REQUEST FOR PROPOSAL

FOR

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP/CALFRESH)- SNAP TO SKILLS EMPLOYMENT AND TRAINING PROGRAM

REQUEST FOR PROPOSAL (RFP)
FOR THE
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (CALFRESH)-
SNAP TO SKILLS EMPLOYMENT AND TRAINING PROGRAM
COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE

Included in this RFP:

Section I Instructions
Section II Overview of the Request For Proposal
Section III Administrative Rules and Requirements
Section IV Proposal Narrative
Section V Proposal Content Requirements and Proposer Proposal Requirements
Section VI Exhibits
- A. RFP Checklist
- B. RFP Cover Letter and Proposer Statements
- C. Budget Forms and Instructions
- D. Insurance Requirements
- E. Child Support Ordinance/Certificate of Compliance/Contractor Identification Form
- F. Nondiscrimination Clause/Statement of Compliance
- G. Debarment and Suspension Certification
- H. Lobbying Certificate and Activities
- I. Five or More Employees Statement

Addendum

INSTRUCTIONS FOR PROPOSERS

Review all sections carefully and follow all instructions in this packet. Submit complete RFP package in accordance with instructions in this packet to:

Contracts Manager
Sacramento County Department of Human Assistance
1825 Bell Street, Suite #200
Sacramento, CA 95825

PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS NO LATER THAN 3:00 P.M., FRIDAY, JUNE 9, 2017.

LATE PROPOSALS WILL NOT BE ACCEPTED
POSTMARKS WILL NOT BE ACCEPTED
FAX SUBMISSIONS AND E-MAILS WILL NOT BE ACCEPTED
DELIVERY TO ANY OTHER OFFICE WILL NOT BE ACCEPTED
PROPOSALS THAT ARE NOT SEALED WILL NOT BE ACCEPTED

FUNDING CYCLE: October 1, 2017 through September 30, 2018, with the possibility of two one-year extensions contingent on the availability of federal funds.

QUALIFIED PROPOSERS:

Currently existing Community Based Organizations (CBOs), that:

- Operate in the geographic boundaries of Sacramento County
- Provide services accessible to all residents of Sacramento County
- Operations provided from a fixed location (address)
- Currently provide program services the same or equivalent to the SNAP to Skills program. Examples of services offered to Employment and Training (E&T) participants include, but are not limited to, industry recognized training, work-based education and training, apprenticeships, On the Job Trainings (OJTs), embedded supportive services, soft skills training and . , career pathways.
- Facilities conducive to meeting confidentiality requirements of the CalFresh (SNAP) program
- Demonstrate that match dollars are on hand and that those match dollars do not contain any Federal funding sources.

AMOUNT OF FUNDS: **SNAP to Skills is a 50/50 (Federal/CBO) match program. No Federal dollars can be used as match. Sacramento County will not provide any matching funds.**

MANDATORY PROPOSERS' CONFERENCE:

A mandatory proposers' conference is scheduled for **Thursday, May 25, 2017.** This conference will be held from **1:30 p.m. to 3:00 p.m.** at the **Department of Human Assistance**, **1825 Bell Avenue, Suite 200, Sacramento, CA,** in **Conference Room #256.** Only those entities with representatives attending the conference will be allowed to submit a proposal. No questions will be answered prior to the proposers' conference, or after. **Anyone arriving more than 10 minutes late will not be admitted or be permitted to submit a proposal.** Reservations will be accepted for the Mandatory Proposer's Conference through **3:00 p.m., Wednesday, May 24, 2017.** Please secure your reservation and confirm your attendance by emailing DHA-RFP-Reservations@saccounty.net.

Purpose:

The purpose of the conference will be to discuss the requirements and objectives of the SNAP to Skills RFP and to answer questions and provide needed clarification relating to this RFP. Reminder: No questions will be answered outside of the Proposer's Conference so please come prepared with your questions.

Follow-up:

Any questions or need for clarification arising from the Mandatory Proposer's Conference that cannot be readily answered during the conference, will be answered via an e-mail sent to all attendees by close of business **Tuesday, May 30, 2017 by 3:00 p.m**.

SNAP TO SKILLS RFP
ANTICIPATED RFP TIMETABLE

DATE	ACTIVITY	CONTACT/ PHONE	LOCATION
Monday, May 15, 2017 8am	RFP available to prospective proposers	**Kim Mack (916) 876-6241** mackkk@saccounty.net	www.dhasaccounty.net Under the "Community Engagements" section
Thursday, May 25, 2017 1:30 p.m. - 3:00 p.m.	**MANDATORY** Proposers' Conference	**Kim Mack (916) 876-6241** mackkk@saccounty.net	Department of Human Assistance (DHA) 1825 Bell Street, Suite 200 Conference Room #256 Sacramento, CA 95825
DEADLINE Friday, June 9, 2017 3:00 p.m.	Final date and time to submit proposals	**Kim Mack (916) 876-6241** mackkk@saccounty.net	Department of Human Assistance (DHA) 1825 Bell Street, Suite #200 Sacramento, CA 95825
Wednesday, June 21, 2017	Evaluation of proposal packets	**Kim Mack (916) 876-6241** mackkk@saccounty.net	
Thursday, July 6, 2017 3:00 p.m.	Notice of proposed awards posted online.	**Kim Mack (916) 876-6241** mackkk@saccounty.net	www.dha.saccounty.net
***DEADLINE Thursday**, July 13, 2017 3:00 p.m.	Final Date to submit written Protest of Awards	Ann Edwards, Director	Department of Human Assistance (DHA) 1825 Bell Street, suite 200 Sacramento, CA 95825
Thursday, July 20, 2017	Director's decision on protests	Ann Edwards, Director	Department of Human Assistance (DHA) 1825 Bell Street, suite 200 Sacramento, CA 95825
***Tuesday**, August 8, 2017	Present recommended award to the Board of Supervisors	Ann Edwards, Director	
October 2017	**Contract Begins**		

* Contingent on resolution of protests
** Subject to Board of Supervisors approval

COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE
REQUEST FOR PROPOSAL
FOR
SNAP TO SKILLS

DEFINITIONS

The following are definitions as they pertain to this Request for Qualification:

- **Proposer** – the agency that is applying for funding under this RFP. Proposers applying together in a Comprehensive Proposal are called co-proposers.

- **Proposal** – the response to this RFP. A proposal is either a Comprehensive Proposal or a Single Entity Proposal.

- **CalFresh** – California's Supplemental Nutrition Assistance Program (SNAP)

- **TANF/CalWORKs-** Temporary Assistance for Needy Families (TANF)/ California Work Opportunity and Responsibility to Kids (**CalWORKs**)

- **Timed Out TANF/CalWORKs-** Individuals no longer receiving TANF/CalWORKs and are only receiving CalFresh

- **FNS** – Food and Nutrition Service

- **Contractor** – the entity that enters into a contract with the Department of Human Assistance

- **DHA** – County of Sacramento Department of Human Assistance

- **Individual** – a person not in a family

- **Participant** – a household who receives services

- **Provider** – Contractor (generally a non-profit) that provides services

- **RFP-** Request for Proposal

- **State** – State of California, Department of Social Services (CDSS)

- **Successful Proposer** – an entity possessing adequate financial resources to provide the necessary services described in this RFP. Who has the ability to comply with the proposed delivery or performance requirements taking into consideration available expertise and any existing business commitments; that has a record of satisfactory performance and a history of meeting the requirements for service and reporting activities related to job service administration and program operation.

COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE
REQUEST FOR PROPOSAL
FOR
SNAP TO SKILLS

I. OVERVIEW OF THE REQUEST FOR PROPOSAL

A. INTRODUCTION

The Sacramento County, Department of Human Assistance (DHA) is one of the four County agencies in California selected to participate in the Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) initiative known as SNAP To Skills. The SNAP To Skills is a reimbursement program that focuses on expanding the core SNAP E&T program components; job driven training and career pathway, while providing an opportunity for states and counties to increase their E&T participation. The goal of incorporating SNAP To Skills into Sacramento County's existing SNAP E&T program is to expand its E&T program to make it more job driven and employer focused. Through SNAP To Skills, E&T participants will gain the skills they need to secure the jobs of the future.

The Federal Department of Food and Nutrition Service (FNS) selected the Seattle Jobs Initiative (SJI) to establish and operate California's SNAP To Skills program in conjunction with FNS and the California Department of Social Services (CDSS). SJI will work with Sacramento County to provide multi-faceted technical assistance in a collaborative partnership to help incorporate job-driven elements into existing SNAP E&T programs. Incorporating job-driven elements involves creating career pathways for E&T participants through: demand-driven business engagement, industry recognized training, flexible and innovative instructional models, connection to the Workforce Innovation and Opportunity Act (WIOA), work-based education and training, apprenticeships, On the Job Trainings (OJTs), embedded supportive services and soft skills training.

DHA is issuing this Request for Proposal (RFP) to solicit proposals from interested community agencies to become a collaborative provider of SNAP to Skills program in Sacramento County.

B. FUNDING

The total amount of funding available is based on the Federal allocation. The reimbursement program provides participating agencies a 50 percent Federal reimbursement for approved E&T activities associated with CalFresh participants. The County does not provide any matching funds. Successful proposers to this RFP must demonstrate that they have a 100% match, no Federal funding can be used to support this match. Acceptable forms of match range from, but not limited to, State, County or City general funds, donations from private firms or non-profits, foundation funds, social venture funds, Community Development Block Grants (CDBG), etc. If you have additional questions regarding acceptable forms of match, please bring your questions to the mandatory proposer's conference.

An example of how the funding works:

- Proposer demonstrates they have a qualified E&T program with annual expenses totaling 100% of the program operating costs of$250,000
- Proposer provides cost allocation plan showing annual income from all funding sources that create the E&T program. All cost must total the program total of $250,000.

If proposer is awarded under this scenario, a proposer could receive a reimbursement up to $125,000, if the program costs are not associated with Federal funds.

C. PROPOSER ELIGIBILITY:

Proposers must meet the listed minimum proposal requirements to be eligible to apply for this program. An eligible proposer must:

1. A proposal from a collaborative of non-profits will be considered. Each non-profit in the partnership must complete and submit a collaborative response that meets all of the conditions and requirements of this RFP.
2. Demonstrate knowledge and understanding of the Workforce Innovation and Opportunity Act (WIOA). Create performance measures that align with SNAP E&T programs and WIOA federal requirements.
3. Demonstrate capacity and experience in implementing successful approaches to marketing and recruiting for the SNAP E&T programs to potential participants.
4. Determine performance measures that best demonstrate the effectiveness and targeted outcomes for your SNAP E&T program.
5. Demonstrate the capacity and experience in serving the target population of ABAWDs and Timed-out CalWORKs participants, and in delivering services similar in type to those they will be providing under this RFP.
6. Demonstrate sufficient capacity to perform all required administrative tasks, including tracking and reporting, billing, and collaborative functions.
7. Have at least two years prior experience providing SNAP to Skills related services to Sacramento County residents.
8. Have a fixed location (address) that is open, accessible and available to the public.
9. Have infrastructure already in place.
10. Have staff resources available to provide the level of service requested in this RFP by providing information on available staffing and functions to be used to meet the requirements of this RFP.
11. Provide services to the diverse population of Sacramento County to persons of all age groups, languages and cultures.
12. Demonstrate its ability to provide culturally competent and multilingual services in a variety of languages including English, Spanish, Russian, Chinese, Hmong, and Vietnamese to diverse households residing in Sacramento County.
13. Demonstrate that you have acceptable matching funds on hand per funding requirements of this RFP.

D. ADMINISTRATIVE AND FISCAL CAPACITY

It is critical to the on-going success of the program, for the successful proposer to have the appropriate levels of administrative and fiscal capacity. At the most basic, the successful proposer will need to demonstrate the capacity to manage an annual budget with the accompanying accounting and cash flow responsibilities. Failure to adequately manage the financial aspects of this grant could result not only in the failure of the program, but in the demise of an agency unprepared for the size and complexity involved.

Because of the need to accurately track multiple funding sources, proposers should be aware that the County will require that the successful agency(s) implement detailed accounting procedures with regards to employee timesheets, monthly invoices etc., all of which should not exceed the total operating expenses associated with their E&T program. Indirect costs should not exceed 15%. Direct costs are reimbursed using the actual percentage of participant hours, and should reflect reasonable cost for the operation of the program. An agency will need to demonstrate knowledge of data management including databases and report generation.

Proposers should have the capacity to track and invoice for staff time spent on the E&T program. If billing for staff, the proposer will keep timesheets that adequately document the actual time spent on E&T clients and E&T services. Refer to the SNAP E&T Toolkit Page 59 and the Code of Federal Regulations (2 CFR 200.430 and 200.431) for specific information on what is allowable and unallowable for salaries and benefits and how time records should be maintained. All documentation must be in compliance with all Federal funding source reporting and record keeping requirements, provided by FNS.

E. GOALS OF THE SNAP TO SKILLS PROGRAM

It is critical that the SNAP to Skills program for community agencies fulfill the project goals and objectives that are developed for the SNAP to Skills reimbursement program. For purposes of this program, all the services in this RFP operate as a support to achieving program goals to empower individuals to improve their employability. These goals are: 1) emphasis on skill development to find and retain employment 2) obtain credentials necessary for high-demand jobs in the local labor market 3) have the ability to earn family supporting wages 4) and to reduce the need for CalFresh.

Organizations interested in participating in this program must submit a proposal that demonstrates the organization's experience in the following:

- Activities or services that are job-driven elements and have a career pathway.
- Target individuals receiving CalFresh and are eligible to E&T services.
- Provides case management, supportive services, and soft skills training
- Provides work-based learning, including pre-apprenticeship programs and on-the-job learning.
- Employer focused programs
- Public-private partnerships.

The services provided must function to achieve and complement the aforementioned program goals. The philosophy of the successful proposer must mesh with the employment and training program goals of the current SNAP Employment and Training guidelines outlined by FNS.

F. TARGET POPULATION AND PARTICIPANT ELIGIBILITY

The Department of Human Assistance serves a low-income, multi-lingual, multi-cultural population. The proposals must show that services are provided to participant's currently residing and receiving CalFresh in Sacramento County. Participants involved in the Inter-County transfer process, moving from One County to another, are not eligible to participate in this program. Additionally, homeless participants must have become homeless in Sacramento County. The population served is CalFresh Abled-Bodied Adults Without Dependents (ABAWD) and Temporary Assistance for Needy Families (TANF)/ CalWORKs Timed-Out individuals.

G. TERM

The contract will commence upon contract execution and end September 20, 2018 with the option of two one-year extensions, depending on available funding. DHA reserves the right to initiate a new RFP at any time during this period if the Department determines it is necessary.

DHA may terminate any contract within thirty days without cause. DHA may terminate for cause immediately upon giving written notice if:

- Contractor materially fails to perform any of the covenants contained in the contract in the time and/or manner specified;
- Contractor fails to maintain the required match for this contract; or
- DHA is advised that funding is not available.

II. ADMINISTRATIVE RULES AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. All proposal narratives must be typed and submitted on **standard white paper, 8 1/2 inches by 11 inches in size, DOUBLE SPACED, one-sided, in print no smaller than 11 point font**.

2. All proposals must be clearly and consecutively numbered - page one being the very first page of the proposal and the last number is on the last piece of paper on the proposal.

3. Staple each copy of the proposal in the upper left corner. If proposal packet is too large to staple, secure packet by whatever means possible, but preferably using a method that can be

easily taken apart to allow it to be copied. Elaborate artwork and expensive paper and bindings, expensive visual or other presentations are neither necessary nor desired.

4. All proposals must be submitted in the order specified in Section IV of this RFP.

5. The proposal must be submitted in the legal entity name of the proposer or an authorized representative. If the proposal is submitted by a corporation, the proposal must be signed by a corporate officer or a representative authorized by the organization. If such authorization is other than a corporate document, a copy of such authorization must be submitted to the DHA with the proposal. **SIGNATURE FACSIMILE STAMPS WILL NOT BE ACCEPTED.**

6. An original with original signatures in **blue ink**, and copies as required (See Exhibit A, RFP Checklist) of the proposal must be enclosed in a sealed envelope or box bearing the name and address of the proposer clearly visible, and plainly marked: **"SEALED BID – SNAP TO SKILLS".** Proposals that are not sealed and properly labeled will not be accepted.

7. If any information contained in the response is considered confidential or proprietary by the proposer, it must be clearly labeled as such and presented in a sealed envelope within the proposer's sealed response package. In order to assert the confidentiality of any such information if a Public Records Act request is received, the proposer must request, execute and submit a County-prepared written agreement to defend and indemnify the County for any liability, costs and expenses incurred in asserting such confidentiality as part of the proposal. The agreement is available upon request and must be submitted with the proposal.

8. Proposals must be submitted either by mail or by personal delivery to:
   Contracts Manager
   Sacramento County Department of Human Assistance
   1825 Bell Street, Suite #200
   Sacramento, CA 95825

Proposals not received by 3:00 p.m., Friday, June 9, 2017, at the above address will be rejected.

Proposals submitted to any other office will not be accepted. It is the responsibility of the proposer to submit the proposal by the time and date to the address specified above.

Postmarks will not be accepted.

Fax submissions will not be accepted.

Email submissions will not be accepted.

DHA will reject any proposal not meeting this RFP requirement.

RULES GOVERNING RFP COMPETITION

1. **Proposer's Cost for Developing Proposal**
   Costs for developing and submitting proposals are the responsibility of the proposer and shall not be chargeable in any way to the County of Sacramento or DHA.

2. **Addenda and Supplement To RFP**
   If revisions or additional data to the RFP become necessary, DHA will provide addenda or supplements.

3. **Property of the County**
   All proposals submitted become the property of the County and will not be returned. As part of the review and selection process, the proposals may be reviewed and evaluated by County staff and representatives from other public agencies and/or individuals from the private sector.

4. **Confidentiality**
   All proposals shall remain confidential until the evaluation process is completed, proposed awards have been posted, and the Board of Supervisors has awarded the contract(s) for this service. Once the Board of Supervisors have awarded the contract(s) associated with this RFP, all information is subject to Public Information Requests.

5. **False or Misleading Statements**
   Proposals which contain false or misleading statements, or which provide reference which do not support an attribute or condition contended by the vendor, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal and the attribute, condition, or capability is a requirement of the RFP, the bid shall be rejected.

6. **Proposer Responsibility**
   The proposer is expected to be thoroughly familiar with all specifications and requirements of this RFP. Failure or omission to examine any relevant aspect of this RFP will not relieve you, as a proposer, from any obligation regarding this RFP. By submitting a response, the proposer is presumed to concur with all terms, conditions, and specifications of this RFP.

7. **Reference Check**
   Submittal of a response authorizes DHA to investigate without limitation the background and current performance of your agency.

8. **Right of the County**
   The County reserves the right to:
   a. Negotiate changes to proposals.
   b. Request additional written or oral information from proposers in order to obtain clarification of their responses.
   c. Reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by neither law nor a substantial variance with RFP conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
   d. Make awards of contracts for all the services offered in a proposal or for any portion thereof.
   e. Recommend and/or award an amount less than stated in the RFP, if an amount is stated, and negotiate a reduction or increase in service levels commensurate with funds availability.
   f. Enter into negotiations with the competitor who submitted the next highest-rated proposal, or issue a new RFP, if the competitor, who is selected through this RFP, fails to accept and meet the terms of the standard County contract.
   g. Cancel the RFP process.

9. **Rejection of Proposals**

a. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is deemed to be in the best interest of the County to do so.

b. Failure to furnish all information required in this RFP or to follow the proposal format requested shall disqualify the proposal. Any exceptions to the scope of work required by this RFP must be justified in the proposal.

10. **News Releases**

News releases pertaining to this RFP and its award will not be made without prior approval of the County.

B. SELECTION PROCESS AND AWARD CRITERIA

Evaluation of proposals and recommendation for contract(s) award(s) are conducted as follows:

1. The sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs. Any final analysis or weighted point score does not imply that one proposer is superior to another, but simply that in our judgment that the proposer that was selected appears to offer the best overall solution for our current and anticipated needs. This RFP will award a contract to the proposer(s) whose offer provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, life cycle cost, ability to deliver, or for any other reason deemed to be in the best interest of the County.

2. All proposals shall receive a technical review to determine whether they meet the content and format requirement specified in the RFP. Incomplete proposals will not be forwarded to the selection committee; they will be rejected prior to review. Rejected proposals will not be returned, but proposers will be notified in writing that the proposal was rejected in the initial screening process.

3. All proposals meeting the content and format requirements shall then be submitted to a selection committee, which shall evaluate the proposals based on specific award criteria. The selection committee members will independently rank each proposal, and the separate rankings will be accumulated for an overall ranking of all proposals.

4. Recommended awards will be made for one or more proposers who are responsive to the requirements of the RFP and have demonstrated knowledge and experience that meet the requirements described.

5. In the event that fewer than three proposals are submitted, the County has the right to make a selection from among the proposals that are submitted, to reissue the RFP in order to obtain sufficient responsible proposals, or to cancel the RFP and either negotiate a sole source contract or elect to provide the services within the department. If none of the proposals are deemed satisfactory, the County has the right to reissue the RFP in order to obtain sufficient responsible proposals, or to cancel the RFP and either negotiate a sole source contract or elect to provide the services within the department.

6. Proposers may be requested to give oral presentations to the selection committee before the final recommendations are made. The oral interview will consist of standard questions asked of each of the proposers and specific questions regarding the specific proposal.

7. The County reserves the right to negotiate independently with any of the proposed contracts or subcontractors, in order to create the strongest possible administrative and service package.

8. Attempts by Proposer to come onto the program site to view facilities, talk with residents or for any other purpose may result in disqualification of Proposer.

9. Attempts by Proposer to contact and/or influence members of the Selection committee may result in disqualification of Proposer.

C. NOTICE OF AWARD AND OPPORTUNITY TO PROTEST

1. A list of all proposed awards shall be posted at DHA for five (5) working days, beginning **Thursday, July 6, 2017 by 3:00 p.m.**. All proposers and any interested persons may review the notice online at www.dhasaccounty.net under the "Community Engagements" section of the home page.

2. Any respondent wishing to appeal the proposed award must submit a written letter of protest by **Thursday, July 13, 2017 by 3:00 p.m.** Submit this correspondence to:

   Director
   Department of Human Assistance
   1825 Bell Street, Suite #200
   Sacramento, CA 95825

3. **Protests shall be limited to the following grounds**:
   - Procedural irregularities (for example, one or more proposer treated differently than other proposers by allowing them to submit additional information after the deadline).
   - Conflict of interest (for example, a member of the selection committee is a member of the Board of any bidder organization).
   - County is proposing to award the contract to a proposer other than the proposer judged to be qualified by the evaluation.

   Note: Failing technical review is NOT grounds for protest.

4. The protest letter must contain a complete statement of the basis for the protest.

5. The protest letter must include the name, title, address, e-mail address and telephone number of the person representing the protesting party.

6. County shall investigate all written protests and a response shall be sent by the Director to the proposer.

7. **Awards are not final until approved by the Sacramento County Board of Supervisors.**

III. PROPOSAL NARRATIVE

A. PURPOSE – SCOPE OF WORK

The SNAP to Skills program is comprised of components intended to help participants find and retain employment; increase household income; reduce reliance on public assistance; and improve other measures of household well-being. The program focuses on expanding the core SNAP E&T program components thru job driven training and career pathways for the betterment of Sacramento County E&T participants. Proposers will need to provide program descriptions that meet the needs of the program components. Additionally, proposers must demonstrate the ability to perform these functions successfully through their current services provided.

The scope of program components and responsibilities are presented in this section under three main categories: Management and Administrative; Support Services; and, Vocational Education and Employment. Below are some of the more significant responsibilities under each category; the final list of responsibilities will be included in the contract with the selected agency.

1. MANAGEMENT AND ADMINISTRATION

Listed below are functions and responsibilities required in the management and administration of the SNAP to Skills program.

a. General

- Maintain compliance with all aspects of the SNAP funding requirements, including data tracking, assisting with the production of Annual Progress Reports and submitting annual renewal documents.
- Submit timely accurate invoices, sign in sheets, time study documents to DHA; ensure invoices accurately reflect use of various funding sources for designated purposes.
- Identify the total population served by program. Identify the total population served in the E&T program.

b. Staffing

- Employ and supervise qualified and culturally competent staff. Please describe planned staffing levels. Please include how staffing level determination will be coordinated.

c. Participant Eligibility

- The population served by the funding will be CalFresh customers or CalFresh eligibles who meet CalFresh eligibility requirements. Contracted agencies must be physically located in Sacramento and receiving aid in Sacramento County and will provide services to CalFresh participants.
- Please provide an explanation of any experience the proposer agency has in providing services to CalFresh recipients within Sacramento County.

2. PARTICIPANT REIMBURSEMENTS

The below table offers participant reimbursements for S2S program providers only. Note that this table is for reference but is in no means a complete list of what is and is not an eligible E&T cost. If you need additional information, please refer to the E&T Toolkit link in the program eligibility section. E&T Toolkit **at https://www.fns.usda.gov/sites/default/files/ET_Toolkit_2013.pdf**

APPENDIX B: ALLOWABLE E&T PARTICIPANT REIMBURSEMENTS

The following is a list of items and information on the allowability of 50/50 reimbursement. Items marked as "Almost Always" or "Sometimes" assume the item is required for successful participation in an E&T program's component. *All* E&T allowable costs must be reasonable and necessary. State agencies must provide, in their annual State E&T Plans, detailed information about which expenses they propose to reimburse beyond the traditional ones.

Item	Almost Always	Sometimes	Never	Notes
Automobile Insurance			X	
Automobile Ownership/Operator Taxes (tag, title, license)			X	
Automobile Purchase			X	
Automobile Repairs		X		Capped or limited to a reasonable amount.
Background Checks		X		Only if required for a job.
Books	X			Must be necessary to complete E&T training session/educational coursework.
Clothing for job interviews	X			
Clothing required for a job		X		As part of a job retention component (up to 90 days).
Course Registration Fees	X			
Dental Work		X		Minor work, such as a cleaning; Not major work such as oral surgery, bridge work, braces, dentures, etc.
Dependent care costs	X			
Drug/Alcohol Counseling or Therapy			X	Unnecessary due to exemption status.
Drug Tests		X		Only if required for a job.
Equipment		X		Must be necessary to complete E&T component or job retention component (up to 90 days).
Fingerprinting		X		Only if required for a job.
Gasoline	X			
Legal Services		X		
Licensing and bonding fees for work exp./placement	X			

Living Stipends			X	
Medical Services		X		Usually unnecessary due to exemption status, but allowable if required for a job (i.e. TB test).
Mental Health Treatment			X	Unnecessary due to exemption status.
Personal Computers			X	
Personal safety items	X			Must be necessary to complete E&T training session/educational coursework.
Relocation Expenses			X	
Student Activity Fees		X		Only if required to participate in class.
Student Loans			X	
Test Fees		X		Must be directly associated with an E&T component.
Tools		X		Must be necessary to complete E&T training session/educational coursework.
Training Materials	X			Must be necessary to complete E&T training session/educational coursework.
Transportation expenses (i.e. public transportation fare)	X			
Tuition/Fees		X		See March 2010 Guidance Memo
Uniforms	X			Must be necessary to complete E&T training session/educational coursework.
Union Dues		X		Must be necessary for job.
Vision Needs (Eye Glasses or Eye Exam)		X		

3. SUPPORT SERVICES

For purposes of this RFP, Case Management means utilization of trained professionals who employ industry accepted practices as they interact with program participants individually and in groups to assess, identify and provide skilled support and expertise that build the individual's strengths and allow the participants to resolve or improve individual and/or family issues which may impede social and economic self-sufficiency. Supportive services include providing case management services during regular business hours as well as evenings and weekends in order to meet the needs of participants who are in job training or working during regular business hours. Provide case management services on-call 24 hours a day to respond to participant emergencies. This includes providing multi-cultural, multilingual services.

Support services may include conducting a variety of workshops and groups that provide content in support of common needs/goals among participants. Examples of the needs to be addressed on an individual and/or group basis include, but are not limited to: financial, housing, legal, parenting, healthy relationships, domestic violence, learning disabilities, and physical and mental health challenges. Other needs include education and support of recovery from addiction to alcohol and other drugs.

Make appropriate referrals to professionals and programs that contribute to the participant's goals.

4. VOCATIONAL EDUCATION AND EMPLOYMENT

The successful proposer will be able to demonstrate the essential program components; job driven training and career pathways and have the ability to maintain and/or provide one or more of the following:

- Programmatic focus on assisting participants to attain job skills and secure/retain employment;
- Job search assistance and job search training;
- Programs designed to improve the employability of individuals through actual work experience, training, or both;
- Programs designed to increase an individual's self-sufficiency through self-employment;
- Education that improves basic skills or employability and has a direct link to employment;
- Vocational training; and
- Job retention for 90 days following employment.

B. PROPOSAL, EXPERIENCE AND KNOWLEDGE

Proposers must have the knowledge, training and experience in all pertinent areas required to provide the services proposed, including experience in similar collaborative projects and experience in previous contracting with a government agency.

C. PROPOSER'S ORGANIZATIONAL STRUCTURE

As noted, the proposer will need to coordinate services on every level. Proposer must have an organization structure that will support this coordination; including administrative and service level staffing (provide job descriptions). Proposer will also need to clearly identify which staffs are assigned to the S2S E&T programs and the duties they will be performing. Proposers will need to identify the total population served by program, including hours total hours required to participate by program.

D. REPORTING REQUIREMENTS

The proposer will be required to complete monthly reporting documents to capture required DHA and CDSS information. Information required by State and Federal governments changes rapidly, thus requiring changes in reporting during the contract period. The proposer must have in place a comprehensive management information system and system unit to comply with the changing fiscal and performance reports required. 1The proposer must also have a time study code to identify the time spent working within the E&T program. Invoices will be required to be submitted with the monthly claim form.

DHA may request additional reports at any time during the course of the contract.

E. INFORMATION SYSTEM COMMUNICATION NEEDED BY CONTRACTOR

Both DHA and proposer will be exchanging information. Proposals must include access to data to allow for sharing of case information while protecting participant confidentiality.

IV. PROPOSAL CONTENT REQUIREMENTS AND PROPOSER QUALIFICATION REQUIREMENTS

Proposers may include a single entity, which is applying to provide a complete program that includes all elements, or a collaborative, which is a group of agencies partnering to provide a complete program. If you are a single entity proposer, you must complete and submit all of the requirements listed on the following pages. If you are applying as a collaborative, there are some requirements on the following pages that each agency will need to complete individually, and some requirements that each agency will need to submit collaboratively.

Many of the requirements on the following pages have page limitations; on requirements with page limitations we have made an allowance for collaborative. Page limitations are very important. Any agency that exceeds the page limitations may fail the technical review and may not be forwarded for scoring and ranking consideration.

There is a total of 100 points possible on the proposal. Any successful proposal must score a minimum of 75 points to be considered for funding. Some requirements do not have any points awarded for completion and submission. Again, failure to provide all requirements may result in failing the technical review process and may mean that the proposal will not be forwarded for scoring and ranking consideration. The following chart shows the items that will be required, how many points are possible for each item, and provides detail on collaborative proposer requirements. Specifics to these categories are listed after the chart.

1 Please refer to the E&T toolkit for additional information on time study and reporting.

Section	Points	Comments
A. RFP Checklist	0	Submit with completed proposal
B. RFP Cover Letter and Proposer Statements	5	If applying as a collaborative, each partner agency must submit a complete packet for their agency
C. Table of Contents	0	Submit with completed proposal
D. Program Narrative	50*	Collaboratives submit 1 Table of Contents
E. Performance Measurement	10*	Collaboratives submit only one that includes information of each agency's role and responsibilities
F. Population/Geographic Target Area	10*	Collaboratives submit only one that includes information of each agency's role and responsibilities
G. Qualification, Experience and Knowledge	10*	Collaboratives submit only one that includes information of each agency's role and responsibilities
H. Organizational Structure	10*	Collaboratives submit only one that includes information of each agency's role and responsibilities
I. Budget	15	Collaboratives submit only one that includes information of each agency's role and responsibilities
J. Insurance requirements	0	If applying as a collaborative, each partner agency must submit this for their agency
K. Child Support	0	If applying as a collaborative, each partner agency must submit this for their agency
L. Non-Discrimination	0	If applying as a collaborative, each partner agency must submit this for their agency
M. Debarment	0	If applying as a collaborative, each partner agency must submit this for their agency
N. Non-Profit Status	0	If applying as a collaborative, each partner agency must submit this for their agency
O. Proof of Signature Authority	0	If applying as a collaborative, each partner agency must submit this for their agency
P. Cost Allocation Plan	30	Cost allocation plans that do not show submitting agency has the match, will result in the failure of technical review .
Q. Financial Statements	0	If applying as a collaborative, each partner agency must submit this for their agency

* = These 10 point scores are part of the 50 points under program narrative.

Proposers must prepare a proposal which includes the items specified below <u>in the order specified below</u>.

A. <u>RFP CHECKLIST (Exhibit A)</u>

B. <u>COVER LETTER AND PROPOSER'S STATEMENTS (Exhibit B) (this section is worth 5 points)</u>

The RFP Cover Letter and Proposer's Statements is included in this packet as Exhibit B. It must be fully completed and submitted with the proposal.

A signed statement of intent to meet the requirements specified in this RFP and to abide by the administrative rules of this RFP must be submitted. Any exception must be stated. By signing Exhibit B, proposer specifies intent to meet and abide by RFP requirements and rules.

C. <u>TABLE OF CONTENTS</u>

D. <u>PROGRAM NARRATIVE (this section is worth a total of 50 points)</u>

A single entity proposer is allowed a total of four pages. A collaborative proposal is allowed two additional pages for each partner in the collaborative. No collaborative proposal can exceed a total of six pages no matter how many partners are in the collaborative. Any proposal that exceeds the

maximum pages allowed will not pass technical review and will not be forwarded for evaluation.
The narrative must enable a selection committee to make an evaluation to determine whether the proposal meets SNAP to Skills program requirements. The proposal narrative should be specific, complete and clearly and fully demonstrate that the proposer has an understanding of the program requirements and the knowledge and skills to meet those requirements. Do not use a different page for each section. The points shown in parenthesis after the heading are the total points available for each part. The sum of the total points possible for each part equals the total possible for the Program Experience (40 points).

Items addressed in this section include the Scope of Services, the experience the agency has in serving the targeted population, an understanding of the CalFresh Employment and Training program, service provision, and staffing levels.

E. PERFORMANCE MEASUREMENTS/REPORTING (this section is worth 10 points)

A single entity proposer is allowed a total of two pages for narrative answers. A collaborative proposal is allowed one additional page for narrative answers for each partner in the collaborative. No collaborative proposal can exceed a total of three pages no matter how many partners are in the collaborative. Any proposal that exceeds the maximum pages allowed may not pass technical review and may not be forwarded to be scored and ranked.

Items addressed in this section will describe the level of understanding and meeting the HMIS data requirements, plan for meeting the Performance Measurements, experience in contracting with a government agency and meeting reporting requirements.

F. POPULATION/GEOGRAPHIC TARGET AREA (this section is worth 10 points)

A single entity proposer is allowed a total of two pages. A collaborative proposal is allowed one additional page for each partner in the collaborative. No collaborative proposal can exceed a total of three pages no matter how many partners are in the collaborative. Any proposal that exceeds the maximum pages allowed may not pass technical review and may not be forwarded to be scored and ranked.

Items addressed in this section will identify the geographic area served, an understanding of the eligibility aspects of the targeted population, and meeting the needs of multi-cultural, multilingual participants.

Please add and complete the following table in this section of your narrative. Not doing so will result in your proposal being disqualified upon technical review.

ABAWD/TANF Timed-Out Participant Count

	# of E&T Participants in Entire Program	# of ABAWD's	# of TANF Timed-Out
FY 2016			
Current (2017)			
Projected (2018)			

G. QUALIFICATION, EXPERIENCE AND KNOWLEDGE (this section is worth 10 points)

A single entity proposer is allowed a total of two pages. A collaborative proposal is allowed one additional page for each partner in the collaborative. No collaborative proposal can exceed a total of three pages no matter how many partners are in the collaborative. Any proposal that exceeds the maximum pages allowed may not pass technical review and may not be forwarded to be scored and ranked.

Items addressed in this section will be the agency's comprehensive knowledge, experience in service provision, and previous experience in contracting with a government agency.

H. ORGANIZATIONAL STRUCTURE (this section is worth 10 points)

A single entity proposer is allowed a total of two pages. A collaborative proposal is allowed one additional page for each partner in the collaborative. No collaborative proposal can exceed a total of three pages no matter how many partners are in the collaborative. Any proposal that exceeds the maximum pages allowed may not pass technical review and may not be forwarded to be scored and ranked.

Items addressed in this section are to be a description of the organizational structure that will meet the needs described in the RFP; including staffing needs (include job descriptions).

I. BUDGET NARRATIVE/BUDGET (Exhibit C) (this section is worth 15 points)

The proposer is to provide a budget narrative outlining how the administrative and collaborative functions are to be funded. The proposer will demonstrate in its response that it has the infrastructure to be able to respond to personnel and cash flow issues timely and effectively. Describe how the size and scope of this proposal compares with current grants and programs administered; specify how your agency will fund administrative activities not funded by the grants in this RFP. How will your agency make the required unfunded match? Describe or demonstrate your agency's fiscal ability to meet on-going financial obligations in the following areas:

- Proposer must not exceed 15% in Administrative/ Indirect costs for the total program;
- Proposer must not exceed the maximum of cost per month per participant of $1,700; and
- Proposer must not default on services to participants, while awaiting reimbursement from the County.

Use Exhibit C from this packet to provide information on your proposed costs. Include descriptions of each position listed on the budget forms.

J. INSURANCE REQUIREMENTS (Exhibit D)

The successful proposer(s) shall be required to obtain and maintain insurance according to County requirements, described in Exhibit D of this packet. Proposer must sign the Proposer's Statement Regarding Insurance Coverage located on the last page of Exhibit D. If a proposer currently does not have insurance in the amounts specified in Exhibit D, do not obtain increased coverage before a contract is offered by the County.

After proposals are evaluated and a contractor(s) is selected, the proposed contractor(s) must provide an original current certificate of insurance within five working days of the notification of selection and offer of a contract. The certificate of insurance must provide proof of coverage in compliance with standard County insurance requirements, as specified in Exhibit D of this RFP packet. Failure to conform to insurance requirements within this time period shall constitute grounds for termination of contract negotiations.

K. CHILD SUPPORT ORDINANCE (Exhibit E)

Proposers are required to read the "County of Sacramento Contractor Certification of Compliance Form for those with Court-Ordered Child, Family and Spousal Support" and complete the "Contractor Identification Form".

L. NONDISCRIMINATION CLAUSE/STATEMENT OF COMPLIANCE (Exhibit F)

Proposers must read the Statement of Compliance and Nondiscrimination Clause, and sign the form. The Statement of Compliance form must accompany each proposal to comply with Government Code Section 12990 and California Administrative Code, Title II, Division 4, and Chapter 5.

M. DEBARMENT AND SUSPENSION CERTIFICATION (Exhibit G)

Proposers must read and sign the Debarment and Suspension Certification. This certification must accompany each proposal to comply with Code of Federal Regulations, 45 CFR, and Part 76.100.

N. LOBBYING CERTIFICATE AND ACTIVITIES (Exhibit H)

Proposers must read and sign the Lobbying Certification. This certification must accompany each proposal to comply with Code of Federal Regulations Title 31, Section 1352.

O. FIVE OR MORE EMPLOYEES STATEMENT (Exhibit I)

Proposers must read and sign the Five or More Employees Statement.

P. NONPROFIT STATUS AND ARTICLES OF INCORPORATION

Nonprofit organizations must provide documentation of tax-exempt status from the Internal Revenue Service and the Franchise Tax Board.

A copy of the organization's Articles of Incorporation and an authorization from the governing board allowing submission of the proposal must be included. If an organization is in the process of being incorporated by the California Secretary of State's Office, a proposal may be submitted contingent upon providing proof of the incorporation process, when completed. If organization is not incorporated, a letter must be included stating same.

Corporations must complete this process prior to the execution of a contract.

Q. PROOF OF SIGNATURE AUTHORITY

Proposer must provide documentation that the person who signs this proposal is authorized to negotiate on behalf of this corporation and that the signatures recorded are the true and correct signatures of the designated individuals. Proposer must also provide the names and signatures of all parties authorized to sign agreements (contracts), requests for payments and reports. Samples of acceptable proof are a Resolution by the Board of Directors or a letter of Delegated Authority stating those with signature authority which includes the printed name and signature.

R. COST ALLOCATION PLAN (This section is worth 30 points)

A cost allocation plan must be submitted with this proposal. The purpose of the cost allocation is to show that bidding organization has the match to qualify for the award of these monies. Not submitting a cost allocation plan or submitting a cost allocation plan that does not show organization has a match will result in a failure of technical review and the proposal will not be forwarded for evaluation.

S. FINANCIAL STATEMENT AND ACCOUNTING SYSTEM

Submit your most recent audited financial report, completed by an independent certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the contract. Evidence of solvency and acceptable accounting practices is required. If you are submitting a collaborative proposal, all parties in the collaborative must submit their 2007 and 2008 independent audits.

Proposers' audited financial statements must be satisfactory, as deemed solely by County, to be considered for contract award.

If an audited financial statement is not available please submit:

A Federal Income Tax Return (Form 990), or
An internally prepared financial statement

T. ADDITIONAL INFORMATION

Any additional information that you provide, that has not been explicitly required in the RFP will be rejected and will not be used in the review, scoring or ranking of your proposal. It is the proposer's responsibility to ensure that all pertinent information is contained in the response areas listed above.

V. EXHIBITS

- **A.** RFP Checklist
- **B.** RFP Cover Letter/Proposer's Statements and Intent to Meet RFP Requirements
- **C.** Budget Forms and Instructions
- **D.** Insurance Requirements
- **E.** Child Support Ordinance/Certificate of Compliance/Contractor Identification Form
- **F.** Nondiscrimination Clause/Statement of Compliance
- **G.** Debarment and Suspension Certification
- **H.** Lobbying Certificate and Activities
- **I.** Five or More Employees Statement

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (CALFRESH)-
SNAP TO SKILLS EMPLOYMENT AND TRAINING PROGRAM
RFP#2018-007

Exhibit A - RFP CHECKLIST

The following list identifies all items that must be submitted in your proposal package. Space for check marks is provided in the left margin for your convenience.

Your proposal documents MUST be submitted in the order listed on this Checklist (Exhibit A).

Signatures must be in **blue** ink. Your proposal packet must include one (1) original proposal with original signatures and all documents listed below, plus five copies.

Proposer/Organization Name:_____

_____ 1. **RFP Checklist**

_____ 2. **RFP Cover Letter/Intent to Meet RFP Requirements/Proposer's Statements** (Exhibit B) Must sign the certification on page 5.

_____ 3. **Table of Contents**

_____ 4. **Proposal Response** The includes proposer's narrative on program experience, performance measures, population/geographic target area, proposal, experience and knowledge of proposal intent, organizational structure and budget narrative as outlined in previous section.

_____ 5. **Budget** (Exhibit C in this packet) Include a job description for each position listed on the budget forms.

_____ 6. **Insurance Requirements Proposers** must sign the Proposer's Statement Regarding Insurance Coverage (Exhibit D - "Insurance Requirements" in this packet)

_____ 7. **Child Support Ordinance** Proposers must read the Child Support Ordinance, sign the Contractor Certification of Compliance form, and complete and sign the Contractor Identification Form (Exhibit E in this packet).

_____ 8. **Nondiscrimination Clause/Statement of Compliance** Proposers must read the Nondiscrimination Clause and complete and sign the Nondiscrimination Statement of Compliance. (Exhibit F in this packet)

_____9. **Debarment and Suspension Certification** Proposers must read and sign the Debarment and Suspension Certification (Exhibit G in this packet).

_____10. **Lobbying Certificate and Activities** Proposers must read and sign the Lobbying Certificate and Activities forms (Exhibit H in this packet)

_____ 11. **Five or More Employees Statement** Proposers must read and sign the Five or More Employees Statement (Exhibit I in this packet)

_____ 12. **Nonprofit Organization Status and Articles of Incorporation** Proposers must submit:

- Evidence of their tax exemption status as defined by the Internal Revenue Service and the Franchise

Tax Board, and

- All corporations must show evidence of incorporation by the California Secretary of State. If not incorporated, a letter stating same must be provided.

_____ 13. **Proof of Signature Authority** Provide proof that the person who signs this proposal is authorized to negotiate on behalf of this corporation.

_____ 14. **Cost Allocation Plan** Provide a cost allocation plan that demonstrates organization submitting has the match to qualify for this proposal. Federal funds CANNOT be used to as part of the match.

_____ 15. **Financial Statement** (Government agencies are exempt) All proposers must submit their most recent audits/financial statements by an independent, certified public accountant. Agency must show evidence of solvency and adequacy of accounting practices. If an audited financial statement is not available please submit:

- A Federal Income Tax Return (Form 990), or
- An internally prepared financial statement

_____ _____

Signature of Proposer's Authorized Representative Date

_____

Printed Name of Proposer's Authorized Representative

SNAP TO SKILLS
EMPLOYMENT AND TRAINING PROGRAM
RFP NO. DHA 2018-007
EXHIBIT B

RFP COVER LETTER AND PROPOSER'S STATEMENTS

INTENT TO MEET RFP REQUIREMENTS

TO: COUNTY OF SACRAMENTO
DEPARTMENT OF HUMAN ASSISTANCE
1825 Bell Street, Suite #200
Sacramento, CA 95825
Attention: Contracts Manager

SUBJECT: SNAP TO SKILLS, EMPLOYMENT AND TRAINING

TYPE OF BUSINESS/AGENCY: (CHECK ONE)

☐ Public ☐ Corporation ☐ Private Nonprofit ☐ Private for Profit ☐ Individual Owner ☐ Partnership

_____
Name of Proposer (Legal Entity)

_____
Name, Parent Corporation (if applicable)

_____
Address of Proposer (Street, City, Zip Code)

_____
Proposer's Federal Tax Identification Number

_____
Contact Person (Please Print) (NAME, TITLE, PHONE NUMBER)

_____
Fax Number of Proposer

_____
E-Mail Address of Proposer

Name and title of person(s) authorized to sign for agency, Phone Number, Fax Number and E-Mail address

_____

_____

SNAP TO SKILLS
EMPLOYMENT AND TRAINING PROGRAM
RFP NO. DHA 2018-007

PROPOSER'S STATEMENTS

1. Number of years prospective contractor has been in business under present business name, as well as prior or related business names:_____

2. Number of years prospective contractor has been licensed: _____

3. Number of years of experience prospective contractor has had in providing required, equivalent, or related services:_____

4. List employment related contracts completed in last five years. If there are too many to list below, add an attachment.

Year	**Contracting Agency**	**Type of Service**	**Location**	**Amount**

5. List contracts, or other commitments (e.g. consulting arrangements), currently in force. If there are too many to list below, add an attachment.

Year	**Contracting Agency**	**Type of Service**	**Location**	**Amount**

6. Provide details of any failure or refusal to complete a contract.

_____

_____

_____

7. If not a governmental agency, complete the following:

   a. Does the agency hold a controlling interest in any other organization?

   ☐Yes ☐No

   If yes, list organizations.

   _____

   _____

   b. Is the agency owned or controlled by any other person or organization?

   ☐Yes ☐No

   If yes, list person(s) or organization(s).

   _____

   _____

   _____

   c. Financial interest in any other business:_____

   d. Name of persons with whom the prospective contractor has been associated in business as partners or business associates in the last five years:

Name of Business Associate	Name of Business

8. Briefly describe the agency's experience in the service to be provided as well as the experience of principal individuals who would be involved in this project.

   _____

   _____

   _____

   _____

9. Briefly describe any litigation involving the agency, or principal officers thereof, in connection with any contract.

_____
_____
_____
_____
_____

10. Is all major equipment necessary to complete this project currently on hand?

☐ Yes ☐ No

If no, list all major equipment that needs to be purchased.

_____
_____
_____
_____

11. List any commitments or potential commitments, which may impact assets, lines of credit, or guarantor letters, or otherwise affect the proposers' ability to perform the contract services.

_____
_____
_____

12. Attach copies of all professional licenses or certificates required by the nature of the contract work to be performed, if applicable

.

13. Attach a resolution from your agency's Board of Directors authorizing the agency to submit this proposal.

SNAP TO SKILLS
EMPLOYMENT AND TRAINING PROGRAM
RFP NO. DHA 2018-007

Certification

I certify that all statements in this Exhibit B, Proposer's Statements, are true. This certification constitutes a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result hereof to be void. I agree to provide the County with any other information the County determines is necessary for the accurate determination of the agency's qualification to provide services.

I certify that the _____ (agency's name) will comply with all requirements specified in the RFP which are applicable to the services we wish to provide. I agree to the right of

the County, State, and Federal government to audit _____(agency's name) financial and other records.

_____
Print Name of Proposer or Authorized Agent

_____
Signature of Proposer or Authorized Agent

_____
Date

SIGNATURES MUST BE IN BLUE INK

Proposal responses must include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the proposer.

SNAP TO SKILLS
EMPLOYMENT AND TRAINING PROGRAM
RFP NO. DHA 2018-007

EXHIBIT C

PROGRAM BUDGET

INSTRUCTIONS

The Program Budget consists of four forms:
- Administration and Overhead Salaries and Benefits on page 2,
- Administration and Overhead Other Expenses on page 3,
- Supportive Services Salaries and Benefits on page 4, and
- Supportive Services Other Expenses on page 5,

and a total sheet on page 6. Total page 2 and transfer it to page 3. Total page 4 and transfer it to page 5. Transfer the subtotals from pages 3 and 5 to page 6. This is the total amount you are requesting.

Complete one Program Budget for this RFP. **The budget must be prepared on a cash accounting basis**.

PERSONNEL COST FORMS (Salaries and Benefits cannot exceed 15% of the total costs of the E&T program)
To complete the Personnel Costs form:
- **Column (a)**, Annual Salary, is the Annual Salary cost for each position at full time or one Full Time Equivalent (FTE).
- **Columns (b)** through **Column (d)** are the annual benefits.
- **Column (e)**, Salary & Benefits is the total of the annual costs for **Columns (a)** through **Column (d)**.
- **Column (f)** is the FTE (percentage of time) to be worked on this contract.
- The total of **Column (e)**, Salary & Benefits, times **Column (f)**, FTE for this contract, equals **Column (g)** the Total Cost Requested for this contract.
- Add all columns and place totals at bottom. The total in Box 1 goes into the Salaries and Benefits box on the next page. It becomes the first item of your total expenses for this category

EXPENSE FORMS
To complete the Expense form:
- List the Program Cost for each item in **Column (a).**
- Under the category of "Other" list the commodity and/or service.Add all of the columns and place total at bottom. Place that figure in the appropriate box on the Budget Summary on page 8.

Page 6 is the Budget Summary form. **Identify the total amount requested for this RFP on this form**.

The budget must be submitted on the forms included in this exhibit**. No other formats will be accepted**.

SNAP TO SKILLS EMPLOYMENT AND TRAINING PROGRAM
RFP NO. DHA 2018-007
PROGRAM BUDGET
ADMINISTRATION AND OVERHEAD

PERSONNEL COSTS SALARY AND BENEFITS EXPENSE							
Position[1]	**(a) Annual Salary**	**(b) Employers' FICA**	**(c) Retirement**	**(d) Insurance**	**(e) Salary & Benefits**	**(f) FTE For This Contract**	**(g)TOTAL COST REQUESTED**
(1) TOTAL SALARY AND BENEFITS COSTS		$	$	$	$		**(1)** $

1. Attach a corresponding job description for each position listed.

SNAP TO SKILLS EMPLOYMENT AND TRAINING PROGRAM
RFP NO. DHA 2018-007
ADMINISTRATION AND OVERHEAD EXPENSES

ADMINISTRATIVE AND OVERHEAD EXPENSE DESCRIPTION	**(a) TOTAL PROGRAM COST**	**COMMENTS**
Salaries and benefits		(from Box 1 on page 2 of Exhibit C)
Other (List:)		
Other (List:)		
Other (List:)		
TOTAL ADMINISTRATION AND OVERHEAD EXPENSES		**(1) Place this figure in Box (1) on Budget Summary (page 6)**

SNAP TO SKILLS EMPLOYMENT AND TRAINING PROGRAM
RFP NO. DHA 2018-007
PROGRAM BUDGET
SUPPORTIVE SERVICES

PERSONNEL COSTS SALARY AND BENEFITS EXPENSE							
Position[1]	**(a) Annual Salary**	**(b) Employers' FICA**	**(c) Retirement**	**(d) Insurance**	**(e) Salary & Benefits**	**(f) FTE This Contract**	**(g)TOTAL COST REQUESTED**
(1) TOTAL SALARY, BENEFITS AND COSTS		$	$	$	$		**(1)** $

1**.** Attach a corresponding job description for each position listed.

SNAP TO SKILLS EMPLOYMENT AND TRAINING PROGRAM
RFP NO. DHA 2018-007
SUPPORTIVE SERVICES EXPENSES

SUPPORTIVE SERVICES EXPENSE DESCRIPTION	(A) TOTAL PROGRAM COST	COMMENTS
Salaries and Benefits		(from Box 1 page 4 of Exhibit C)
Case Management		
Life Skills		
Education and Instruction		
Transitional Housing Services		
Other (List:)		
Other(List:)		
Other (List:)		
TOTAL SUPPORTIVE SERVICES EXPENSES		**(2) Place this figure in Box (2) on Budget Summary (page 6)**

SNAP TO SKILLS EMPLOYMENT AND TRAINING PROGRAM
RFP NO. DHA 2018-007

BUDGET SUMMARY FORM

PROPOSED CATEGORIES	TOTAL
Administration and Overhead Box 1 on page 3	
Supportive Services Box 2 on page 5	
TOTALS	

The Box 1 figure comes from the total box on Page 3 of Exhibit C
The Box 2 figure comes from the total box on page 5 of Exhibit C

SNAP TO SKILLS EMPLOYMENT AND TRAINING PROGRAM
RFP NO. DHA 2018-007

EXHIBIT D

INSURANCE REQUIREMENTS

A sample of the insurance exhibit included in the standard Sacramento County agreement follows this page.

The types of insurance and minimum limits required for any agreement resulting from this RFP are specified in this sample insurance exhibit. A contract negotiated following this RFP will include the attached insurance exhibit.

If you're current insurance coverage does not conform to the requirements of the attached insurance exhibit, **do not obtain additional insurance until a contract is offered.**

You must complete and sign the Proposer's Statement Regarding Insurance Coverage, on the last page of this Exhibit. If the Proposers Statement Regarding Insurance Coverage is not included in your package, your proposal will not be considered by the department.

If your proposal is chosen for contract award, and your current insurance does not meet the requirements specified in the attached insurance exhibit, you must provide proof of the required insurance coverage within five working days of the date a formal contract offer is made by the County.

Contact Eric Moscrop, Contract Manager, (916) 875-3558, for any further information you may require regarding insurance coverage.

EXHIBIT D

COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, his agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of COUNTY'S Risk Management Office, the insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, CONTRACTOR'S insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without exclusions or limitations unless approved by the County Risk Manager.

2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
   A. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
   B. Personal Lines automobile insurance shall apply if vehicles are individually owned.

3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.

5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

6. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT,

INFORMATION SECURITY and PRIVACY INJURY LIABILITY. Coverage shall include but is not limited to:

a. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.
b. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
c. Administrative expenses for forensic expenses and legal services.
d. Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
e. Identity event service expenses for identify theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	$2,000,000
Products Comp/Op Aggregate:	$2,000,000
Personal & Adv. Injury:	$1,000,000
Each Occurrence:	$1,000,000
Fire Damage:	$ 100,000
Sexual Molestation and Abuse	$250,000/$1,000,000 (per person or occurrence/annual aggregate)

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2. Automobile Liability:
   A. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, $1,000,000 Combined Single Limit.
   B. Personal Lines Automobile Liability for Individually owned vehicles, $250,000 per person, $500,000 each accident, $100,000 property damage.

3. Workers' Compensation: Statutory

4. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

5. Professional Liability or Errors and Omissions Liability: $1,000,000 per claim and aggregate. Including Sexual Molestation or Abuse (unless coverage provided by Commercial General Liability Policy). Sexual Molestation or Abuse may be included under Professional Liability with a sublimit not less than $250,000 per person or occurrence and $1,000,000 annual aggregate.

6. Cyber Liability including Identify Theft, Information Security and Privacy Injury Liability: $1,000,000 per claim or incident and $1,000,000 aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that applies to any insurance required by this Agreement must be declared and approved by COUNTY.

CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.

2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. ALL POLICIES:

   A. Acceptability Of Insurers:
   Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII.** The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interest of the COUNTY and the general public are adequately protected.

   B. Maintenance Of Insurance Coverage:
   The CONTRACTOR shall maintain all insurance coverages in place at all times and provide the COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall state that coverage shall not be canceled except after thirty (30) days' written notice for cancellation or non-renewal has been given to the COUNTY. For non-payment of premium 10 days prior written notice of cancellation, certified mail, return receipt requested is required.

COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY:

1. Additional Insured Status
   The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.

2. Civil Code Provision:
   Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

3. Primary Insurance:
For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

4. Severability Of Interest:
The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Subcontractors:
CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

PROFESSIONAL LIABILITY:

Professional Liability Provision:
Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

WORKERS' COMPENSATION:

Workers' Compensation Waiver Of Subrogation:
The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with work performed under this Agreement by the CONTRACTOR.

NOTIFICATION OF CLAIM:

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonable affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT D

PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE

PROPOSER HEREBY CERTIFIES that Proposer has reviewed and understands the insurance coverage requirements specified in Exhibit C of this proposal. Should Proposer be awarded a contract, Proposer further certifies that Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the County of Sacramento as Additional Insured.

_____

Name of Proposer (Legal Entity)

_____

Signature of Proposer's Authorized Representative

_____

Name & Title of Authorized Representative

_____

Date of Signing

EXHIBIT E

CHILD SUPPORT ORDINANCE

Contract Language:

CHILD SUPPORT COMPLIANCE CERTIFICATION:

A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

B. CONTRACTOR'S failure to cure such default within 90 days of notice by COUNTY shall be ground for termination of this Agreement.

C. If CONTRACTOR has a Principal Owner, Contractor shall provide Principal Owner information to the COUNTY upon request. If CONTRACTOR has a Principal Owner, Contractor shall provide Principal Owner information to the COUNTY upon request. Principal Owner is defined for purposes of this agreement as a person who owns an interest of 25% or more in the CONTRACTOR. Information required may include the Principal Owner's name, address and social security number. Failure to provide requested information about a Principal Owner within 60 days of request shall be deemed a material breach of this contract and maybe grounds for termination. Information required may include the Principal Owner's name, address, and social security number. Failure to provide requested information about a Principal Owner within 60 days of request shall be deemed a material breach of this contract and may be grounds for termination.

COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM
FOR THOSE WITH COURT-ORDERED
CHILD, FAMILY AND SPOUSAL SUPPORT

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business, or proposes to do business, demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business or desire to do business with:

1) CONTRACTOR hereby certifies that either: (choose one of four)

(a) The CONTRACTOR is a government or non-profit entity (exempt), ☐ Yes ☐ No

(b) The CONTRACTOR has no Principal Owners (25% or more) (exempt), ☐ Yes ☐ No

(c) Each Principal Owner (25% or more), does not have any existing child support orders, ☐ Yes ☐ No

(d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. ☐ No ☐ Yes

2) CONTRACTOR shall certify that each of the following statements is true:

a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and

b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P. O. Box 269112, Sacramento, 95826-9112, or by E-mailing dcssbiddercompliance@saccounty.net.

_____ _____
CONTRACTOR **DATE**

_____
Printed Name

CONTRACTOR IDENTIFICATION FORM

☐ **Contractor is exempt.**

If not exempt, CONTRACTOR TO COMPLETE:

Company Name _____

Company Address _____

_____

Taxpayer ID _____ Company Telephone Number _____

1. Do you or anyone else own 25% or more of this Contractor/ Company? (Sole Proprietors answer yes) Yes ☐ No ☐

2. If so, is dependent health insurance available to/or through Contractor/Company? Yes ☐ No ☐

If YES to question #1, please complete the following as to each of these individuals:

Principal Owner Name _____

Social Security # _____ Residence Telephone # _____

Residence Address _____

_____

Principal Owner Name _____

Social Security # _____ Residence Telephone # _____

Residence Address _____

_____

Principal Owner Name _____

Social Security # _____ Residence Telephone # _____

Residence Address _____

_____

Principal Owner Name _____

Social Security # _____ Residence Telephone # _____

Residence Address _____

_____

Completed by: _____ **Date:** _____

DEPARTMENT TO COMPLETE: (Note: This form does not need to be sent to DCSS if exempt but the County Contract Officer may want to keep for their records)

Contract/PO #	Amount Paid/Payable $	Term

Department Submitting Information: _____

Department Contact Person: _____

Telephone Number: _____ E-mail Address: _____

EXHIBIT F

NONDISCRIMINATION CLAUSE

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability. CONTRACTOR shall take affirmative action to provide that applicants are employed and that employees are treated during employment without regard to their race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CONTRACTOR setting forth the provisions of this Equal Opportunity Clause.

B. CONTRACTOR agrees and assures COUNTY that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended, California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15 and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of distinctions based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability be excluded from participation in or be denied the benefits of , or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement. For the purposes of this Agreement, discrimination based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of service on the basis of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability of the participants to be served. For the purposes of this Agreement, facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504. COUNTY and CONTRACTOR will take affirmative action to insure that intended beneficiaries are provided services without regard to race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability

This assurance is given in consideration and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the CDSS Manual of Policies and Procedures (MPP) Chapter 21 will be prohibited.

By making this assurance, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, COUNTY shall have the right to invoke all remedies available at law or equity, and specifically including fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

C. CONTRACTOR shall provide an atmosphere free of sexual harassment for its participants, volunteers, and employees.

D. CONTRACTOR shall in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.

E. CONTRACTOR shall send, to each labor union or representative of workers with which it has a collective bargaining agreement, a notice to be provided by CONTRACTOR, advising the labor union or worker's representative of CONTRACTOR'S commitment under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

NONDISCRIMINATION STATEMENT OF COMPLIANCE

_____, hereinafter referred to as
(Agency name)

"prospective contractor" hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5 in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.

I _____ hereby swear that I am duly authorized to legally bind the
(Name of official)

prospective contractor to the above-described certification. I am fully aware that this certification executed on

_____ in the County of _____ is made under the penalty of perjury
(Date) (County)

under the laws of the state of California.

_____
Print

_____
Signature

_____
Title

_____
Date

EXHIBIT G

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that Federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

I (We) certify that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4. Have not within a 3-year period preceding this proposal/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.

6. Shall obtain a certification from all its subcontractors funded through this Agreement that subcontractor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor has become debarred or suspended or is otherwise ineligible or voluntarily excluded from covered transactions by any Federal Department or agency.

_____

Print Name of Proposer (Legal Entity)

_____

Signature of Proposer's Authorized Representative

_____

Name & Title of Authorized Representative

_____

Date of Signing

EHXIBIT H
CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

County/Agency

Name/Title of Submitting Official

Signature Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure)

1. Type of Federal Action:	**2. Status of Federal Action**	**3. Report Type**
Λ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Λ a. bid/offer/application b. initial award c. post-award	Λ a. initial filing b. material change **For Material Change Only:** Year _____ Quarter . Date of last report .

4. Name and Address of Reporting Entity:	**5. If Report Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**
Λ Prime Λ Subawardee Tier _____, *if known:* Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:*
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):* (attach Continuation Sheet(s)	**b. Individuals Performing Services** *(including address if different from No. 10a)* (last name, first name, MI): SF-LLLA, if necessary
11. Amount of Payment (check all that apply): $ _____ Λ actual Λ planned	**13. Type of Payment** (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other: specify:
12. Form of Payment (check all that apply): Λ a. cash Λ b. in-kind: specify nature _____. value _____.	

1. **Brief Description of Services Performed or to be Performed and Date(s) of Service,** including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: Λ Yes Λ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure	Signature: _____ Print Name: _____ Title: _____ Telephone._____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Federal action. Use the SF-LLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first awardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment; include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number of grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number. Grant announcement number, the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just the time spent in actual contact with Federal officials. Identify the Federal officials(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLA Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, the Office of Management and Budget, Paper Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT I

FIVE OR MORE
EMPLOYEES STATEMENT

Under Federal and State employment tax law, the County must resolve the basic question of whether to treat the service provider as an employee or as an independent contractor. This form was designed to simplify the process of resolving tax status determination as required under the Internal Revenue Service (IRS) rules. Please complete the following employee statement.

Contractor Name: _____

Contract No (s): _____

I certify that I have:

☐ 0 - 4 employees

☐ 5 or more employees

_____
Date

_____
Print Name

_____
Signature

_____
Title

_____
Tax Identification Number

_____
Phone Number

VII. ADDENDUM

CONTRACTOR shall read and comply with all the provisions of this addendum.

A. 71-J PROVISION:

This contract may be subject to Section 71-J of the County Charter, which allows the County to contract for services that county employees perform for reasons of economy and efficiency if the contract does not cause the displacement of county employees, the county meets and confers with any organization that represents employees who perform the type of services to be contracted, and the 71-J bidding process is followed. If any county employee is scheduled to be laid off, demoted, or involuntarily transferred to a new qualification, the like position in the 71-J contract and the related dollars for that position must first be eliminated.

B. CONFIDENTIALITY

1. Personally Identifiable Information (PII) is information directly obtained in the course of performing an administrative function on behalf of a welfare program, such as determining eligibility, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, address, social security number, date of birth, driver's license number or identification number. PII may be electronic or on paper.

2. As required by State and Federal laws and regulations, including California Welfare and Institutions Code Section 10850 and Division 19-000 of the State Department of Social Services Manual of Policies and Procedures, Confidentiality, Fraud, Civil Rights and State Hearings, CONTRACTOR is required to safeguard PII and not publish or disclose, use or permit, or cause to be published, disclosed, or used, any PII pertaining to an applicant or recipient for any purpose not directly connected with the administration of public social services. Access to this PII is restricted to only those staff that needs PII to perform their official duties as specified in this contract.

3. CONTRACTOR must use all reasonable measures to prevent non-authorized personnel and visitors from accessing, controlling, or viewing this PII.

4. CONTRACTOR staff is not to access their own public assistance records, or the records of friends, family, acquaintances, co-workers, or tenants for any reason.

5. CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state law is a misdemeanor.

C. SECURITY

1. CONTRACTOR staff for whom CalWIN accounts or other DHA accounts are requested must be 18 years or older and must first comply with the following: pass a California State Department of Justice security clearance, complete the DHA security training, sign the DHA Staff Statement of Confidentiality (DHA form SC63), and sign the DHA security agreement (DHA form SC1170).

2. CONTRACTOR shall ensure that data containing PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Such data must not be removed from the premises except for routine business purposes. Such data shall not be left unattended at any time in vehicles or airplanes and in checked baggage on commercial airplanes.

3. CONTRACTOR shall dispose of paper documents containing PII through confidential means, such as cross cut shredding and pulverizing.

4. CONTRACTOR shall ensure that only the minimum amount of PII is downloaded onto systems, electronic equipment, and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, when absolutely necessary for current business purposes.

5. CONTRACTOR shall ensure that all PII is wiped from systems, electronic equipment, and media when the data is no longer legally required.

6. CONTRACTOR shall ensure that all e-mails that include PII that are sent outside of its e-mail environment are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution

7. CONTRACTOR shall ensure that all computers, laptops, notebooks, and other systems that process and/or store PII have commercial third-party anti-virus software installed and that such software is updated when new anti-virus definitions or software releases are available.

8. CONTRACTOR shall ensure that all electronic equipment and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, that contain PII are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.

D. IN THE EVENT OF PII INCIDENTS

1. Incidents include actual or suspected intrusion, loss or unauthorized use or disclosure of PII.

2. In the event of an incident, CONTRACTOR shall immediately, no later than within 24 hours, notify the COUNTY by telephone call or e-mail. Telephone 916 875-3610 or e-mail DHA-ISO@saccounty.net. CONTRACTOR shall provide a description of the incident, including date, time, and location; numbers of documents, files, and records; names of all participants affected; description of the PII and its source; type of system, equipment, or media affected; description of how the data was physically stored, contained, or packaged; names of persons involved; probable causes; corrective actions taken or planned; if the incident was reported to law enforcement, the law enforcement report number; and any other details about the incident as requested by COUNTY.

3. In the event of an incident, if requested by COUNTY, CONTRACTOR shall immediately, for the purpose of reviewing compromised PII:

   - Allow COUNTY to access and review the content of CONTRACTOR's systems, equipment, and media affected by the incident.

   - Provide to the COUNTY copies of electronic documents and records containing PII that resided on CONTRACTOR's systems, equipment, or media at the time of the incident.

4. If a breach of security has occurred in the CONTRACTOR's use of PII provided by the COUNTY, the CONTRACTOR is responsible for any and all breach notifications and associated costs to the extent the breach of security was caused in whole or part by the negligence, recklessness or intentional error or omission of Contractor. The means and contents of any breach notifications must first be approved by the COUNTY.

E. REPORTING REQUIREMENTS

The contractor will be required to complete monthly reporting documents to capture required DHA and CDSS information. Information required by State and Federal governments changes rapidly, thus requiring changes in reporting during the contract period. The contractor must have in place a comprehensive management information system and system unit to comply with the changing fiscal and performance reports required.

The successful applicant will be required to provide timely information on shelter turn away numbers using the procedure and format that will be provided by DHA. The successful applicant will be required to enter full required information into the Homeless Management Information System (HMIS) in the prescribed timeframe as dictated by DHA.

F. INFORMATION SYSTEM COMMUNICATION NEEDED BY CONTRACTOR

Both DHA and proposer will be exchanging information. Proposals must include computer access to allow for sharing of case information while protecting participant confidentiality.

G. EQUIPMENT OWNERSHIP

County shall have and retain ownership and title to all equipment purchased by proposer under this Agreement. Proposer shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. County shall inventory tag all equipment and shall conduct or require proposer to conduct an annual physical inventory of the equipment. Proposer shall make all equipment available to County during normal business hours for tagging and inventory. Proposer shall deliver the equipment to County upon termination of this Agreement, unless County instructs otherwise or this Agreement is renewed or extended.

H. CHILDREN'S EDUCATIONS RIGHTS

CONTRACTOR shall ensure parents are informed of their children's educational rights. Upon admission to the program, parents shall be provided a brochure approved by Project Teach providing school district liaison contact information. Provision of this brochure will be documented in the case record. CONTRACTOR shall post in public view Project Teach approved posters detailing the educational rights of homeless children. CONTRACTOR shall participate at least quarterly in the Sacramento County Taskforce for the Education of Homeless Children to ensure collaboration with educational providers and assure consideration of the educational needs of children served in the program.

I. GOOD NEIGHBOR POLICY

1. CONTRACTOR shall comply with COUNTY'S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:

    a. Provision of parking adequate for the needs of its employees and service population;
    b. Provision of adequate waiting and visiting areas;
    c. Provision of adequate restroom facilities located inside the facility;
    d. Implementation of litter control services;
    e. Removal of graffiti within seventy-two hours;
    f. Provision for control of loitering and management of crowds;
    g. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
    h. Participation in area crime prevention and nuisance abatement efforts; and
    i. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is located.

2. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

3. CONTRACTOR shall comply with all applicable public nuisance ordinances.

4. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located.

5. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within the specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

6. CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

J. CHARITABLE CHOICE

CONTRACTOR certifies that if it identifies as a faith-based religious organization, and receives direct funding from one of the following funding sources:

- Substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT);

- The Projects for Assistance in Transition from Homelessness (PATH) formula grant program;

- Substance Abuse and Mental Health Services Administration (SAMSHA) discretionary grants; or

- General Temporary Assistance for Needy Families (TANF), that:

  1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54; or Title 45, Code of Federal Regulations (CFR) Part 260, whichever applies to this Agreement.

  2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution.

  3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from Federal, State or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR Part 54.4) and (45 CFR Part 260(b) (2).

  4. CONTRACTOR shall not expend any Federal, State or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR Part 54.5) and (45 CFR Part 260(c).

  5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42CFR Part 54.7) and (45 CFR Part 260(f).

  6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR.

  7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service

provider to which they have no objections (42 CFR Part 54.8) and (45 CFR Part 260(g) (1).

8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR Part 54.8) and (45 CFR Part 260(g) (3).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR Part 54.7 to the extent that 42 CFR Part 54.7 conflicts with 42 U.S.C. 2000e-1.