO |
|---|-----|----|
| Do you claim local vendor preference? | | |
| Do you conduct business in an office with a physical location within the County of San Luis Obispo? | | |
| Business Address: _____ _____ | | |
| Years at this Address: _____ | | |
| Does your business hold a valid business license issued by the County or a City within the County? | | |
| Name of Local Agency which issued license: _____ | | |

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

ADULT DAY REPORTING CENTER**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of five (5) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on March 16, 2012. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Phil Haley
Telephone: (805) 781-5904
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and

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conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in item 15.

13. Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:** The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase “**Proprietary Information Included**”. This can be hand written or printed on the CD label.

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A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$ 1,000,000 General Liability Insurance and \$ 1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
 - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
 - d. **Indemnification**
Contractor shall defend, indemnify and hold harmless the County, its officers and

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employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

ADULT DAY REPORTING CENTER**1.0 PROJECT BACKGROUND AND SCOPE**

- 1.1 The San Luis Obispo County Probation Department is seeking a qualified vendor to operate a Day Reporting Center (DRC) for adult offenders. The population the County expects the DRC to serve consists of the new Post Release Community Supervision offenders that are the County's responsibility, the non-violent, non-serious, non-sex offenders sentenced to the County Jail as a result of the Public Safety Realignment Act and current adult probationers.
- 1.2 The Public Safety Realignment Act (Assembly Bill 109) was signed into law by the Governor on April 5, 2011, and amended by Assembly Bill 117 on June 30, 2011. This legislation specifies new responsibilities for managing adult offenders in California beginning October 1, 2011. To be eligible for the funds attached to public safety realignment, each County is required to develop and implement a realignment plan. The responsibility for the development of this plan belongs to a Community Corrections Partnership (CCP), chaired by the Chief Probation Officer and comprised of criminal justice partners. The San Luis Obispo County Board of Supervisors, as part of its realignment plan, authorized the establishment of a Day Reporting Center. The purpose of this solicitation is to identify a vendor to operate the proposed DRC.
- 1.3 The San Luis Obispo County Probation Department seeks to enhance its community treatment programs and provide additional sentencing options to the local judiciary by offering detention alternative services to incarceration for offenders who meet the criteria for the program. Areas of service include but are not limited to criminal thinking, substance abuse, anger and aggression, treatment readiness, and pro-social living and relationships. The goals of the services include reducing recidivism, increasing public safety and assisting offenders in establishing pro-social behaviors and lifestyles.
- 1.4 Up to 50 male or female offenders are to be served monthly through this program. The County reserves the sole right to set the target population parameters. The proposed program for each offender should be four to six (6) months in length, starting with an intensive first phase and gradually lessening in intensity in subsequent phases. It is anticipated that the DRC will become operational within 60 days of execution of the contract. Minimum hours of operation will be Monday-Friday, 8:00 a.m. to 8:00 p.m. and Saturdays, 9:00 a.m. to 1:00 p.m. It is anticipated the contract with the selected vendor will be for three (3) years with two (2) renewals at the option of the County.
- 1.5 The DRC shall be able to provide monitoring and treatment services six (6) days per week, with office hours that can accommodate the work schedules of the clientele. Interested vendors should include their intent regarding holidays, reduced hours, etc. Interested vendors shall confirm agreement to these requirements.
- 1.6 DRC site: The County of San Luis Obispo shall provide office space for the DRC Service site. Additionally, the vendor shall provide property and liability insurance acceptable to the County covering the Premises and naming the County and the Lessor as additional insured.

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The vendor will be responsible for all bills associated with the property, i.e. electric, water sewer, phone, internet access, etc. The vendor will further be responsible for providing everything else needed to make the space operational, i.e., furniture, equipment, supplies, telephones, etc. The vendor will ensure the DRC facility is secure by providing adequate supervision during hours of operation.

- 1.7 DRC programming shall include but not be limited to: daily check-ins, cognitive skills training, random drug testing, job skills training/placement, substance abuse education and counseling, anger management, family and parenting counseling, educational services/GED, life skills, relapse prevention, and mental health screening. Staff providing direct services will meet minimum state certification requirements for each specific discipline, i.e., substance abuse counseling, family and parenting counseling, and mental health screening. The vendor shall be responsible for ensuring that staff meets certification requirements and shall provide proof thereof upon request.

Programming provided at the DRC must use evidence-based cognitive behavioral interventions, address criminogenic needs, and be designed to reduce recidivism. Respondents to the RFP must demonstrate a comprehensive understanding of these concepts. Interested vendors responding to the RFP shall propose the curriculum and programming to be provided in the DRC and shall provide detailed information on the curriculum and programming proposed. The Probation Department reserves the right to negotiate curriculum and programming selection.

The vendor shall have an individualized case plan for each program participant based on the LSI-R (Level of Service Inventory-Revised) provided by the Probation Department. The individualized case plan shall be completed in coordination with other treatment plans in effect for the offender such as drug and alcohol and mental health treatment. DRC staff will participate in any necessary collaborative case plan meeting with community treatment providers.

- 1.8 Program modules/curriculum shall be developed or modified to allow flexibility in offender participation. That is, modules must be able to accommodate enrollment at different intervals and be sufficiently independent, complete and flexible to be used separately and in any order.
- 1.9 Vendor responsibilities shall include but not be limited to the following:
- Identification of key positions and maintenance of appropriate staffing levels.
 - Maintain administrative responsibility for the delivery of services.
 - Collaboration with Probation Department staff for the planning, directing and coordinating of all programs, and consultation with the Probation Department on requirements for hiring and training of staff.

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- Maintenance of responsibility for the efficient management of casework functions and supervision of staff.
 - Monitoring of the treatment methodology, statistical data gathering, and procedures governing documentation, and ensuring that offenders are working toward goals outlined in the individualized case plans.
 - Participation in case conferences with Probation Department staff and other community providers as necessary.
 - Oversight of the budget to ensure that costs do not exceed the funding authorized.
- 1.10 DRC staff shall immediately notify the Probation Department of any problems that would jeopardize public safety or the offender's continuation in the DRC program. Problems shall include but not be limited to: failure to report and follow daily schedules, failure to participate in required activities, new arrests, positive test for drug or alcohol usage and other behaviors that might pose a public risk. Vendor shall describe in detail their plan for immediate notification.
- 1.11 The DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures assisting with rapid referral and placement of offenders in such programs.
- 2.0 **REPORTS**
- 2.1 Monthly progress reports on each participant in the DRC program shall be turned in to the Probation Department by the 10th of the month. Information to be included in the progress report will include, but not be limited to:
- Phase participant is in and progress made within that phase;
 - Services participant received during the reporting month;
 - Drug testing results; and
 - Progress towards meeting case plan goals and recommendation for continuing, modifying, or discontinuing program.
- 2.2 Discharge reports: When a participant is discharged from the program for reasons other than graduation, a discharge report shall be completed and sent to the assigned Probation Officer. This report shall include but not be limited to:
- Name and date of birth;

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- Cumulative history in the DRC, including compliance and non-compliance with the various program components;
- Phase at time of discharge; and
- Date of termination and reason

2.3 Case Plan: All vendors submitting a response to RFP shall provide a sample case plan based on the attached sample fictitious high medium risk offender's Risk Assessment (Attachment XX).

3.0 **AUDIT / DATA COLLECTION / QUALITY ASSURANCE**

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

3.2 Vendor shall describe and use appropriate quality assurance processes to ensure program fidelity. Program evaluation shall include but not limited to:

- Program tracking from development through implementation to ensure that it has been implemented correctly;
- Measure of program progress towards goals and objectives; and
- Correctness and reliability of data collection processes and data

3.3 Vendor shall describe formal and valid mechanisms used for measuring outcomes. Vendor shall work with the Probation Department to identify measurable outcomes based on type of program strategy and how often the reports will be generated. Outcomes shall include but not limited to:

- Program Integrity: Program tracking from development through implementation to ensure program objectives are met, including set-up, length and number of sessions, curriculum, etc.
- Program completion/graduation rates, program terminations and rating scores upon entry and exit of the program.

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- Offender Self-Reports on Program Effectiveness: Client satisfaction surveys that include evaluation of programs by offenders to determine whether participants were satisfied with the program, amount of knowledge gained in a treatment program, program impact, etc.

3.4 Vendor shall submit to Probation Department staff graphs/reports/schedules updated every Friday of program activity. Vendor shall submit information on but not limited to:

- Attendance
- Type of program, instructor and number of offenders enrolled
- Activity hours conducted
- Program progress and completion status

4.0 **STAFFING / MANAGEMENT PLAN**

4.1 The Probation Department shall conduct security clearances and a Live Scan (Department of Justice fingerprints) on all proposed staff. The Probation Department will grant provisional approvals pending official clearance. All program staff shall be at least 18 years of age. Final clearance will not be granted until the results of the Live Scan are received and the Probation Department has final approval for clearance. The Probation Department has the authority to terminate the agreement immediately should a threat to security of confidential criminal offender records, probation file information, court records, etc. is identified. Criteria for approval or denial include but are not limited to:

- No un-adjudicated arrests or convictions during the past three years.
- Not currently be a felon or civil addict on parole or probation or under any structured supervision as a result of criminal conduct.
- Not required to register per Penal Code Section 290, and/or Penal Code Section 451.
- No conviction history involving a serious or violent felony as defined in Penal Code Section 1192.7(c) or 667.5(c).
- Ex-offenders are further subject to guidelines as follows:
 - Vendor staff cannot currently be a felon or civil addict, on parole or probation or under structured supervision as a result of criminal conduct.

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- Ex-offenders shall provide written evidence of successful completion of probation or parole.
 - Individuals required to register per Penal Code Section 290 are ineligible.
 - Individuals that fall under Health and Safety Code 11590 and/or Penal Code Section 457.1 shall have completed their registration requirements and be reviewed on a case by case basis and may be approved or denied by the Probation Department.
 - Individuals with a conviction history involving a serious felony, as defined by Penal Code Section 1192.7, shall be reviewed on a case by case basis and may be approved or denied by the Probation Department.
 - Individuals with a conviction history involving a violent felony, as defined by Penal Code Section 667.5, shall be reviewed on a case by case basis and may be approved or denied by the Probation Department.
- 4.2 Vendor must identify staff and their experience in the intended assignment and provide a job duty statement with qualifications stated in terms of experience, knowledge, skills, and abilities necessary to carry out the duties of the position.
- 4.3 Employees of the Vendor shall complete a Live Scan a minimum of four (4) weeks in advance of the employment date to provide the Probation Department the necessary time to complete the required background check.
- 4.4 Spanish speaking DRC staff is desirable.
- 5.0 **IMPLEMENTATION**
- 5.1 Vendor shall provide a program implementation plan.
- 6.0 **BACKGROUND**
- 6.1 The County of San Luis Obispo consists of diverse geographical locations and includes a broad spectrum of life experiences with culturally diverse demographics. Additional information about the County can be accessed via the Web at:
<http://www.slocounty.ca.gov>.
- 6.2 The San Luis Obispo County Probation Department is responsible for the preparation of court reports on felony offenders and the supervision of approximately 2800 adult offenders on probation. Due to AB109, The San Luis Obispo County Probation

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Department has been designated as the county agency responsible for administering supervision and programs to the post release community supervision and the non-violent, non-serious, non-sex offenders (N3s) that no longer can be sentenced to state prison.

Projected estimates suggest that San Luis Obispo County will have an average daily population of 140 N3 offenders serving felony sentences in County Jail and 136 Post Release Community Supervision offenders supervised by the Probation Department by 2014. These two offender populations are expected to have high needs in the areas of substance abuse, persistent association with negative peer influences, anti-social thinking, insufficient problem-solving skills, and lack of vocational/educational skills, homelessness and other basic needs. The overall goal with the Realignment offender population and adult probationers is to enhance public safety, change offender behavior and reduce recidivism by utilizing evidence based practices, expand adult treatment options and develop alternatives to incarceration.

7.0 PRE-BID JOB WALK

- 7.1 The San Luis Obispo County Probation Department will be available for pre-bid job walks. Job walks will be held March 13, 2012 at 10:00 AM or 2:00 PM. Location of the job walk:

DRC
3534 Empleo Drive, Suite A
San Luis Obispo, CA. 93401

Bidders will have an opportunity to ask questions and to comment on the contents of the RFP. It is recommended that questions, when possible, be emailed in advance of the bid walk with Chief Deputy Reyes. Pre-bid questions must be emailed prior to March 5, 2012 on or before 5:00 P.M. PST. Contractors are to provide for their own transportation. No more than two representatives from each bidder may attend the bid walks.

Contact Chief Deputy Robert Reyes at, rreyes@co.slo.ca.us, or (805) 788-2951 to schedule the appointment.

Tentative Schedule of Events

The following time table is provided to assist proposers. The County reserves the right to modify, in its sole discretion, the RFP schedule below:

| <u>DATE</u> | <u>EVENTS</u> |
|----------------------------|--|
| February 23, 2012 | Release Date |
| March 5, 2012, 5:00 PM PST | Final day for proposers to email questions |
| March 12, 2012 | Questions and responses posted on purchasing website |
| March 13, 2012 | Job Walk |
| March 29, 2012 | Proposals due (3:00 PM) |

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**APPENDIX A
CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this ____ day of _____, 20__, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and _____ an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the County of San Luis Obispo has need for special services and advice in [INSERT ONE OF THE FOLLOWING: financial, economic, accounting, engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, laundry services or linen services]; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services: [DESCRIBE SPECIFICALLY AND IN DETAIL].

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of \$[AMOUNT: USE EITHER A LUMP SUM OR A SUM PER MONTH, WEEK, HOUR, ETC.], within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

3. **Billing.** Contractor shall submit to the County, on a [Period: e.g. MONTHLY, BI-WEEKLY] basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.

4. **Term of Contract.** This Contract shall commence on [DATE], and shall terminate on [DATE], unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

ALTERNATIVE PARAGRAPH: This Contract shall commence on [DATE], for an initial term until [DATE], and shall be automatically renewed under like terms for one (1) year periods thereafter, subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party [NUMBER] days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction

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occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. Termination of Contract for Cause. If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County or if [ANY ADDITIONAL REASONS], then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. Equal Employment Opportunity. During the performance of this Contract, the Contract or agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

8. Entire Agreement and Modification. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

9. Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

10. Covenant. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

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11. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. Warranty of Contractor. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

14. Indemnification. [SELECT OPTIONS 1-5: Consultant-Construction: Consultant Non-Construction ; Contractor-Construction; Contractor-Non Construction; Consultant-Design Professional; Lessor-Lessee; Airport/Aircraft Operations CEQA]. (See Risk Management Bulletin Board.)

15. Insurance [SELECT ONE - CONTRACTOR, CONSULTANT, DESIGN PROFESSIONAL] (See Risk Management Bulletin Board.)

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

ADULT DAY REPORTING CENTER**1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

(Contact Risk Management for variation of insurance requirements for large or small contracts that may not fit the standard insurance requirements)

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and,

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and

2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. [OPTIONAL] PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at

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least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and affect, all insurance policies with coverages at

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or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, A.M. Best Rating of "A-FSCVII" or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:
List County Department & Contact

16. Records.

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

[ALTERNATE PARAGRAPH]

17. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

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All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County and _____ for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

18. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

and to the Contractor:

19. **Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

20. **Reports.** [OPTIONAL PARAGRAPH INCLUDED IN ALL DSS CONTRACTS]. Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding the month within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding months, and the manner in which all conditions and specification of the contract are being met, plus any problems anticipated in performing said work in the future.

21. **Copyright.** [OPTIONAL PARAGRAPH]. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

22. **Findings Confidential.** [OPTIONAL PARAGRAPH]. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to

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be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

23. Performance Bond. [OPTIONAL PARAGRAPH]. At the time of execution of the Contract, the Contract shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract.

24. Restrictive Covenant. [OPTIONAL PARAGRAPH]. Contractor agrees that he will not, during the continuance of this Contract, perform or otherwise exercise his services in any manner or place except for the County, unless and until said County waives this restriction.

25. Equipment and Supplies. [OPTIONAL PARAGRAPH]. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

26. Completed with FED LAW. For all DSS contracts over \$10,000 the contractor shall comply with Section 106.

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IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

CONTRACTOR:

Warren R. Jensen
County Counsel

By: _____
Deputy County Counsel

Title: _____

Date: _____

Date: _____

State of California
County of _____

COUNTY OF SAN LUIS OBISPO

On _____ before me, _____ personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on _____, 20__

ATTEST:

Clerk of the Board of Supervisors

WITNESS my hand and official seal.

Signature _____ (Seal)