

**COUNTY OF YUBA
HEALTH AND HUMAN SERVICES DEPARTMENT
CHILD WELFARE SERVICES DIVISION (CWS)
REQUEST FOR PROPOSAL**

**CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT (CAPIT) AND
COMMUNITY BASED CHILD ABUSE PREVENTION (CBCAP)
COUNTY CHILDREN'S TRUST FUND (CCTF)**

DIFFERENTIAL RESPONSE SERVICES



PROPOSAL CLOSING DATE:

**Friday, February 13, 2015
at 5:00pm (PST)**

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INTRODUCTION

Yuba County, through the Health and Human Services Department, is inviting qualified public or private-nonprofit agencies and organizations (including faith based and institutions of higher education) with recognized expertise in child welfare to submit proposals for the provision of a Differential Response (DR) program, services and DR program evaluation in Yuba County in accordance with Welfare and Institutions Code (W&I C), Sections 18960 - 18967. This is summarized in pertinent part as follows;

1. Priority shall be given to primary prevention^a programs through non-profit agencies, including, where appropriate, programs that identify and provide services to isolated families, particularly those with children five (5) years of age or younger, high quality home visiting programs based on research-based models of best practice, and services to child victims of crime. Applicants must provide leadership roles for the meaningful involvement of parents in the development, operation, evaluation, and oversight of programs and services.
2. Services provided shall be culturally and linguistically appropriate to the population served.
3. Services may include, but not be limited to, family counseling, day care, respite care, teaching, and demonstrating homemakers, family workers, transportation, temporary in-home caretakers, psychiatric evaluations, multidisciplinary team services and special law enforcement services.
4. Applicants shall demonstrate the existence of a 10 percent cash or in-kind match, other than funding provided by this RFP that will support the goals of child abuse and neglect prevention and intervention.
5. Priority for services shall be given to children who are at risk, including children who are being served by county welfare departments for being abused and neglected and other children who are referred for services by legal, medical and social services agencies.
6. Services to minority populations shall be reflected in the funding projects.
7. Projects shall be related to the needs of children, especially those 14 years and under. (Excerpt W&I Section 18961)

The target commencement date and term for the proposed services is July 1, 2015 through June 30, 2018 subject to negotiation of the final agreement.

The estimated fiscal year Child Abuse Prevention, Intervention, and Treatment (CAPIT), Community-Based Child Abuse Prevention (CBCAP) and Local Children's Trust Fund amount available for release in Yuba County is \$106,190.00. The funding cycles are July 1, 2015 through June 30, 2016; July 1, 2016 through June 30, 2017; and, July 1, 2017 through June 30, 2018.

BACKGROUND

The Yuba County Health and Human Services Department (HHSD) assists individuals and families to achieve economic self sufficiency, provides services that are strength based and family centered, and works to ensure child safety and well-being. The health and well being

^a The W&I Code does not include a specific definition for "primary prevention," a survey completed by Child Abuse Prevention Councils in spring of 2000 provided the following definition for primary prevention: Any activities that prevent abuse or neglect from occurring at all.

of children in our community is the top priority for the Children's Welfare Services (CWS) Division of HHSD. CWS offers a wide range of programs designed to protect or prevent child neglect and abuse.

In 2001, California passed the *Child Welfare Outcomes and Accountability Act (AB 636)*, which required each county to perform a self-assessment against the federal performance standards related to safety, permanency and child and family well-being. In response to the self assessments, the State Department of Social Services required each county to develop a *System Improvement Plan (SIP)* that required counties to outline their Department's priorities, and to develop plans to address areas that fell short in federal standards.

In Yuba County's 2014-2019 SIP no recurrence of maltreatment is one outcome needing improvement. To accomplish this, CWS has expanded partnerships with community organizations that offer services to support and strengthen families. This shared responsibility with the community for assuring child safety is the foundation of DR. For more information on Yuba County's 2014-2019 SIP please go to (<http://www.co.yuba.ca.us/Departments/HHSD/CWS/documents/SystemImprovementPlan2014-2019.pdf>).

I. DIFFERENTIAL RESPONSE PROGRAM DESCRIPTION

In an average year, Yuba County receives 1,646 reports of suspected child abuse and neglect. On average 182 referrals receive no services, despite assessments that indicate families would benefit from services and support to prevent child abuse and neglect.

The purpose of the DR program is to identify families where there is an early risk of possible child abuse or neglect, but insufficient risk to require a CWS investigation. The DR Provider will offer neighborhood-centered services to families referred for DR by Yuba County CWS. In a neutral, strength-based manner, services will:

- Prevent the reoccurrence of maltreatment;
- Help families identify problems;
- Access services;
- Strengthen the family unit; and
- Promote the safety and well-being of children.

Path #1: Community Response. This path is chosen when allegations do not meet statutory definitions of abuse or neglect. The family, however, may need supportive services to overcome difficult life situations or parenting challenges. The Applicant will help families with immediate resources including counseling, linkage to services, and emergency food assistance.

1. Referrals designated as Path 1 referrals will come from CWS, and will meet the following criteria:
 - a. The family lives within the boundaries of Yuba County.
 - b. Any previous CWS history has been reviewed and the referral is determined appropriate for Differential Response services.
 - c. The referral is not being assigned for an in-person CWS investigation.

Path #2: Child Welfare Services (CWS) and Community Response. This path is chosen when reports meet statutory definitions of abuse and neglect, and assessments indicate that with targeted services a family is likely to make needed improvements to improve child safety. Assessments determine a child's risk is low to moderate. In this situation, families work with representatives of county child welfare agencies, other county agencies and community based organizations to identify their risks and strengths and to participate in services for improving child and family well-being. The focus of this path is on a family's willingness to make needed improvements. If a family situation deteriorates and a child's safety is in danger, child welfare officials intervene as needed.

1. Referrals designated as Path 2 referrals will meet the following criteria:
 - a. The family lives within the boundaries of Yuba County.
 - b. Any previous CWS history has been reviewed and the referral is determined appropriate for Differential Response services.
 - c. The referral will be assessed by CWS and the Contractor.

To learn more about DR Services go to:

<http://www.cfpic.org/pdfs/BSCDifferentialResponseCA.pdf>.

II. THE RFP PROCESS

This RFP does not commit the County to award a contract nor to pay any costs incurred in preparing a proposal. The County reserves the right to accept or reject any or all proposals. Items that may be negotiated include type or scope of services and activities, budget, and administrative and program structure. This is a process to select service providers with whom the County may subsequently enter into a written contract. The County reserves the right to waive deviations from this RFP.

Proposals will be reviewed by a committee of the Children's Council for completeness and adherence to RFP instructions. The Committee will evaluate and score proposals, as the process is competitive. They may require interviews during scoring to discuss proposals. Applicants may be required to provide proof of liability insurance, current audited financial statements, or other documents deemed necessary to assist the Committee in developing funding recommendations.

Upon recommendation from the Children's Council (who acts as Yuba County's Child Abuse Prevention Council), and approval by the Board of Supervisors, qualified Applicants will be selected to provide services and activities within Yuba County upon contract commencement date through June 30, 2018. Funding is contingent upon satisfactory performance and subject to availability of CAPIT and CBCAP funds. The County reserves the right to decrease the maximum amount of funds awarded depending on the amount of funds allocated for the CAPIT and CBCAP programs.

The County also reserves the right to modify the scope of required services based on funding and/or priority of requested services. The final determination will be incorporated in the final agreement for services (contract).

Applicant(s) shall agree to and sign an Agreement with the County; final terms of the Agreement will be negotiated with the selected applicant, but contracts awarded will contain at least, but will not be limited to, the provisions outlined in the Agreement for Professional

Services (Exhibit 1).

III. PROPOSAL TIMELINE

Date	Milestone
January 14, 2015	Proposal Release / Post RFP notice
January 21, 2015	Applicant's Conference-beginning at 10:00 a.m. (PST)
February 13, 2015 5:00 p.m. (PST)	Close RFP – all proposals received no later than 5:00 p.m. (PST)
February 16-20, 2015	Proposal Review - Committee evaluates all proposals
February 23, 2015	Committee recommends award to successful applicant; all applicants notified of recommendation; protest period begins
March 2, 2015	Protest period ends
April 2015	Completion of negotiation, finalization and submission of contract (along with finalized Board Resolution) to County Counsel for expedited review
May 2015	Board review and approval of award, contract and Board Resolution

IV. SUBMISSION OF PROPOSAL

One (1) original and eight (8) copies (9 total) must be received and date stamped by HHSD no later than **5:00 p.m. (PST) on Friday, February 13, 2015** as listed in the PROPOSAL TIMELINE above. *Faxed proposals will not be accepted.*

Proposals must be in sealed envelopes and clearly labeled "Differential Response Proposal" on the outside and delivered to the Main reception area at:

Yuba County Health and Human Services Department
5730 Packard Avenue, Suite 100
Marysville, California
Attn: Tony Roach, Program Manager

NO PROPOSAL WILL BE ACCEPTED AFTER THIS DATE AND TIME

Proposals received beyond the deadline will not be considered.

V. APPLICANT'S RESPONSIBILITIES:

A. SCOPE OF SERVICES

Applicant will be expected to provide the following deliverables and services to Yuba County. Proposals must describe in detail the Applicant's approach to implementing the DR program and providing, at minimum, all the following deliverables and services in Yuba County. The Applicant's proposed DR program and services may be used as the basis for negotiating the final Scope of Services and may be included in the Agreement for Professional Services (Exhibit 1). The Agreement for Professional Services also includes the terms and conditions required by the County

Please describe how you will:

1. Conduct an evaluative review of the safety factors, risks and strengths of the families, and develop a plan for delivering pre-placement prevention services.
2. Provide services that are neighborhood-centered. When services cannot be provided in the community, describe how you will work with the family to reduce barriers by assisting with appropriate transportation, scheduling, translation, or other help.
3. Provide outreach to the referred families, develop the case plan, and provide case management services.
4. Assist families in identifying problems without fear that they will be stigmatized within the child welfare system.
5. Support the DR case manager, such as through weekly meetings and other regular contacts with Yuba County CWS staff.
6. Provide statistical and other data on the progress of DR services through monthly reporting, possible input into data systems, participation at regular meetings and information for evaluation purposes.
7. Provide community engagement activities at least weekly (i.e. movie night, arts and crafts, support groups)
8. Provide services that will be culturally sensitive, provided in the community to the extent possible, and coordinated so that there are no gaps in services or duplications.
9. Provide a written service plan upon request for purposes of program evaluation or program quality assurance throughout the contract period.
10. Ensure Applicant's program management staff will meet monthly with the CWS program management to review the progress of the program and review policy and procedures.
11. Ensure staff attendance at regular monthly CWS meetings as well as Yuba County Children's Council/Child Abuse Prevention Council Meetings and report on the programs statistics and outcomes.
12. Participate in efforts to monitor the DR program and service delivery
13. Assist in tracking DR data and statistics. This will be done through the use of monthly reports.
14. Provide public education and outreach as part of the program. Please describe implementation, expansion or enhancement of a local network of child abuse prevention programs to strengthen the local Child Abuse Prevention Council. Define how you plan to use the local media to provide public education and outreach in the community to prevent child abuse.
15. Provide program information to families, and in what form (brochure, newsletter).
16. Provide at least weekly home visits.

17. Provide the number of families you expect to serve each month.
18. Engage referred families to accept services.
19. Ensure parents/families are involved in program design and/or evaluation. Also describe how parent/families will be provided opportunities to attend meetings, conferences and training events.

B. REPORTING REQUIREMENTS

1. Monthly Reporting

In addition to attending monthly case consultation meetings the Applicant will provide a Differential Response Monthly Reporting form (Exhibit 2) and the CAPIT/CBCAP Service Goals and Outcomes Plan Summary (Exhibit 3) to the Yuba County CWS.

The Applicant will require, among other responsibilities, the submission of written reports, due on a monthly basis, which must include at least the following:

- Number of new referrals received
- Number of referrals that had first engaged visit
- Number of closed referrals that did not engage with Applicant
- Number of closed referrals that engaged with Applicant
- Date of engagement of the family by Applicant
- Number of face to face visits with Applicant
- Referral services each family received
- Referral services where a family received services
- Start date and closed date of DR case for each family
- Total number of children served
- Total number of parents/caregivers served
- Total number of children with disabilities served
- Total number of parents/caregivers with disabilities served
- Total number of families served
- Ethnic characteristics (by number) of each family member

2. Annual DR Evaluation

Applicant will participate in an evaluation annually during the contract period, and will assist the County in any data gathering or coordination that is needed to facilitate the evaluation.

The CAPIT/CBCAP program primarily focuses on child abuse prevention. Services provided must measure at least four (4) or more of the safety and well-being goals/outcomes that are identified in the Child Welfare Services System Improvement Plan (SIP) program as follows:

Goals/Outcomes

- Children are protected from abuse and neglect.
- Children are safely maintained in their homes whenever possible and appropriate.
- Children have permanency and stability in their living situations.

- The continuity of family relationships and connections is preserved for children.
- Families have enhanced capacity to provide for their children's needs.
- Children receive appropriate services to meet their educational needs.
- Children receive adequate services to meet their physical and mental health needs.
- Youth aging out of the foster care are prepared to transition to adulthood.

Given the program's chosen safety and well-being goals/outcomes, develop measures to capture outcome indicators on service impact. Listed below are four (4) levels of outcome indicators that must be clearly described:

- Engagement Outcomes- Describe your tool for collecting engagement outcomes to show successful client participation, recruitment, and high participant satisfaction rates. (Example: Client Satisfaction Survey)
- Short-term Outcomes- Describe the outcome and how you will capture changes in knowledge, attitudes, skills, and aspirations of participants.
- Intermediate Outcomes- Describe your program's intermediate outcomes and how you will measure them. Examples of intermediate outcomes might include; increased uses of positive discipline skills, improvement in school grades and completion of a job-training course.
- Long-Term Outcomes- Describe how you will measure your program's success of decreasing the incidence of child abuse and neglect in families served.

Components to evaluate the degree to which DR services are offered in a manner that is accessible, responsive, and accountable, may include:

- Site visits
- Parent surveys to identify any barriers to family involvement
- Client DR case plan completion rates
- Subsequent substantiated maltreatment referrals
- Interviews or telephone surveys

VI. PROPOSAL FORMAT

Proposals must be developed in accordance with the described format. Use forms where provided. Proposals that deviate from this format *will not* be considered for funding.

A. Narrative:

Page requirements: 8.5" x 11" paper, 1" margins, 12 pt. font, double-spaced. Submit a maximum of 12 pages (not including the "Introduction" page and the "Programmatic Organizational Chart") identifying each segment by corresponding number in addressing the following:

B. Introduction:

Using the form titled "**APPLICATION**" (Exhibit 4) provide all information including organization name, address, contact person, telephone, original signature of agency official authorized to submit proposal and budget summary.

C. Qualifications:

Briefly describe the applicant organization's qualifications to operate the proposed program, include:

1. A description of the organization's expertise in child welfare,
2. Business name and legal business status (i.e. partnership, corporation, etc.)
3. Number of years in business under the present business name, as well as related prior business names.
4. Number of years of experience in providing the required, equivalent or related services.
5. Contracts completed during last five years showing year, type of services, dollar amount of services provided, location, and contracting agency.
6. Details of any failure or refusal to complete a contract.
7. Whether the applicant holds a controlling interest in any other organization, or is owned or controlled by any other person or organization. Governmental agencies are exempt from this requirement.
8. Financial interests in any other business. Individuals who are personally performing the contracted service and governmental agencies are exempt from this requirement.
9. Names of persons with whom the prospective contractor has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.
10. Explanation of any litigation involving the prospective contractor or any principal officers thereof, in connection with any contract.
11. An explanation of experience in the service to be provided, or equivalent or similar experience of principal individuals of the prospective contractor's present organization.
12. A list of major equipment to be used for the direct provision of services.
13. An audited financial statement. Such statement shall be the most recent and complete audited financial statement available and for a fiscal period not more than 18 months old at time of submission. This statement shall be by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the contract. The county may require other information in lieu of the certified financial audit, if it is of equal value in determining the fiscal stability of the competing agency. Such other evidence shall be included in the bid document. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
14. Current financial statements, letters of credit, and guarantor letters from related entities, as required by the county.
15. A list of commitments, and potential commitments which may impact assets, lines of credit, guarantor letters, or otherwise affect the bidder's ability to perform the contract.

16. Business or professional licenses or certificates required by the nature of the contract work to be performed and held by the Applicant.
17. Agreement to provide the county with any other information the county determines is necessary for an accurate determination of the prospective contractor's qualifications to perform services.
18. Agreement to the right of the county, state and federal governments to audit the prospective contractor's financial and other records.
19. The facility will be centrally located in Yuba County (Marysville, Olivehurst, or Linda).

D. DR Program:

This section describes your proposed approach for meeting services required by the County, as listed in Section III, 1. Scope of Services. Relevant considerations include the quality and feasibility of the Applicant's approach to meeting these needs, the manner in which you plan to provide adequate staffing, equipment, and resources provided by Applicant. Keep these considerations in minds as you respond to the following:

1. Describe how you will fulfill the needs of the County, and how services will meet the needs of families of children at risk included in the RFP. Attach a project plan, if appropriate.
 - a. Each service must be linked to unmet needs identified in the 2014 SIP (<http://www.co.yuba.ca.us/Departments/HHSD/CWS/documents/SystemImprovementPlan2014-2019.pdf>).
 - b. Describe each service, how the service will be delivered, and the method for determining eligibility.
 - c. Give a breakdown of tasks to be used in completing the program, with timelines.
2. Identify how you will meet all other aspects of the Scope of Services and related requirements listed Section III, 1. Scope of Services, and list any items you cannot provide.
3. Note similar existing services within Yuba County and describe enhancements or expansions of services the program will provide without creating a duplication of services.
4. Describe how the Applicant will partner with existing service providers through an effective network of community-based family resource and support programs. These networks should be composed of local, collaborative, public-private partnerships directed by interdisciplinary structures with balanced representation of private and public sector members, consumers, nonprofits, individuals and organizations with experience serving families with special needs children
5. Attach a **Programmatic Organizational Chart** depicting where this program will fit into your organization.
6. Describe how services will be culturally and linguistically appropriate to populations served.

E. Program Evaluation:

Evaluation of the funded CAPIT/CBCAP program is a critical function in assuring program effectiveness and efficiency. This section describes how you will meet the

reporting requirements required by the County, as listed in Section III, 2. Reporting Requirements and include the following:

1. A peer review process designed to ensure quality assurance in services and service delivery must exist. The State Office of Child Abuse Prevention (OCAP) will continue to refine this process in partnership with county liaisons and funded local service providers.
2. A description of your organization's capacity to transmit evaluation data electronically to the County via email.
3. Explain how you will collect, analyze, and report information on the proposed program to accomplish the following:
 - Report the number of families served;
 - Determine and report what is and is not working in the program;
 - Determine and report what is and is not working for the participants;
 - Convey to the community what services are available from prevention programs and how these services benefit participants and the community;
 - Identify agency/program strengths and weaknesses.

F. Fiscal Plan:

An effective fiscal plan consists of determining available resources and preparing for possible funding reductions. Describe what process your agency would use to continue to operate in the event that CAPIT/CBCAP funding is reduced or eliminated. Please describe, in detail, the required match (minimum cash or in-kind match of 10%) you will provide and describe potential ideas for leveraging dollars.

G. Budget:

Complete the Cost Justification Worksheet (Exhibit 6), identifying all costs and funds to be used in proposed program. Budget forms must be completed for each fiscal year of the contracted period. Years 2 and 3 budgets should be projected at \$106,190.00 each year. Include sufficient information to give a clear description of how the funds will be used to accomplish the program goals. NOTE: Outside independent audits are a contractual requirement of these funds and are due annually. No more than 10 percent of the funded amount may be included in your budget to cover administrative costs.

H. Board Resolution:

A copy of the applicant's governing Board Resolution authorizing the submission of the proposal with evidence of 501 (c) (3), including Employer ID Number, must be submitted as an attachment. If the Resolution is not available, a letter stating the date it will be available must be attached.

I. Letters of Support:

Letters of support may be submitted as an attachment to the narrative and though not required, they are strongly encouraged. The letters serve as evidence to demonstrate broad-based community support; proposed services are not duplicated in the community and are based on the needs of children at risk, and are supported by local public agency(s).

VII. PROPOSAL EVALUATION CRITERIA

Priority shall be given to primary prevention programs through non-profit agencies, including, where appropriate, programs that identify and provide services to isolated families, particularly those with children five years of age or younger, high quality home visiting programs based on research-based models of best practice, and services to child victims of crime.

The contract, if awarded, will be awarded to an applicant whose proposal is considered in the best interest and the best value to the County as interpreted by the County. Best value will be determined based on the following categories: Qualifications, DR Program, Program Evaluation, Fiscal Plan, and Budget. The maximum values given for each of the categories are detailed below.

CATEGORY	MAXIMUM POINT VALUE
Qualifications	5
DR Program	40
Program Evaluation	25
Fiscal Plan	15
Budget	15

The following factors will also be taken into account to determine the above categories:

1. Demonstrated ability of the applicant to provide the required services.
2. Applicant’s understanding of the needs and objectives of the County.
3. The qualifications of the applicant and our perception of the ability of the Applicant to meet the terms of the RFP.
4. Reference and other pertinent checks.
5. Financial plans and fiscal soundness of firm.
6. Completeness of submission.
7. Submissions which are deemed incomplete may be eliminated as not being responsive.
8. A ‘Responsible Contractor’ shall mean a Contractor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, experience, and financial stability may all be taken into consideration.

VIII. APPLICANT’S CONFERENCE

The County has attempted to provide all information available with regard to the service components described. It is the responsibility of each applicant to review, evaluate and, where necessary, request any clarification of information. In order to assist in that process, an Applicant’s Conference will be held.

The informational Applicants’ Conference will be held in the County of Yuba, Health and

Human Services Department in the Gold Fields Room located at 5730 Packard Avenue, Marysville, California, on Wednesday January 14, 2015 beginning at 10:00 a.m. The purpose of this Conference is to explain program requirements and to answer questions regarding completion of proposals, time frames, and the RFP process.

If Applicants have questions they are directed to contact Program Manager, Tony Roach by email: troach@co.yuba.ca.us

The County's website will be the official notification posting place of all Requests for Amendments and Addendas. Go to <http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>

IX. PROTEST PROCEDURE

Protests or Appeals with respect to the solicitation or award of the Yuba County Health and Human Services Child Abuse Prevention Intervention and Treatment and Community Based Child Abuse Prevention, Children's Trust Fund will be required to follow current requirements of the California Department of Social Services Management and Office Procedures (Chapter 23-600) regarding purchase of service, as well as the Yuba County Purchasing and Contract Policy Manual. The Yuba County Purchasing Manual states:

10.0 Protest and Appeals

Any actual or prospective bidder, offer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

10.1 Director of Administrative Services

The Director of Administrative Services shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;*
- (b) Inform the protestants that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.*

Written protest must be delivered no later than February 23, 2015, to:

Doug McCoy, Director
Administrative Services
915 8th St. Suite 119
Marysville, California 95901

EXHIBIT 1
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for child abuse prevention services for the “Child Abuse Prevention, Intervention and Treatment” (CAPIT) and “Community Based Child Abuse Prevention” (CBCAP) Programs, and “Children’s Trust Funds” (CTF) for Differential Response (DR) services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and _____ (“CONTRACTOR”).

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2015

Termination Date: June 30, 2018

The term of this Agreement shall become effective on July 1, 2015, and shall continue in force and effect for a period of three (3) year unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-5.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C."

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Director of Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. NAME TITLE of CONTRACTOR. is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Confidentiality Provisions Statements
- Attachment G - Invoice Format
- Attachment H - Cost Justification

- Attachment I - Differential Response Monthly Reporting Form
- Attachment J - CAPIT/CBCAP Service Goals and Outcomes Plan Summary
- Attachment K – Annual Reporting for Community-Based Child Abuse Prevent (CBCAP) Service Array
- Attachment L - Vendor Assurance of Compliance (CR50)

9. TERMINATION

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2015.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

CONTRACTOR.

 Chair
 Board of Supervisors

 NAME, TITLE

INSURANCE PROVISIONS APPROVED:

 NAME,
 Risk Manager

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

 Angil Morris-Jones,
 County Counsel

 Jennifer Vasquez, Director
 Yuba County Health and Human
 Services Department

ATTACHMENT A

SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1.

A.1.2.

A.1.3.

A.2. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed _____ (\$ _____); CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed _____ (\$ _____) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

ADDITIONAL PROVISIONS

(NOTE: Provisions included may address funding availability, confidentiality, record keeping, duty to file statement of economic interest, etc. Listed below are samples of language that may be utilized.)

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 HEALTH AND SAFETY STANDARDS (for medical contracts). CONTRACTOR agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

C.3 CHILD ABUSE/ADULT ABUSE (for Social Services contracts). CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.4 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.5 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.6 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.7 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary

license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.8 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.

CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.9 CONFIDENTIALITY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

C. 10 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C. 11 HAZARDOUS MATERIALS. CONTRACTOR shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. CONTRACTOR shall provide Material Safety Data Sheets (SDS) for all products that may contain hazardous materials to the COUNTY.

C. 12 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C. 13 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C. 14 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to

the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon 30 days written

notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.

In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Jennifer Vasquez
Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Not required if CONTRACTOR provides written verification it has no employees)

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

E.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as

broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all

required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1. INTRODUCTION.

For the purposes of carrying out a contract for differential response services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and _____ (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statement sets forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

F.2.1 CONFIDENTIAL INFORMATION shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

F.2.2 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

F.2.3 BREACH shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

F.2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

F.3 BACKGROUND.

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these

times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

F.4 PROVISIONS.

F.4.1 The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

F.4.2 The COUNTY requires at least the following minimum standards of care in handling the confidential information:

F.4.2.1 Securing all areas where confidential information is maintained and/or stored;

F.4.2.2 Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

F.4.2.3 Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

F.4.2.4 Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

F.4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

F.4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

F.4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

F.4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

F.4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

F.4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1 Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2 Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Kathy Cole, Yuba County Privacy Officer
Phone: (530) 749-6382 or (530) 749-6311
E-Mail: kcole@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: _____

CONTRACTOR

NAME, TITLE

ATTACHMENT G
INVOICE FORMAT

Contractor's Name: CONTRACTOR.

Contractor's Address: ADDRESS

Contact Name: NAME
Phone Number: NUMBER
Email: EMAIL

Period of Service: MONTH, YEAR

Invoice

Services

<u>Type</u>	<u>Rate Basis</u>	<u># of Families</u>	<u>Amount</u>
Differential Response	\$_____	_____	_____

Invoice Grand Total

Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the contract; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

Authorized Signature

Date

Mail original invoice and monthly reporting forms to:
Yuba County Health and Human Services Department
Attention: Fiscal
P.O. Box 2320
Marysville, CA 95901

ATTACHMENT H

COST JUSTIFICATION

(Insert Contractor's Cost Justification)

ATTACHMENT I

DIFFERENTIAL RESPONSE MONTHLY REPORTING FORM

(Insert DR Monthly Reporting Form)

ATTACHMENT J

CAPIT/CBCAP SERVICE GOALS AND OUTCOMES PLAN SUMMARY

(Insert Goals and Outcomes Plan Summary)

ATTACHMENT K

ANNUAL REPORTING FOR CBCAP SERVICE ARRAY

(Insert Annual Reporting Document)

ATTACHMENT L
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES 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; the Food Stamp Act of 1977, 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 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; 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 ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient 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 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, CDSS shall have the right to invoke 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.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Director's Signature

Address of vendor/recipient
(08/13/01) **CR50**-Vendor Assurance of Compliance

EXHIBIT 2
DIFFERENTIAL RESPONSE MONTHLY REPORTING FORM

Agency: _____ **Month** _____

1. Total active DR cases at beginning of month: _____
2. DR cases closed this month: _____
3. # of families referred for DR this month: _____
4. # of families accepting DR services this month: _____
5. # of cases where DR was declined this month: _____
6. # of DR case plans developed and signed this month: _____
7. Case Plan Services Completed _____
 Partially Completed _____
8. Total DR cases at end of month: _____

Services / Outcomes

Identified Service Needs: areas that parents have identified for themselves or for their children. Multiple needs may be counted for each family

Safety in community: _____	Food Security: _____
Safety issues in the home: _____ (ex: dom. violence)	Drug/alcohol abuse: _____
Health Care: _____	Relationship issues: _____
Mental Health: _____	Parenting education: _____
Social Isolation: _____	Child development: _____
Employment: _____	School/ pre-school related: _____
	Daycare: _____

Service Outcomes: areas that parents have identified as having improved as a result of services being offered. Multiple areas of improvement may be counted for each family

Safety in community: _____	Food Security: _____
Safety issues in the home: _____ (ex: dom. violence)	Drug/alcohol abuse: _____
Health Care: _____	Relationship issues: _____
Mental Health: _____	Parenting education: _____
Social Isolation: _____	Child development: _____
Employment: _____	School/ pre-school related: _____
	Daycare: _____

Case example of service needs/outcomes during this period:

 Signature of person responsible for filling out report:

 Date

EXHIBIT 3

CAPIT/CBCAP SERVICE GOALS AND OUTCOMES PLAN SUMMARY

INSTRUCTIONS: Please provide information as requested. Check box designating whether report is for CAPIT or CBCAP.
 This summary is Service Focused. Clients may access multiple services and shall be counted each time a service is provided during the reporting period. Count families only when services are provided to the entire family unit.

CAPIT CBCAP

Agency:

Date:

Report Period: TO

Client Centered Services:	Total number of clients completing services				
	Children ages 0 - 18		Parents/Caregivers		Families
	w/o disabilities	w/disabilities	w/o disabilities	w/disabilities	
Advocacy					
Basic needs, concrete supports					
Behavior health, mental health services					
Case Management					
Day Care/Childcare					
Differential Response					
Disability services					
Domestic violence services					
Early childhood services					
Family Resource Center					
Financial literacy education					
Health Services					
Home Visiting					
Housing services					
Legal Services					
Parent leadership training					
Parenting education					
Parenting/sibling visitation					
Peer Support					
Respite Care					
Substance abuse services					
Transportation					
Youth Programs					
TOTALS	0 to 18	0 to 18	Parents/Caregivers	Parents/Caregivers	Families
	w/o disabilities	w/ disabilities	w/o disabilities	w/ disabilities	
	0	0	0	0	0

Service Goals and Outcome Summary Report for the Month of:

Client Characteristics:	Total number of clients receiving services							
	ages 0-18		Adults (19year-older)		Families			
	without disabilities	with disabilities	without disabilities	with disabilities				
White (non-Hispanic)								
Hispanic								
Black--non Hispanic								
Asian								
Native American								
Other (specify)								
TOTALS	0-18 w/o disabilities	0-18 w disabilities	Adults w/o disabilities	Adults w disabilities	Families			
	0	0	0	0	0			

**EXHIBIT 4
APPLICATION**

(County Use Only)

RFP Application #: _____ **Date & Time received:** _____ / _____

**Yuba County Health and Human Services
Child Abuse Prevention, Intervention and Treatment (CAPIT), and Community Based
Child Abuse Prevention (CBCAP), County Children's Trust Fund (CCTF)
Request for Proposal
DIFFERENTIAL RESPONSE**

Application

Requesting Agency: _____ **Date:** _____

Mailing Address: _____

Contact Person: _____ **Phone:** _____

Authorization to Submit this Proposal: *Non-profit agencies must submit a Board Resolution authorizing submission of this proposal with evidence of 501(c)(3) status, including EIN number as attachments. If the Resolution is not available, a letter stating the date it will be available must be attached.*

Certification: *I certify that all statements in the proposal and attachments are in all respects true and correct. Failure to provide true and correct statements and information 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 thereof to be void.*

Authorized Agency Official:

Name and Title

Signature

EXHIBIT 5
SAMPLE COST JUSTIFICATION WORKSHEET

PERSONNEL EXPENSE					
SALARY Position	Name	% of Time to Service	Salary per month	Annual Amount to Service	In-kind
Counselor II	J. Jones	80.0%	\$ 2,800	\$ 26,880	
Intervention Coordinator	S. Gee	50.0%	\$ 1,600	\$ 9,600	
Total Salaries				\$ 36,480	\$ -
BENEFITS Position	Type	% of Time to Service	Rate per month	Annual Amount to Service	In-kind
Counselor II	Health Ins	80.0%	\$ 200.00	\$ 1,920	
	Work Comp	80.0%	\$ 50.00	\$ 480	
Intervention Coordinator	Health Ins	50.0%	\$ 200.00	\$ 1,200	
	Work Comp	50.0%	\$ 50.00	\$ 300	
Total Benefits				\$ 3,900	\$ -
Total Personnel Expense				\$ 40,380	\$ -
OPERATING EXPENSE					
	Methodology			Service	In-kind
Office Supplies	General Office Supplies				\$ 726
Postage	Mailing and General Correspondence				\$ 200
Communication	Phone, Internet, cell phone, etc.				\$ 235
Rent	350 sq ft X \$1/sq ft X FTE % X 12 mos			\$ 4,200	
Utilities	Prorated share-explain methodology			\$ 150	
Insurance	Prorated share-explain methodology			\$ 100	
Travel	4 regional meetings and 3-day conference			\$ 1,250	
Training	registration and feeds for contract staff			\$ 250	
Total Operating Expense				\$ 5,950	\$ 1,161
SUBCONTRACTORS					
	Methodology				
XYZ Agency	Consultation Services-50% of \$833.32 monthly salary X12			\$ 5,000	\$ -
INDIRECT					
	Methodology				
	Departmental administrative costs, including contract, policy, and procedure admin.			\$ 4,138	
DIRECT					
	Methodology				
	Direct costs associated with services delivered to families; bus passes, gas cards, cleaning supplies (estimated at \$210.00 per family)			\$ 5,250	
TOTAL ANNUAL AMOUNT TO SERVICE				\$ 60,718	\$ 1,161
COST PER SERVICE UNIT					
	Methodology				
	Total annual Amount divided by 12 mos divided by 20 families per mo			\$ 258	

EXHIBIT 7
COST JUSTIFICATION WORKSHEET INSTRUCTIONS

1. Budget Format

The Proposal Budget shall be submitted using the following format. The Cost Justification Worksheet is a tool used to identify and support the individual expenses included in determining the cost of providing a unit of services. The *Sample Cost Justification* (Exhibit 5) displays an example of an in-depth cost justification worksheet.

Please create and complete an operating budget utilizing the *Cost Justification Worksheet* format (Attachment 6) showing the individual costs of expenses necessary to provide services, the methodology used in determining the costs of these expenses, the total cost of services provided, and the calculated service unit amount.

2. Cost Justification

a. Personnel Expense

Salary: Show the salary cost for each staff member performing services, based on actual salary and the expected time to be spent performing services. Staff should be identified by name, as well as position/classification title.

Benefits: Show cost of benefits paid by type of benefit for each staff member performing services. If the benefits are for employees whose time spent performing services are at different percentages, the benefits should be broken out by individual staff. Benefits can only include those benefits that are paid by the employer on behalf of the employee, such as Health Insurance, Worker's Compensation, Unemployment Insurance, etc.

b. Operating Expense:

Under Operating Expense, show the costs of individual expenses directly associated with providing services. For costs such as office supplies, postage, educational materials, and communication, best estimates based upon the activities and services to be performed should be shown. For operating expense costs such as rent, more detail and/or methodology should be shown. For example:

Rent - if the rent is based upon office space plus common space of 150 sq. ft. per person for the staff listed in Exhibit I – Sample Cost Justification Worksheet, the methodology and cost would be estimated as follows:

<i>Counselor II</i>	$150\text{sq ft} \times \$1.00 \text{ per sq ft} \times 80\% \times 12 \text{ mos} =$	$\$1,440$
<i>Coordinator</i>	$150\text{sq ft} \times \$1.00 \text{ per sq ft} \times 50\% \times 12 \text{ mos} =$	$\$ 900$
		<i>Total Rent</i> $\$2,340$

For the above example, the methodology, "150 sq. ft. \$1.00 x Prorated Share or FTE %x 12 mos." would be shown on the Cost Justification Worksheet.

c. Subcontractors:

Identify and show the cost of services provided through a sub-contractual agreement, including the methodology used for determining these costs. A copy of the subcontract

must be provided. The subcontract must specify the means by which the actual costs of activities or services rendered are determined and paid. Payment under a subcontract cannot be based on a flat rate nor paid incrementally on the basis of a flat rate.

d. Indirect Expense:

Indirect expenses are those costs not directly identified with the performance of activities or services and whose costs cannot be specifically identified. The amount of Indirect Expense shown on the Cost Justification Worksheet cannot exceed 10 percent of the Total Personnel Expense. A brief summary of costs should be shown under methodology.

e. Direct Expenses / Service Costs:

Direct Expenses/Service Costs are those costs directly identified with the delivery of activities or services that are not personnel related. A brief summary of estimated costs should be shown under methodology.

For example:

Transportation – Bus passes or gasoline vouchers to attend counseling.

Food – Temporary food assistance.

Housing – Assistance with cleaning supplies or renting a carpet cleaner or a dumpster to make a place habitable.

f. Number of Families Served Per Month

Applicant will identify the number of families they can serve each month.

The number of families served will be part of your proposal and will be evaluated. The number of families served per month should be used to determine Cost per Service Unit.

g. Cost Per Service Unit:

The cost per service unit is the rate to be charged for the cost of providing service. The methodology applied to the Total Amount to Service Cost to determine this rate should be described and the service of unit identified under “methodology”. For example: in the Sample Cost Justification Worksheet, the service unit is the cost of providing monthly counseling services to one family, based upon an average of 10 families per month.

h. Audit:

An audit of the costs for services rendered and claimed will not be required. However, contractors will be required to provide a copy of the report for the most recent annual audit performed for their organization. The audit must have been made by an independent auditor in accordance with generally accepted auditing standards and must include the entire organization.

i. Invoice:

Contractor will be required to submit a summary invoice for payment on a monthly basis by the specified deadline and in the format specified (Attachment 1 Agreement for Professional Services, Attachment G Invoice Format). The summary invoice will contain a certification statement to be signed by the Authorized Representative

specified by the contractor. Payment will be issued within thirty (30) days of receipt complete and accurate summary invoices. Advance payment will not be made; payments will only be made in arrears for the actual costs of services provided.

j. Other:

Any contractor awarded a contract as a result of this RFP and who is also funded from multiple contracts, directly or indirectly, must demonstrate that the funds are used for the sole purpose of the specific contracted services for which intended. The contractor's request for reimbursement from multiple contracts cannot exceed 100 percent of the cost incurred for employees, overhead, or operating costs.