

**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***



**PROPOSAL CLOSING DATE:**

***Friday, April 22, 2011  
at 5:00pm***

**Opens: March 23, 2011**  
**Proposals Due: April 22, 2011**

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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 child abuse and neglect prevention, intervention services and activities 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<sup>1</sup> 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 teams 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 high 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)

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<sup>1</sup> 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.

The proposal will be for the provision of Path #1 and Path #2 Differential Response (DR) services including child abuse and neglect prevention, intervention services and activities.

A brief description of DR Services follows:

Every year, California county child welfare agencies receive more than one-half million reports of suspected child abuse and neglect. Of these referrals, the vast majority of the cases receive no services, despite assessments that indicate families would benefit from services and support to prevent child abuse and neglect.

Differential Response offers additional services for ensuring child safety – which include engaging families whenever possible to help identify solutions to the challenges that they may be facing and that are posing risks to a child’s safety and wellbeing. The outcome for Yuba County is that child abuse and situations of risk in the home will be reduced, and more children and families will get the support they need to help keep children safely in their homes. The children served by this program are potential candidates for out-of-home placement unless these preventive services are provided.

**Path #1: Community Response.** This path is chosen when allegations do not meet statutory definitions of abuse or neglect, yet there are indications that a family is experiencing problems that could be addressed by community services. Under California’s traditional child welfare system, more than one-third of all cases are re-referrals from the previous year, indicating that there are continued challenges facing these families and their children. With Differential Response, these families are linked to services in the community through expanded partnerships with local organizations.

**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.

To learn more about DR Services go to:

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

The current fiscal year CAPIT/CBCAP/Local Children’s Trust Fund amount available for release in Yuba County is \$90,000.00. The funding cycles are July 1, 2010 through June 30; 2011; July 1, 2011 through June 30, 2012;and, July 1, 2012 through June 30, 2013.

This Request for Proposal (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.

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 contractors will be selected to provide services and activities within Yuba County upon contract commencement date through June 30, 2013. 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.

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.

Any and all contracts awarded will contain at least, but will not be limited to, the provisions outlined in the *Agreement for Professional Services* (Attachment 1).

## **SCOPE OF SERVICES**

### **A. Differential Response (DR) Program Description**

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 be designed to help families identify problems, access services, strengthen the family unit, and promote the safety and well-being of children.

1. Referrals designated as Path 1 referrals will come from CWS, and will meet the following criteria:
  - a. The family lives in the geographic area served by the Contractor.
  - 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 investigation.
2. Referrals designated as Path 2 referrals will meet the following criteria:
  - a. The family lives in the geographic area served by the Contractor.

- b. Any previous CWS history has been reviewed and the referral is determined appropriate for Differential Response services.
  - c. The referral will be jointly assessed by CWS and the Contractor.
3. Please describe how you will:
- a. Conduct an evaluative review of the safety factors, risks and strengths of the families, and develop a plan for delivering pre-placement prevention services.
  - b. Conduct safety assessments on the first visit to determine whether there is such risk to the child that the case should be referred back to CWS. If the case will not be referred back, a service plan, created with the family's participation, will address the identified problems and also identify and make available needed services to the extent possible.
  - c. 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.
  - d. Provide outreach to the referred families, develop the case plan, and provide case management services.
  - e. Assist families in identifying problems without fear that they will be stigmatized within the child welfare system.
  - f. Support the DR case manager, such as through monthly meetings and other regular contacts with Yuba County CWS staff.
  - g. 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.
4. The Contractor's program management staff will meet monthly with the CWS program management to review the progress of the program and review policy and procedures.

**B. Responsibilities**

1. Contractor Responsibilities:
- a. Services will be based on a service plan developed with the family, and will continue for no more than three consecutive months. Services may continue for an additional three months with the approval of CWS.  
  
**Deliverable:** Contractor will be able to show the County a written service plan upon request for purposes of program evaluation or program quality assurance throughout the contract period.
  - b. Services will be culturally sensitive, provided in the community to the extent possible, and coordinated so that there are no gaps in services or duplications.

**Deliverable:** Families will receive services throughout contract period.

- c. The DR management staff, case manager or service provider staff will attend monthly meetings with staff from CWS to consult on cases and send a representative to the Child Abuse Prevention Council Meetings throughout contract.

**Deliverable:** Staff attendance at regular monthly CWS meetings as well as Child Abuse Prevention Council Meetings.

- d. Provide monthly Multidisciplinary Team (MDT) meetings where participants, including Yuba County Child Welfare Services staff, may use the meeting to raise issues of concerns with the families with whom they are working, or any issues raised by the family members.

**Deliverable:** Conduct and chair monthly MDT meetings, to include case review, case consultation and Information on DR training; invite relevant participants and family for case consultation as appropriate; compile meeting notes and attendance sheets beginning on or after July 1, 2011 (or whenever the contract is signed) and continuing throughout contract period ending June 30, 2013.

- e. Participate in efforts to monitor DR program and service delivery.

**Deliverable:** Provide statistical and other data on the progress of the program through monthly and annual reporting, input into data systems, participation at regular meetings and information provided for evaluation purposes. Participate in efforts to evaluate DR program and service delivery. Provide necessary information to CWS to evaluate the DR program. The evaluation will be conducted no later than 30 days from the end of the contract period.

- f. Assist in tracking DR data. This will be done through the use of monthly reports to CWS staff or a Supervisor.

**Deliverable:** Monthly Reports. Beginning on the 10<sup>th</sup> of the month following service to first family served.

## 2. County Responsibilities:

- a. Refer families who meet the DR criteria to Contractor, when the family lives in the Contractor's geographic area.
- b. Provide case consultation and technical assistance, as needed and available, for the Contractor. In addition to the monthly meeting the Contractor will have access to a CWS Social Worker Supervisor for consultation on any case where there are questions or concerns.
- c. Training on Strength-Based approaches, family engagement and risk assessment will be made available to Contractor's DR staff, as appropriate.
- d. Training in DR methods and strategies will be provided by throughout contract period by CWS as available.
- e. CWS will provide at least one Social Worker Supervisor with experience in either Emergency Response or supervising out-stationed staff to participate regularly in

the monthly meetings.

**C. Monthly Reporting**

1. In addition to attending monthly case consultation meetings the Contractor will provide a *Differential Response Monthly Reporting* form (Attachment 2) and the *CAPIT/CBCAP Service Goals and Outcomes Plan Summary* (Attachment 3) to the Yuba County CWS.
2. Reports will be due no later than 10 days after the end of the report month. If the 10<sup>th</sup> day falls on a weekend or holiday the report will be due the following work day.  
Reports will be sent to:  
Differential Response Program  
Yuba County Child Welfare Services Division  
P.O. Box 2320  
Marysville, CA 95901
3. Reimbursement for expenses for the month will not be authorized until the monthly reports and invoices are received and approved by the Child Welfare Services Program Manager.

**D. Evaluation**

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

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
- Interviews or telephone surveys

## **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:

1. **Introduction:**

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

2. **Qualifications:**

Briefly describe the applicant organization's qualifications to operate the proposed program, including a description of the organization's expertise in child welfare.

(Value = 5%)

3. **Need/problem:**

Clearly identify unmet prevention as reported in the 2010 County Self Assessment..

(Value = 10%)

**4. Program:**

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.

Describe the proposed program, each service, and how the services will meet the needs of families of children at risk. Each service must be linked to unmet needs identified in the 2010 County Self Assessment. Describe how the services will be delivered, and the method of determining eligibility. Give a breakdown of tasks to be used in completing the program, with time lines.

Please note similar existing services within Yuba County and describe enhancements or expansions of services the program will provide without creating a duplication of services. Applicants are required to describe how they 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

Parent/family involvement is an important component in program design and implementation. Describe how parent/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.

Applicants are required to include public education and outreach as part of their 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.

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.

Please attach a **Programmatic organizational chart** depicting where this program will fit into your organization. Describe how services will be culturally and linguistically appropriate to populations served.

(Value = 40%)

**5. Evaluation:**

Evaluation of the funded CAPIT/CBCAP program is a critical function in assuring program effectiveness and efficiency.

a. Please describe your organization's capacity to transmit evaluation data

*electronically* to the funder via email.

- b. 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.
- c. 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.  
(Value = 25%)

**6. 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.

(Value = 10%)

**B. Budget**

Complete the *Cost Justification Worksheet* (Attachment 5), 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 \$120,123.00 each year. Include sufficient information to give a clear description of how the money 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 10percent of the funded amount may be included in your budget to cover administrative costs.

(Value = 10%)

**C. 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.

**D. 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).

## **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 in the Gold Fields Room located at 5730 Packard Avenue, Marysville, California, on Wednesday March 30, 2011 from 1:00 p.m.-3:00 p.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](mailto:troach@co.yuba.ca.us).

## **PROPOSAL DEADLINE**

**One (1) original and eight (8) copies (9 total) must be received on or before April 22, 2011 no later than 5:00 p.m. *Faxed proposals will not be accepted.***

Proposals must be ***delivered*** in envelopes to the Main reception area at:

Yuba County Health and Human Services  
Administration Department  
5730 Packard Ave  
Marysville, California  
Attn: Tony Roach, Program Manager

## **NO PROPOSAL WILL BE ACCEPTED AFTER THIS DATE AND TIME.**

Proposals must be clearly labeled "***Differential Response Proposal***" on the front of each envelope. It is the sole responsibility of the applicant to see that the proposal is received by the Tony Roach, Program Manager prior to the deadline noted above.

**Proposals received beyond the deadline will not be considered.**

## **TIMELINE FOR PROPOSAL**

<b>Date</b>	<b>Milestone</b>
March 23, 2011	Release / Post RFP notice
March 30, 2011	Applicant's Conference
April 22, 2011 5:00 p.m.	Close RFP – all proposals received no later than 5:00 p.m.
April 25-29, 2011	Proposal Review Committee evaluates all proposals
May 5, 2011	Committee recommends award to successful applicant; all applicants notified of recommendation; begins protest period
May 12, 2011	Protest period ends
May 27, 2011	Completion of negotiation, finalization and submission of contract (along with finalized Board Resolution) to County Counsel for expedited review
June 2011	Board review and approval of award, contract and Board Resolution

## **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 May 12, 2011, to:

**Doug McCoy, Director**  
Administrative Services  
915 8<sup>th</sup> St. Suite 119  
Marysville, California 95901

## **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 displays an example of an in-depth cost justification worksheet.

Please create and complete an operating budget utilizing the *Cost Justification Worksheet* format shown in Attachment 5 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.

## **COMPLETION OF THE COST JUSTIFICATION WORKSHEET**

### **1. 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.

### **2. 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:

Counselor II: 150 sq ft x \$1.00 per sq ft. x 80% x 12 mos. = \$1,440  
Interv. Coord: 150 sq ft x \$1.00 per sq ft x 50% x 12 mos. = \$ 900  
Total Rent \$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.*

### **3. 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.

**4. 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.

**5. 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.

**6. 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.*

**7. 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.

**8. Invoice:**

Contractors will be required to submit a summary invoice for payment on a monthly basis by the specified deadline and in the format specified (Attachment 6). 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.

**9. 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.

**SAMPLE COST JUSTIFICATION WORKSHEET**

**PERSONNEL EXPENSE:**

<b>Salary</b>	<b>% of Time</b>		<b>Annual Amount</b>	
<u>Position/Class.</u>	<u>Name</u>	<u>to Serv.</u>	<u>Salary</u>	<u>to Service</u>
Counselor II	J. Jones	80%	\$2,800/mo.	\$26,880
<i>(Salary range x % of time x number of pay periods)</i>				
Intervention Coord.	S. Gee	50%	\$10.00/hr	\$10,400
<i>(Hourly wage x Hours per week x number of pay periods)</i>				
<b>Total Salaries</b>				<b><u>\$37,280</u></b>

<b>Benefits</b>	<b>% of Time</b>		<b>Annual Amount</b>	
<u>Postion./Class</u>	<u>Type</u>	<u>to Serv.</u>	<u>Rate</u>	<u>to Service</u>
Counselor II	Health Ins.	80%	\$200/mo	\$ 1,920
	Work Comp.	80%	\$ 50/mo	\$ 480
Intervention Coord.	Health	50%	\$200/mo	\$ 1,200
	Work Comp.	50%	\$ 50/mo	\$ 500
<i>(% FTE x actual benefit rate of Employer paid benefits; i.e. Health insurance, Unemployment Insurance, Worker's Compensation, Medicare, Retirement.)</i>				
<b>Total Benefits</b>				<b><u>\$ 4,100</u></b>

**Total Personnel Expense** **\$41,380**

<b><u>OPERATING EXPENSE</u></b>	<u>Methodology</u>	
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 meeting & 3-day conference	\$ 1,250
Training	Registration and fees for contract staff	<u>\$ 250</u>
<b>Total Operating Expense</b>		<b>\$ 8,061</b>

<b><u>SUBCONTRACTORS</u></b>	<u>Methodology</u>	
XYZ Agency	50% of \$833.32 monthly salary X 12 for consultant services	<b>\$ 5,000</b>

<b><u>INDIRECT</u></b>	<u>Methodology</u>	
	Departmental administrative costs, including contract, policy, and procedure admin.	<b>\$ 4,138</b>

<b><u>DIRECT</u></b>	<u>Methodology</u>	
	Direct costs associated with services delivered to families; bus passes, gas cards, cleaning supplies (estimated at \$210.00 per family)	<b>\$ 5,250</b>

**TOTAL ANNUAL AMOUNT TO SERVICE** **\$ 63,829**

**Cost Per Service Unit** **\$ 531.91**  
*Total Annual Amount divided by 12 mos. divided by 10 families per mo.*

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT for \_\_\_\_\_ 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:

Termination Date:

5. The term of this Agreement shall become effective on \_\_\_\_\_, and shall continue in force and effect for a period of \_\_\_\_\_ ( ) year(s), unless sooner terminated in accordance with the terms of this Agreement.

6.

7. 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-4.

**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.**

(Name of Position, not person), is the representative of the COUNTY and will administer this Agreement for the COUNTY. \_\_\_\_\_ 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

**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 \_\_\_\_\_, 2011.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

\_\_\_\_\_  
Doug McCoy,  
Purchasing Agent

\_\_\_\_\_  
Owner

INSURANCE PROVISIONS APPROVED

\_\_\_\_\_  
Martha K. Wilson,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  
Angil P. Morris-Jones  
County Counsel

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Suzanne Nobles, Director  
Yuba County Health and  
Human Services Department

## **ATTACHMENT A**

### **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. If there are no provisions to be included in this attachment, state, "There are no applicable provisions under this Attachment C for this Agreement.")

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 thirty (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":

Suzanne Nobles  
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 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONTRACTOR":

**ATTACHMENT E**

**INSURANCE PROVISIONS**

(Please check with Risk Manager for specific \$ amount requirements)

**E.1 MINIMUM SCOPE OF 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 and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

**E.1.1 Coverage shall be at least as broad as:**

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

**E.1.2 Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than:

- |  |   |  |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | <b>\$1,000,000</b>                      | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:   | <b>\$1,000,000</b>                      | Per accident for bodily injury and property damage.  |
| 3. Workers’ Compensation:  | As required by the State of California. |  |
| 4. Employer’s Liability:   | <b>\$1,000,000</b>                      | Each accident, <b>\$1, 000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.   |
| 5. Professional  | <b>\$1,000,000</b>                      | Per occurrence.  |

Errors and  
Omissions  
Liability (if  
required):

**E.1.3 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**E.1.4 Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

**E.2 Waiver of Subrogation.** CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all worked performed by the CONTRACTOR, its employees, agents and subcontractors.

**E.3 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A: VII unless otherwise acceptable to the COUNTY.

**E.4. Verification of Coverage.** CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**E.5 Sub-contractors.** CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

**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. 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:  
\_\_\_\_\_

**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						Families
	ages 0 - 5		ages 6 - 18		Adults (19 years - older)		
	w/o disabilities	w/disabilities	w/o disabilities	w/disabilities	w/o disabilities	w/disabilities	
Family Counseling							
Parent Education and Support							
Home Visiting							
Psychiatric Evaluations							
Respite Care							
Day Care/Child Care							
Transportation							
Multidisciplinary Team Services							
Teaching and Demonstrating Homemakers							
Family Workers							
Temp In-Home Caretakers							
Health Services							
Special Law Enforcement							
Voluntary Home Visiting							
Parenting Program (Classes)							
Parent Mutual Support							
Family Resource Center							
Family Support Program							
Other: Specify							
Other: Specify							
Other: Specify							
Other: Specify							
<b>TOTALS</b>	0 to 5 w/o disabilities	0 to 5 w/ disabilities	6 to 18 w/o disabilities	6 to 18 w/ disabilities	Adults w/o disabilities	Adults w/ disabilities	Families
	0	0	0	0	0	0	0

Service Goals and Outcome Summary Report for the Month of:

Client Characteristics:	Total number of clients receiving services						Gender			
	ages 0-5		ages 6-18		Adults (19year-older)		Children		Adult	
	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	Female	Male	Female	Male
White (non-Hispanic)										
Hispanic										
Black										
Asian										
Native American										
Other (specify)										
<b>TOTALS</b>	0-5 w/o disabilities	0-5 w disabilities	6-18 w/o disabilities	6-18 w disabilities	Adults w/o disabilities	Adults w disabilities	Female	Male	Female	Male
	0	0	0	0	0	0	0	0	0	0

  

Agency Centered Activities:	NUMBER OF PARTICIPANTS				
	Parent(consumer of services)	County agency staff	Private nonprofit staff	Child Abuse Council Staff	Other (specify)
State or Regional Training					
Peer Review					
Evaluation/Research					
Other (Specify)					

(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:** \_\_\_\_\_

**Agency Official Authorized 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.*

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Signature**

**Priority Geographic Area of Service:** \_\_\_\_\_

**COST JUSTIFICATION WORKSHEET**

**PERSONNEL EXPENSE:**

<b>Salary</b>		% of Time		Annual Amount
<u>Position/Class.</u>	<u>Name</u>	<u>to Serv.</u>	<u>Salary</u>	<u>to Service</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Salaries				_____

<b>Benefits</b>		% of Time		Annual Amount
<u>Position/Class</u>	<u>Type</u>	<u>to Serv.</u>	<u>Rate to Service</u>	<u>to Service</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Benefits				_____

**Total Personnel Expense** \_\_\_\_\_

<b><u>OPERATING EXPENSE</u></b>	<u>Methodology</u>	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Operating Expense \_\_\_\_\_

<b><u>SUBCONTRACTORS</u></b>	<u>Methodology</u>	
_____	_____	_____

<b><u>INDIRECT</u></b>	<u>Methodology</u>	
_____	_____	_____

<b><u>DIRECT</u></b>	<u>Methodology</u>	
_____	_____	_____

**TOTAL ANNUAL AMOUNT TO SERVICE** \_\_\_\_\_

Cost Per Service Unit \_\_\_\_\_

**INVOICE FORMAT**

Contractor's Name:

Contractor's Address:

Contact Name & Phone Number:

Period of Service:

<b><u>Services</u></b>		<b><u>Invoice</u></b>	
<u>Type</u>	<u>Rate Basis</u>	<u># of Services</u>	<u>Amount</u>
_____	_____	_____	_____
<b><u>Invoice Grand Total</u></b>			_____

**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 form to:*  
Yuba County Health and Human Services Department  
Attention: Fiscal  
P.O. Box 2320  
Marysville, CA 95901