

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

522



FROM: Department of Public Social Services

SUBMITTAL DATE:
November 1, 2011

SUBJECT: Approval to release Request for Proposal (RFP) to Procure Contractors for Child Abuse Prevention and Treatment Services

RECOMMENDED MOTION:

That the Board of Supervisors authorize the Department of Public Social Services (DPSS), in conjunction with Prevent Child Abuse Riverside County (PCARC) to release the attached RFP's #PUARC-1185, PUARC-1186, PUARC-1187, PUARC-1196 and PUARC-1197 for child abuse prevention and treatment services for Fiscal Years 2012-2013 through 2014-2015.

BACKGROUND:

Every three years, the State Office of Child Abuse Prevention sets forth criteria for the utilization of three funding sources – Child Abuse Prevention Intervention and Treatment (CAPIT), Community-Based Child Abuse Prevention (CBCAP) and Promoting Safe and Stable Families (PSSF).

(continued – 3 pages in total)

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11-12

SOURCE OF FUNDS: n/a

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

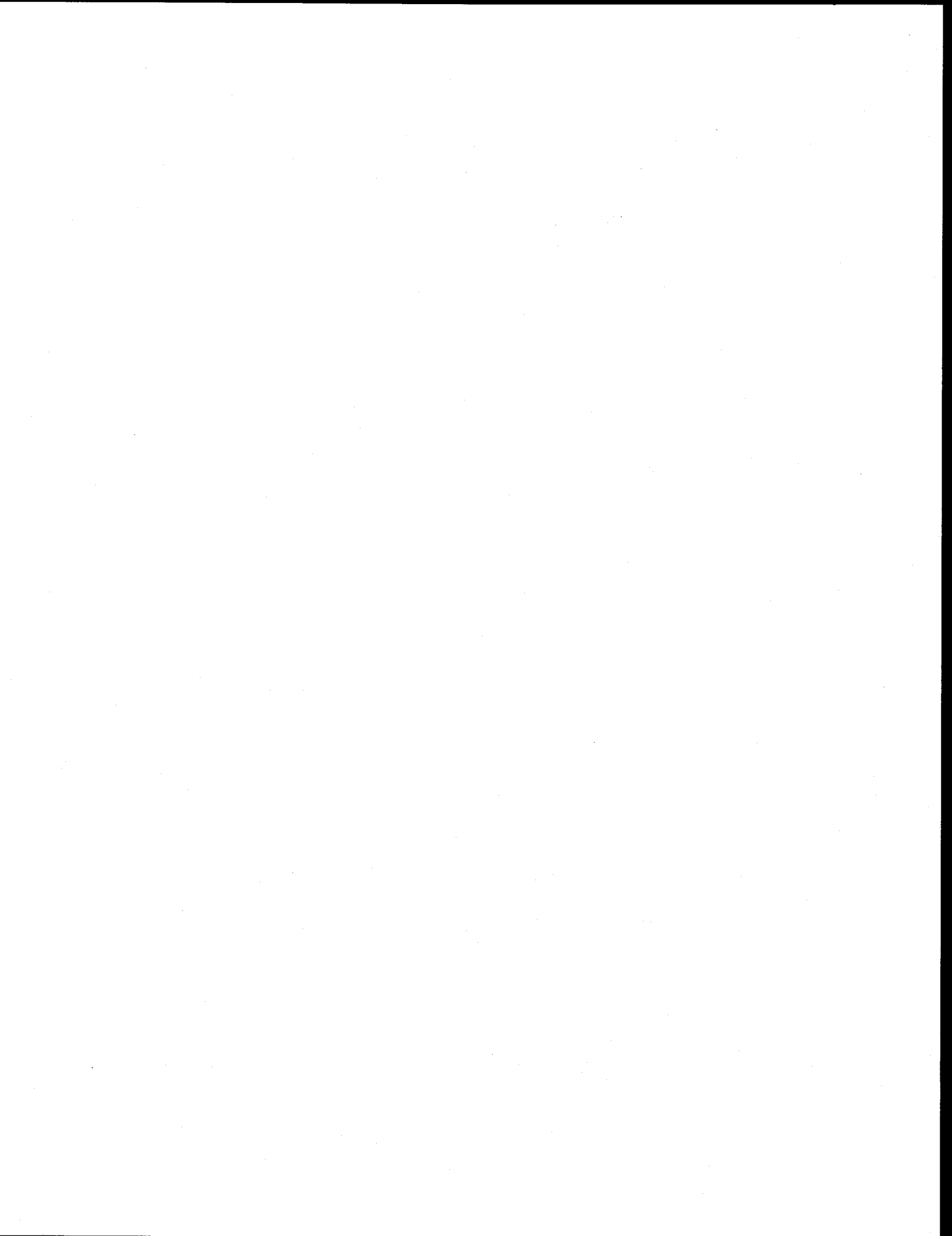
Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: October 25, 2011
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.21

Purchasing: *[Signature]* Mark Seiler, Assistant Director
 Departmental Concurrence
 Policy Policy
 Consent Consent
 Dep't Recomm.:
 Per Exec. Ofc.:



TO: BOARD OF SUPERVISORS

DATE: October 25, 2011

SUBJECT: Approval to release Request for Proposal (RFP) to Procure Contractors for Child Abuse Prevention and Treatment Services

BACKGROUND (Continued):

The State requires counties to conduct a needs assessment to identify priority services related to child abuse prevention and treatment. The results of the needs assessment in combination with the priorities identified in the County's self-assessment and system improvement plan forms the basis for requesting services throughout the county to meet these needs.

On May 24, 2011 (Agenda #3.48), your Board received and filed the 2011 Prevent Child Abuse Riverside County (PCARC) Needs Assessment for Riverside County. Results of the Needs Assessment ranked the five highest service priorities most important to the prevention of child abuse by service providers. They are as follows:

1. Individual, conjoint, family, or group counseling services designed to prevent the occurrence of child maltreatment or domestic violence.
2. Anger Management classes designed to stop abusive and violence incidents by teaching alternative methods of expressing emotions, how to negotiate difference and by holding offenders accountable for their behavior.
3. Mental health counseling for children.
4. Services for youth who ago out of the foster care system, e.g., housing, health and safety employment and education.
5. Parent Education classes for adults who need assistance strengthening their emotional attachment to their children, learning how to nurture their children, and understanding general principles of discipline, care and supervision.

In recognition of the limited funding available, the needs identified were grouped in two categories - those services that would have the most significant impact on child abuse prevention and treatment, and services for which other funding sources may be available.

To ensure fair competition, DPSS adheres to the Board of Supervisor's BRUTE policy and the Board of Supervisors Policy A-18, "Procedures for Contracting for Professional and Personal Services." The RFP will be advertised on the County Purchasing & Fleet Services Department web site and mailed or emailed to over fifty (50) current and previous contractors and bidders. In addition, the proposals received and identified as "responsive" will be evaluated by a group of independent evaluators selected by PCARC. The evaluators selected have extensive knowledge and expertise working with the target population. Although price will be a key factor, the effectiveness of the proposal, the background and experience of the bidder will also be evaluated in addition to the bid price. After proposal evaluation and negotiations, DPSS will present the proposed awarded vendors to the Board for approval in Spring 2012 with the goal of starting the new contract cycle on July 1, 2012.

Through these RFP's, the independent evaluators will select multiple contractors to provide child abuse prevention and treatment services. In addition to evaluating the proposals themselves, the evaluators will also be considering the extent to which these services will further the following objectives: Reducing the rate of recurrence of abuse and/or neglect in homes where children were not removed subsequent to child abuse investigation, and reducing the rate of foster care re-entry.



TO: BOARD OF SUPERVISORS

DATE: October 25, 2011

SUBJECT: Approval to release Request for Proposal (RFP) to Procure Contractors for Child Abuse Prevention and Treatment Services

BACKGROUND (Continued):

DPSS anticipates the awarded contract amounts resulting from these RFP's will be an aggregate total of \$2,633,430 and will include Parenting, In-Home Parenting, Counseling, Anger Management, Domestic Violence, Time Limited Reunification (Court-Substance Abuse), Substance Abuse, Program Evaluator services, and Family Partners Program.

DPSS reserves the right to make minor modifications to the RFP's prior to release.

FINANCIAL IMPACT: Funding for the resulting contracts will be 100% State and Federal funds.

ATTACHED:

PUARC-1185

PUARC-1186

PUARC-1187

PUARC-1196

PUARC-1197

CONCUR/EXECUTE – County Purchasing & Fleet Services

SL:ko



REQUEST FOR PROPOSAL # PUARC-1185

FAMILY PRESERVATION COURT SERVICES



By:
Mark Whitesell, Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
(951) 955-4937 / (951) 955-3730 (fax)
Email: mawhites@riversidedpss.org
NIGP Code(s):96258

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED

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INSTRUCTIONS TO BIDDERS

Buyer: Mark Whitesell Email: mawhites@riversidedpss.org
Visit our Website: www.purchasing.co.riverside.ca.us
Telephone: (951) 955-4937

- I. Contractor Registration – Unless stated elsewhere in this document, Contractor must register online at www.Purchasing.co.riverside.ca.us with all current Contractor information, to be registered on the County's database.
- II. Prices/Notations – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. Period of Firm Pricing – Unless stated otherwise elsewhere in this document, prices shall be firm for 180 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
- IV. Method of Award – The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- V. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
- VI. Return of Bid/Closing Date/Return to – The bid response shall be delivered to **Riverside County Administrative Center, Clerk of the Board of Supervisors, 4080 Lemon St. 1st Floor, Riverside, CA 92501 by 2:00 p.m.** on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- VII. Auditing – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- VIII. Disabled Veteran Business Enterprise Preference – The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P

Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

- | | | | |
|--|---|---|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> EXHIBIT (A-C) | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110 | Special Conditions/Response | <input type="checkbox"/> 116-150 | Special Conditions RFP |
| <input type="checkbox"/> #116-140 | Special Conditions Personal/Professional Services RFP | <input type="checkbox"/> 116-130 | Equipment Information Sheet |

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

- | | | | |
|--|--|-----------------------------------|--|
| <input type="checkbox"/> #116-200 | General Conditions | <input type="checkbox"/> #116-210 | General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230 | General Conditions - Equipment | <input type="checkbox"/> #116-220 | General Conditions - Public Works |
| <input checked="" type="checkbox"/> #116-240 | General Conditions - Personal/Professional Service | | |

APPENDIX A

1.0 PURPOSE

The County of Riverside, Department of Public Social Services (DPSS) is seeking proposals from qualified parties interested in contracting with the County of Riverside, Department of Public Social Services (DPSS) to provide child abuse, neglect prevention, and treatment services. DPSS Children's Services is seeking community-based services that provide comprehensive, well coordinated, and evidence-based programs to strengthen and support families and reduce the likelihood of child abuse and neglect. The County is committed to partnering with community based agencies to achieve the following child welfare outcomes:

- Children are, first and foremost, protected from abuse and neglect.
- Children are safely maintained in their own 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 education needs.
- Children receive adequate services to meet their physical and mental health needs.

The bidder's services should be consistent with the County's goal to improve child welfare outcomes for child safety, permanency, and family and child well-being and be responsive to the 2011 County Needs Assessment and the 2009 County System Improvement Plan (SIP). Bidders are strongly encouraged to refer to the Needs Assessment (http://pcariverside.org/wp-content/uploads/2010/10/2010_Needs_Assessment.pdf) and the County's 2009 SIP (<http://www.dss.cahwnet.gov/cfsweb/res/SIPs/2009-2012SIPRiverside.pdf>) in the development of their proposal. The services identified as being needed in the County in the 2011 Needs Assessment are the basis for this RFP.

Further, DPSS works diligently to ensure that all available services are easily accessible, linked to additional supportive resources outside the child welfare system (CWS), and are culturally competent.

The County of Riverside has the right to split this bid among multiple Contractors.

2.0 TIMELINE

TIMELINE	DATES
<p>2.1 RELEASE OF REQUEST FOR PROPOSAL</p>	<p>Tuesday, October 25, 2011</p>
<p>2.2 NON-MANDATORY BIDDERS MEETING Location: County of Riverside Purchasing and Fleet Services 2980 Washington Riverside, CA 92504</p>	<p>Monday, November 7, 2011 Time: 10:00 am</p>
<p>2.3 DEADLINE FOR SUBMISSION OF QUESTIONS E-mail: mawhites@riversidedpss.org krichar@riversidedpss.org Mail: County of Riverside Purchasing and Fleet Services Attn: Mark Whitesell - # PUARC-1185 2980 Washington Street Riverside, CA 92504</p>	<p>Must be received in writing by: Monday, November 14, 2011 Time: <u>1:00 pm</u> Include RFP # PUARC-1185 on all inquiries</p>
<p>2.4 DEADLINE FOR PROPOSALS</p>	<p>Monday, December 5, 2011 Time: <u>2:00 pm</u> ALL PROPOSALS MUST BE DELIVERED TO: Riverside County Administration Center Clerk of the Board of Supervisors 4080 Lemon Street, 1st Floor Riverside, CA 92501 RFP #PUARC-1185</p>
<p>2.5 TENTATIVE DATE FOR AWARDING RFP Approximately 60 to 120 days after the RFP closes. The County of Riverside expects to have a Contractor(s) in place on or before 7/1/12.</p>	<p>The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.Purchasing.co.riverside.ca.us</p>

2.6 Inquiries: All inquiries must be submitted on or before the last day for questions. Please refer to "Section 2.0 Timeline" for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP number PUARC-1185, to the attention of the Procurement Contract Specialist.

3.0 PERIOD OF PERFORMANCE

The period of performance shall be for 3 year(s), renewable in one-year increments, with the completion date of June 30, 2015 with no obligation by the County of Riverside to purchase any specified amount of services.

4.0 DEFINITIONS

Wherever these words occur in this RFP, they shall have the following meaning:

- 4.1 "Addendum" refers to an amendment or modification to the RFP (Request for Proposals).
- 4.2 "Anger Management" is defined as the process of learning to increase the positive aspects/functions of anger and decrease the negative functions. The goals are to communicate feelings, problem solve, take control of a situation, and to avoid unnecessarily defending oneself or becoming aggressive. Anger Management Groups do not address the attitudinal beliefs (i.e. entitlement, use of power and control tactics, etc.) that are an integral part of the cycle of domestic violence. Anger Management programs are designed to educate people who have a global problem with anger.
- 4.3 "Bid" refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- 4.4 "Bidder" refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 4.5 "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- 4.6 "CAPIT" shall mean the Child Abuse Prevention, Intervention and Treatment Program.
- 4.7 "CBCAP" shall mean the Community Based Child Abuse Prevention Program.
- 4.8 "CDSS" refers to the California Department of Social Services.
- 4.9 "CEBC" refers to the California Evidenced-Based Clearinghouse for Child Welfare.
- 4.10 "Clerk of the Board of Supervisors" refers to the County of Riverside's Clerk of the Board of Supervisors, which has responsibility for receiving the Proposals from this RFP.
- 4.11 "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor, Vendor and Bidder are used interchangeably.
- 4.12 "Counseling Services" refers to services designed to prevent the occurrence or reoccurrence of child maltreatment or domestic violence events, to prevent the unnecessary separation of children from their families, and to ensure permanency by maintaining or reuniting children with their parents, adoptive parents, kinship providers, or legal guardians.
- 4.13 "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- 4.14 "County" refers the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- 4.15 "Cultural competence" is defined as a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. 'Culture' refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. 'Competence' implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities.
- 4.16 "Drug Court" refers to Family Preservation Court.
- 4.17 "Domestic Violence" is defined as is defined in Section 6211 of the California Family Code as, "abuse

perpetrated against any of the following persons:

- (a) A spouse or former spouse.
- (b) A cohabitant or former cohabitant, as defined in Section 6209.
- (c) A person with whom the respondent is having or has had a dating or engagement relationship.
- (d) A person with whom the respondent has had a child, where the presumption applies that the male parent is the father of the child of the female parent under the Uniform Parentage Act (Part 3 commencing with Section 7600) of Division 12).
- (e) A child of a party or a child who is the subject of an action under the Uniform Parentage Act.
- (f) Any other person related by consanguinity or affinity within the second degree."

- 4.18 "Domestic Violence Groups" are defined as a group to educate persons who have perpetrated domestic violence against their partners and children.
- 4.19 "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- 4.20 "Evidence-Based" is defined as a practice consistent with the best research available, intersect with sound clinical judgment and experience, and aligned with the goals and values of the client being served. All proposals must follow the Evidence Based models stipulated in Section 6.0 this RFP.
- 4.21 "FPC" refers to the Family Preservation Court, consisting of representatives from DPSS, the court and the Contractor.
- 4.22 "FPC Steering Committee" evaluates and advises in the design and operation of the FPC program.
- 4.23 "Family Preservation Services" refers to services defined by the Social Security Act SEC. 431. [42 U.S.C. 629a] (a)(1) as services for children and families designed to help families (including adoptive and extended families) at risk or in crisis.
- 4.24 "Family Support Services" refers to services defined by Social Security Act SEC. 431. [42 U.S.C. 629a] (a)(2) as community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable, and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development.
- 4.25 "HIPAA" refers to the Health Insurance Portability Accountability Act.
- 4.26 "Intervention Services" refers to services designed to identify and assist high-risk families to prevent abuse or neglect.
- 4.27 "Licensed clinical therapist" refers to a Marriage and Family Therapist (MFT), Licensed Clinical Social Worker (LCSW) or Psychologist, or a direct supervised status as a MFT Intern/Trainees, LCSW Associate or Psychological Assistant. Credentials of all facilitators must be current, active and in clear status with the State of California Board of Behavioral Science for the entire duration of the contract.
- 4.28 "Parenting Education Classes" refers to services intended for those adults who need assistance in strengthening their emotional attachment to their children, learning how to nurture their children, as well as understanding general principles of care and supervision. These classes are generally performed within a group setting.
- 4.29 "Prevention Services" refers to community based and prevention focused programs and activities to strengthen and support families to prevent child abuse and neglect.
- 4.30 "PCARC" refers to Prevent Child Abuse Riverside County; Riverside County's designated lead agency in child abuse prevention and the parent organization which coordinates the County's eight regional child abuse prevention councils as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section 18983.5).

- 4.31 "PSSF" refers to Promoting Safe and Stable Families.
- 4.32 "Qualified interpreter" is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.
- 4.33 "RFP" refers to Request for Proposal.
- 4.34 "Time Limited Reunification" refers to services defined by Social Security Act Sec. 431. [42 U.S.C. 629a] (a)(7) as the services and activities that are provided to a child who is removed from the child's home and placed in foster family home or a child care institution and to the parents or primary caregiver of such a child, in order to facilitate the reunification of the child safely and appropriately within a timely fashion, but only during the 15-month period that begins on the date that the child, is considered to have entered foster care.
- 4.35 "W&I Code" refers to the California Welfare and Institutions Code.

5.0 EVALUATION PROCESS

5.1 Proposals may be evaluated based on the criteria listed below, to include but not limited to:

Criteria	Weight
Bidders response to the Scope of Work, and addressing all points in Section 8.0	50%
Overall cost to the County	30%
Bidder's general experience	20%
Financial status	Pass/fail
Clarifications, Exceptions or Deviations	Pass/fail

5.2 All proposals will be given thorough review. All contacts during the review selection phase will only be conducted through the Riverside County Purchasing Department. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor.

5.3 All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

6.0 PROGRAM INFORMATION

6.1 Key Principles

The primary goals of the Family Preservation Court Program are to prevent the occurrence or recurrence of child abuse and neglect; to prevent the unnecessary separation of children from their families; to improve the quality of care and services to children and their families; and to ensure permanency for children by reuniting them with their parents.

Family Preservation Court is an intensified, minimum of one-year court-supervised substance abuse recovery program. It is designed to enhance the sobriety efforts of parents in dependency matters and to enable children to be safely maintained or returned to them.

Bidders must propose evidence-based programs and address the following key principles:

- The welfare and safety of children and of all family members should be maintained while strengthening and preserving the family. It is advantageous for the family as a whole to receive services which identify and enhance its strengths while meeting individual and family needs.
- Services should be easily accessible, often delivered in the home or in community-based settings, and they should respect cultural and community differences. In addition, they should be flexible, responsive to real family needs, and linked to other supports and services outside the child welfare system.
- Services should involve community organizations and residents, including parents, in their design and delivery.
- They should be intensive and effective in keeping children safe and meeting family needs, varying between preventive and crisis services.

6.2 Program Objectives

- To provide integrated alcohol and other drug treatment services in collaboration with DPSS, law enforcement and juvenile court dependency systems
- To use a no adversarial and a strength-based approach when working with families who require substance abuse treatment within the process of the juvenile court dependency system
- To provide eligible clients with early and prompt services upon referral to the FPC Program
- To provide access to a continuum of alcohol, drug, and other related treatment/rehabilitation and family support services
- To provide case management and intensified supervision, referrals, and follow up
- To provide evidence-based parenting education services, relapse prevention, and recovery workshops as a component of treatment
- To monitor abstinence through frequent alcohol and other drug testing
- To provide a coordinated strategy to ensure client compliance with substance abuse treatment program and CSD case plan
- To provide ongoing judicial interaction with each client
- To monitor and evaluate the achievement of program goals to gauge program effectiveness
- To develop multi-agency service coordination with the juvenile court, DPSS, community-based organizations and other key agencies to enhance treatment services and support for clients

6.3 Program Outcomes

The FPC Program promotes recovery to parents dependent of alcohol and other drugs through a coordinated and comprehensive team approach, including cooperation and collaboration of officers of the court (e.g., judges and counsels), DPSS staff, local service providers and the FPC service provider. The therapeutic team should maintain frequent, regular communication to ensure that responses to compliance and noncompliance are swift and coordinated.

- Reduce substance use for parents in the FPC Program
- Reduce the percentage of clients who are re-referred to CSD for child abuse or neglect while in the FPC program, or within one year of completing the program
- Increase the number of clients who complete treatment and graduate from the FPC Program
- Improve overall family functioning
- Expand client's formal and informal family support network

6.4 Target Population

Historically, the County has provided the FPC Program to 85 families per year. The parents and their children will receive intensive support services provided by the Contractor. Eligibility criteria for the FPC include, but are not limited to, having:

- been referred to the Children's Services Division, or having an open dependency case
- a child(ren) between the ages of 0 - 18, and
- a client who admits to having a substance abuse problem.

Contractors must provide a case manager's office within each of the three (3) court geographic areas of the County. If an office is not provided, the Contractor shall maintain communication with the court in order to meet with parents referred directly from the court room.

The court geographic areas are as follows:

- 1) Western Riverside Region – The Court is located at: 4175 Main Street, Riverside, CA 92501
- 2) Eastern Region – The Court is located at: 42-200 Oasis Street, Indio, CA 92201.
- 3) Southwest Region – The Court is located at: 880 N. State Street, Hemet, CA 92543

7.0 GENERAL PROPOSAL SUBMITTAL

- 7.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFP.
- 7.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 7.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 7.4 Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- 7.5 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 7.6 Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 7.7 Faxed or emailed proposals will not be accepted.
- 7.8 All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal."
- 7.9 One (1) original and six (6) additional copies, each in a 3 ring binder for ease of opening by evaluators.
- 7.10 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with Tabs A – J, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- 7.11 Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder)
- 7.12 Contractors may be asked to submit one (1) (Microsoft Word or PDF document formatted on a virus free CD) for one of the original binders. DO NOT INCLUDE IN YOUR PROPOSAL until requested by County at a later date.
- 7.13 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 7.14 All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

8.0 REQUIRED FORMAT OF PROPOSALS

Any Bidder who wishes to have this RFP in electronic format may send an email request to: MAwhites@riversidedpss.org. Please copy kirichar@riversidedpss.org

Please provide Tabs A - J in your proposal

Tab A Proposal Checklist

Instructions:

- This section must be filled in and each item checked off to ensure all items requested by the County in this RFP have been submitted.
- Follow the instructions in each section of the RFP.
- Present all requested items in the tabs ordered A through J as shown
- Label each item presented and include additional items on your Table of Contents
- All proposals must include a detailed description of each proposed service to be provided
- Bidders that do not follow "Section 8.0 Required Format of Proposals", may be found to be "non-responsive" and disqualified from the bid process

Name of Organization: _____

Service: Family Preservation Court Services

Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal.

- Tab A – Proposal Checklist (*this page*)
- Tab B – Proposal Cover Page (*signed by Authorized Signatory*)
- Tab C – Table of Contents
- Tab D – Company/Agency Profile
 - Child Abuse Mandated Reporter Policy and Procedures
 - Background Checking Procedures
 - Client Confidentiality Procedures
 - Additional Staff Training
- Tab E – Acknowledgements
 - E-1 Clarifications, Exceptions or Deviations
 - E-2 Evidence of Insurability/Business License
 - E-3 Transition
- Tab F – Scope of Services
- Tab G – Service Area Summary

- Tab H – References

Financials

Please provide Items H and I in a clearly marked, sealed envelope. These items should only be included in the Original Proposal.

- Tab I – Cost Proposal & Budget Narrative
- Tab J – Financial Statement

Tab B Proposal Cover Page

This Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of the Department of Public Social Services is soliciting proposals from qualified firms to provide:

FAMILY PRESERVATION COURT SERVICES

There will be a non-mandatory bidder's meeting on:

Date: Monday, November 7, 2011 **Time:** 10:00am

Location: Purchasing & Fleet Services
2980 Washington St.; Riverside, CA 92504

BID CLOSING DATE: Tuesday, December 5, 2011 no later than 2:00 pm.

NO FAXED PROPOSALS WILL BE ACCEPTED

PROPOSALS MUST BE DELIVERED TO:

4080 Lemon St. 1st Floor, Riverside, CA 92501 by 2:00 p.m.

After close of this RFP, the award may be announced within 60- 120 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name:

Street Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # () FAX # ()

Contractor Website:

Name: Title:

Signature: Date:

Email:

Please Check Disabled Veteran

Tab C Table of Contents

This section shall include a comprehensive table of contents that identifies material by Tabs A – J (in the order listed above) and by sequential page numbers.

Tab D Company/Agency Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)
2. Proof of non-profit status, if applicable
3. Company overview of services or activities performed, including:
 - a) The history of the bidder's firm
 - b) The number of years in business under the present business name, as well as prior business names
 - c) Number of years experience providing the proposed, equivalent or related services
 - d) Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
 - e) Company size - number of staff
 - f) Location of the office from which the work under this contract will be provided and the staff allocation at that office
4. Whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.
5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
6. Names of persons with whom the Bidder has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.
7. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract.
8. Include the policy and procedures for the following:
 - a) Child Abuse Mandated Reporter. All program staff, subcontractors and volunteers providing direct services to clients must have training in identifying suspected child abuse and notifying the County.
 - b) Substance Abuse. All program staff must be trained to identify substance abuse and develop a procedure to report to DPSS those clients who appear to be chronic or serious users of alcohol or drugs.
 - c) Provide the bidder's company background checking procedures and company utilized. Bidders must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors and volunteers providing direct services to clients.
 - d) Client Confidentiality. This must include how the organization will keep client information confidential.
 - e) Any additional staff training
9. Include a description of the organization's cultural competency policy, including:
 - a) How staff will work with clients from other cultures
 - b) Describe the process by which bilingual staff or a qualified interpreter are obtained/employed for services, e.g., currently employee, subcontractor, etc.
 - c) Provide a listing of the languages in which the substance abuse services can be currently offered

Tab E Acknowledgements

E-1 Clarifications, Exceptions or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit B and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Subcontractors
- Reporting Requirements
- Confidentiality

Do you have any other exceptions/deviations? If so, please provide an explanation:

E-2 Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

E-3 Transition

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- 1) Continue delivering services to all Clients in all geographic areas currently served in Riverside County until notified otherwise; and
- 2) Assist DPSS in the orderly transition and transfer of Clients and data to DPSS and the subsequent Contractor(s); and
- 3) Provide, in a timely manner, all file and database information deemed necessary by DPSS for use in subsequent contracting activities without additional cost to DPSS or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- 4) Cooperate with DPSS during a transition close-out period to ensure orderly and seamless delivery of services to Clients.

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization

hereby certify that _____ by submission of this proposal in response to the
Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

Tab F Scope of Services

This RFP has a space provided under each question the County has of the Bidder. Bidder may request an electronic copy of this RFP by contacting Mark Whitesell by email at mawhites@riversidedpss.org and Kimberlyn Richardson at Kirichar@riversidedpss.org.

This is a written response to the full Scope of Services. Bidders must address all points in this section. All questions are in italicized font.

Outcomes

8.1 All services must be outcome based and include a method to measure those outcomes.

Bidders must identify their program's outcome and process for measuring outcomes. Bidders must include a narrative for any numerically based outcomes. If using an outcome measure assessment tool, please include it with your response.

BIDDER'S RESPONSE:

Assessment

8.2 Clients will be referred to the FPC Program for initial assessment by the County and the Courts. Clients must complete the assessment within fourteen (14) calendar days from enrollment.

Bidders must include a sample assessment form.

BIDDER'S RESPONSE:

8.3 The Contractor must give clients the following assessments within fourteen (14) calendar days of the referral:

- ASI (Addiction Severity Index) and review the client's history, culture, family, medical/mental health issues.
- NCFAS (North Carolina Family Assessment Survey) to identify other needs within the family and given resources to meet those needs.
- Any pre-school age children must be given the ASQ-3 (Ages and Stages Questionnaires) to determine if there are any learning disabilities.

Bidders must describe the assessment process..

BIDDER'S RESPONSE:

- 8.4 The Contractor will work with the client to determine the Treatment Action Plan, using information from the assessments. This plan will be reviewed and updated every 90 days.

Bidders must provide a sample Treatment Action Plan.

BIDDER'S RESPONSE:

Case Management

- 8.5 The Contractor monitor substance abusing parents, provide one-on-one case management, frequent monitoring and drug testing, and enhance current family intervention programs for parents.

BIDDER'S RESPONSE: In this area, acknowledge you have read the statement above.

- 8.6 Once the Contractor has conducted an initial assessment and the client is eligible for the FPC Program, the Contractor must create a case management file.

Bidders must provide a sample case management file.

BIDDER'S RESPONSE:

- 8.7 The Contractor must create an Individualized Action Plan for recovery and reunification for all clients enrolled in the FPC Program. The Individualized Action Plan identifies the service goals, objectives, activities, and responsibilities, and is developed in collaboration with the client and is updated as needed. This plan shall note all court ordered treatment services, and services the client identifies as helpful to the recovery process. The plan should address the most crucial issues first (i.e. physical and mental) then move to reunification issues if children are still removed. This plan should be a step-by step guide to the participant's recovery and reunification process.

Bidders must provide a sample step-by step Action Plan for a participant's recovery and reunification process.

BIDDER'S RESPONSE:

- 8.8 The Contractor shall provide the FPC case management services in accordance with the most current FPC case management procedures, which are provided the County.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

- 8.9 The Contractor must provide workshops and materials on relapse and relapse prevention to clients.

Bidders must provide a sample workshop presentation format and sample materials to be used for relapses and relapse prevention.

BIDDER'S RESPONSE:

Parenting Curriculum

- 8.10 The Contractor must provide family prevention/intervention curriculum. The Contractor will coordinate with the County to assure participation of the children. If bidding an evidence-based model, Bidders must include documentation, e.g., letter of reference, from the program or evidence-based program trainer.

Bidders must include documentation describing your program's treatment model, and must describe their understanding of the program and their experience providing Evidence-Based programs. If bidding an evidence-based model, Bidders must include documentation, e.g., letter of reference, from the program or evidence-based program trainer verifying the evidence-based model..

BIDDER'S RESPONSE:

8.11 The CEBC (<http://www.cebc4cw.org/>) provides information about research evidence programs being used in California for child welfare services. Proposals must include the following:

- a. **Child Welfare Relevance Rating** - Programs scoring a two (2) or higher will receive a higher evaluation score.
- b. **Scientific Rating Scale** - Programs scoring a three (3) or higher will receive a higher evaluation score.
- c. **Non-Rated Evidence-Based Programs** - Programs that have not been reviewed by the CEBC may also be submitted for award consideration and will be evaluated using the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.

BIDDER'S RESPONSE:

_____ Child Welfare Relevance Rating
_____ Scientific Rating Scale

Not Rated (Contractors must also complete and include the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.)

Community Referrals

8.12 The Contractor shall serve as a community link establishing referrals, Family Resource Centers, community providers, resources, directing individuals in need of additional services beyond the scope of the program. The Contractor shall establish and maintain linkages with alcohol and other drug service providers as necessary to meet the services needs of FPC participants and their families.

Bidders must describe how they will locate and collaborate with other community providers in their proposal.

BIDDER'S RESPONSE:

8.13 The Contractor shall develop and maintain agreements with alcohol and other drug service providers.

Bidders must provide a list of potential alcohol and other drug service providers.

BIDDER'S RESPONSE:

- 8.14 The Contractor shall develop, implement, and maintain written policies, procedures, and service referral protocols to ensure strong, reliable linkages to other alcohol and drug service providers to ensure that appropriate services are provided to participants in accordance with their treatment plans, and to ensure that participant treatment progress, status, and failures are reported to the Contractor.

Bidders must provide sample policies, procedures, and service referral protocols for partnered alcohol and drug service providers.

BIDDER'S RESPONSE:

Urinalysis Drug Testing

- 8.15 The Contractor shall provide random and frequent urine drug testing of participants. Alternate drug testing must be approved by the County and FPC in writing.

Bidders must describe how they will conduct random and frequent drug testing. Bidders must list the drugs and drug detection levels.

BIDDER'S RESPONSE:

- 8.16 Results of all on-site tests shall be provided to the Vendor within one hour of testing. When requested by the court, disputed on-site test results shall be confirmed by an off-site testing facility.

Contractor must provide policy for referring clients to off-site testing facility.

BIDDER'S RESPONSE:

- 8.17 Contractor shall develop, implement, and maintain written drug testing policies, procedures, and protocols in accordance with the most current FPC Program Standards, which will be provided by the County. Policies, procedures, and protocols shall ensure accurate and timely drug testing and reports. Changes in drug testing policies, procedures, and protocols shall not be implemented prior to the County's approval.

Bidders must provide a sample drug testing policy and procedures. Bidders shall explain how policies and procedures are in compliance with the most current SAMHSA drug court standards.

BIDDER'S RESPONSE:

8.18 Contractor is responsible for implementing a hotline for clients to check everyday for drug test requirements.

Bidders must explain how they would implement a randomized drug-testing program with the use of a hotline number. Please provide hotline number. If no number is available, bidders must provide start up plan.

BIDDER'S RESPONSE:

8.19 Alternate drug testing technologies may be used only if the alternative testing technology and service provider are reviewed and approved by the County and the FPC. For required approval, the Contractor shall develop and submit to DPSS and the FPC alternate drug testing documentation and the Contractor's proposed policies, procedures, and protocols. Alternate drug testing may not be implemented prior to DPSS and FPC approval.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

Administration

8.20 The Contractor shall develop, implement, and maintain written program intake policies, procedures, and protocols in conjunction with the FPC Steering Committee to assure accuracy and uniformity.

Bidders must provide a sample of intake policies, procedures and protocols.

BIDDER'S RESPONSE:

8.21 The Contractor and County shall jointly review all proposed changes to the standards, and develop and implement any necessary recommended program service changes. Changes not mandated by the courts, county, state, or federal legislation or law, funding requirements, or regulation will be implemented only after mutual agreement.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.22 The Contractor shall be responsible for transitional services and will coordinate with the existing provider to provide services for existing clients.

Bidder must provide a sample plan for transitional services.

BIDDER'S RESPONSE:

8.23 Case Managers must have the knowledge of child development, child abuse and neglect risk and protective factors, along with basic understanding of child and family dynamics. Case Managements must have a high school diploma or equivalent, and are suggested to be Certified Alcohol and Drug Counselor (CADC).

8.24 Substance Abuse Counselors must be Certified Alcohol and Drug Counselors (CADC) or are registered and working toward certification. Substance abuse counselors will administer treatment programs such as individual and/or group substance abuse services to improve the client's ability to function, enable the client to achieve lasting abstinence, and minimize the medical/social complications of drug use.

8.25 Credentials will be provided for all staff providing services, specifically:

- a) Description of education
- b) General experience
- c) Experience or education related to the RFP project
- d) Letters of reference if available
- e) Copies of applicable current professional licenses, permits, and certificates
- f) Any other information, which will assist in evaluating qualifications

Bidders must provide resumes as credentials of staff providing services

BIDDER'S RESPONSE:

Data and Reporting Requirements

8.26 Monthly Summary Report.

The Contractor shall provide a Monthly Summary Report to DPSS and the FPC by the tenth (10th) workday of each month following the previous month in which services were provided. The report shall include, but is not limited to:

- a. Names of clients in the Program
- b. Clients referred to the Program
- c. Clients completing the intake
- d. Number of clients referred to alcohol and other drug services
- e. Name of clients exiting the program, both successfully and unsuccessfully

8.27 FPC Client Progress Reports

The Contractor shall provide progress reports to the FPC and the referring social workers for each client. Reports shall contain at a minimum a report of each participant's progress with and treatment plan, including but not limited to:

- a. participant attendance in treatment services
- b. quality of client participation, and
- c. any alcohol and other drug test results.

FPC team meetings and sessions are generally scheduled weekly. (Clients attend FPC weekly to monthly depending on their phase in the program.) The Contractor will use the progress reports as a tool to make recommendations to the FPC for clients who require services, sanctions, and/or rewards.

8.28 Positive Drug Test Results

Contractor shall document and report to DPSS and the FPC all positive test results for alcohol or other drugs and any failure to test within one (1) business day of a positive drug test or failure to test.

8.29 Failure to Report

Contractor shall document and report to DPSS all FPC clients who do not report to the FPC Program or any referred services. The Contractor must submit the report within one (1) business day of a client's failure to report to the program or any service.

8.30 Data Collection

Contractor shall maintain and update the court data tracking system. The Contractor will coordinate with the Court for access to the court data tracking system.

8.31 Special Data (Ad-Hoc) Reports

Contractor shall complete special data reports as requested and scheduled by DPSS and agreed upon by the Contractor.

8.32 Awarded Contractors will collaborate with a designated program evaluator and will be required to provide monthly reports. Electronic client-level data will be collected for each client as services are provided to evaluate the designated outcome objective(s).

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above and will provide all required reports.*

Tab G Service Area Summary

In this section, provide all of the following geographic summary area.

- a) Identify the Court Service Area for which you are submitting bids
- b) List each physical address your Company/Organization will provide services.
- c) If you do not have an office currently in the region you wish to serve, include the proposed facilities address you anticipate to acquire to provide these services.
- d) Contractors may list more than one facility for each area. List any additional offices on a separate page.

Area	Current Office (Yes/No)	Address	City	Zip	# of Current Staff in each office	Please list hours of availability to provide services
Western						
Western						
Southwest						
Southwest						
Eastern						
Eastern						

Operation location(s): The Contractor shall maintain a case manager’s office within each of the three court sites (Western Riverside, Southwest, and Eastern) when provided by the court. If an office is not provided, the Contractor shall maintain communication with the court in order to meet with parents referred directly from the court room.

The court geographic areas are as follows:

- 1) Western Riverside Region – The Court is located at: 4175 Main Street, Riverside, CA 92501
- 2) Eastern Region – The Court is located at: 42-200 Oasis Street, Indio, CA 92201.
- 3) Southwest Region – The Court is located at: 880 N. State Street, Hemet, CA 92543

Tab H References

All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or DPSS staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.

1. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
2. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.
4. Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

Please provide one copy of Items H and I in a clearly marked, sealed envelope.

Tab I Cost Proposal & Budget Narrative

In this section, please complete and include the Cost Proposal Sheet and **please submit to the Clerk of the Board under separate cover. Place in a sealed envelope, and include only in the Original Proposal (Not in the copies).** Cost Proposals will be opened after the evaluation of the proposals have been completed. The County reserves the right to negotiate final fees with the selected Contractor(s).

Proposals must fully describe all costs to charges to County as part of this project. As stated in the Cost Proposal, bidders must provide fully inclusive blended rates, which are inclusive all of the bidder's project-related or supported expenses, including travel expenses. Bidders may also include any other documents as information to further explain the proposed costs.

Contracts may be funded with CAPIT funding and will require a ten (10) percent cash or in-kind match. This match can not be from funding provided by the California Department of Social Services. The match must support the goals of child abuse and neglect, prevention and intervention. Funding shall be used to supplement and not supplant child welfare services.

Your budget must show the total cost of running the proposed program. However, the match requirement is figured based on the amount of "Total Award."

EXAMPLE CALCULATION OF MATCH FOR A \$100,000 AWARD

Total Award	\$100,000.00
Plus: 10% match	\$ 10,000.00
Total Program Cost	\$110,000.00

Unit of Service Cost

Proposed Service	Estimated # of Families to be served	Estimated # of Sessions	Total Number of Units the Agency can provide in one year	Total Cost	Cost for each unit of service
Individual Counseling					
Group Counseling					
Urine Analysis (Drug Testing)					

For the services under this RFP, a single Unit of Service consists of the following:

Unit	Description
Individual Counseling	
A unit is one (1) single session with a client.	A single session is 50 minutes of face-to-face time with client and is inclusive of the following: * Case management (documenting notes, contacting social worker) * Administrative support (reporting, making phone calls), and * Operating costs.
Group Counseling	
A unit of group counseling is defined as one (1) group session or more than six (6) clients. Groups with less than six (6) clients will be prorated.	Group counseling is a 90 minute session and is inclusive of the following * Case management (documenting notes, contacting social worker) * Administrative support (reporting, making phone calls), and * Operating costs.
Urine Analysis (Drug Testing)	
A single unit is equal to one (1) drug screen.	Urine Analysis (Drug Test) is inclusive of the following: * Collection and processing * Administrative support, and * Operating costs.

Unit of Service prices are all inclusive, including all expenses and other costs necessary to complete the work specified. Bidder is required to sign each cost proposal. Failure to do so could result in a non-responsive bid.

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
 Printed Name of Agent/Officer Name of Organization

hereby certify that _____ by submission of this proposal in response to the
 Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

H-2 BUDGET NARRATIVE

Complete the Budget Narrative. For each unit of service listed above, provide a formula that justifies the annual cost and a clear narrative of each item.

Cost should reflect expenditures for a full 12 month year. The line-item budget is included for evaluation purposes. The contract when awarded will be unit of service. Prices are all inclusive, including all expenses and other costs necessary to complete the work specified. Bidder must include a **budget narrative** that describes each line item.

Description	Dollar Amount	
	PER HOUR	PER YEAR
SALARIES (Per Position) – Also indicate full-time equivalent (FTE) per position		
	\$	\$
	\$	\$
	\$	\$
BENEFITS	\$	\$
TOTAL SALARIES & BENEFITS		\$
OPERATING COSTS		
		\$
		\$
		\$
		\$
TOTAL OPERATING COSTS		\$
ADMINISTRATIVE COSTS		
		\$
		\$
TOTAL ADMINISTRATIVE COSTS		\$
TOTAL BUDGET		\$

SIGNED: _____

DATE: _____

Tab J Financial Statement

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity.

Financials should provide sufficient detail to assure the County of Riverside that bidder can support services being offered and as a Contractor the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

Please place financials in a separate envelope and mark "Confidential" if your agency requires this to be kept confidential. The County cannot guarantee that the financials submitted will be kept confidential.

Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed enveloped and marked "Confidential.")

9.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us.

10.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit B. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

11.0 HIPAA BUSINESS ASSOCIATE ADDENDUM

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as Exhibit C, to warrant that, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

12.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not

commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

13.0 CONFIDENTIALITY AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

If the proposal is accepted and an agreement with the County is entered into, the Contractor will be required to sign the most current HIPAA Business Associate Addendum. If the HIPAA Associate Addendum is revised, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

14.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

Exhibit A – Non-Rated Evidence-Based Program Checklist

Non-Rated Evidence-Based Program Checklist

THIS CHECKLIST IS ONLY FOR PROGRAMS THAT HAVE NOT BEEN REVIEWED BY THE CEBC (<http://www.cebc4cw.org/>).

Name of Program/Practice being evaluated: _____

Name of Organization Reviewing Evidence-Based Program: _____

Date: _____

Level 0 - PROGRAMS AND PRACTICES LACKING SUPPORT OR POSITIVE EVIDENCE

Programs or practices that do not meet the threshold for Level I Emerging and Evidence informed will be counted in this category for purposes of reporting for the CBCAP Efficiency measure.

PROGRAMMATIC CHARACTERISTICS

The program is not able to articulate a theory of change that specifies clearly identified outcomes and describes the activities that are related to those outcomes.

The program does not have a book, manual, other available writings, training materials that describe the components of the program.

RESEARCH & EVALUATION CHARACTERISTICS

Two or more RCTs have found the practice has not resulted in improved outcomes, when compared to usual care.

OR

If multiple outcome studies have been conducted, the overall weight of evidence does NOT support the efficacy of the practice.

OR

No evaluation has been conducted. The program may or may not have plans to implement an evaluation.

Level I - EMERGING PROGRAMS AND PRACTICES

YES	NO	PROGRAMMATIC CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	The program can articulate a theory of change that specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through a program logic model or conceptual framework that depicts the assumptions for the activities that will lead to the desired outcomes.
<input type="checkbox"/>	<input type="checkbox"/>	The program may have a book, manual, other available writings, training materials, OR may be working on documents that specifies the components of the practice protocol and describes how to administer it.
<input type="checkbox"/>	<input type="checkbox"/>	The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving child abuse prevention or family support services.

YES	NO	RESEARCH & EVALUATION CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits.
<input type="checkbox"/>	<input type="checkbox"/>	Programs and practices have been evaluated using less rigorous evaluation designs that have with no comparison group, including "pre-post" designs that examine change in individuals from before the program or practice was implemented to afterward, without comparing to an "untreated" group OR an evaluation is in process with the results not yet available.
<input type="checkbox"/>	<input type="checkbox"/>	The program is committed to and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities.

Level II - PROMISING PROGRAMS AND PRACTICES

YES	NO	PROGRAMMATIC CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	The program can articulate a theory of change that specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through presence of a program logic model or conceptual framework that depicts the assumptions for the activities that will lead to the desired outcomes.
<input type="checkbox"/>	<input type="checkbox"/>	The program may have a book, manual, other available writings, and training materials that specifies the components of the practice protocol and describes how to administer it. The program is able to provide formal or informal support and guidance regarding program model.
<input type="checkbox"/>	<input type="checkbox"/>	The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving services child abuse prevention or family support services.

YES	NO	RESEARCH & EVALUATION CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits.
<input type="checkbox"/>	<input type="checkbox"/>	At least one study utilizing some form of control or comparison group (e.g., untreated group, placebo group, matched wait list) has established the practice's efficacy over the placebo, or found it to be comparable to or better than an appropriate comparison practice, in reducing risk and increasing protective factors associated with the prevention of abuse or neglect.. The evaluation utilized a quasi-experimental study design, involving the comparison of two or more groups that differ based on their receipt of the program or practice. A formal, independent report has been produced which documents the program's positive outcomes.
<input type="checkbox"/>	<input type="checkbox"/>	The local program is committed to and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities. Programs continually examine long-term outcomes and participate in research that would help solidify the outcome findings.
<input type="checkbox"/>	<input type="checkbox"/>	The local program can demonstrate adherence to model fidelity in program or practice implementation.

Level III - SUPPORTED PROGRAMS AND PRACTICES*

YES	NO	PROGRAMMATIC CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	The program articulates a theory of change that specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through the presence of a detailed logic model or conceptual framework that depicts the assumptions for the inputs and outputs that lead to the short, intermediate and long-term outcomes.
<input type="checkbox"/>	<input type="checkbox"/>	The practice has a book, manual, training, or other available writings that specifies the components of the practice protocol and describes how to administer it.
<input type="checkbox"/>	<input type="checkbox"/>	The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving child abuse prevention or family support services.

YES	NO	RESEARCH & EVALUATION CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits.
<input type="checkbox"/>	<input type="checkbox"/>	The research supporting the efficacy of the program or practice in producing positive outcomes associated with reducing risk and increasing protective factors associated with the prevention of abuse or neglect meets at least one or more of the following criterion: <ul style="list-style-type: none"> • At least two (2) rigorous Randomized Controlled Trials (RCTs) in highly controlled settings (e.g., university laboratory) have found the practice to be superior to an appropriate comparison practice. The RCTs have been reported in published, peer-reviewed literature, OR • At least two (2) between-group design studies using either a matched comparison or regression discontinuity have found the practice to be equivalent to another practice that would qualify as supported or well supported; or superior to an appropriate comparison practice.
<input type="checkbox"/>	<input type="checkbox"/>	The practice has been shown to have a sustained effect at least one year beyond the end of treatment, with no evidence that the effect is lost after this time.
<input type="checkbox"/>	<input type="checkbox"/>	Outcome measures must be reliable and valid, and administered consistently and accurately across all subjects.
<input type="checkbox"/>	<input type="checkbox"/>	If multiple outcome studies have been conducted, the overall weight of evidence supports the efficacy of the practice. [If not applicable, you may skip this question.]
<input type="checkbox"/>	<input type="checkbox"/>	The program is committed and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities.
<input type="checkbox"/>	<input type="checkbox"/>	The local program can demonstrate adherence to model fidelity in program implementation.

*Note: For purposes of OMB PART reporting, programs and practices at Levels III Supported Program and Practices and Level IV Well Supported Programs and Practices will be given the same weight.

Level IV - WELL SUPPORTED PROGRAMS AND PRACTICES*

YES	NO	PROGRAMMATIC CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	The program articulates a theory of change, which specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through the presence of a detailed logic model or conceptual framework that depicts the assumptions for the inputs and outputs that lead to the short, intermediate and long-term outcomes.
<input type="checkbox"/>	<input type="checkbox"/>	The practice has a book, manual, training or other available writings that specify components of the service and describes how to administer it.
<input type="checkbox"/>	<input type="checkbox"/>	The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving child abuse prevention or family support services.

YES	NO	RESEARCH & EVALUATION CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	Multiple Site Replication in Usual Practice Settings: At least two (2) rigorous RCTs or comparable methodology in different usual care or practice settings have found the practice to be superior to an appropriate comparison practice. The RCTs have been reported in published, peer-reviewed literature.
<input type="checkbox"/>	<input type="checkbox"/>	There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits
<input type="checkbox"/>	<input type="checkbox"/>	The practice has been shown to have a sustained effect at least one (1) year beyond the end of treatment, with no evidence that the effect is lost after this time.
<input type="checkbox"/>	<input type="checkbox"/>	Outcome measures must be reliable and valid, and administered consistently and accurately across all subjects.
<input type="checkbox"/>	<input type="checkbox"/>	If multiple outcome studies have been conducted, the overall weight of the evidence supports the effectiveness of the practice.

YES	NO	RESEARCH & EVALUATION CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	The program is committed and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities.
<input type="checkbox"/>	<input type="checkbox"/>	The local program can demonstrate adherence to model fidelity in program implementation.

*Note: For purposes of OMB PART reporting, programs and practices at Levels III Supported Program and Practices and Level IV Well Supported Programs and Practices will be given the same weight.

These categories were adapted from material developed by the California Clearinghouse on Evidence-Based Practice in Child Welfare and the Washington Council for the Prevention of Child Abuse and Neglect.

Exhibit B – Sample Service Agreement

SAMPLE SERVICE AGREEMENT

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: (INSERT CONTRACT NUMBER)
 CONTRACTOR: (INSERT CONTRACTOR NAME)
 AGREEMENT TERM: (INSERT CONTRACT TERM)
 MAXIMUM REIMBURSABLE AMOUNT: (INSERT AMOUNT OF CONTRACT)

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide services.

WHEREAS, Contractor is qualified to provide services:

WHEREAS, DPSS desires Contractor, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for County:	Authorized Signature for
Printed Name of Person Signing:	Printed Name of Person Signing:
Title:	Title:
Address: 10281 Kidd St. Riverside, CA 92503	Address:
Date Signed:	Date Signed:

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.

B. Insert additional definitions if applicable.

II. OBJECTIVES

Ensure that services provided result in positive outcomes for at least one of the following program objectives:

1. Insert specific instructions here.

III. DPSS RESPONSIBILITIES

A. Assign staff to be liaison between DPSS and the Contractor.

B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.

C. Insert additional responsibilities if applicable.

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Assign staff to be liaison between the Contractor and DPSS.

2. Insert additional responsibilities if applicable.

B. REPORTING

The Contractor shall:

1. Insert reporting instructions here.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$0.00.

2. UNIT OF SERVICE COST RATE

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.

b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.

c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

- d. The Contractor shall submit DPSS Forms 2076A (Exhibit A) and 2076B (Exhibit B) if applicable following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits A and B are attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June 2010 are due no later than June 7, 2010. Actual Contractor invoices for May and June 2010 are due no later than July 30, 2010.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

5. CERTIFICATION OF FINANCIAL SUPPORT

Before commencement of the work under this Agreement, the Contractor shall provide sufficient evidence of financial support to meet its obligations under this Agreement. The ability to provide financial support shall be based on any of the following:

- a. Audited financial statements that document, to the satisfaction of the County, sufficient financial resources to support the Contractor's obligations under this Agreement; or,
- b. Binding certification from any other affiliated corporation or organization providing financial support in any way that confirms the amount of support provided to the Contractor; or,
- c. In the event that the Contractor provides working capital through loans from financial or other institutions, documentation from the institution that specifies the maximum line of credit available to the Contractor.

6. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

8. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All

records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. CLIENT CIVIL RIGHTS COMPLIANCE

- a. Assurance of Compliance
The Contractor assures it will comply with Title VI 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; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the

Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance 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 Contractor 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 contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized 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 11135-39, 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age,

sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

6. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

7. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

8. INSURANCE

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

(4) Professional Liability

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for

performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

9. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

11. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

12. PERSONNEL

- a. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
- (1) All staff who work full or part-time positions by title, including volunteer positions; and
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

b. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1). Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2). Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3). Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- (4). DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

13. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

14. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to DPSS and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse on neglect to a child protective agency as defined in the Penal Code

15. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing

services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

16. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

17. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

18. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

19. CERTIFICATION REGARDING LOBBYING

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

- a. No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

20. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

21. ENVIRONMENTAL STANDARDS

By signing this agreement or accepting funds under this agreement, the contractor assures that he/she will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et.seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:
 - (1) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - (2) The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this agreement, that is currently listed as a violating facility, on the effective date of the agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state's termination for cause of this agreement or for State's disallowance of any cost otherwise allowable under this agreement. The contractor agrees to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

22. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

23. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;

- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to the homeless; and
- c. To make available to DPSS in a timely manner all file information regarding the homeless persons served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service to the homeless.

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2009 to June 30, 2010, with one-year renewal options.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

VENDOR:

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

E. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

F. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

G. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than May 1, 2010.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

J. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

Exhibit C – HIPAA Business Associate Addendum to the Agreement

**HIPAA BUSINESS ASSOCIATE ADDENDUM TO THE AGREEMENT
BETWEEN THE COUNTY OF RIVERSIDE
AND
(CONTRACTOR)**

This HIPAA Business Associate Agreement Addendum (“Addendum”) supplements, and is made part of the Agreement for Services (the “Underlying Agreement”) between the COUNTY OF RIVERSIDE (“County”) and (Insert Contractor Name) (“Contractor”) as of the date of approval by both parties (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information (“PHI”) and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”) and/or Part 162 (the “Security Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
 - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
 - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:

- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
 - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
 - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County, or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
3. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
 - D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.
4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
 - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:

- (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
 - B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
 - C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.
7. Term and Termination.
- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
 - B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford

Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.

- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

14.1.1 8. Hold Harmless/Indemnification

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR

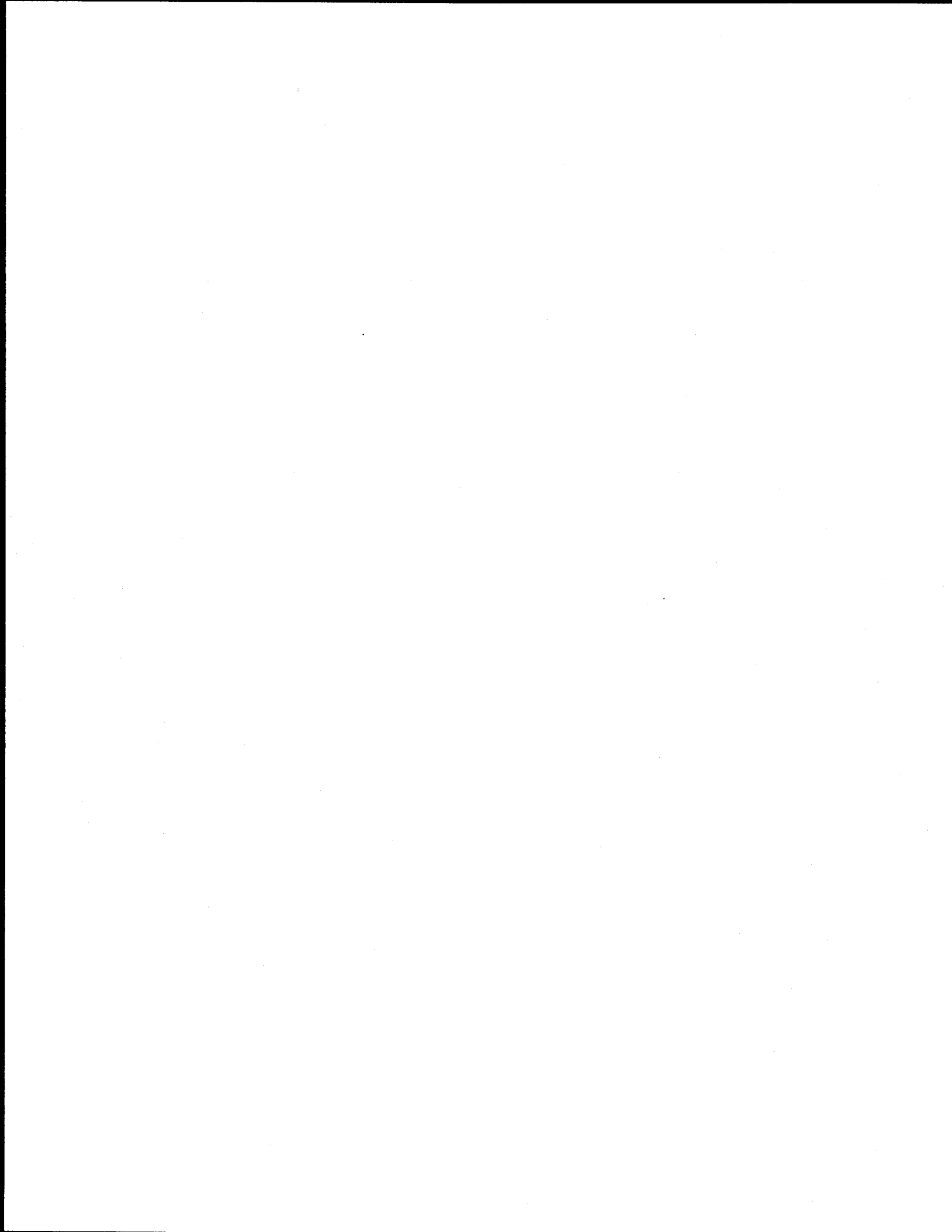
COUNTY OF RIVERSIDE

By: _____

By: _____

Date: _____

Date: _____



REQUEST FOR PROPOSAL # PUARC-1186

Program Evaluation and Data Collection Services



By:
Mark Whitesell, Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
(951) 955-4937 / (951) 955-3730 (fax)
Email: mawhites@riversidedpss.org
NIGP Code(s):

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED

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INSTRUCTIONS TO BIDDERS

Buyer: Mark Whitesell Email: mawhites@riversidedpss.org

Visit our Website: www.purchasing.co.riverside.ca.us

Telephone: (951) 955-4937

- I. Contractor Registration – Unless stated elsewhere in this document, Contractor must register online at www.Purchasing.co.riverside.ca.us with all current Contractor information, to be registered on the County's database.
- II. Prices/Notations – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. Period of Firm Pricing – Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
- IV. Method of Award – The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- V. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
- VI. Return of Bid/Closing Date/Return to – The bid response shall be delivered to the **County of Riverside, Clerk of the Board, 4080 Lemon Street, Riverside, CA 92501** by **2:00 p.m.** on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q. /R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- VII. Auditing – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- VIII. Disabled Veteran Business Enterprise Preference – The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P
 Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

- | | | | |
|--|---|---|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> EXHIBIT (A-C) | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110 | Special Conditions/Response | <input type="checkbox"/> 116-150 | Special Conditions RFP |
| <input type="checkbox"/> #116-140 | Special Conditions Personal/Professional Services RFP | <input type="checkbox"/> 116-130 | Equipment Information Sheet |

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

- | | | | |
|--|--|-----------------------------------|--|
| <input type="checkbox"/> #116-200 | General Conditions | <input type="checkbox"/> #116-210 | General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230 | General Conditions - Equipment | <input type="checkbox"/> #116-220 | General Conditions - Public Works |
| <input checked="" type="checkbox"/> #116-240 | General Conditions - Personal/Professional Service | | |

Appendix A

1.0 PURPOSE

The County of Riverside, Department of Public Social Services (DPSS) is seeking proposals from qualified parties interested in providing child abuse, neglect prevention, and treatment services. DPSS Children's Services is seeking community-based services that provide comprehensive, well coordinated, and evidence-based programs to strengthen and support families and reduce the likelihood of child abuse and neglect. The County is committed to partnering with community based agencies to achieve the following child welfare outcomes:

- Children are, first and foremost, protected from abuse and neglect.
- Children are safely maintained in their own 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 education needs.
- Children receive adequate services to meet their physical and mental health needs.

The bidder's services should be consistent with the County's goal to improve child welfare outcomes for child safety, permanency, and family and child well-being and be responsive to the 2011 County Needs Assessment and the 2009 County System Improvement Plan (SIP). Bidders are strongly encouraged to refer to the Needs Assessment ([http://pcariverside.org/wp-content/uploads/2010/10/2010 Needs Assessment.pdf](http://pcariverside.org/wp-content/uploads/2010/10/2010_Needs_Assessment.pdf)) and the County's 2009 SIP (<http://www.dss.cahwnet.gov/cfsweb/res/SIPs/2009-2012SIPRiverside.pdf>) in the development of their proposal. The services identified as being needed in the County in the 2011 Needs Assessment are the basis for this RFP.

Further, DPSS works diligently to ensure that all available services are easily accessible, linked to additional supportive resources outside the child welfare system (CWS), and are culturally competent.

The County of Riverside has the right to split this bid among multiple Contractors.

2.0 TIMELINE

TIMELINE	DATES
2.1 RELEASE OF REQUEST FOR PROPOSAL	Tuesday, October 25, 2011
2.2 NON-MANDATORY BIDDERS MEETING Location: County of Riverside Purchasing and Fleet Services 2980 Washington Street Riverside, CA 92504	Monday, November 7, 2011 Time: 10:00 am
2.3 DEADLINE FOR SUBMISSION OF QUESTIONS E-mail: mawhites@riversidedpss.org kaohta@riversidedpss.org Mail: County of Riverside Purchasing and Fleet Services Attn: Mark Whitesell - #PUARC-1186 2980 Washington Street Riverside, CA 92504	Must be received in writing by: Monday, November 14, 2011 Time: <u>1:00 pm</u> Include RFP # PUARC-1186 on all inquiries
2.4 DEADLINE FOR PROPOSALS	Monday, December 5, 2011 Time: <u>2:00 pm</u> ALL PROPOSALS MUST BE DELIVERED TO: Riverside County Administration Center Clerk of the Board of Supervisors 4080 Lemon Street, 1 st Floor Riverside, CA 92501 RFP # PUARC-1186
2.5 TENTATIVE DATE FOR AWARDING RFP Approximately 60 to 120 days after the RFP closes. The County of Riverside expects to have a Contractor(s) in place on or before 7/1/12.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.Purchasing.co.riverside.ca.us

2.6 **Inquiries:** All inquiries must be submitted on or before the last day for questions. Please refer to "Section 2.0 Timeline" for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP number PUARC-1186, to the attention of the Procurement Contract Specialist.

3.0 PERIOD OF PERFORMANCE

The period of performance shall be for three (3) years, renewable in one-year increments, with the completion date of June 30, 2015, with no obligation by the County of Riverside to purchase any specified amount of services.

4.0 DEFINITIONS

Wherever these words occur in this RFP (Request for Proposals), they shall have the following meaning:

- 4.1 "Addendum" refers to an amendment or modification to the RFP.
- 4.2 "Bid" refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- 4.3 "Bidder" refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 4.4 "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- 4.5 "CAPIT" shall mean the Child Abuse Prevention, Intervention and Treatment Program. The purpose of the CAPIT program is to encourage child abuse and neglect prevention and intervention programs by the funding of agencies addressing the needs of children and families who are at high risk of abuse and/or neglect.
- 4.6 "CBCAP" shall mean the Community Based Child Abuse Prevention Program. The purpose of CBCAP is to support community-based efforts, support networks of coordinated resources and activities, and to foster the understanding, appreciation and knowledge of diverse populations.
- 4.7 "CDSS" refers to the California Department of Social Services.
- 4.8 "Clerk of the Board of Supervisors" refers to the County of Riverside's Clerk of the Board of Supervisors, which has responsibility for receiving the Proposals from this RFP.
- 4.9 "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Bidder are used interchangeably.
- 4.10 "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- 4.11 "CTF" refers to the Children's Trust Fund.
- 4.12 "Community Partners" refers to local organizations, non-profits, and for-profits providing services to CWS clients in the County of Riverside.
- 4.13 "County" refers the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- 4.14 "CWS" refers to Child Welfare Services.
- 4.15 "CWSOIP" refers to the Child Welfare Services Outcome Improvement Project.
- 4.16 "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- 4.17 "Family Preservation Services" refers to services defined by the Social Security Act, Section 431. [42 U.S.C. 629a] (a)(1) as services for children and families designed to help families (including adoptive and extended families) at risk or in crisis.
- 4.18 "Family Support Services" refers to services defined by Social Security Act, Section 431. [42 U.S.C. 629a] (a)(2) as community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable, and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development.

- 4.19 "HIPAA" refers to the Health Insurance Portability Accountability Act.
- 4.20 "Intervention Services" refers to services designed to identify and assist high-risk families to prevent abuse or neglect.
- 4.21 "Prevention Services" refers to community based and prevention focused programs and activities to strengthen and support families to prevent child abuse and neglect.
- 4.22 "PCARC" refers to Prevent Child Abuse Riverside County; Riverside County's designated lead agency in child abuse prevention and the parent organization which coordinates the County's eight regional child abuse prevention councils as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section 18983.5).
- 4.23 "PSSF" refers to the Promoting Safe and Stable Families Program. The primary goals of PSSF are the prevention of unnecessary separation of children from their home, improve the quality of care and services to children and their families,
- 4.24 "RFP" refers to Request for Proposal.
- 4.25 "W&I Code" refers to the California Welfare and Institutions Code.

5.0 EVALUATION PROCESS

5.1 Proposals may be evaluated based on the criteria listed below, to include but not limited to:

Criteria	Weight
Bidders response to addressing all points in "Section 8.0 Required Format of Proposals"	50%
Overall cost to the County	30%
Bidder's general experience	20%
Financial status	Pass/fail
Clarifications, Exceptions or Deviations	Pass/fail

5.2 All proposals will be given thorough review. All contacts during the review selection phase will only be conducted through the Riverside County Purchasing Department, Contract Procurement Specialist responsible for this RFP. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor.

5.3 All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

6.0 PROGRAM INFORMATION**6.1 Key Principles**

The primary goals of Riverside County child abuse prevention and intervention programs are to prevent the occurrence or recurrence of child abuse and neglect, prevent the unnecessary separation of children from their families, improve the quality of care and services to children and their families, and ensure permanency for children by reuniting them with their parents, by adoption or by another permanent living arrangement. The Program Evaluation and Data Collection Services are intended to measure how well child welfare services are meeting these goals as delivered by community service providers that have contracted with Riverside County.

Riverside County child abuse prevention and intervention programs must implement evidence-based programs, utilizing the following key principles:

- The welfare and safety of children and of all family members should be maintained while strengthening and preserving the family. It is advantageous for the family as a whole to receive services which identify and enhance its strengths while meeting individual and family needs.
- Services should be easily accessible, often delivered in the home or in community-based settings, and they should respect cultural and community differences. In addition, they should be flexible, responsive to real family needs, and linked to other supports and services outside the child welfare system.
- Services should involve community organizations and residents, including parents, in their design and delivery.
- They should be intensive enough to keep children safe and meet family needs, varying between preventive and crisis services.

Bidders of the Program Evaluation and Data Collection Services must propose how they plan to measure program outcomes across multiple vendors implementing various services based on the key principles above.

6.2 Database Objectives

- To obtain client and service information across a large and diverse social service delivery system throughout Riverside County.
- To retrieve and analyze all data that will be useful in assessing the quality and quantity of services provided to families.
- To develop a report on the outcomes of child abuse prevention and intervention services funded by Riverside County.
- To develop recommendations on service needs or gaps.

6.3 Database Outcomes Measures

- To use reports from the database to improve service quality and delivery in Riverside County.
- To evaluate service providers' service delivery systems.
- To determine the level of client satisfaction for services received.
- To receive complete data elements which are readily available for reporting to state and local governments, and available to County staff.

6.4 Program Outcomes

- Reduce initial entry into foster care
- Reduce re-entry and re-abuse rates
- Increase successful reunifications
- Improve parenting skills, parent-child interaction, and overall family functioning
- Increase child well-being

6.5 Target Population

The Contractor will work with Community Providers to collect, analyze, and report program data. Community Providers are located throughout Riverside County. The County of Riverside spans 7,200 square miles and extends approximately 180 miles from Orange County to the Colorado River. Riverside County is almost as large as Connecticut and Rhode Island combined, and is the fourth largest county in California.

There are over fifty (50) community providers in the County of Riverside. Historically, the County collects data from eight (8) community providers providing thirty-five (35) service types, which totals approximately 2,500 clients. Services have included: Anger Management, Individual Counseling, Group Counseling, Family Counseling, In-Home Parenting, Parenting Education, Domestic Violence, and Substance Abuse services.

7.0 GENERAL PROPOSAL SUBMITTAL

- 7.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFP.
- 7.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 7.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 7.4 Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline in Section 2.0 Timeline.
- 7.5 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 7.6 Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 7.7 Faxed or emailed proposals will not be accepted.
- 7.8 All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal."
- 7.9 One (1) original and six (6) additional copies, each in a 3 ring binder for ease of opening by evaluators.
- 7.10 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with tabs A-I, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- 7.11 Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder)
- 7.12 Contractors may be asked to submit one (1) (Microsoft Word or PDF document formatted on a virus free CD) for one of the original binders. DO NOT INCLUDE IN YOUR PROPOSAL until requested by County at a later date.
- 7.13 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 7.14 All work papers prepared in connection with the contractual services will remain the property of the successful bidder, however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

8.0 REQUIRED FORMAT FOR PROPOSALS

Any Bidder who wishes to have this RFP in electronic format may send an email request to: MAwhites@riversidedpss.org. Please copy kaolta@riversidedpss.org

Tab A Proposal Checklist

Instructions:

- This section must be filled in and each item checked off to ensure all items requested by the County in this RFP have been submitted.
- Follow the instructions in each section of the RFP
- Present all requested items in the tabs ordered A through I as shown
- Label each item presented and include additional items on your Table of Contents
- All proposals must include a detailed description of each proposed service to be provided
- Bidders that do not follow the Required Format for Proposals, may be found to be "non-responsive" and disqualified from the bid process

Name of Organization: _____

Service: Program Evaluation and Data Collection

Proposal Submission Checklist

General Bidder Information

Please provide one copy of each of the following items in your proposal.

- Tab A - Proposal Checklist (*this page*)
- Tab B - Proposal Cover Page (Page 13) (*Must be signed by Authorized Signatory*)
- Tab C - Table of Contents (Page 14)
- Tab D - Company/Agency Profile (Page 15)
- Tab E - Acknowledgements (Page 17)
 - Clarifications, Exceptions or Deviations
 - Evidence of Insurability/Business Licenses
 - Transition
- Tab F - Description of Services (Page 18)
- Tab G - References (Page 22)

Financials

Please provide one copy of Tabs H and I in a clearly marked, sealed envelope.

- Tab H - Cost Proposal & Budget Narrative (Page 23)
- Tab I - Financial Statement (Page 26)

Tab B Proposal Cover Page

The Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of the Department of Public Social Services is soliciting proposals from qualified firms to provide:

Program Evaluation and Data Collection Services

There will be a Non-Mandatory bidders meeting to be held on:

Date: Monday, November 7, 2011 **Time:** 10:00am

Location: Purchasing & Fleet Services
2980 Washington St.; Riverside, CA 92504

BID CLOSING DATE: Monday, December 5, 2011 no later than 2:00 pm.

NO FAXED PROPOSALS WILL BE ACCEPTED

PROPOSALS MUST BE DELIVERED TO:

4080 Lemon St. 1st Floor, Riverside, CA 92501

After close of this RFP, the award may be announced within 60- 120 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # () FAX # ()

Contractor Website:

Name: Title:

Signature: Date:

Email:

Please Check Disabled Veteran

Tab C Table of Contents

This section shall include a comprehensive table of contents that identifies material by Tabs A – I (in the order listed above) and by sequential page numbers.

Tab D Company/Agency Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)
2. Proof of non-profit status, if applicable.
3. Company overview of services or activities performed, including:
 - a) The history of the bidder's firm
 - b) The number of years in business under the present business name, as well as prior business names
 - c) Number of years experience providing the proposed, equivalent or related services
 - d) Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
 - e) Company size - number of staff.
 - f) Location of the office from which the work under this contract will be provided and the staff allocation at that office
4. Whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.
5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
6. Names of persons with whom the prospective contractor has been associated in business as partners or business associates in the last five (5) years. Governmental agencies are exempt from this requirement.
7. An explanation of any litigation involving the prospective contractor or any principal officers thereof in connection with any contract.
8. Include the policy and procedures for the following:
 - a) Any additional staff training
 - b) Client Confidentiality. This must include how the organization will keep client information confidential.
 - c) Provide the bidder's company background checking procedures and company utilized. Bidders must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors and volunteers providing direct services to clients.

Tab E Acknowledgements

E-1 CLARIFICATIONS, EXCEPTIONS OR DEVIATIONS

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit B and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Subcontractors
- Reporting Requirements
- Confidentiality

Do you have any other exceptions/deviations? If so, please provide an explanation:

E-2 EVIDENCE OF INSURABILITY/BUSINESS LICENSES

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

E-3 TRANSITION

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- 1) Continue delivering services to all Clients in all geographic areas currently served in Riverside County until notified otherwise; and
- 2) Assist DPSS in the orderly transition and transfer of Clients and data to DPSS and the subsequent Contractor(s); and
- 3) Provide, in a timely manner, all file and database information deemed necessary by DPSS for use in subsequent contracting activities without additional cost to DPSS or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- 4) Cooperate with DPSS during a transition close-out period to ensure orderly and seamless delivery of services to Clients.

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization/Consortium

hereby certify that _____ by submission of this proposal in response to the
Name of Organization/Consortium
Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

Tab F Description of Services

This RFP has a space provided under each question the County has of the Bidder. All proposals must include a detailed description of each proposed service to be provided Bidder may get an electronic copy of this RFP by contacting Mark Whitesell by email at mawhites@riversidedpss.org and Katherine Ohta at KAohta@riversidedpss.org.

Data Collection/Process

8.1 Provide a data collection process, which supports multiple Children's Services funded programs. Historically, the Contractor has supported three (3) types of funded programs.

Bidders must provide in the proposal, a work plan or description of how the work will be performed. Bidders must identify specific methods for data collection. Bidder must also include previous program data collection experiences.

BIDDER'S RESPONSE:

8.2 Create and maintain a secured and encrypted online database, which supports Children's Services Funded Programs.

8.2.1 The County must have the ability to identify and review outcomes by contract number, funding source, service type, geographical zone, and program.

8.2.2 The Contractor must provide database access to County staff. Historically, the County has 25 end users.

8.2.3 The Contractor must provide database access to Community Providers. Historically, the County has 25 Community Provider end users.

Bidders must describe the company policy to ensure client confidentiality, proper compliance, and quality assurance.

BIDDER'S RESPONSE:

8.3 Data elements collected must support the reporting requirements for multiple funding sources.

BIDDER'S RESPONSE: *In this area, acknowledge that you have read the statement above.*

Data Analysis & Reporting

- 8.4 Analyze and provide data fields to the County. Proposed data fields have been attached hereto as **Exhibit A**, and incorporated herein by this reference.
 - 8.4.1 Provide monthly aggregate reports on data received from providers to the County and agencies approved by the County to DPSS electronically. Data must query and sort by specific field.
 - 8.4.2 Incorporate the results into DPSS' Annual Reports as requested by DPSS.
 - 8.4.3 Provide annual CAPIT/PSSF report per instructions provided by the Office of Child Abuse Prevention (OCAP). Provide the completed document electronically to DPSS seven (7) working days prior to the due date established by OCAP. Historically, this report is due in November.

Bidders must explain how they will provide the County with the required data.

BIDDER'S RESPONSE:

Community Partner Support

- 8.5 Work with DPSS to ensure that all statistics are collected from each Community Partner, analyzed and reported to DPSS by service type and zone. Historically, the County has worked with eight (8) Community Partners, and 35 service types. The Contractor must notify the County of Community Partners that fail to provide the data as required, and follow up with Community Providers until all missing data is submitted. The County prefers that this information also be located on the database.

Bidders shall explain how their organization will monitor data submittal and notify the County of any missing data.

BIDDER'S RESPONSE:

- 8.6 Meet with Community Partners to develop the following:
 - 8.6.1 Short-term and long-term outcome indicators for each service.
 - 8.6.2 Intake and Exit outcome indicators to measure the change in parental attitude, behaviors, skills and/or other relevant indicators.

Bidders must provide a detailed time-frame to develop outcome indicators, and how they will create and develop these indicators.

BIDDER'S RESPONSE:

8.7 Bidders must have had previous experience working with Community Providers.

Bidders must describe previous experience working with Community Providers.

BIDDER'S RESPONSE:

8.8 Bidders must provide and collect an anonymous Client Satisfaction Survey for all clients receiving services over a period of two (2) weeks, three (3) times a year. Results must be provided to DPSS and PCARC.

Bidders must describe how they will facilitate survey collection.

BIDDER'S RESPONSE:

8.9 Make presentations, supported with written reports at DPSS Conferences as requested. Historically, the vendors have been requested to do four (4) presentations a year. The presentation shall include:

- 8.9.1 Trend analysis to date;
- 8.9.2 Client demographics;
- 8.9.3 Service types used during the review period;
- 8.9.4 Service types needed but unavailable during the review period; and
- 8.9.5 Recommendations for improved data collection methods.

Bidders must explain how they will present this information.

BIDDER'S RESPONSE:

8.10 Provide "on-going" training regarding the program evaluation and data collection to community providers when requested. This includes assistance, training and set up to any new or additional service providers who begin services throughout the year.

BIDDER'S RESPONSE: *In this area, acknowledge that you have read the statement above.*

- 8.11 Provide a data vehicle, e.g., flash drive, cd, dvd, etc. to transfer data to the County at the end of the agreement in a format that the County can access. Typically, this is in a Microsoft Excel flat file.

Explain how you will transfer data securely to DPSS upon contract completion.

BIDDER'S RESPONSE:

- 8.12 Credentials will be provided for all staff providing services, specifically:

- a) Description of education
- b) General experience
- c) Experience or education related to the RFP project
- d) Letters of reference if available
- e) Copies of applicable current professional licenses, permits, and certificates
- f) Any other information, which will assist in evaluating qualifications

Bidders must provide resumes as credentials of staff providing services

BIDDER'S RESPONSE:

Tab G References

All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or DPSS staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.

1. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
2. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.
4. Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

Please provide one copy of Items H and I in a clearly marked, sealed envelope.

Tab H Cost Proposal & Budget Narrative

In this section, please complete and include the Cost Proposal Sheet and **please to the Clerk of the Board under separate cover. Place in a sealed envelope, and include only in the Original Proposal (Not in the copies).** Cost Proposals will be opened after the evaluation of the proposals have been completed. The County reserves the right to negotiate final fees with the selected Contractor(s).

Proposals must fully describe all costs to charges to County as part of this project. As stated in the Cost Proposal, bidders must provide fully inclusive blended rates, which are inclusive all of the bidder's project-related or supported expenses, including travel expenses. Bidders may also include any other documents as information to further explain the proposed costs.

Contracts may be funded with CAPIT funding and will require a ten (10) percent cash or in-kind match. This match can not be from funding provided by the California Department of Social Services. The match must support the goals of child abuse and neglect, prevention and intervention. Funding shall be used to supplement and not supplant child welfare services.

Your budget must show the total cost of running the proposed program. However, the match requirement is figured based on the amount of "Total Award."

EXAMPLE CALCULATION OF MATCH FOR A \$100,000 AWARD

Total Award	\$100,000.00
Plus: 10% match	\$ 10,000.00
Total Program Cost	\$110,000.00

H-1 COST PROPOSAL

Units of service must be all-inclusive, and include administration, case management, training and operating costs. For the services under this RFP, a single Unit of Service consists of the following:

CONTRACTOR NAME: _____

TOTAL COST: _____

(TOTAL COST NOT TO EXCEED \$150,000)

After reading the Program Evaluator Specifications as listed in Section 8.0 of this RFP, the undersigned does hereby bid and propose to the County of Riverside as detailed in the following line-item budget.

Furthermore, the undersigned fully understands that the dollar amounts indicated in the proposed line-item budget are all inclusive, and that all expenses and other costs necessary to complete the work specified have been included.

	Start Date	Finish Date	Milestone Target Dates	# of Hours	Cost(s)
Program Evaluation					
Data Collection					
Annual Report					
Quarterly Reports					
Client Satisfaction Survey Process					
Total Costs					

PAYMENT WILL BE BASED ON THE ACTUAL AMOUNT OF WORK PERFORMED.

Cost Proposal shall be followed by a budget narrative that clearly details and defines each deliverable listed above and how the 10% CAPIT Match requirement will be met per State guidelines. Bidder is required to sign each cost proposal. Failure to do so could result in a non-responsive bid.

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
 Printed Name of Agent/Officer Name of Organization/Consortium

hereby certify that _____ by submission of this proposal in response to the
 Name of Organization/Consortium
 Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

H-2 BUDGET NARRATIVE

Complete the Budget Narrative. For each item listed above, provide a formula that justifies the annual cost and a clear narrative of each item.

Cost should reflect expenditures for a full 12 month year. The line-item budget is included for evaluation purposes. The contract when awarded will be unit of service. Prices are all inclusive, including all expenses and other costs necessary to complete the work specified. Bidder must include a **budget narrative** that describes each line item.

Description	Dollar Amount	
	PER HOUR	PER YEAR
SALARIES (Per Position) – Also indicate full-time equivalent (FTE) per position		
	\$	\$
	\$	\$
	\$	\$
BENEFITS	\$	\$
TOTAL SALARIES & BENEFITS		\$
OPERATING COSTS		
		\$
		\$
TOTAL OPERATING COSTS		\$
ADMINISTRATIVE COSTS		
		\$
		\$
TOTAL ADMINISTRATIVE COSTS		\$
TOTAL BUDGET		\$

SIGNED: _____

DATE: _____

Tab I Financial Statement

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity.

Financials should provide sufficient detail to assure the County of Riverside that bidder can support services being offered and as a Contractor, the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

Please place financials in a separate envelope and mark "Confidential" if your agency requires this to be kept confidential. The County cannot guarantee that the financials submitted will be kept confidential.

Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed enveloped and marked "Confidential.")

9.0 PROPRIETARY DATA

DPSS shall have unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by the Contractor under or resulting from this Agreement. Such data shall include all results, technical information, and materials developed for and/or obtained by DPSS from the Contractor in the performance of the services hereunder, including, but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder. The Contractor must acknowledge that the County owns all data in all databases.

10.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us.

11.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit B. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

12.0 HIPAA BUSINESS ASSOCIATE ADDENDUM

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as Exhibit C, to warrant that, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

13.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the

proposal, it must be clearly identified by the Contractor; otherwise, the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

14.0 CONFIDENTIALITY AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

If the proposal is accepted and an agreement with the County is entered into, the Contractor will be required to sign the most current HIPAA Business Associate Addendum, **Exhibit C**, attached hereto and incorporated herein by this reference. If the HIPAA Associate Addendum is revised, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

15.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
* Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

Exhibit A – Required Program Data Elements**REQUIRED PROGRAM DATA ELEMENTS**

	Element	Definition
1	Contract Number	A unique identifier for each community provider assigned by the County
2	Client ID Number	A unique identifier for each client assigned by the agency
3	Family ID Number	A unique identifier for each family assigned by the agency
4	Client Gender	Client's gender
5	Client Disability Status	The self-reported disability status of the client
6	Client Type	Specification of client type (i.e., primary, collateral, or the entire family)
7	Client Language	Client's primary language
8	Family Language	The primary language spoken in the home
9	Client Race	The race or ethnicity with which the client most closely identifies
10	Family Race	The race or ethnicity with which the client's family most closely identifies
11	Client City	Client's current city of residence
12	Client Zip Code	Client's current zip code
13	Family Zip Code	Family's primary zip code
14	Client County	Client's county of residence
15	Family County	Family's county of residence
16	Date Last Modified	The date the record is added or modified
17	Agency Name	A unique identifier for each agency assigned by the County
18	Date of Service	The date the specified service was received
19	Service Location	Location where the service was provided
20	Service Received	The generic name of the service received
21	Contracted Service	The specific name of the service received, as it appears in the contract
22	Participant # in Family	The total number of family members who participated in the services received for client
23	Termination Reason	The reason for ending the specified service
24	Percent Goal Attainment	The percentage of the client's current treatment goal(s) that have been achieved
25	Termination Date	Date the specified service was terminated
25	Program Type	Program type (Family Preservation, Family Support, Time Limited Reunification) associated with the listed contract number
27	Funding Source	Funding source for the listed contract
28	Referral Source	Drop down choice which includes DPSS, DOP, DMH, CBO, Non-Traditional, Walk-In
29	Date Client Enrolled	The date client was enrolled into the specified service
30	Reunification Indicator	Indication as to whether the client has been reunified with any child(ren) removed by court order
31	Unit of Service	Unit of service used for billing Riverside County
32	Court-Ordered Treatment	If the specified service (treatment) is court-ordered
33	Zone	The geographical location where services are provided

Exhibit B – Sample Service Agreement

SAMPLE SERVICE AGREEMENT
 Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: (INSERT CONTRACT NUMBER)
 CONTRACTOR: (INSERT CONTRACTOR NAME)
 AGREEMENT TERM: (INSERT CONTRACT TERM)
 MAXIMUM REIMBURSABLE AMOUNT: (INSERT AMOUNT OF CONTRACT)

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide services.

WHEREAS, Contractor is qualified to provide services:

WHEREAS, DPSS desires Contractor, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for County:	Authorized Signature for
Printed Name of Person Signing:	Printed Name of Person Signing:
Title:	Title:
Address: 10281 Kidd St. Riverside, CA 92503	Address:
Date Signed:	Date Signed:

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. Insert additional definitions if applicable.

II. OBJECTIVES

Ensure that services provided result in positive outcomes for at least one of the following program objectives:

- 1. Insert specific instructions here.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Insert additional responsibilities if applicable.

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Contractor and DPSS.
- 2. Insert additional responsibilities if applicable.

B. REPORTING

The Contractor shall:

- 1. Insert reporting instructions here.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$0.00.

2. UNIT OF SERVICE COST RATE

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.

- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
 - d. The Contractor shall submit DPSS Forms 2076A (Exhibit A) and 2076B (Exhibit B) if applicable following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits A and B are attached hereto and incorporated herein by this reference for request of all payments.
 - e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June 2010 are due no later than June 7, 2010. Actual Contractor invoices for May and June 2010 are due no later than July 30, 2010.
4. **FINANCIAL RESOURCES**
- The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.
5. **CERTIFICATION OF FINANCIAL SUPPORT**
- Before commencement of the work under this Agreement, the Contractor shall provide sufficient evidence of financial support to meet its obligations under this Agreement. The ability to provide financial support shall be based on any of the following:
- a. Audited financial statements that document, to the satisfaction of the County, sufficient financial resources to support the Contractor's obligations under this Agreement; or,
 - b. Binding certification from any other affiliated corporation or organization providing financial support in any way that confirms the amount of support provided to the Contractor; or,
 - c. In the event that the Contractor provides working capital through loans from financial or other institutions, documentation from the institution that specifies the maximum line of credit available to the Contractor.
6. **RECORDS, INSPECTIONS AND AUDITS**
- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
 - b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.

- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

8. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor assures it will comply with Title VI 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; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance 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 Contractor 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 contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized 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 11135-39, 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503

(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

6. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

7. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever

arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

8. INSURANCE

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

(4) Professional Liability

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all

endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

9. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

11. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

12. PERSONNEL

a. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

- (1) All staff who work full or part-time positions by title, including volunteer positions; and
- (2) A brief description of the functions of each position and hours each position worked; and
- (3) The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

b. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1). Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2). Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3). Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- (4). DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

13. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

14. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to DPSS and in accordance with applicable laws to

ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse or neglect to a child protective agency as defined in the Penal Code

15. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

16. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

17. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

18. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street

Riverside, CA 92503
(951) 358-3030

19. CERTIFICATION REGARDING LOBBYING

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

- a. No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

20. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

21. ENVIRONMENTAL STANDARDS

By signing this agreement or accepting funds under this agreement, the contractor assures that he/she will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et.seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:
 - (1) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - (2) The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this agreement, that is currently listed as a violating facility, on the effective date of the agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state's termination for cause of this agreement or for State's disallowance of any cost otherwise allowable under this agreement. The contractor agrees to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

22. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

23. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to the homeless; and
- c. To make available to DPSS in a timely manner all file information regarding the homeless persons served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service to the homeless.

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2009 to June 30, 2010, with one-year renewal options.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

VENDOR:

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

E. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

F. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

G. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than May 1, 2010.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

J. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

Exhibit C – HIPAA Business Associate Addendum to the Agreement

HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and
(CONTRACTOR)

This HIPAA Business Associate Agreement Addendum (“Addendum”) supplements, and is made part of the Agreement for Services (the “Underlying Agreement”) between the COUNTY OF RIVERSIDE (“County”) and (Insert Contractor Name) (“Contractor”) as of the date of approval by both parties (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information (“PHI”) and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”) and/or Part 162 (the “Security Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
 - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
 - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.

- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:
- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
 - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
 - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County, or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
 - D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.
4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
 - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.

- B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
- (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
 - B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
 - C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.
7. Term and Termination.

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having

given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR

COUNTY OF RIVERSIDE

By: _____

By: _____

Date: _____

Date: _____



REQUEST FOR PROPOSAL # PUARC-1187

**ANGER MANAGEMENT,
COUNSELING,
DOMESTIC VIOLENCE BATTERERS GROUPS,
IN-HOME PARENTING EDUCATION,
PARENTING EDUCATION,
SUBSTANCE ABUSE,
MULTI-SERVICE LOCATION**



By:
Mark Whitesell, Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
(951) 955-4937 / (951) 955-3730 (fax)
Email: mawhites@riversidedpss.org
NIGP Code(s):96258

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED

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INSTRUCTIONS TO BIDDERS

Buyer: Mark Whitesell Email: mawhites@riversidedpss.org
Visit our Website: www.purchasing.co.riverside.ca.us
Telephone: (951) 955-4937

- I. Contractor Registration – Unless stated elsewhere in this document, Contractor must register online at www.Purchasing.co.riverside.ca.us with all current Contractor information, to be registered on the County's database.
- II. Prices/Notations – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. Period of Firm Pricing – Unless stated otherwise elsewhere in this document, prices shall be firm for 180 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
- IV. Method of Award – The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- V. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
- VI. Return of Bid/Closing Date/Return to – The bid response shall be delivered to the **Clerk of the Board, 4080 Lemon Street, Riverside, CA 92501 by 2:00 p.m.** on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q. /R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- VII. Auditing – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- VIII. Disabled Veteran Business Enterprise Preference – The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P
Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

- | | | | |
|--|---|---|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> EXHIBITS (A-C) | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110 | Special Conditions/Response | <input type="checkbox"/> 116-150 | Special Conditions RFP |
| <input type="checkbox"/> #116-140 | Special Conditions Personal/Professional Services RFP | <input type="checkbox"/> 116-130 | Equipment Information Sheet |

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

- | | | | |
|--|--|-----------------------------------|--|
| <input type="checkbox"/> #116-200 | General Conditions | <input type="checkbox"/> #116-210 | General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230 | General Conditions - Equipment | <input type="checkbox"/> #116-220 | General Conditions - Public Works |
| <input checked="" type="checkbox"/> #116-240 | General Conditions - Personal/Professional Service | | |

Appendix A

1.0 PURPOSE

The County of Riverside, Department of Public Social Services (DPSS) is seeking proposals from qualified parties to provide child abuse, neglect prevention, and treatment services. Specifically, these services include: Anger Management, Individual Counseling, Family Counseling, Group Counseling, Domestic Violence Batters Group, In-Home Parenting Education, Parenting Education, and Substance Abuse. The County is seeking community-based services that provide comprehensive, well coordinated, and evidence-based programs to strengthen and support families and reduce the likelihood of child abuse and neglect. The County is committed to collaborating with community based agencies to achieve the following child welfare outcomes:

- Children are, first and foremost, protected from abuse and neglect
- Children are safely maintained in their own 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

The bidder's services should be consistent with the County's goal to improve child welfare outcomes for child safety, permanency, and family and child well-being and be responsive to the 2011 County Needs Assessment and the 2009 County System Improvement Plan (SIP). Bidders are strongly encouraged to refer to the Needs Assessment (http://pcariverside.org/wp-content/uploads/2010/10/2010_Needs_Assessment.pdf) and the County's 2009 SIP (<http://www.dss.cahwnet.gov/cfsweb/res/SIPs/2009-2012SIPRiverside.pdf>) in the development of their proposal. The services identified as being needed in the County in the 2011 Needs Assessment are the basis for this RFP.

Further, DPSS works diligently to ensure that all available services are provided in a comprehensive manner; are conveniently available and easily accessible; are strongly linked to additional supportive resources outside the child welfare system (CWS); and are culturally respectful.

The County of Riverside has the right to split this bid among multiple Contractors.

2.0 TIMELINE

TIMELINE	DATES
2.1 RELEASE OF REQUEST FOR PROPOSAL	Tuesday, October 25, 2011
2.2 NON-MANDATORY BIDDERS MEETING Location: County of Riverside Purchasing and Fleet Services 2980 Washington Street Riverside, CA 92504	Monday, November 7, 2011 Time: 10:00 am
2.3 DEADLINE FOR SUBMISSION OF QUESTIONS E-mail: mawhites@riversidedpss.org kaohta@riversidedpss.org Mail: County of Riverside Purchasing and Fleet Services Attn: Mark Whitesell - #PUARC-1187 2980 Washington Street Riverside, CA 92504	Must be received in writing by: Monday, November 14, 2011 Time: <u>1:00 pm</u> Include RFP # PUARC-1187 on all inquiries
2.4 DEADLINE FOR PROPOSALS	Monday, December 5, 2011 Time: <u>2:00 pm</u> ALL PROPOSALS MUST BE DELIVERED TO: Riverside County Administration Center Clerk of the Board of Supervisors 4080 Lemon Street, 1 st Floor Riverside, CA 92501 RFP #PUARC-1187
2.5 TENTATIVE DATE FOR AWARDING RFP Approximately 60 to 120 days after the RFP closes. The County of Riverside expects to have a Contractor(s) in place on or before 7/1/12.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.Purchasing.co.riverside.ca.us

2.6 Inquiries: All inquiries must be submitted on or before the last day for questions. Please refer to "Section 2.0 Timeline" for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP number PUARC-1187, to the attention of the Procurement Contract Specialist.

3.0 PERIOD OF PERFORMANCE

The period of performance shall be for three (3) years, renewable in one-year increments, with the completion date of June 30, 2015 with no obligation by the County of Riverside to purchase any specified amount of services.

4.0 DEFINITIONS

Wherever these words occur in this RFP, they shall have the following meaning:

- 4.1 "Addendum" refers to an amendment or modification to the RFP (Request for Proposals).
- 4.2 "Anger Management" is defined as the process of learning to increase the positive aspects/functions of anger and decrease the negative functions. The goals are to communicate feelings, problem solve, take control of a situation, and to avoid unnecessarily defending oneself or becoming aggressive. Anger Management Groups do not address the attitudinal beliefs (i.e. entitlement, use of power and control tactics, etc.) that are an integral part of the cycle of domestic violence. Anger Management programs are designed to educate people who have a global problem with anger.
- 4.3 "Bid" refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- 4.4 "Bidder" refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 4.5 "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- 4.6 "CAPIT" shall mean the Child Abuse Prevention, Intervention and Treatment Program.
- 4.7 "CBCAP" shall mean the Community Based Child Abuse Prevention Program.
- 4.8 "CDSS" refers to the California Department of Social Services.
- 4.9 "CEBC" refers to the California Evidence-Based Clearinghouse for Child Welfare (<http://www.cebc4cw.org/>).
- 4.10 "Clerk of the Board of Supervisors" refers to the County of Riverside's Clerk of the Board of Supervisors, which has responsibility for receiving the Proposals from this RFP.
- 4.11 "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Bidder are used interchangeably.
- 4.12 "Counseling Services" refers to services designed to prevent the occurrence or reoccurrence of child maltreatment or domestic violence events, to prevent the unnecessary separation of children from their families, and to ensure permanency by maintaining or reuniting children with their parents, adoptive parents, kinship providers, or legal guardians.
- 4.13 "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- 4.14 "County" refers the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- 4.15 "Cultural competence" is defined as a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. 'Culture' refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. 'Competence' implies having the capacity to function effectively as an individual and an

organization within the context of the cultural beliefs, behaviors, and needs presented by clients and their communities.

- 4.16** "Domestic Violence" is defined as is defined in Section 6211 of the California Family Code as, "abuse perpetrated against any of the following persons:
- (a) A spouse or former spouse
 - (b) A cohabitant or former cohabitant, as defined in Section 6209
 - (c) A person with whom the respondent is having or has had a dating or engagement relationship
 - (d) A person with whom the respondent has had a child, where the presumption applies that the male parent is the father of the child of the female parent under the Uniform Parentage Act (Part 3 commencing with Section 7600) of Division 12)
 - (e) A child of a party or a child who is the subject of an action under the Uniform Parentage Act
 - (f) Any other person related by consanguinity or affinity within the second degree.
- 4.17** "Domestic Violence Batterers Groups" are defined as a group to educate persons who have perpetrated domestic violence against their partners and children.
- 4.18** "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- 4.19** "Evidence-Based" is defined as a practice consistent with the best research available, intersect with sound clinical judgment and experience, and aligned with the goals and values of the client being served.
- 4.20** "Family Preservation Services" refers to services defined by the Social Security Act Section 431. [42 U.S.C. 629a] (a)(1) as services for children and families designed to help families (including adoptive and extended families) at risk or in crisis.
- 4.21** "Family Support Services" refers to services defined by Social Security Act Section 431. [42 U.S.C. 629a] (a)(2) as community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable, and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development.
- 4.22** "HIPAA" refers to the Health Insurance Portability Accountability Act.
- 4.23** "In-Home Parenting Education" refers to parent education services provided in the home where parents *actively acquire* parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on the acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
- 4.24** "Intervention Services" refers to services designed to identify and assist high-risk families to prevent abuse or neglect.
- 4.25** "JOM" refers to "Joint Operational Meetings" and are held between Contractors and DPSS.
- 4.26** "Licensed Clinical Therapist" refers to a Marriage and Family Therapist (MFT), Licensed Clinical Social Worker (LCSW), Licensed Educational Psychologist (LEP), Psychologist, or a direct supervised status as a Marriage and Family Therapist Intern (IMF), Associate Clinical Social Workers (ASW), or Psychological Assistant. Credentials of all facilitators must be current, active and in clear status with the State of California Board of Behavioral Science or California Board of Psychology for the entire duration of the contract.
- 4.27** "Parent" refers to a parent or legal guardian.
- 4.28** "Parenting Education Classes" refers to services intended for those adults who need assistance in strengthening their emotional attachment to their children, learning how to nurture their children, as well as understanding general principles of care and supervision. These classes are generally performed within a group setting and involve active learning approaches to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework,

modeling, or practicing skills. Parent education is focused on acquisition of new parenting skills and behaviors to promote positive parent-child interactions.

- 4.29** "Prevention Services" refers to community based and prevention focused programs and activities to strengthen and support families to prevent child abuse and neglect.
- 4.30** "PCARC" refers to Prevent Child Abuse Riverside County; Riverside County's designated lead agency in child abuse prevention and the parent organization which coordinates the County's eight regional child abuse prevention councils as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section 18983.5).
- 4.31** "PSSF" shall mean Promoting Safe and Stable Families.
- 4.32** "Qualified interpreter" is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.
- 4.33** "RFP" refers to Request for Proposal.
- 4.34** "TDM" shall refer to Family to Family Team Decision Making meetings that bring together the family, extended family, foster parents, community partners and Children's Services social workers to identify the best and least restrictive placement for the child, to develop a safety plan and to design services that will meet the needs of the child and their family. This team approach is lead by a trained facilitator and works through the active involvement and consensus efforts of the meeting participants.
- 4.35** "W&I Code" refers to the California Welfare and Institutions Code.

5.0 EVALUATION PROCESS

5.1 Proposals may be evaluated based on the criteria listed below, to include but not limited to:

Criteria	Weight
Bidders response to addressing all points in "Section 8.0 Required Format For Proposals & Description of Services"	50%
Overall cost to the County	30%
Bidder's general experience	20%
Financial status	Pass/fail
Clarifications, Exceptions or Deviations	Pass/fail

5.2 All proposals will be given thorough review. All contacts during the review selection phase will only be conducted through the Riverside County Purchasing Department, Contract Procurement Specialist responsible for this RFP. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor.

5.3 All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

6.0 PROGRAM INFORMATION

6.1 Program Objectives

- 6.1.1 Delivery of competent and effective Anger Management, Counseling, In-Home Parenting, Parenting Education, Substance Abuse, and Domestic Violence Batterers services to residents of Riverside County in all three (3) designated zones.
- 6.1.2 Priority for services are given to children who are at high risk, including children who are being served by the county welfare departments for being abused and neglected and other children who are referred.
- 6.1.3 Prevent the unnecessary separation of children from their families, improve the quality of care and services to children and their families, and ensure permanency for children.
- 6.1.4 Services strengthen parental relationships, improve parenting skills, and increase relationship skills within the family to prevent child abuse and neglect, while promoting timely family reunification when children must be separated from their parents.
- 6.1.5 Services are culturally and linguistically appropriate to the population served.

6.2 Program Outcomes

- 6.2.1 Reduce initial entry into foster care
- 6.2.2 Reduce re-entry and re-abuse rates
- 6.2.3 Increase successful reunifications
- 6.2.4 Improve parenting skills, parent-child interaction, and overall family functioning
- 6.2.5 Increase child well-being

6.3 Key Principles

The primary goals of Riverside County's child abuse prevention and intervention program are to prevent the occurrence or recurrence of child abuse and neglect; prevent the unnecessary separation of children from their families; improve the quality of care and services to children and their families; and ensure permanency for children by reuniting them with their parents, by adoption or by another permanent living arrangement. DPSS is committed to working with community-based agencies to provide culturally competent evidence-based programs that are easily accessible, comprehensive and well-coordinated manner.

Bidders are recommended to propose evidence-based programs and address the following key principles:

- The welfare and safety of children and of all family members should be maintained while strengthening and preserving the family. It is advantageous for the family as a whole to receive services that identify and enhance its strengths while meeting individual and family needs.
- Services should be easily accessible, often delivered in the home or in community-based settings, and they should respect cultural and community differences. In addition, they should be flexible, responsive to real family needs, and linked to other supports and services outside the child welfare system;
- Services should involve community organizations and residents, including parents, in their design and delivery;
- Services must be provided to residents of Riverside County;
- Services are intensive and effective in keeping children safe and meet family needs, encompassing both preventive and crisis services.

Structurally, integrated service models can be horizontal or vertical. "Horizontal" integration means enhancing informal and formal linkages and working relationships among different agencies. "Vertical" integration means establishing a single, unified, and integrated organization with primary responsibility for providing a wide range of services. Integration and collaboration are essential if all available community resources are to focus on the client in a coordinated and effective manner.

The core services being delivered at the community and regional levels may vary – depending on demographics, population, or other information – but the protocols surrounding access, information sharing, case management, data collection, referrals, etc. would remain consistent through:

- multi-tasking (professionals providing a wider range of services);
- co-location of services, so that clients can access a range of services at one facility;
- using a collaborative regional / departmental budgetary process;
- using a comprehensive information system, where each service site is electronically linked;
- establishing linkages with professional associations (collaborative networks);
- developing an implementation plan, possibly using pilot communities; and implementing the system gradually.

6.4 Target Populations

Services solicited will provide a continuum of primary and secondary prevention, intervention and treatment services for families at risk of child abuse or neglect. This will include families referred to, or involved with DPSS. Priority of services shall be given to families at high risk, including children who are being served by DPSS for being abused, and neglected, and other children who are referred for services by legal, medical, community organizations or social services agencies. Clients may also self-refer (walk-in). The delivery of effective child abuse prevention programs is integral to reducing the likelihood that a

parent will harm his or her child. Prevention programs aim to mitigate risks, such as domestic violence, substance abuse, mental illness, or poverty, while increasing known protective factors, such as social connections, knowledge of effective parenting, and access to support in times of need.

6.5 Geographic Target Population

The County is divided into three (3) separate zones (as determined by Zip Code and population), which are listed in Section 8.0 under Services by Geographical Zone. Bidders must specify the zone(s) in which they can provide services. If services cannot be reasonably rendered to a client in the zone of their residency, the vendor may accept clients residing in a different zone.

Bidders are encouraged to submit proposals to provide services to families located in areas identified as having the highest incidence of child abuse allegations. Isolated, remote, inaccessible, or underserved areas. Communities in the desert region of Riverside County east of Banning, particularly the cities of Mecca and Blythe, are currently underserved and in need of support services

6.6 Multi-Service Model

The Multi-Service Model (aka "Integrated Service Delivery Model") is the concept that multiple services are more accessible efficient by being provided by one (1) community provider, or in one (1) location.

Key elements of a Multi-Service Model include:

1. Services integration and collaboration
2. Organizational integration and collaboration.
3. Community Service hub designed to improve family life, especially overburdened families
4. Central neighborhood or community location where it is easily accessible to clients with a comprehensive service design and;
5. Integrated to serve the unique needs and strengths of the individual, the family and surrounding community.

A successful model emphasizes cooperation among multiple service providers to maximize resources. Riverside County currently implements and encourages the utilization of the Family Resource Center model (FRC) as one of the approaches for developing an integrated service delivery system for families. Like many community models, the FRC model shares principles of family support, resident involvement, public and private partnerships, and community building and shared accountability.

The County will choose vendors who can provide all of the services in each individual zone. This includes: Anger Management, Individual/Family/Group Counseling, Domestic Violence groups for batterers, In-Home Parenting, Parenting Education and Substance Abuse. This "multi-service" approach is intended to make services more accessible and efficient through coordination and co-locating services that are normally provided by more than one (1) agency or program.

Multi-Service Vendors must provide all of the requested services, develop a model that includes coordination and partnering with other service providers, or explain how all services will be provided in each zone(s). Vendors may choose to provide services in Zone 1, Zone 2 and/or Zone 3.

Vendors are encouraged to subcontract or partner with other community providers, however, the County will only contract with one (1) agency per zone. It will be the responsibility for the awarded vendor to maintain all services to clients within the awarded zone.

Vendors bidding on this model, must fill all of the information in Tabs A – N.

7.0 GENERAL PROPOSAL SUBMITTAL

- 7.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFP.
- 7.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 7.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 7.4 Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- 7.5 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 7.6 Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 7.7 Faxed or emailed proposals will not be accepted.
- 7.8 All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal."
- 7.9 One (1) original and six (6) additional copies, each in a three (3)-ring binder for ease of opening by evaluators.
- 7.10 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with Tabs A-N, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- 7.11 Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder)
- 7.12 Contractors may be asked to submit one (1) (Microsoft Word or PDF document formatted on a virus free CD). DO NOT INCLUDE IN YOUR PROPOSAL until requested by County at a later date.
- 7.13 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 7.14 All work papers prepared in connection with the contractual services will remain the property of the successful bidder, however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

8.0 REQUIRED FORMAT FOR PROPOSALS

Any Bidder who wishes to have this RFP in electronic format may send an email request to: MAwhites@riversidedpss.org. Please copy kaohata@riversidedpss.org

TAB A Proposal Checklist

Instructions:

- This section must be filled in and each item checked off to ensure all items requested by the County in this RFP have been submitted.
- Follow the instructions in each section of the RFP
- Present all requested items in the tabs ordered A through N as shown
- Label each item presented and include additional items on your Table of Contents
- All proposals must include a detailed description of each proposed service to be provided
- Bidders that do not follow the Required Format for Proposals, may be found to be "non-responsive" and disqualified from the bid process

Name of Organization: _____

Proposed Geographic Zone(s):

- Zone 1 (Western County)
- Zone 2 (Mid & Southwest County)
- Zone 3 (Desert & Eastern County)

ARE YOU PROPOSING THE MULTI-SERVICE MODEL as specified in Section Tab A? Yes No

If yes, please note that you must provide all of services in the zone you are proposing, or explain how all services will be provided in the zone. Vendors may choose to provide services in Zone 1, Zone 2 and/or Zone 3.

Below please check the box (☒) next to all of the service(s) you are bidding on:

Bidding On ☒	Services	Bidding On ☒	Services
<input type="checkbox"/>	Anger Management	<input type="checkbox"/>	In-Home Parenting Education
<input type="checkbox"/>	Counseling (Individual & Group)	<input type="checkbox"/>	Parenting Education
<input type="checkbox"/>	Domestic Violence Batterers Groups	<input type="checkbox"/>	Substance Abuse

Tab A Proposal Checklist(continued)**General Bidder Information**

Please provide one (1) of each of the following items in your proposal.

- Tab A – Proposal Checklist (*This page*)
- Tab B – Proposal Cover Page (Page 16)
- Tab C – Table of Contents (Page 17)
- Tab D – Company/Agency Profile (Page 18)
 - Child Abuse Mandated Reporter Policy and Procedures
 - Substance Abuse Policy and Procedures
 - Background Checking Procedures
 - Client Confidentiality Procedures
 - Additional Staff Training
- Tab E – Acknowledgements (Page 20)
 - E-1 Clarifications, Exceptions or Deviations (page 20)
 - E-2 Evidence of Insurability/Business Licenses (page 20)
 - E-3 Data and Reporting Requirements (page 20)
 - E-4 Transition (page 21)

Service Information

Please provide the following items for **each** service for which you are proposing. Each service should be in its own section. For example, if you are proposing for Counseling and Parenting Education Classes, your proposal would include a section labeled Counseling and a section labeled Parenting Education Classes, with each section containing tabs F through L specific to that service.

- Tab F Anger Management Classes (page 22)
 - F-1 Scope of Services (page 22)
 - F-2 Service Locations (page 28)
 - F-3 Services by Geographical Zone (page 29)
 - F-4 References (page 30)
- Tab G Individual, Conjoint, Family or Group Counseling Services (page 31)
 - G-1 Scope of Services (page 31)
 - G-2 Service Locations (page 36)
 - G-3 Services by Geographical Zone (page 37)
 - G-4 References (page 38)

- Tab H Domestic Violence Batterers Group (page 39)
 - H-1 Scope of Services (page 39)
 - H-2 Service Locations (page 45)
 - H-3 Services by Geographical Zone (page 46)
 - H-4 References (page 47)

- Tab I In-Home Parenting Education (page 48)
 - I-1 Scope of Services (page 48)
 - I-2 Service Locations (page 53)
 - I-3 Services by Geographical Zone (page 54)
 - I-4 References (page 55)

- Tab J Parenting Education Classes (page 56)
 - J-1 Scope of Services (page 56)
 - J-2 Service Locations (page 63)
 - J-3 Services by Geographical Zone (page 64)
 - J-4 References (page 65)

- Tab K Substance Abuse Services (page 66)
 - K-1 Scope of Services (page 66)
 - K-2 Service Locations (page 72)
 - K-3 Services by Geographical Zone (page 73)
 - K-4 References (page 74)

- Tab L Multi-Service Model (page 75)
 - L-1 Scope of Services (page 75)
 - L-2 Service Locations (page 77)
 - L-3 Services by Geographical Zone (page 78)
 - L-4 References (page 79)

Financials

Please provide one (1) copy of Tabs M and N in a clearly marked, sealed envelope.

- Tab M – Cost Proposal & Budget Narrative (Page 80)
- Tab N – Financial Statement

TAB B Proposal Cover Page

This Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:
WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of the Department of Public Social Services is soliciting proposals from qualified firms to provide:

Anger Management, Counseling, Domestic Violence, Parenting Education, In-Home Parenting Education, and Substance Abuse

There will be a Non-Mandatory bidders meeting to be held on:

Date: Monday, November 7, 2011; **Time:** 10:00am

Location: Purchasing & Fleet Services
2980 Washington St.; Riverside, CA 92504

BID CLOSING DATE: Monday, December 5, 2011 no later than 2:00 pm.
NO FAXED PROPOSALS WILL BE ACCEPTED

PROPOSALS MUST BE DELIVERED TO:
4080 Lemon St. 1st Floor, Riverside, CA 92501

After close of this RFP, the award may be announced within 60 - 120 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # () FAX # ()

Contractor Website:

Name: Title:

Signature: Date:

Email:

Please Check Disabled Veteran

TAB C Table of Contents

This section shall include a comprehensive table of contents that identifies material by Tabs A–N (in the order listed above) and by sequential page numbers.

TAB D Company/Agency Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)
2. Proof of non-profit status, if applicable
3. Company overview of services or activities performed, including:
 - a) The history of the bidder's firm
 - b) The number of years in business under the present business name, as well as prior business names
 - c) Number of years experience providing the proposed, equivalent or related services
 - d) Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
 - e) Company size - number of staff
 - f) Location of the office from which the work under this contract will be provided and the staff allocation at that office
4. Whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.
5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
6. Names of persons with whom the Bidder has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.
7. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract.
8. Include the policy and procedures for the following:
 - a) Child Abuse Mandated Reporter. All program staff, subcontractors and volunteers providing direct services to clients must have training in identifying suspected child abuse and notifying the County.
 - b) Substance Abuse. All program staff must be trained to identify substance abuse and develop a procedure to report to DPSS those clients who appear to be chronic or serious users of alcohol or drugs.
 - c) Provide the bidder's company background checking procedures and company utilized. Bidders must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors and volunteers providing direct services to clients.
 - d) Client Confidentiality. This must include how the organization will keep client information confidential.
 - e) Any additional staff training
9. Include a description of the organization's cultural competency policy, including:
 - a) How staff will work with clients from other cultures
 - b) Describe the process by which bilingual staff or a qualified interpreter are obtained/employed for services, e.g., currently employee, subcontractor, etc.
 - c) Provide a listing of the languages in which the substance abuse services can be currently offered

10. Contractor Partnership

The Contractor will serve as a community link establishing referrals, Family Resource Centers, community providers, resources, directing individuals in need of other services beyond the scope of the program. *The Contractor must provide a description of how they will locate and collaborate with other community providers in their proposal.*

TAB E Acknowledgements

E-1 CLARIFICATIONS, EXCEPTIONS OR DEVIATIONS

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit B and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Subcontractors
- Reporting Requirements
- Confidentiality

Do you have any other exceptions/deviations? If so, please provide an explanation:

E-2 EVIDENCE OF INSURABILITY/BUSINESS LICENSES

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

E-3 DATA AND REPORTING REQUIREMENTS

A. Client Level Data Reporting

- 1) Contractors will be required to submit Client Level Data to DPSS. No reporting deviations will be accepted.
- 2) Awarded Contractors will collaborate with a designated program evaluator and will be required to provide monthly reports. Electronic client-level data will be collected for each client as services are provided to evaluate the designated outcome objective(s) approved for each award and report findings to the California Department of Social Services (CDSS).
- 3) A data collection tool will be created by the County and must be maintained by the awarded Contractor. Collected data may be published or reported in public forums, however, under no circumstances will a client's identity be revealed.

- 4) Contractors will be required to complete and submit an intake and exit interview for each client to measure changes in parental attitudes, behaviors, skills and/or other relevant indicators. DPSS will provide the required intake and exit interview forms.
- 5) The Contractor must provide a monthly written progress report, as requested by the referring social worker per W&I Code, Section 18961.5. Progress reports must include the client's progress in completing the service plan.
- 6) The Contractor must provide a final client report after the client has completed or left the program for every service you provide in this RFP.

B. Client Case Files (Individual and Group)

Contractors must maintain case files for each client/group served. Case files must be available for DPSS to review upon request, and must contain:

- 1) Client's Name and date of birth
- 2) Basic demographic information
- 3) A copy of the referral from the County of Riverside (if applicable)
- 4) An assessment of each client's service needs
- 5) A copy of the service/treatment plan, including written narratives of contacts, progress reports and observations, a record of other services to which the client was referred, and a closing assessment and summary of the services that have been provided to the client
- 6) Client contact log
- 7) Client Written Agreement
- 8) Sign-in sheet for all services provided, including date, starting and ending time, facilitator name, and topics reviewed.

E-4 TRANSITION

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- 1) Continue delivering services to all Clients in all geographic areas currently served in Riverside County until notified otherwise; and
- 2) Assist DPSS in the orderly transition and transfer of Clients and data to DPSS and the subsequent Contractor(s); and
- 3) Provide, in a timely manner, all file and database information deemed necessary by DPSS for use in subsequent contracting activities without additional cost to DPSS or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- 4) Cooperate with DPSS during a transition close-out period to ensure orderly and seamless delivery of services to Clients.

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization

hereby certify that _____ by submission of this proposal in response to the
Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

Please provide a Scope of Service for each service proposed.

This RFP has a space provided under each question the County has of the Bidder, All proposals must include a detailed description of each proposed service to be provided Bidder may get an electronic copy of this RFP by contacting Mark Whitesell by email at mawhites@riversidedpss.org and Katherine Ohta at KAohta@riversidedpss.org. This RFP has six (6) different service components bidders may propose, bidders can propose on (1) one or all (6) six of the service components in this section. The description of services shall include, but is not limited to the following for each service component:

TAB F Anger Management Classes

Are you bidding on Anger Management Classes? If yes, please answer all of the questions in this section. If not, please skip to Page 31, Tab G Individual, Conjoint, Family or Group Counseling Services.

- Are you bidding on the Multi-Service Model (Bidder must complete Tabs A-N)
- Are you bidding on an individual service? (Bidder can bid on multiple services)

F-1 SCOPE OF SERVICES

A written response of the Scope of Services. Bidders must address all points in this section for each service the Bidder is proposing. All questions are in italicized font.

8.1 Overview

Services are for **perpetrators** of abuse. Services can be provided to both adults and minors. The objective is to stop abusive and violent incidents, teach alternative methods of expressing emotions, teach how to negotiate differences, and hold offenders accountable for their behavior.

Historically, 339 clients have been served by three (3) different community providers each year, in each of the zones as follows:

	Zone 1	Zone 2	Zone 3
Clients Served	146	71	122

8.2 Unit of Service

A single Unit of Services is inclusive of the following:

- One (1) unit of Anger Management is defined as one (1) group session; AND
- Group sessions must be a minimum of ninety (90) minutes of in-class, face to face sessions and cannot exceed more than one (1) session per client in a seven (7) day period; AND
- Groups with less than six (6) clients will be prorated.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.3 Outcome Based Measures

All services must be outcome based and include a method to measure those outcomes.

Bidders must identify their program's outcome and process for measuring outcomes. Bidders must include a narrative for any numerically based outcomes. If using an outcome measure assessment tool, please include it with your response.

BIDDER'S RESPONSE:

8.4 Anger Management Class Requirements

Classes

8.4.1 Anger Management classes are conducted in a group setting and are typically presented through lecture, videotapes and group discussion. Curriculum commonly emphasizes anger management.

Bidders must provide a copy of the program curriculum and program model/methodology in their response.

BIDDER'S RESPONSE:

8.4.2 Bidders must have experience providing Anger Management classes.

Bidders must describe their experience with providing similar services.

BIDDER'S RESPONSE:

8.4.3 A twelve (12) to sixteen (16) week program with day and evening classes must be offered. Evening is defined as after 6pm.

Provide the number of classes per program and a tentative schedule of classes.

BIDDER'S RESPONSE:

- 8.4.4 The Contractor shall provide a minimum of ninety (90) minute group sessions. Each client cannot attend more than one (1) group session per week.

Provide the length of each group session.

BIDDER'S RESPONSE:

- 8.4.5 The group client ratio is a minimum of six (6) clients, and a maximum of fifteen (15) clients to one (1) facilitator. Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator. The cost for groups with fewer than six (6) clients will be prorated per client.

BIDDER'S RESPONSE: In this area, acknowledge you have read the statement above.

- 8.4.6 English and Spanish speaking classes must be offered with an alternate plan for those clients that don't speak either language.

Bidders must submit an alternative plan to provide services in other languages in the proposal.

BIDDER'S RESPONSE:

- 8.4.7 Services must be provided within fifteen (15) minutes walking distance from public transportation access.

Bidders shall provide the address for the closest public transportation access e.g., bus/train stop, for each location where services are provided, and the walking time to that public transportation access.

BIDDER'S RESPONSE:

Referrals/Intake

8.4.8 For clients referred by the County or other community organizations, Contractors must contact the client within two (2) business days of the referral to schedule an in-person enrollment/intake.

The Contractor must document all contact attempts in writing in the event the client cannot be reached within the two day time period.

BIDDER'S RESPONSE:

8.4.9 An in-person enrollment/intake must be completed within ten (10) business days of the initial client contact for all clients.

Bidders must describe the intake process in their response.

BIDDER'S RESPONSE:

8.4.10 All clients must begin classes within thirty (30) calendar days of the in-person intake/enrollment. If a client is not able to begin classes, the Contractor must notify DPSS via email.

***BIDDER'S RESPONSE:** In this area, acknowledge you have read the statement above.*

8.4.11 Contractors will be required to complete and submit an intake and exit interview for each client to measure changes in parental attitudes, behaviors, skills and/or other relevant indicators. DPSS will supply Contractors with an intake and exit interview form.

***BIDDER'S RESPONSE:** In this area, acknowledge you have read the statement above.*

Administration

8.4.12 Contractor's staff liaison will participate in TDM sessions when requested to do so by the referring social worker, and make note of such attendance in the client's case file. Historically, there is an average of 1-2 sessions per client.

***BIDDER'S RESPONSE:** In this area, acknowledge you have read the statement above.*

8.4.13 Contractor's staff shall participate in JOMs as requested. Historically, JOM's are held quarterly.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.4.14 All subcontractors must be approved in writing by the County. Subcontractors may include, but are not limited to: MFT, LCWS or Psychologists who supervise MFT Interns, LCWS Associates or Psychological Assistants.

Indicate if the bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and a list of responsibilities. Provide subcontractors qualifications/licenses/certifications that meet the Scope of Services.

BIDDER'S RESPONSE:

8.5 Staff Qualifications

8.5.1 All Anger Management Groups must be facilitated by a Licensed Clinical Therapist, as defined in "Section 4.0 Definitions" of this RFP.

Bidders must submit a valid license from the California Board of Behavioral Sciences (BBS) or California Board of Psychology for each Licensed Clinical Therapist.

BIDDER'S RESPONSE:

8.5.2 Credentials will be provided for all staff providing services, specifically:

- a) Description of education
- b) General experience
- c) Experience or education related to the RFP project
- d) Letters of reference if available
- e) Copies of applicable current professional licenses, permits, and certificates
- f) Any other information, which will assist in evaluating qualifications

Bidders must provide resumes as credentials of staff providing services

BIDDER'S RESPONSE:

8.6 Evidence-Based Practice for Anger Management

A consensus of various internet sites report that anger management classes teach clients communication skills, relaxation techniques, and cognitive behavioral intervention in a therapeutic group setting with a facilitator trained in anger management interventions and exercises. These combined techniques have been successful in helping individuals with unfocused and random anger issues. Parents involved in the child welfare system are often required to attend anger management classes as a part of their DPSS case plan.

Bidders must include documentation describing your program's treatment model, and must describe their understanding of the program and their experience implementing Evidence-Based programs. If bidding an evidence-based model, Bidders must include documentation, e.g., letter of reference, from the program or evidence-based program trainer verifying the evidence-based model.

BIDDER'S RESPONSE:

- 8.6.1 The CEBC (<http://www.cebc4cw.org/>) provides information about research evidence programs being used in California for child welfare services. Proposals must include the following:
- Child Welfare Relevance Rating** - Programs scoring a two (2) or higher will receive a higher evaluation score.
 - Scientific Rating Scale** - Programs scoring a three (3) or higher will receive a higher evaluation score.
 - Non-Rated Evidence-Based Programs** - Programs that have not been reviewed by the CEBC may also be submitted for award consideration and will be evaluated using the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.

BIDDER'S RESPONSE:

_____ Child Welfare Relevance Rating

_____ Scientific Rating Scale

- Not Rated (Contractors must also complete and include the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.)

Tab F Anger Management Classes (continued)

F-2 SERVICE LOCATIONS

In this section, provide all of the following geographic summary area.

- a) Identify the zones for which you are submitting bids
- b) List each physical address your Company/Organization will provide services.
- c) If you do not have an office currently in the zone you wish to serve, include the proposed facilities address you anticipate to acquire to provide these services.
- d) Contractors may list more than one (1) facility for each zone. List any additional offices on a separate page.

Service: Anger Management Classes						
Zone (check the zone)	Current Office (Yes/No)	Address	City	Zip	# of Current Staff in each office	Please list hours of availability to provide services
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						

Tab F Anger Management Classes (continued)**F-3 SERVICES BY GEOGRAPHICAL ZONE**

- 1) Bidders must check each zip where services are provided, and
- 2) Explain how they will provide services to each zone checked in their proposal.

ZONE 1 Western County		
<input checked="" type="checkbox"/>	City	Zip Code
	Colton	92324
	Corona	92879
	Corona	92880
	Corona	92881
	Corona	92882
	Elsinore	92530
	Elsinore	92531
	Elsinore	92532
	Homeland*	92548
	March AFB	92518
	Mira Loma	91752
	Moreno Valley	92551
	Moreno Valley	92552
	Moreno Valley	92553
	Moreno Valley	92554
	Moreno Valley	92555
	Moreno Valley	92556
	Moreno Valley	92557
	Norco	92860
	Nuevo/Lakeview	92567
	Perris*	92570
	Perris	92571
	Perris	92572
	Riverside	92501
	Riverside	92502
	Riverside	92503
	Riverside	92504
	Riverside	92505
	Riverside	92506
	Riverside	92507
	Riverside	92508
	Riverside	92509
	Romoland	92585
	Sun City	92586
	Sun City/ Canyon Lake/Quail Valley	92587
	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input checked="" type="checkbox"/>	City	Zip Code
	Aguanga	92536
	Anza*	92539
	Banning*	92220
	Beaumont/ Cherry Valley	92223
	Cabazon*	92230
	Calimesa	92320
	Hemet*	92543
	Hemet	92545
	Hemet/Valle Vista*	92544
	Idyllwild	92549
	Menifee/Sun City	92584
	Mountain Center	92561
	Murrieta	92562
	Murrieta	92563
	San Jacinto	92581
	San Jacinto	92582
	San Jacinto/ Gilman Springs*	92583
	Temecula	92590
	Temecula	92591
	Temecula	92592
	Temecula	92593
	Winchester	92596

ZONE 3 Desert & Eastern County		
<input checked="" type="checkbox"/>	City	Zip Code
	Blythe*	92225
	Cathedral City	92234
	Cathedral City	92235
	Coachella	92236
	Desert Center/ Eagle Mountain	92239
	Desert Hot Springs*	92240
	Indian Wells	92210
	Indio	92201
	Indio	92202
	Indio	92203
	Indio Hills/DHS/ Sky Valley	92241
	La Quinta	92253
	Mecca/ North Shore	92254
	Midland	92255
	Palm Desert	92211
	Palm Desert	92260
	Palm Desert	92261
	Palm Springs	92258
	Palm Springs	92262
	Palm Springs	92263
	Palm Springs	92264
	Rancho Mirage	92270
	Ripley	92272
	Thermal/Oasis/ Salton Sea	92274
	Thousand Palms	92276
	Whitewater	92282

* Zip codes indicated with an asterisk have been identified as having the highest incidence of child abuse allegations.

Tab F Anger Management Classes (continued)**F-4 REFERENCES**

All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or DPSS staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.

1. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
2. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.
4. Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

TAB G Individual, Conjoint, Family or Group Counseling Services

Are you bidding on Individual, Conjoint, Family or Group Counseling Services? If yes, please answer all questions in this section. If not, please skip to Page 39, Tab H Domestic Violence Batterers Group.

- Are you bidding on the Multi-Service Model (Bidder must complete Tabs A-N)
- Are you bidding on an individual service? (Bidder can bid on multiple services)

G-1 SCOPE OF SERVICES

8.7 Overview

Services are for children and adults. The objective of counseling services is to prevent the occurrence or reoccurrence of child maltreatment or domestic violence events, to prevent the unnecessary separation of children from their families, and to ensure permanency by maintaining or reuniting children with their parents, adoptive parents, relative caregivers, or legal guardians. Counseling services shall be designed to mitigate and/or eliminate those issues, concerns and problems that brought the family to the attention of the agency providing the service.

Historically, 860 clients have been served by four (4) different community providers each year, in each of the zones as follows:

	Zone 1	Zone 2	Zone 3
Clients Served	265	140	455

8.8 Unit of Service

Counseling Types: The types of counseling are defined below:

Individual psychological counseling:	<p>A single unit of individual counseling must include ALL of the following:</p> <ul style="list-style-type: none"> • Must be a minimum of fifty (50) minutes of face-to-face contact between the Licensed Clinical Therapist and one client; AND • Are limited to a maximum of sixteen (16) sessions per client.
Conjoint or family counseling:	<p>A single unit of conjoint/family counseling must include ALL of the following:</p> <ul style="list-style-type: none"> • Must be a minimum of fifty (50) minutes of face-to-face contact between the Licensed Clinical Therapist, client and at least one (1) family member.
Group counseling:	<p>A single unit of group counseling must include ALL of the following:</p> <ul style="list-style-type: none"> • Must be a minimum of ninety (90) minutes of face-to-face contact between the Licensed Clinical Therapist and a group of clients; AND • Group client ratio is a minimum of six (6) clients, and a maximum of fifteen (15) clients to one (1) facilitator; AND • Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator. <p><i>The cost for groups with fewer than six (6) clients will be prorated per client.</i></p>
<p>BIDDER'S RESPONSE: <i>In this area, acknowledge you have read the statement above.</i></p>	

8.9 Outcome Based Measures

All services must be outcome based and include a method to measure those outcomes.

Bidders must identify their program's outcome and process for measuring outcomes. Bidders must include a narrative for any numerically based outcomes. If using an outcome measure assessment tool, please include it with your response.

BIDDER'S RESPONSE:

8.10 Counseling Requirements

8.10.1 Bidders must have experience providing Counseling services.

Bidders must describe your experience with providing similar services.

BIDDER'S RESPONSE:

Referrals/Intake

8.10.2 For clients referred by the County or other community organizations, Contractors must contact the client within two (2) business days of the referral to schedule an in-person enrollment/intake. The Contractor must document all contact attempts in writing in the event the client cannot be reached within the two day time period.

Bidder must explain their process to notify the County of any client who cannot be reached, or does not show up to the in-person enrollment/intake.

BIDDER'S RESPONSE:

8.10.3 An in-person enrollment/intake must be completed within ten (10) business days of the initial client contact for all clients.

Bidders must describe their intake process in their response.

BIDDER'S RESPONSE:

8.10.4 All clients must begin counseling within thirty (30) calendar days of the in-person intake/enrollment. If a client is not able to begin counseling, the Contractor must notify DPSS via email.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.10.5 Contractors will be required to complete and submit an intake and exit interview for each client to measure changes in parental attitudes, behaviors, skills and/or other relevant indicators. DPSS will supply Contractors with an intake and exit interview form.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.10.6 Counseling sessions must be offered during the day and during evenings. Evening is defined as after 6pm.

Bidders shall provide counseling availability in the proposal, and specify times clients can scheduled individual/family counseling sessions.

BIDDER'S RESPONSE:

8.10.7 English and Spanish speaking counseling sessions must be offered with an alternate plan for those clients that don't speak either language.

Bidders must submit an alternative plan to provide services in other languages in the proposal.

BIDDER'S RESPONSE:

8.10.8 Services must be provided within fifteen (15) minutes walking distance from public transportation access.

Bidders shall provide the address for the closest public transportation access e.g., bus/train stop, for each location where services are provided, and the walking time to that public transportation access.

BIDDER'S RESPONSE:

Administration

8.10.9 Contractor's staff liaison will participate in TDM sessions when requested to do so by the referring social worker, and make note of such attendance in the client's case file. Historically, there is an average of 1-2 sessions per client.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.10.10 Contractor's staff liaison shall participate in JOMs as requested. Historically, JOM's are held quarterly.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.10.11 All subcontractors must be approved in writing by the County. Subcontractors may include, but are not limited to: MFT, LCWS or Psychologists who supervise MFT Interns, LCWS Associates or Psychological Assistants.

Indicate if the bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and a list of responsibilities. Provide subcontractors qualifications/ licenses/ certifications that meet the Scope of Services.

BIDDER'S RESPONSE:

8.11 Staff Qualifications

8.11.1 All counseling sessions must be facilitated by a Licensed Clinical Therapist, as defined in "Section 4.0 Definitions" of this RFP.

Bidders must submit a valid license from the California Board of Behavioral Sciences or California Board of Psychology for each Licensed Clinical Therapist.

BIDDER'S RESPONSE:

8.11.2 Credentials will be provided for all staff providing services, specifically:

- a) Description of education
- b) General experience
- c) Experience or education related to the RFP project
- d) Letters of reference if available
- e) Copies of applicable current professional licenses, permits, and certificates
- f) Any other information, which will assist in evaluating qualifications

Bidders must provide resumes as credentials of staff providing services

BIDDER'S RESPONSE:

Tab G Individual, Conjoint, Family or Group Counseling Services (continued)

G-2 SERVICE LOCATIONS

In this section, provide all of the following geographic summary area.

- a) Identify the zones for which you are submitting bids
- b) List each physical address your Company/Organization will provide services.
- c) If you do not have an office currently in the zone you wish to serve, include the proposed facilities address you anticipate to acquire to provide these services.
- d) Contractors may list more than one (1) facility for each zone. List any additional offices on a separate page.

Service: Individual, Conjoint, Family or Group Counseling Services						
Zone (check the zone)	Current Office (Yes/No)	Address	City	Zip	# of Current Staff in each office	Please list hours of availability to provide services
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						

Tab G Individual, Conjoint, Family or Group Counseling Services (continued)

G-3 SERVICES BY GEOGRAPHICAL ZONE

- 1) Bidders must check each zip where services are provided, and
- 2) Explain how they will provide services to each zone checked in their proposal.

ZONE 1 Western County		
<input checked="" type="checkbox"/>	City	Zip Code
	Colton	92324
	Corona	92879
	Corona	92880
	Corona	92881
	Corona	92882
	Elsinore	92530
	Elsinore	92531
	Elsinore	92532
	Homeland*	92548
	March AFB	92518
	Mira Loma	91752
	Moreno Valley	92551
	Moreno Valley	92552
	Moreno Valley	92553
	Moreno Valley	92554
	Moreno Valley	92555
	Moreno Valley	92556
	Moreno Valley	92557
	Norco	92860
	Nuevo/Lakeview	92567
	Perris*	92570
	Perris	92571
	Perris	92572
	Riverside	92501
	Riverside	92502
	Riverside	92503
	Riverside	92504
	Riverside	92505
	Riverside	92506
	Riverside	92507
	Riverside	92508
	Riverside	92509
	Romoland	92585
	Sun City	92586
	Sun City/ Canyon Lake/Quail Valley	92587
	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input checked="" type="checkbox"/>	City	Zip Code
	Aguanga	92536
	Anza*	92539
	Banning*	92220
	Beaumont/ Cherry Valley	92223
	Cabazon*	92230
	Calimesa	92320
	Hemet*	92543
	Hemet	92545
	Hemet/Valle Vista*	92544
	Idyllwild	92549
	Menifee/Sun City	92584
	Mountain Center	92561
	Murrieta	92562
	Murrieta	92563
	San Jacinto	92581
	San Jacinto	92582
	San Jacinto/ Gilman Springs*	92583
	Temecula	92590
	Temecula	92591
	Temecula	92592
	Temecula	92593
	Winchester	92596

ZONE 3 Desert & Eastern County		
<input checked="" type="checkbox"/>	City	Zip Code
	Blythe*	92225
	Cathedral City	92234
	Cathedral City	92235
	Coachella	92236
	Desert Center/ Eagle Mountain	92239
	Desert Hot Springs*	92240
	Indian Wells	92210
	Indio	92201
	Indio	92202
	Indio	92203
	Indio Hills/DHS/ Sky Valley	92241
	La Quinta	92253
	Mecca/ North Shore	92254
	Midland	92255
	Palm Desert	92211
	Palm Desert	92260
	Palm Desert	92261
	Palm Springs	92258
	Palm Springs	92262
	Palm Springs	92263
	Palm Springs	92264
	Rancho Mirage	92270
	Ripley	92272
	Thermal/Oasis/ Salton Sea	92274
	Thousand Palms	92276
	Whitewater	92282

* Zip codes indicated with an asterisk have been identified as having the highest incidence of child abuse allegations.

Tab G Individual, Conjoint, Family or Group Counseling Services (continued)**G-4 REFERENCES**

All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or DPSS staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.

1. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
2. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.
4. Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

TAB H Domestic Violence Batterers Group

Are you bidding on Domestic Violence Batterers Group Services? If yes, please answer all of the questions in this section. If not, please skip to Page 48, Tab I In-Home Parenting Education.

- Are you bidding on the Multi-Service Model (Bidder must complete Tabs A-N)
- Are you bidding on an individual service? (Bidder can bid on multiple services)

H-1 SCOPE OF SERVICES**8.12 Overview**

Services are to provide Domestic Violence Batterers groups for **adult perpetrators** of domestic violence. The goal is to modify the behavior of the child's custodian, particularly those who have been, are at risk of, committing domestic violence, or have been identified by DPSS as perpetrators of domestic violence. Treatment is designed to stop abusive or violent incidents, teach alternative methods of expressing emotions, learn how to negotiate differences, and hold offenders accountable for their behavior.

If the adult client has been, or during the course of their Domestic Violence Batterers Group, is ordered by the Criminal Court to undergo Domestic Violence treatment, the Contractor shall bill the adult client accordingly, from the date of the criminal court order.

8.13 Unit of Service

A single Unit of Services is inclusive of the following:

- One (1) unit of domestic violence is defined as one (1) group session; AND
- Group sessions must be a minimum of two (2) hours of group, face-to-face sessions and cannot exceed more than one (1) session per client in a seven (7) day period; AND
- **EACH CLIENT MUST BE ENROLLED IN A FIFTY-TWO (52)-WEEK PROGRAM.**

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.14 Outcome Based Measures

All services must be outcome based and include a method to measure those outcomes.

Bidders must identify their program's outcome and process for measuring outcomes. Bidders must include a narrative for any numerically based outcomes. If using an outcome measure assessment tool, please include it with your response.

BIDDER'S RESPONSE:

8.15 Domestic Violence Batterers Group Requirements

Groups

8.15.1 Domestic violence groups may include, but are not limited to, lectures, classes, group sessions, and counseling, and must be fifty-two (52) weeks long.

Bidders must describe their Batterers Group program model/methodology in their response.

BIDDER'S RESPONSE:

8.15.2 Bidders must have experience providing Domestic Violence Batterers Groups.

Describe your experience with providing similar services.

BIDDER'S RESPONSE:

8.15.3 Domestic violence groups are always separated by gender as opposed to anger management classes. Perpetrators and victims never attend the same groups. Each type of group is geared to particular therapeutic interventions.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.15.4 The Contractor will provide weekly two (2) hour group sessions. Each Client cannot exceed more than one (1) session per client in a seven (7) day period.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.15.5 Contractors will be required to complete and submit an intake and exit interview for each client to measure changes in parental attitudes, behaviors, skills, and/or other relevant indicators. DPSS will supply Contractors with an intake and exit interview form.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.15.6 Contractors are required to enter into a written agreement with each client with respect to the responsibilities each perpetrator must satisfy in order to pass the course. The Client Written Agreement is to be kept in the client's case file.

Bidders must provide a copy of the Client Written Agreement in their proposal.

BIDDER'S RESPONSE:

8.15.7 Groups must be offered during the day and evenings. Evening is defined as after 6pm.

Bidders must provide group availability in their proposal.

BIDDER'S RESPONSE:

8.15.8 English and Spanish speaking groups must be offered with an alternate plan for those clients that don't speak either language.

Bidders must include an alternative plan to provide services in other languages in the proposal.

BIDDER'S RESPONSE:

8.15.9 Services must be provided within fifteen (15) minutes walking distance from public transportation access.

Bidders shall provide the address for the closest public transportation access e.g., bus/train stop, for each location where services are provided, and the walking time to that public transportation access.

BIDDER'S RESPONSE:

Referral/Intake

8.15.10 The group client ratio is a minimum of six (6) clients, and a maximum of fifteen (15) clients to one (1) facilitator. Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator. The cost for groups with fewer than six (6) clients will be prorated per client.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.15.11 For clients referred by the County or other community organizations, Contractors must contact the client within two (2) business days of the referral to schedule an in-person enrollment/intake. The Contractor must document all contact attempts in writing in the event the client cannot be reached within the two day time period.

Bidder must explain their process to notify the County of any client who cannot be reached, or does not show up to the in-person enrollment/intake.

BIDDER'S RESPONSE:

8.15.12 An in-person enrollment/intake must be completed within ten (10) business days of the initial client contact for all clients.

Bidders must describe the intake process in their response.

BIDDER'S RESPONSE:

8.15.13 All clients must begin counseling within thirty (30) calendar days of the in-person intake/enrollment. If a client is not able to begin classes, the Contractor must notify DPSS via email.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

Administration

8.15.14 Contractor's staff liaison will participate in TDM sessions when requested to do so by the referring social worker, and make note of such attendance in the client's case file. Historically, there is an average of 1-2 sessions per client.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.15.15 Contractor's staff liaison shall participate in JOMs as requested. Historically, JOM's are held quarterly.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.15.16 All subcontractors must be approved in writing by the County. Subcontractors may include, but are not limited to: MFT, LCWS or Psychologists who supervise MFT Interns, LCWS Associates or Psychological Assistants.

Indicate if the bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and a list of responsibilities. Provide subcontractors qualifications/ licenses/ certifications that meet the Scope of Services.

BIDDER'S RESPONSE:

8.16 Staff Qualifications

8.16.1 All domestic violence classes must be facilitated by a Licensed Clinical Therapist, as defined in "Section 4.0 Definitions" of this RFP.

Bidders must submit a valid license from the California Board of Behavioral Sciences or California Board of Psychology for each Licensed Clinical Therapist.

BIDDER'S RESPONSE:

- 8.16.2 Credentials will be provided for all staff providing services, specifically:
- a) Description of education
 - b) General experience
 - c) Experience or education related to the RFP project
 - d) Letters of reference if available
 - e) Copies of applicable current professional licenses, permits, and certificates
 - f) Any other information, which will assist in evaluating qualifications

Bidders must provide resumes as credentials of staff providing services

BIDDER'S RESPONSE:

8.17 Evidence-Based Practice for Domestic Violence

8.17.1 Bidders must include documentation describing your program's treatment model.

Bidders must include documentation describing your program's treatment model, and must describe their understanding of the program and their experience implementing Evidence-Based programs. If bidding an evidence-based model, Bidders must include documentation, e.g., letter of reference, from the program or evidence-based program trainer verifying the evidence-based model.

BIDDER'S RESPONSE:

- 8.17.2 The CEBC (<http://www.cebc4cw.org/>) provides information about research evidence programs being used in California for child welfare services. Proposals must include the following:
- a. **Child Welfare Relevance Rating** - Programs scoring a two (2) or higher will receive a higher evaluation score.
 - b. **Scientific Rating Scale** - Programs scoring a three (3) or higher will receive a higher evaluation score.
 - c. **Non-Rated Evidence-Based Programs** - Programs that have not been reviewed by the CEBC may also be submitted for award consideration and will be evaluated using the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.

BIDDER'S RESPONSE:

_____ Child Welfare Relevance Rating

_____ Scientific Rating Scale

- Not Rated (Contractors must also complete and include the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.)

Tab H Domestic Violence Batterers Group (continued)

H-2 SERVICE LOCATIONS

In this section, provide all of the following geographic summary area.

- a) Identify the zones for which you are submitting bids
- b) List each physical address your Company/Organization will provide services.
- c) If you do not have an office currently in the zone you wish to serve, include the proposed facilities address you anticipate to acquire to provide these services.
- d) Contractors may list more than one (1) facility for each zone. List any additional offices on a separate page.

Service: Domestic Violence Batterers Group						
Zone (check the zone)	Current Office (Yes/No)	Address	City	Zip	# of Current Staff in each office	Please list hours of availability to provide services
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						

Tab H Domestic Violence Batterers Group (continued)

H-3 SERVICES BY GEOGRAPHICAL ZONE

- 1) Bidders must check each zip where services are provided, and
- 2) Explain how they will provide services to each zone checked in their proposal.

ZONE 1 Western County		
<input checked="" type="checkbox"/>	City	Zip Code
	Colton	92324
	Corona	92879
	Corona	92880
	Corona	92881
	Corona	92882
	Elsinore	92530
	Elsinore	92531
	Elsinore	92532
	Homeland*	92548
	March AFB	92518
	Mira Loma	91752
	Moreno Valley	92551
	Moreno Valley	92552
	Moreno Valley	92553
	Moreno Valley	92554
	Moreno Valley	92555
	Moreno Valley	92556
	Moreno Valley	92557
	Norco	92860
	Nuevo/Lakeview	92567
	Perris*	92570
	Perris	92571
	Perris	92572
	Riverside	92501
	Riverside	92502
	Riverside	92503
	Riverside	92504
	Riverside	92505
	Riverside	92506
	Riverside	92507
	Riverside	92508
	Riverside	92509
	Romoland	92585
	Sun City	92586
	Sun City/ Canyon Lake/Quail Valley	92587
	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input checked="" type="checkbox"/>	City	Zip Code
	Aguanga	92536
	Anza*	92539
	Banning*	92220
	Beaumont/ Cherry Valley	92223
	Cabazon*	92230
	Calimesa	92320
	Hemet*	92543
	Hemet	92545
	Hemet/Valle Vista*	92544
	Idyllwild	92549
	Menifee/Sun City	92584
	Mountain Center	92561
	Murrieta	92562
	Murrieta	92563
	San Jacinto	92581
	San Jacinto	92582
	San Jacinto/ Gilman Springs*	92583
	Temecula	92590
	Temecula	92591
	Temecula	92592
	Temecula	92593
	Winchester	92596

ZONE 3 Desert & Eastern County		
<input checked="" type="checkbox"/>	City	Zip Code
	Blythe*	92225
	Cathedral City	92234
	Cathedral City	92235
	Coachella	92236
	Desert Center/ Eagle Mountain	92239
	Desert Hot Springs*	92240
	Indian Wells	92210
	Indio	92201
	Indio	92202
	Indio	92203
	Indio Hills/DHS/ Sky Valley	92241
	La Quinta	92253
	Mecca/ North Shore	92254
	Midland	92255
	Palm Desert	92211
	Palm Desert	92260
	Palm Desert	92261
	Palm Springs	92258
	Palm Springs	92262
	Palm Springs	92263
	Palm Springs	92264
	Rancho Mirage	92270
	Ripley	92272
	Thermal/Oasis/ Salton Sea	92274
	Thousand Palms	92276
	Whitewater	92282

* Zip codes indicated with an asterisk have been identified as having the highest incidence of child abuse allegations.

Tab H Domestic Violence Batterers Group (continued)**H-4 REFERENCES**

All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or DPSS staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.

1. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
2. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.
4. Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

TAB I In-Home Parenting Education

Are you bidding on In-Home Parenting Education? If yes, please answer all of the questions in this section. If not, please skip to Page 56, Tab J Parenting Education Classes.

- Are you bidding on the Multi-Service Model (Bidder must complete Tabs A-N)
- Are you bidding on an individual service? (Bidder can bid on multiple services)

I-1 SCOPE OF SERVICES

8.18 Overview

Services are for parents, including minor parents. The goal of In-Home Parenting Education is to improve the child development and home management knowledge and skill of the parents and other caregivers in the home, with the goal of preventing future child maltreatment. Content and service delivery models vary between evidence based models.

Historically, 254 clients have been served by two (2) different community providers each year, as follows:

	Zone 1	Zone 2	Zone 3
Clients Served	95	59	100

8.19 Unit of Service

A single Unit of Services is inclusive of the following:

- One (1) unit of In-Home Parenting Education is defined as a single (1) visit; AND
- Only one (1) visit per client is allowed per day.
- Mileage will be calculated using the current IRS standard.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.20 Outcome Based Measures

All services must be outcome based and include a method to measure those outcomes.

Bidders must identify their program's outcome and process for measuring outcomes. Bidders must include a narrative for any numerically based outcomes. If using an outcome measure assessment tool, please include it with your response.

BIDDER'S RESPONSE:

8.21 In-Home Parenting Education Requirements

In-Home Parenting

8.21.1 In-Home Parenting Education will include direct skill training in child behavior management and planned activities training, with the parent(s) and child(ren) present during visitations.

Bidders must describe their In-Home Parenting Education curriculum and program model/ methodology in their response.

BIDDER'S RESPONSE:

8.21.2 Bidders must have experience providing In-Home Parenting.

Describe your experience with providing similar services.

BIDDER'S RESPONSE:

8.21.3 Contractor may provide limited transportation assistance, including but not limited to shuttles, bus passes, etc. to increase access to essential medical, counseling, or domestic violence services.

Bidders must describe any transportation assistance provided to clients, or if transportation is not provided.

BIDDER'S RESPONSE:

8.21.4 In-Home Parenting Education services shall be limited to one (1) visit per day and a maximum of ninety (90) calendar days per family.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.21.5 Contractors will be required to complete and submit an intake and exit interview for each client to measure changes in parental attitudes, behaviors, skills and/or other relevant indicators. DPSS will supply Contractors with an intake and exit interview form.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

Referral/Intake

8.21.6 For clients referred by the County or other community organizations, Contractors must contact the client within two (2) business days of the referral to schedule services. The Contractor must document all contact attempts in writing in the event the client cannot be reached within the two day time period.

Bidder must explain their process to notify the County of any client who cannot be reached.

BIDDER'S RESPONSE:

8.21.7 All clients must begin In-Home Services within thirty (30) calendar days of the referral. If a client is not able to begin classes, the Contractor must notify DPSS via email.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

Administration

8.21.8 Contractor's staff liaison will participate in TDM sessions when requested to do so by the referring social worker, and make note of such attendance in the client's case file. Historically, there is an average of 1-2 sessions per client.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.21.9 Contractor's staff liaison shall participate in JOMs as requested. Historically, JOM's are held quarterly.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.21.10 All subcontractors must be approved in writing by the County. Subcontractors may include, but are not limited to: MFT, LCWS or Psychologists who supervise MFT Interns, LCWS Associates or Psychological Assistants.

Indicate if the bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and a list of responsibilities. Provide subcontractors qualifications/ licenses/ certifications that meet the Scope of Services.

BIDDER'S RESPONSE:

8.22 Staff Qualifications

8.22.1 Credentials will be provided for all staff providing services, specifically:

- a) Description of education
- b) General experience
- c) Experience or education related to the RFP project
- d) Letters of reference if available
- e) Copies of applicable current professional licenses, permits, and certificates
- f) Any other information, which will assist in evaluating qualifications

Bidders must provide resumes as credentials of staff providing services

BIDDER'S RESPONSE:

8.23 Evidence-Based Practice for In-Home Parenting Education

Bidders must include documentation describing your program's treatment model, and must describe their understanding of the program and their experience implementing Evidence-Based programs. If bidding an evidence-based model, Bidders must include documentation, e.g., letter of reference, from the program or evidence-based program trainer verifying the evidence-based model.

BIDDER'S RESPONSE:

- 8.23.1 The CEBC (<http://www.cebc4cw.org/>) provides information about research evidence programs being used in California for child welfare services. Proposals must include the following:
- a. **Child Welfare Relevance Rating** - Programs scoring a two (2) or higher will receive a higher evaluation score.
 - b. **Scientific Rating Scale** - Programs scoring a three (3) or higher will receive a higher evaluation score.
 - c. **Non-Rated Evidence-Based Programs** - Programs that have not been reviewed by the CEBC may also be submitted for award consideration and will be evaluated using the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.

BIDDER'S RESPONSE:

_____ Child Welfare Relevance Rating

_____ Scientific Rating Scale

Not Rated (Contractors must also complete and include the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.)

Tab I In-Home Parenting Education (continued)

I-2 SERVICE LOCATIONS

In this section, provide all of the following geographic summary area.

- a) Identify the zones for which you are submitting bids
- b) List each physical address your Company/Organization will provide services.
- c) If you do not have an office currently in the zone you wish to serve, include the proposed facilities address you anticipate to acquire to provide these services.
- d) Contractors may list more than one (1) facility for each zone. List any additional offices on a separate page.

Services: In-Home Parenting Education						
Zone (check the zone)	Current Office (Yes/No)	Address	City	Zip	# of Current Staff in each office	Please list hours of availability to provide services
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						

Tab I In-Home Parenting Education (continued)

I-3 SERVICES BY GEOGRAPHICAL ZONE

- 1) Bidders must check each zip where services are provided, and
- 2) Explain how they will provide services to each zone checked in their proposal.

ZONE 1 Western County		
<input checked="" type="checkbox"/>	City	Zip Code
	Colton	92324
	Corona	92879
	Corona	92880
	Corona	92881
	Corona	92882
	Elsinore	92530
	Elsinore	92531
	Elsinore	92532
	Homeland*	92548
	March AFB	92518
	Mira Loma	91752
	Moreno Valley	92551
	Moreno Valley	92552
	Moreno Valley	92553
	Moreno Valley	92554
	Moreno Valley	92555
	Moreno Valley	92556
	Moreno Valley	92557
	Norco	92860
	Nuevo/Lakeview	92567
	Perris*	92570
	Perris	92571
	Perris	92572
	Riverside	92501
	Riverside	92502
	Riverside	92503
	Riverside	92504
	Riverside	92505
	Riverside	92506
	Riverside	92507
	Riverside	92508
	Riverside	92509
	Romoland	92585
	Sun City	92586
	Sun City/ Canyon Lake/Quail Valley	92587
	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input checked="" type="checkbox"/>	City	Zip Code
	Aguanga	92536
	Anza*	92539
	Banning*	92220
	Beaumont/ Cherry Valley	92223
	Cabazon*	92230
	Calimesa	92320
	Hemet*	92543
	Hemet	92545
	Hemet/Valle Vista*	92544
	Idyllwild	92549
	Menifee/Sun City	92584
	Mountain Center	92561
	Murrieta	92562
	Murrieta	92563
	San Jacinto	92581
	San Jacinto	92582
	San Jacinto/ Gilman Springs*	92583
	Temecula	92590
	Temecula	92591
	Temecula	92592
	Temecula	92593
	Winchester	92596

ZONE 3 Desert & Eastern County		
<input checked="" type="checkbox"/>	City	Zip Code
	Blythe*	92225
	Cathedral City	92234
	Cathedral City	92235
	Coachella	92236
	Desert Center/ Eagle Mountain	92239
	Desert Hot Springs*	92240
	Indian Wells	92210
	Indio	92201
	Indio	92202
	Indio	92203
	Indio Hills/DHS/ Sky Valley	92241
	La Quinta	92253
	Mecca/ North Shore	92254
	Midland	92255
	Palm Desert	92211
	Palm Desert	92260
	Palm Desert	92261
	Palm Springs	92258
	Palm Springs	92262
	Palm Springs	92263
	Palm Springs	92264
	Rancho Mirage	92270
	Ripley	92272
	Thermal/Oasis/ Salton Sea	92274
	Thousand Palms	92276
	Whitewater	92282

* Zip codes indicated with an asterisk have been identified as having the highest incidence of child abuse allegations.

Tab I In-Home Parenting Education (continued)**I-4 REFERENCES**

All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or DPSS staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.

1. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
2. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.
4. Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

TAB J Parenting Education Classes

Are you bidding on Parenting Education Classes? If yes, please answer all of the questions in this section. If not, please skip to Page 66, Tab K Substance Abuse Services.

- Are you bidding on the Multi-Service Model (Bidder must complete Tabs A-N)
- Are you bidding on an individual service? (Bidder can bid on multiple services)

J-1 SCOPE OF SERVICES

8.24 Overview

Parenting education classes are intended for parents who need assistance in strengthening their emotional attachment to their children, learning how to nurture their children, as well as understanding general principles of care and supervision. Course curriculum typically focuses on understanding the developmental needs and abilities of child(ren), developing appropriate expectations of children's behavior, improving adult verbal communication skills, developing appropriate disciplinary responses, knowing when and where to seek help and support, understanding the value of respite care, as well as guidelines related to appropriate supervision.

Historically, 1,004 clients have been served by two (2) different community providers each year as follows:

	Zone 1	Zone 2	Zone 3
Clients Served	502	216	286

8.25 Unit of Service

A single Unit of Services is inclusive of the following:

- One (1) unit of Parenting Education is defined as one (1) class; AND
- The unit of service must include all materials and supplies (including food) needed for the class; AND
- Groups with less than six (6) clients will be prorated.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.26 Outcome Based Measures

All services must be outcome based and include a method to measure those outcomes.

Bidders must identify their program's outcome and process for measuring outcomes. Bidders must include a narrative for any numerically based outcomes. If using an outcome measure assessment tool, please include it with your response.

BIDDER'S RESPONSE:

8.27 Parenting Education Class Requirements

Classes

8.27.1 Classes are conducted in a group setting and may be presented through lecture, videotapes and/or group discussion.

Bidders must describe their program model/methodology in their proposal.

BIDDER'S RESPONSE:

8.27.2 Bidders must have experience providing Parenting Education classes.

Describe your experience with providing similar services.

BIDDER'S RESPONSE:

8.27.3 Each parenting education course shall be no more than six (6) months in duration, and shall meet for a specified number of hours determined by each Bidder as sufficient for the course to meet all of the requirements listed in W&I Code Section 16507.7 and as listed below. The curriculum must include all of the following components:

- Building self-esteem, including, but not limited to, parents' building a positive parental identity and building the self-esteem of their children;
- Handling stress and anger;
- The growth and development of children, including, but not limited to, safety, nutrition, and health;
- Developing and increasing communication skills in order that a parent may learn to listen to and speak with his or her child or children;
- Learning to use positive disciplinary mechanisms as alternatives to the physical punishment of a child, including, but not limited to, learning what constitutes abuse and neglect;
- Learning the boundaries of permissible sexual conduct by adults with regard to children;
- Respect for, and sensitivity to, cultural differences in child rearing practices.

The Bidder must provide a list of topics to be covered during each Parenting Education Program, and the number of classes per program.

BIDDER'S RESPONSE:

8.27.4 The group client ratio is a minimum of six (6) clients, and a maximum of fifteen (15) clients to one (1) facilitator. Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator. The cost for groups with fewer than six (6) clients will be prorated per client.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.27.5 Classes must be offered during the day and during evenings. Evening is defined as after 6pm.

Bidders shall provide class availability in the proposal.

BIDDER'S RESPONSE:

- 8.27.6 English and Spanish speaking classes must be offered with an alternate plan for those clients that don't speak either language.

Bidders must submit an alternative plan to provide services in other languages in the proposal.

BIDDER'S RESPONSE:

- 8.27.7 Services must be provided within fifteen (15) minutes walking distance from public transportation access.

Bidders shall provide the address for the closest public transportation access e.g., bus/train stop, for each location where services are provided, and the walking time to that public transportation access.

BIDDER'S RESPONSE:

Referral/Intake

- 8.27.8 Contractors will be required to complete and submit an intake and exit interview for each client to measure changes in parental attitudes, behaviors, skills and/or other relevant indicators. DPSS will supply Contractors with an intake and exit interview form.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

- 8.27.9 Contractors are required to enter into a written agreement with each client with respect to the responsibilities a parent must satisfy in order to pass the course. The Client Written Agreement is to be kept in the client's case file.

Bidders must provide a copy of the Client Written Agreement in their proposal.

BIDDER'S RESPONSE:

8.27.10 For clients referred by the County or other community organizations, Contractors must contact the client within two (2) business days of the referral to schedule an in-person enrollment/intake. The Contractor must document all contact attempts in writing in the event the client cannot be reached within the two day time period.

Bidder must explain their process to notify the County of any client who cannot be reached, or does not show up to the in-person enrollment/intake.

BIDDER'S RESPONSE:

8.27.11 An in-person enrollment/intake must be completed within ten (10) business days of the initial client contact for all clients.

Bidders must describe the intake process in their response.

BIDDER'S RESPONSE:

8.27.12 All clients must begin counseling within thirty (30) calendar days of the in-person intake/enrollment. If a client is not able to begin classes, the Contractor must notify DPSS via email.

BIDDER'S RESPONSE: In this area, acknowledge you have read the statement above.

Administration

8.27.13 Contractor's staff liaison will participate in TDM sessions when requested to do so by the referring social worker, and make note of such attendance in the client's case file. Historically, there is an average of 1-2 sessions per client.

BIDDER'S RESPONSE: In this area, acknowledge you have read the statement above.

8.27.14 Contractor's staff liaison shall participate in JOMs as requested. Historically, JOM's are held quarterly.

BIDDER'S RESPONSE: In this area, acknowledge you have read the statement above.

8.27.15 All subcontractors must be approved in writing by the County. Subcontractors may include, but are not limited to: MFT, LCWS or Psychologists who supervise MFT Interns, LCWS Associates or Psychological Assistants.

Indicate if the bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and a list of responsibilities. Provide subcontractors qualifications/ licenses/ certifications that meet the Scope of Services.

BIDDER'S RESPONSE:

8.28 Staff Qualifications

8.28.1 Credentials will be provided for all staff providing services, specifically:

- a) Description of education
- b) General experience
- c) Experience or education related to the RFP project
- d) Letters of reference if available
- e) Copies of applicable current professional licenses, permits, and certificates
- f) Any other information, which will assist in evaluating qualifications

Bidders must provide resumes as credentials of staff providing services

BIDDER'S RESPONSE:

8.29 Evidence-Based Practice for Parenting Education

8.29.1 Bidders must include documentation describing your program's treatment model

Bidders must include documentation describing your program's treatment model, and must describe their understanding of the program and their experience implementing Evidence-Based programs. If bidding an evidence-based model, Bidders must include documentation, e.g., letter of reference, from the program or evidence-based program trainer verifying the evidence-based model.

BIDDER'S RESPONSE:

8.29.2 The CEBC (<http://www.cebc4cw.org/>) provides information about research evidence programs being used in California for child welfare services. Proposals must include the following:

- a. **Child Welfare Relevance Rating** - Programs scoring a two (2) or higher will receive a higher evaluation score.
- b. **Scientific Rating Scale** - Programs scoring a three (3) or higher will receive a higher evaluation score.
- c. **Non-Rated Evidence-Based Programs** - Programs that have not been reviewed by the CEBC may also be submitted for award consideration and will be evaluated using the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.

BIDDER'S RESPONSE:

_____ Child Welfare Relevance Rating

_____ Scientific Rating Scale

- Not Rated (Contractors must also complete and include the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.)

Tab J Parenting Education Classes (continued)

J-2 SERVICE LOCATIONS

In this section, provide all of the following geographic summary information:

- a) Identify the zones for which you are submitting bids
- b) List each physical address your Company/Organization will provide services.
- c) If you do not have an office currently in the zone you wish to serve, include the proposed facilities address you anticipate to acquire to provide these services.
- d) Contractors may list more than one (1) facility for each zone. List any additional offices on a separate page.

Services: Parenting Education Classes						
Zone (check the zone)	Current Office (Yes/No)	Address	City	Zip	# of Current Staff in each office	Please list hours of availability to provide services
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						

Tab J Parenting Education Classes (continued)

J-3 SERVICES BY GEOGRAPHICAL ZONE

- 1) Bidders must check each zip where services are provided, and
- 2) Explain how they will provide services to each zone checked in their proposal.

ZONE 1 Western County		
<input checked="" type="checkbox"/>	City	Zip Code
	Colton	92324
	Corona	92879
	Corona	92880
	Corona	92881
	Corona	92882
	Elsinore	92530
	Elsinore	92531
	Elsinore	92532
	Homeland*	92548
	March AFB	92518
	Mira Loma	91752
	Moreno Valley	92551
	Moreno Valley	92552
	Moreno Valley	92553
	Moreno Valley	92554
	Moreno Valley	92555
	Moreno Valley	92556
	Moreno Valley	92557
	Norco	92860
	Nuevo/Lakeview	92567
	Perris*	92570
	Perris	92571
	Perris	92572
	Riverside	92501
	Riverside	92502
	Riverside	92503
	Riverside	92504
	Riverside	92505
	Riverside	92506
	Riverside	92507
	Riverside	92508
	Riverside	92509
	Romoland	92585
	Sun City	92586
	Sun City/ Canyon Lake/Quail Valley	92587
	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input checked="" type="checkbox"/>	City	Zip Code
	Aguanga	92536
	Anza*	92539
	Banning*	92220
	Beaumont/ Cherry Valley	92223
	Cabazon*	92230
	Calimesa	92320
	Hemet*	92543
	Hemet	92545
	Hemet/Valle Vista*	92544
	Idyllwild	92549
	Menifee/Sun City	92584
	Mountain Center	92561
	Murrieta	92562
	Murrieta	92563
	San Jacinto	92581
	San Jacinto	92582
	San Jacinto/ Gilman Springs*	92583
	Temecula	92590
	Temecula	92591
	Temecula	92592
	Temecula	92593
	Winchester	92596

ZONE 3 Desert & Eastern County		
<input checked="" type="checkbox"/>	City	Zip Code
	Blythe*	92225
	Cathedral City	92234
	Cathedral City	92235
	Coachella	92236
	Desert Center/ Eagle Mountain	92239
	Desert Hot Springs*	92240
	Indian Wells	92210
	Indio	92201
	Indio	92202
	Indio	92203
	Indio Hills/DHS/ Sky Valley	92241
	La Quinta	92253
	Mecca/ North Shore	92254
	Midland	92255
	Palm Desert	92211
	Palm Desert	92260
	Palm Desert	92261
	Palm Springs	92258
	Palm Springs	92262
	Palm Springs	92263
	Palm Springs	92264
	Rancho Mirage	92270
	Ripley	92272
	Thermal/Oasis/ Salton Sea	92274
	Thousand Palms	92276
	Whitewater	92282

* Zip codes indicated with an asterisk have been identified as having the highest incidence of child abuse allegations.

Tab J Parenting Education Classes (continued)**J-4 REFERENCES**

All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or DPSS staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.

1. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
2. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.
4. Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

TAB K Substance Abuse Services

Are you bidding on Substance Abuse Services? If yes, please answer all of the questions in this section. If not, please skip to Page 75, Tab L Multi-Service Model.

- Are you bidding on the Multi-Service Model (Bidder must complete Tabs A-N)
- Are you bidding on an individual service? (Bidder can bid on multiple services)

K-1 SCOPE OF SERVICES

8.30 Overview

The Contractor must provide substance abuse services, including drug testing to both minors and adults having substance abuse issues.

8.31 Unit of Service

A single Unit of Services is inclusive of the following:

- One (1) unit of outpatient, or residential or detoxification services is defined as one (1) client per day.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.32 Outcome Based Measures

All services must be outcome based and include a method to measure those outcomes.

Bidders must identify their program's outcome and process for measuring outcomes. Bidders must include a narrative for any numerically based outcomes. If using an outcome measure assessment tool, please include it with your response.

BIDDER'S RESPONSE:

8.33 Substance Abuse Services Qualifications

Substance Abuse Services

8.33.1 The Contractor must provide psychotherapy, support group, individual and/or family therapy/counseling. Identification and treatment of mood/thought disorders directly related to substance abuse and mental health is recommended.

The Contractor shall describe their recovery and treatment services for clients participating in the program. Bidders must provide a description of the recovery and treatment services for clients in their proposal.

BIDDER'S RESPONSE:

8.33.2 Bidders must have experience providing Substance Abuse Services.

Describe your experience with providing similar services.

BIDDER'S RESPONSE:

8.33.3 Services provided may include Inpatient, outpatient, residential therapy, detoxification, and/or maintenance therapy. NOTE: Detoxification from drugs/alcohol, when necessary must occur under medical supervision.

Bidders must specify which treatment programs are used in their proposal

BIDDER'S RESPONSE:

8.33.4 Bidders shall provide in their proposal a description of how the program provides lasting sobriety.

BIDDER'S RESPONSE:

8.33.5 Bidders shall provide in their proposal a description of how the program will assess and evaluate the substance abuse treatment needs of each client referred for services.

BIDDER'S RESPONSE:

8.33.6 The Contractor must provide staff and services for a minimum of forty (40) hours weekly. Minimally, hours of operation will be Monday – Friday from 8:00 a.m. to 5:00 p.m.

Bidders must include the hours of operation in their proposal.

BIDDER'S RESPONSE:

8.33.7 The Contractor shall provide drug testing.

Bidders must provide in their proposal a description of their specimen collection services including type, frequency, method and process for determining substance use. Bidders must also include the name and location of laboratory used for specimen collection.

BIDDER'S RESPONSE:

Referral/Intake

8.33.8 For clients referred by the County or other community organizations, Contractors must contact the client within two (2) business days of the referral to schedule services.

Bidder must explain their process to notify the County of any client who cannot be reached, or does not show up to the in-person enrollment/intake.

BIDDER'S RESPONSE:

8.33.9 All clients must begin In-Home Services within thirty (30) calendar days of the referral. If a client is not able to begin classes, the Contractor must notify DPSS via email.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

Administration

8.33.10 All subcontractors must be approved in writing by the County. Subcontractors may include, but are not limited to: MFT, LCWS or Psychologists who supervise MFT Interns, LCWS Associates or Psychological Assistants.

Indicate if the bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and a list of responsibilities. Provide subcontractors qualifications/licenses/certifications that meet the Scope of Services.

BIDDER'S RESPONSE:

8.33.11 If, in the event, that the adult client has been, or during the course of Substance Abuse Treatment, is ordered by the Criminal Court to undergo Substance Abuse Treatment, the Contractor shall bill the adult client accordingly from the date of the court order forward.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.34 Staff Qualifications

8.34.1 Credentials will be provided for all staff providing services, specifically:

- a) Description of education
- b) General experience
- c) Experience or education related to the RFP project
- d) Letters of reference if available
- e) Copies of applicable current professional licenses, permits, and certificates
- f) Any other information, which will assist in evaluating qualifications

Bidders must provide resumes as credentials of staff providing services

BIDDER'S RESPONSE:

8.34.2 Contractors, who provide detoxification from drugs/alcohol, must do so under medical supervision.

Bidders must provide a plan to provide medical supervision in the proposal.

BIDDER'S RESPONSE:

8.35 Evidence-Based Practices for Substance Abuse

The Contractor must select Alcohol and Other Drug (AOD) Prevention Services, activities, and/or programs that have been adequately substantiated by evidence/research to impact community and/or individuals. If the program/curricula is not a recognized best practice model, the Bidder must provide in their proposal, the results of an evaluation/research conducted by an evaluator independent of the Contractor that includes detailed evidence of program effectiveness and the ability of the program/curricula to achieve intended outcomes.

Bidders must include documentation describing your program's treatment model, and must describe their understanding of the program and their experience implementing Evidence-Based programs. If bidding an evidence-based model, Bidders must include documentation, e.g., letter of reference, from the program or evidence-based program trainer verifying the evidence-based model.

BIDDER'S RESPONSE:

8.35.1 The CEBC (<http://www.cebc4cw.org/>) provides information about research evidence programs being used in California for child welfare services. Proposals must include the following:

- a. **Child Welfare Relevance Rating** - Programs scoring a two (2) or higher will receive a higher evaluation score.
- b. **Scientific Rating Scale** - Programs scoring a three (3) or higher will receive a higher evaluation score.
- c. **Non-Rated Evidence-Based Programs** - Programs that have not been reviewed by the CEBC may also be submitted for award consideration and will be evaluated using the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.

BIDDER'S RESPONSE:

_____ Child Welfare Relevance Rating

_____ Scientific Rating Scale

- Not Rated (Contractors must also complete and include the Non-Rated Evidence-Based Program Checklist, attached to this RFP as Exhibit A.)

Tab K Substance Abuse Services (continued)

K-2 SERVICE LOCATIONS

In this section, provide all of the following geographic summary information:

- a) Identify the zones for which you are submitting bids
- b) List each physical address your Company/Organization will provide services.
- c) If you do not have an office currently in the zone you wish to serve, include the proposed facilities address you anticipate to acquire to provide these services.
- d) Contractors may list more than one (1) facility for each zone. List any additional offices on a separate page.

Services: Substance Abuse Services						
Zone (check the zone)	Current Office (Yes/No)	Address	City	Zip	# of Current Staff in each office	Please list hours of availability to provide services
1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>						
1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>						
1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>						
1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>						
1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>						
1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>						

Tab K Substance Abuse Services (continued)

K-3 SERVICES BY GEOGRAPHICAL ZONE

- 1) Bidders must check each zip where services are provided, and
- 2) Explain how they will provide services to each zone checked in their proposal.

ZONE 1 Western County		
<input checked="" type="checkbox"/>	City	Zip Code
	Colton	92324
	Corona	92879
	Corona	92880
	Corona	92881
	Corona	92882
	Elsinore	92530
	Elsinore	92531
	Elsinore	92532
	Homeland*	92548
	March AFB	92518
	Mira Loma	91752
	Moreno Valley	92551
	Moreno Valley	92552
	Moreno Valley	92553
	Moreno Valley	92554
	Moreno Valley	92555
	Moreno Valley	92556
	Moreno Valley	92557
	Norco	92860
	Nuevo/Lakeview	92567
	Perris*	92570
	Perris	92571
	Perris	92572
	Riverside	92501
	Riverside	92502
	Riverside	92503
	Riverside	92504
	Riverside	92505
	Riverside	92506
	Riverside	92507
	Riverside	92508
	Riverside	92509
	Romoland	92585
	Sun City	92586
	Sun City/ Canyon Lake/Quail Valley	92587
	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input checked="" type="checkbox"/>	City	Zip Code
	Aguanga	92536
	Anza*	92539
	Banning*	92220
	Beaumont/ Cherry Valley	92223
	Cabazon*	92230
	Calimesa	92320
	Hemet*	92543
	Hemet	92545
	Hemet/Valle Vista*	92544
	Idyllwild	92549
	Menifee/Sun City	92584
	Mountain Center	92561
	Murrieta	92562
	Murrieta	92563
	San Jacinto	92581
	San Jacinto	92582
	San Jacinto/ Gilman Springs*	92583
	Temecula	92590
	Temecula	92591
	Temecula	92592
	Temecula	92593
	Winchester	92596

ZONE 3 Desert & Eastern County		
<input checked="" type="checkbox"/>	City	Zip Code
	Blythe*	92225
	Cathedral City	92234
	Cathedral City	92235
	Coachella	92236
	Desert Center/ Eagle Mountain	92239
	Desert Hot Springs*	92240
	Indian Wells	92210
	Indio	92201
	Indio	92202
	Indio	92203
	Indio Hills/DHS/ Sky Valley	92241
	La Quinta	92253
	Mecca/ North Shore	92254
	Midland	92255
	Palm Desert	92211
	Palm Desert	92260
	Palm Desert	92261
	Palm Springs	92258
	Palm Springs	92262
	Palm Springs	92263
	Palm Springs	92264
	Palm Springs	92264
	Rancho Mirage	92270
	Ripley	92272
	Thermal/Oasis/ Salton Sea	92274
	Thousand Palms	92276
	Whitewater	92282

* Zip codes indicated with an asterisk have been identified as having the highest incidence of child abuse allegations.

Tab K Substance Abuse Services (continued)**K-4 REFERENCES**

All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or DPSS staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.

1. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects
2. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.
4. Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

TAB L Multi-Service Model

Are you bidding on the Multi-Service Model (Bidder must also complete Tabs A-N)

L-1 SCOPE OF SERVICES

8.36 Overview

The Contractor must provide or collaborate with other community partners to provide all of the above listed services (Anger Management, Individual/Family/Group Counseling, Domestic Violence groups for batterers, In-Home Parenting, Parenting Education and Substance Abuse) in each bid zone. Vendors are encouraged to subcontract or collaborate with other community providers; however, the County will only contract with one agency per zone. It will be the responsibility for the awarded vendor to maintain all services to clients within the awarded zone.

8.37 Outcome Based Measures

All services must be outcome based and include a method to measure those outcomes.

Bidders must identify their program's outcome and process for measuring outcomes. Bidders must include a narrative for any numerically based outcomes. If using an outcome measure assessment tool, please include it with your response.

BIDDER'S RESPONSE:

8.38 Multi-Service Model Qualifications

8.38.1 The Contractor must provide:

- Anger Management; AND,
- Individual/Family/Group Counseling; AND,
- Domestic Violence Batterers Groups; AND,
- In-Home Parenting; AND,
- Parenting Education; AND,
- Substance Abuse

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.38.2 Bidders can choose to provide all services, or collaborate with other community providers to provide all of the services.

Bidders must explain how they will provide all services.

BIDDER'S RESPONSE:

8.38.3 Bidders, or subcontracted agencies, must have experience providing these services.

Bidders must describe their experience providing these services.

BIDDER'S RESPONSE:

8.38.4 All subcontractors must be approved in writing by the County. Subcontractors may include, but are not limited to: MFT, LCWS or Psychologists who supervise MFT Interns, LCWS Associates or Psychological Assistants.

Indicate if the bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and a list of responsibilities. Provide subcontractors qualifications/licenses/certifications that meet the Scope of Services.

BIDDER'S RESPONSE:

Tab L Multi-Service Model (continued)

L-2 SERVICE LOCATIONS

In this section, provide all of the following geographic summary information:

- a) Identify the zones for which you are submitting bids
- b) List each physical address your Company/Organization will provide services.
- c) If you do not have an office currently in the zone you wish to serve, include the proposed facilities address you anticipate to acquire to provide these services.
- d) Contractors may list more than one (1) facility for each zone. List any additional offices on a separate page.

Services: Multi-Service Model						
Zone (check the zone)	Current Office (Yes/No)	Address	City	Zip	# of Current Staff in each office	Please list hours of availability to provide services
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						
1 <input type="checkbox"/>						
2 <input type="checkbox"/>						
3 <input type="checkbox"/>						

Tab L Multi-Service Model (continued)

L-3 SERVICES BY GEOGRAPHICAL ZONE

- 1) Bidders must check each zip where services are provided, and
- 2) Explain how they will provide services to each zone checked in their proposal.

ZONE 1 Western County		
<input checked="" type="checkbox"/>	City	Zip Code
	Colton	92324
	Corona	92879
	Corona	92880
	Corona	92881
	Corona	92882
	Elsinore	92530
	Elsinore	92531
	Elsinore	92532
	Homeland*	92548
	March AFB	92518
	Mira Loma	91752
	Moreno Valley	92551
	Moreno Valley	92552
	Moreno Valley	92553
	Moreno Valley	92554
	Moreno Valley	92555
	Moreno Valley	92556
	Moreno Valley	92557
	Norco	92860
	Nuevo/Lakeview	92567
	Perris*	92570
	Perris	92571
	Perris	92572
	Riverside	92501
	Riverside	92502
	Riverside	92503
	Riverside	92504
	Riverside	92505
	Riverside	92506
	Riverside	92507
	Riverside	92508
	Riverside	92509
	Romoland	92585
	Sun City	92586
	Sun City/ Canyon Lake/Quail Valley	92587
	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input checked="" type="checkbox"/>	City	Zip Code
	Aguanga	92536
	Anza*	92539
	Banning*	92220
	Beaumont/ Cherry Valley	92223
	Cabazon*	92230
	Calimesa	92320
	Hemet*	92543
	Hemet	92545
	Hemet/Valle Vista*	92544
	Idyllwild	92549
	Menifee/Sun City	92584
	Mountain Center	92561
	Murrieta	92562
	Murrieta	92563
	San Jacinto	92581
	San Jacinto	92582
	San Jacinto/ Gilman Springs*	92583
	Temecula	92590
	Temecula	92591
	Temecula	92592
	Temecula	92593
	Winchester	92596

ZONE 3 Desert & Eastern County		
<input checked="" type="checkbox"/>	City	Zip Code
	Blythe*	92225
	Cathedral City	92234
	Cathedral City	92235
	Coachella	92236
	Desert Center/ Eagle Mountain	92239
	Desert Hot Springs*	92240
	Indian Wells	92210
	Indio	92201
	Indio	92202
	Indio	92203
	Indio Hills/DHS/ Sky Valley	92241
	La Quinta	92253
	Mecca/ North Shore	92254
	Midland	92255
	Palm Desert	92211
	Palm Desert	92260
	Palm Desert	92261
	Palm Springs	92258
	Palm Springs	92262
	Palm Springs	92263
	Palm Springs	92264
	Rancho Mirage	92270
	Ripley	92272
	Thermal/Oasis/ Salton Sea	92274
	Thousand Palms	92276
	Whitewater	92282

* Zip codes indicated with an asterisk have been identified as having the highest incidence of child abuse allegations.

Tab L Multi-Service Model (continued)**L-4 REFERENCES**

All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or DPSS staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.

1. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
2. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.
4. Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

Please provide one (1) copy of Items M and N in a clearly marked, sealed envelope.

TAB M Cost Proposal & Budget Narrative

In this section, please complete and include the Cost Proposal Sheet and **please submit to the Clerk of the Board under separate cover. Place in a sealed envelope, and include only in the Original Proposal (Not in the copies).** Cost Proposals will be opened after the evaluation of the proposals have been completed. The County reserves the right to negotiate final fees with the selected Contractor(s).

Describe how costs will be controlled and properly identified to the specific tasks, while providing a high quality of services, high level of integrity and outcomes.

Proposals must fully describe all costs to charges to County as part of this project. As stated in the Cost Proposal, bidders must provide fully inclusive blended rates, which are inclusive all of the bidder's project related or supported expenses, including travel expenses. Bidders may also include any other documents as information to further explain the proposed costs.

Bidder must submit a SEPARATE Cost Proposal for each zone in which services are to be provided.

Contracts may be funded with CAPIT funding and will require a ten (10) percent cash or in-kind match. This match cannot be from funding provided by the California Department of Social Services. The match must support the goals of child abuse and neglect, prevention and intervention. Funding shall be used to supplement and not supplant child welfare services.

Your budget must show the total cost of running the proposed program. However, the match requirement is figured based on the amount of "Total Award."

EXAMPLE CALCULATION OF MATCH FOR A \$100,000 AWARD

Total Award	\$100,000.00
Plus: 10% match	\$ 10,000.00
Total Program Cost	\$110,000.00

Tab M Cost Proposal & Budget Narrative (continued)

M-1 COST PROPOSAL

ARE YOU PROPOSING THE MULTI-SERVICE MODEL? Yes No

If yes, please note that all of services must be provided in the zone you are proposing.

Proposed Geographic Area Covered

If proposing to provide services in more than one (1) zone, Contractor must have a separate Cost Proposal Sheet for each Zone proposed. **ONLY CHECK ONE ZONE PER COST PROPOSAL.**

- Zone 1 (Western County)
- Zone 2 (Mid & Southwest County)
- Zone 3 (Desert & Eastern County)

Proposed Service	Total Number of Units the Agency can provide in one year (Column A)	Cost for each unit of service Units are defined in each Section (Column B)	Total Cost (Multiply Column A by Column B)
Anger Management			
Individual Counseling			
Group Counseling			
Domestic Violence Batterers Groups			
In-Home Parenting Education			
Parenting Education			
Substance Abuse Services			

Units of service must be all-inclusive, and include administration, case management, training and operating costs. The Bidder is required to sign each Cost Proposal. Failure to do so could result in a non-responsive bid.

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
 Printed Name of Agent/Officer Name of Organization
 hereby certify that _____ by submission of this proposal in response to the
 Name of Organization
 Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.
 Signature _____ Date _____
 Title of Agent/Officer _____

Tab M Cost Proposal & Budget Narrative (continued)

M-2 Budget Narrative

Complete the Budget Narrative below. For each service listed above, provide a formula that justifies the annual cost and a clear narrative of each service.

Service Type: _____

Cost should reflect expenditures for a full 12 month year. The line-item budget is included for evaluation purposes. The contract when awarded will be unit of service. Prices are all inclusive, including all expenses and other costs necessary to complete the work specified. The Bidder must include a **budget narrative** that describes service.

Description	Dollar Amount	
	PER HOUR	PER YEAR
SALARIES (Per Position) – Also indicate full-time equivalent (FTE) per position		
	\$	\$
	\$	\$
	\$	\$
BENEFITS	\$	\$
TOTAL SALARIES & BENEFITS		\$
OPERATING COSTS		
		\$
		\$
TOTAL OPERATING COSTS		\$
ADMINISTRATIVE COSTS		
		\$
		\$
TOTAL ADMINISTRATIVE COSTS		\$
TOTAL BUDGET		\$

SIGNED: _____

DATE: _____

TAB N Financial Statement

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity.

Financials should provide sufficient detail to assure the County of Riverside that bidder can support services being offered and as a Contractor, the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

Please place financials in a separate envelope and mark "Confidential" if your agency requires this to be kept confidential. The County cannot guarantee that the financials submitted will be kept confidential.

Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed enveloped and marked "Confidential.")

9.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us.

10.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit B. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

11.0 HIPAA BUSINESS ASSOCIATE ADDENDUM

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as Exhibit C, to warrant that, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

12.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise, the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.

- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This RFP does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this RFP if it is in the best interest of the County.

13.0 CONFIDENTIALITY AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

If the proposal is accepted and an agreement with the County is entered into, the Contractor will be required to sign the most current HIPAA Business Associate Addendum, **Exhibit C**, attached hereto and incorporated herein by this reference. If the HIPAA Associate Addendum is revised, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

14.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

Exhibit A – Non-Rated Evidence-Based Program Checklist

Non-Rated Evidence-Based Program Checklist

THIS CHECKLIST IS ONLY FOR PROGRAMS THAT HAVE NOT BEEN REVIEWED BY THE CEBC (<http://www.cebc4cw.org/>).

Name of Program/Practice being evaluated: _____

Name of Organization Reviewing Evidence-Based Program: _____

Date: _____

Level 0 - PROGRAMS AND PRACTICES LACKING SUPPORT OR POSITIVE EVIDENCE

Programs or practices that do not meet the threshold for Level I Emerging and Evidence informed will be counted in this category for purposes of reporting for the CBCAP Efficiency measure.

PROGRAMMATIC CHARACTERISTICS

The program is not able to articulate a theory of change that specifies clearly identified outcomes and describes the activities that are related to those outcomes.

The program does not have a book, manual, other available writings, training materials that describe the components of the program.

RESEARCH & EVALUATION CHARACTERISTICS

Two or more RCTs have found the practice has not resulted in improved outcomes, when compared to usual care.

OR

If multiple outcome studies have been conducted, the overall weight of evidence does NOT support the efficacy of the practice.

OR

No evaluation has been conducted. The program may or may not have plans to implement an evaluation.

Level I - EMERGING PROGRAMS AND PRACTICES

YES	NO	PROGRAMMATIC CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	The program can articulate a theory of change that specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through a program logic model or conceptual framework that depicts the assumptions for the activities that will lead to the desired outcomes.
<input type="checkbox"/>	<input type="checkbox"/>	The program may have a book, manual, other available writings, training materials, OR may be working on documents that specifies the components of the practice protocol and describes how to administer it.
<input type="checkbox"/>	<input type="checkbox"/>	The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving child abuse prevention or family support services.

YES	NO	RESEARCH & EVALUATION CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits.
<input type="checkbox"/>	<input type="checkbox"/>	Programs and practices have been evaluated using less rigorous evaluation designs that have with no comparison group, including "pre-post" designs that examine change in individuals from before the program or practice was implemented to afterward, without comparing to an "untreated" group OR an evaluation is in process with the results not yet available.
<input type="checkbox"/>	<input type="checkbox"/>	The program is committed to and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities.

Level II - PROMISING PROGRAMS AND PRACTICES

YES	NO	PROGRAMMATIC CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	The program can articulate a theory of change that specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through presence of a program logic model or conceptual framework that depicts the assumptions for the activities that will lead to the desired outcomes.
<input type="checkbox"/>	<input type="checkbox"/>	The program may have a book, manual, other available writings, and training materials that specifies the components of the practice protocol and describes how to administer it. The program is able to provide formal or informal support and guidance regarding program model.
<input type="checkbox"/>	<input type="checkbox"/>	The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving services child abuse prevention or family support services.

YES	NO	RESEARCH & EVALUATION CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits.
<input type="checkbox"/>	<input type="checkbox"/>	At least one study utilizing some form of control or comparison group (e.g., untreated group, placebo group, matched wait list) has established the practice's efficacy over the placebo, or found it to be comparable to or better than an appropriate comparison practice, in reducing risk and increasing protective factors associated with the prevention of abuse or neglect.. The evaluation utilized a quasi-experimental study design, involving the comparison of two or more groups that differ based on their receipt of the program or practice. A formal, independent report has been produced which documents the program's positive outcomes.
<input type="checkbox"/>	<input type="checkbox"/>	The local program is committed to and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities. Programs continually examine long-term outcomes and participate in research that would help solidify the outcome findings.
<input type="checkbox"/>	<input type="checkbox"/>	The local program can demonstrate adherence to model fidelity in program or practice implementation.

Level III - SUPPORTED PROGRAMS AND PRACTICES*

YES	NO	PROGRAMMATIC CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	The program articulates a theory of change that specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through the presence of a detailed logic model or conceptual framework that depicts the assumptions for the inputs and outputs that lead to the short, intermediate and long-term outcomes.
<input type="checkbox"/>	<input type="checkbox"/>	The practice has a book, manual, training, or other available writings that specifies the components of the practice protocol and describes how to administer it.
<input type="checkbox"/>	<input type="checkbox"/>	The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving child abuse prevention or family support services.

YES	NO	RESEARCH & EVALUATION CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits.
<input type="checkbox"/>	<input type="checkbox"/>	The research supporting the efficacy of the program or practice in producing positive outcomes associated with reducing risk and increasing protective factors associated with the prevention of abuse or neglect meets at least one or more of the following criterion: <ul style="list-style-type: none"> • At least two (2) rigorous Randomized Controlled Trials (RCTs) in highly controlled settings (e.g., university laboratory) have found the practice to be superior to an appropriate comparison practice. The RCTs have been reported in published, peer-reviewed literature, OR • At least two (2) between-group design studies using either a matched comparison or regression discontinuity have found the practice to be equivalent to another practice that would qualify as supported or well supported; or superior to an appropriate comparison practice.
<input type="checkbox"/>	<input type="checkbox"/>	The practice has been shown to have a sustained effect at least one year beyond the end of treatment, with no evidence that the effect is lost after this time.
<input type="checkbox"/>	<input type="checkbox"/>	Outcome measures must be reliable and valid, and administered consistently and accurately across all subjects.
<input type="checkbox"/>	<input type="checkbox"/>	If multiple outcome studies have been conducted, the overall weight of evidence supports the efficacy of the practice. [If not applicable, you may skip this question.]
<input type="checkbox"/>	<input type="checkbox"/>	The program is committed and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities.
<input type="checkbox"/>	<input type="checkbox"/>	The local program can demonstrate adherence to model fidelity in program implementation.

*Note: For purposes of OMB PART reporting, programs and practices at Levels III Supported Program and Practices and Level IV Well Supported Programs and Practices will be given the same weight.

Level IV - WELL SUPPORTED PROGRAMS AND PRACTICES*

YES	NO	PROGRAMMATIC CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	The program articulates a theory of change, which specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through the presence of a detailed logic model or conceptual framework that depicts the assumptions for the inputs and outputs that lead to the short, intermediate and long-term outcomes.
<input type="checkbox"/>	<input type="checkbox"/>	The practice has a book, manual, training or other available writings that specify components of the service and describes how to administer it.
<input type="checkbox"/>	<input type="checkbox"/>	The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving child abuse prevention or family support services.

YES	NO	RESEARCH & EVALUATION CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	Multiple Site Replication in Usual Practice Settings: At least two (2) rigorous RCTs or comparable methodology in different usual care or practice settings have found the practice to be superior to an appropriate comparison practice. The RCTs have been reported in published, peer-reviewed literature.
<input type="checkbox"/>	<input type="checkbox"/>	There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits
<input type="checkbox"/>	<input type="checkbox"/>	The practice has been shown to have a sustained effect at least one (1) year beyond the end of treatment, with no evidence that the effect is lost after this time.
<input type="checkbox"/>	<input type="checkbox"/>	Outcome measures must be reliable and valid, and administered consistently and accurately across all subjects.
<input type="checkbox"/>	<input type="checkbox"/>	If multiple outcome studies have been conducted, the overall weight of the evidence supports the effectiveness of the practice.

YES	NO	RESEARCH & EVALUATION CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	The program is committed and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities.
<input type="checkbox"/>	<input type="checkbox"/>	The local program can demonstrate adherence to model fidelity in program implementation.

*Note: For purposes of OMB PART reporting, programs and practices at Levels III Supported Program and Practices and Level IV Well Supported Programs and Practices will be given the same weight.

These categories were adapted from material developed by the California Clearinghouse on Evidence- Based Practice in Child Welfare and the Washington Council for the Prevention of Child Abuse and Neglect.

Exhibit B – Sample Service Agreement

SAMPLE SERVICE AGREEMENT
 Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: (INSERT CONTRACT NUMBER)
 CONTRACTOR: (INSERT CONTRACTOR NAME)
 AGREEMENT TERM: (INSERT CONTRACT TERM)
 MAXIMUM REIMBURSABLE AMOUNT: (INSERT AMOUNT OF CONTRACT)

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide services.

WHEREAS, Contractor is qualified to provide services:

WHEREAS, DPSS desires Contractor, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for County:	Authorized Signature for
Printed Name of Person Signing:	Printed Name of Person Signing:
Title:	Title:
Address: 10281 Kidd St. Riverside, CA 92503	Address:
Date Signed:	Date Signed:

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. Insert additional definitions if applicable.

II. OBJECTIVES

Ensure that services provided result in positive outcomes for at least one of the following program objectives:

- 1. Insert specific instructions here.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Insert additional responsibilities if applicable.

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Contractor and DPSS.
- 2. Insert additional responsibilities if applicable.

B. REPORTING

The Contractor shall:

- 1. Insert reporting instructions here.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$0.00.

2. UNIT OF SERVICE COST RATE

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

- d. The Contractor shall submit DPSS Forms 2076A (Exhibit A) and 2076B (Exhibit B) if applicable following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits A and B are attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June 2010 are due no later than June 7, 2010. Actual Contractor invoices for May and June 2010 are due no later than July 30, 2010.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

5. CERTIFICATION OF FINANCIAL SUPPORT

Before commencement of the work under this Agreement, the Contractor shall provide sufficient evidence of financial support to meet its obligations under this Agreement. The ability to provide financial support shall be based on any of the following:

- a. Audited financial statements that document, to the satisfaction of the County, sufficient financial resources to support the Contractor's obligations under this Agreement; or,
- b. Binding certification from any other affiliated corporation or organization providing financial support in any way that confirms the amount of support provided to the Contractor; or,
- c. In the event that the Contractor provides working capital through loans from financial or other institutions, documentation from the institution that specifies the maximum line of credit available to the Contractor.

6. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file

with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.

- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

8. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who

may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor assures it will comply with Title VI 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; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance 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 Contractor 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 contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized 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 11135-39, 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

6. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

7. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

8. INSURANCE

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

(4) Professional Liability

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage

from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

9. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

11. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

12. PERSONNEL

- a. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions; and
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy

positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

b. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1). Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2). Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3). Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- (4). DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

13. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

14. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to DPSS and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse on neglect to a child protective agency as defined in the Penal Code

15. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

16. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

17. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

18. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

19. CERTIFICATION REGARDING LOBBYING

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

- a. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

20. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

21. ENVIRONMENTAL STANDARDS

By signing this agreement or accepting funds under this agreement, the contractor assures that he/she will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:
 - (1) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - (2) The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this agreement, that is currently listed as a violating facility, on the effective date of the agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state's termination for cause of this agreement or for State's disallowance of any cost otherwise allowable under this agreement. The contractor agrees to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

22. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

23. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to the homeless; and
- c. To make available to DPSS in a timely manner all file information regarding the homeless persons served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service to the homeless.

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2009 to June 30, 2010, with one-year renewal options.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

Department of Public Social Services

Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

VENDOR:

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

E. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

F. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or

4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

G. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than May 1, 2010.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

J. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

Exhibit C – HIPAA Business Associate Addendum to the Agreement

**HIPAA BUSINESS ASSOCIATE ADDENDUM TO THE AGREEMENT
BETWEEN THE COUNTY OF RIVERSIDE
AND
(CONTRACTOR)**

This HIPAA Business Associate Agreement Addendum (“Addendum”) supplements, and is made part of the Agreement for Services (the “Underlying Agreement”) between the COUNTY OF RIVERSIDE (“County”) and (Insert Contractor Name) (“Contractor”) as of the date of approval by both parties (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information (“PHI”) and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”) and/or Part 162 (the “Security Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
 - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
 - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:

- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
 - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
 - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County, or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
3. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
 - D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.
4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
 - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:

- (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
 - B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
 - C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.
7. Term and Termination.
- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
 - B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event

Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.

- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR

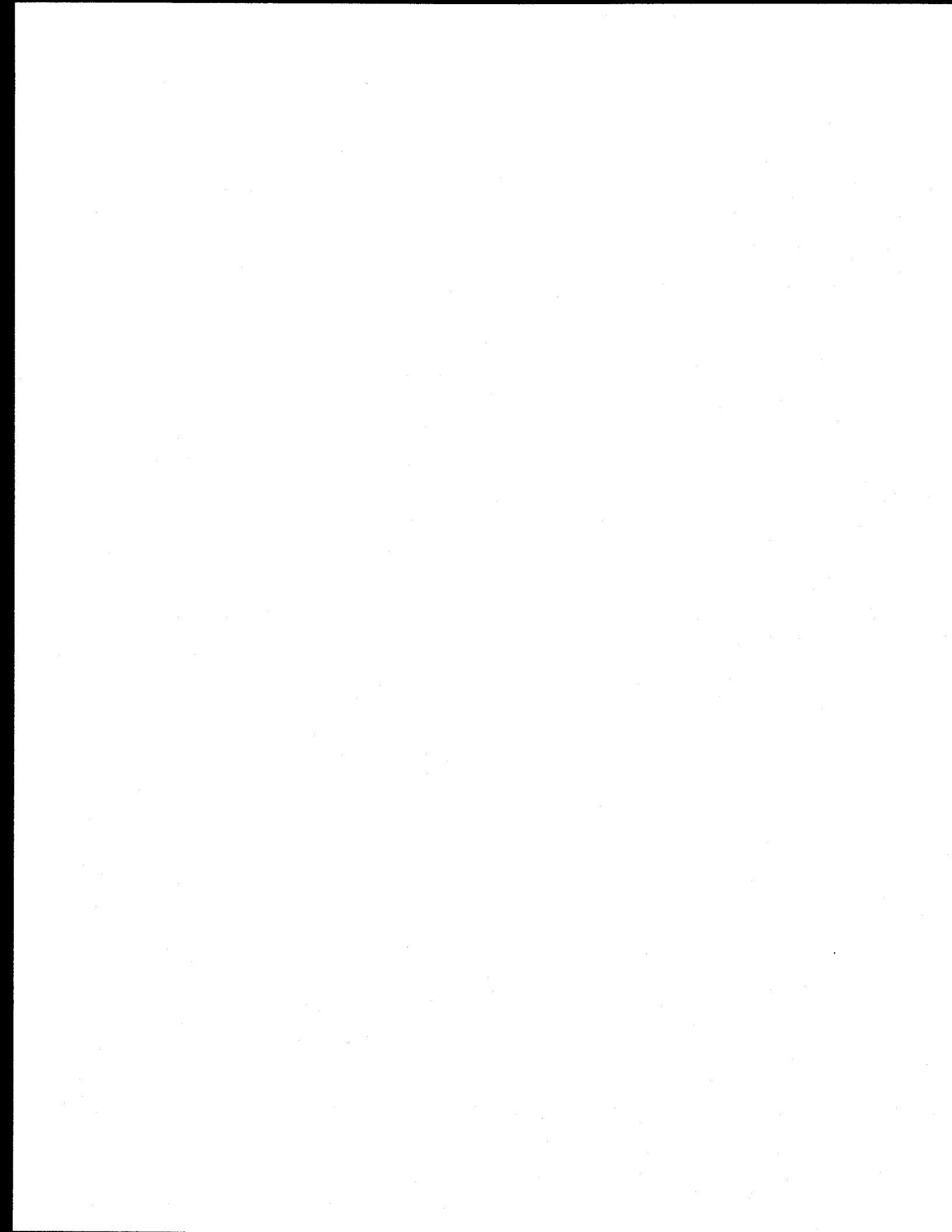
COUNTY OF RIVERSIDE

By: _____

By: _____

Date: _____

Date: _____



REQUEST FOR PROPOSAL # PUARC-1196

SAFECARE & DIFFERENTIAL RESPONSE



By:
Mark Whitesell, Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
(951) 955-4937 / (951) 955-3730 (fax)
Email: mawhites@riversidedpss.org
NIGP Code(s):96258

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED

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INSTRUCTIONS TO BIDDERS

Buyer: Mark Whitesell Email: mawhites@riversidedpss.org
Visit our Website: www.purchasing.co.riverside.ca.us
Telephone: (951) 955-4937

- I. Contractor Registration – Unless stated elsewhere in this document, Contractor must register online at www.Purchasing.co.riverside.ca.us with all current Contractor information, to be registered on the County’s database.
- II. Prices/Notations – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. Period of Firm Pricing – Unless stated otherwise elsewhere in this document, prices shall be firm for 180 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder’s prices be firm for an additional period of time to complete negotiations and award the contract.
- IV. Method of Award – The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- V. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County’s website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
- VI. Return of Bid/Closing Date/Return to – The bid response shall be delivered to **Riverside County Administrative Center, Clerk of the Board of Supervisors, 4080 Lemon St. 1st Floor, Riverside, CA 92501 by 1:30 p.m.** on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- VII. Auditing – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- VIII. Disabled Veteran Business Enterprise Preference – The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor’s portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P
Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

- | | | | |
|---|---|---|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> EXHIBIT (A-E) | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110 Special Conditions/Response | | <input type="checkbox"/> 116-150 | Special Conditions RFP |
| <input type="checkbox"/> #116-140 Special Conditions Personal/Professional Services RFP | | <input type="checkbox"/> 116-130 | Equipment Information Sheet |

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

- | | |
|---|--|
| <input type="checkbox"/> #116-200 General Conditions | <input type="checkbox"/> #116-210 General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230 General Conditions - Equipment | <input type="checkbox"/> #116-220 General Conditions - Public Works |
| <input checked="" type="checkbox"/> #116-240 General Conditions - Personal/Professional Service | |

APPENDIX A**1.0 PURPOSE**

The County of Riverside, Department of Public Social Services (DPSS) is seeking proposals from qualified parties interested in contracting with the County of Riverside, Department of Public Social Services (DPSS) to provide child abuse, neglect prevention, and treatment services. DPSS Children's Services is seeking community-based services that provide comprehensive, well coordinated, and evidence-based programs to strengthen and support families and reduce the likelihood of child abuse and neglect. The County is committed to partnering with community based agencies to achieve the following child welfare outcomes:

- Children are, first and foremost, protected from abuse and neglect.
- Children are safely maintained in their own 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 education needs.
- Children receive adequate services to meet their physical and mental health needs.

The bidder's services should be consistent with the County's goal to improve child welfare outcomes for child safety, permanency, and family and child well-being and be responsive to the 2011 County Needs Assessment and the 2009 County System Improvement Plan (SIP). Bidders are strongly encouraged to refer to the Needs Assessment (http://pcariverside.org/wp-content/uploads/2010/10/2010_Needs_Assessment.pdf) and the County's 2009 SIP (<http://www.dss.cahwnet.gov/cfsweb/res/SIPs/2009-2012SIPRiverside.pdf>) in the development of their proposal. The services identified as being needed in the County in the 2011 Needs Assessment are the basis for this RFP.

Further, DPSS works diligently to ensure that all available services are easily accessible, linked to additional supportive resources outside the child welfare system (CWS), and are culturally competent. The County of Riverside has the right to split this bid among multiple Contractors.

SafeCare Overview

SafeCare is an evidence-based in-home parent education program that is generally provided in weekly home visits that last up to 90 minutes each. The duration of the program is typically 18-20 weeks for each family, and the content for the in-home parenting sessions is delivered in three separate modules. These modules are:

- Child behavior management and planned activities training
- Home safety training, and
- Child health care skills

The curriculum targets parents who are at-risk of or who have been reported for child maltreatment. Through SafeCare, trained staff, called Home Visitors, works with at-risk families in their home environments to improve parents' skills in several domains. For more information on the SafeCare program, please go to: <http://www.cebc4cw.org/program/safecare/detailed> or <http://publichealth.gsu.edu/968.html>

SafeCare Training Module Overview

There are three required training modules with the SafeCare evidence-based model. Each module includes a baseline assessment, intervention (training) sessions, and a follow-up assessment to monitor changes and progress in parenting skills over the course of the program. Providers are also trained to teach structured problem solving to parents on an as-needed basis. There are also specially tailored materials for parents with intellectual disabilities.

The Contractor will be required to implement the SafeCare evidence-based parent training curriculum consisting of the following three required module activities for referred families:

Health Module – The Health Module targets risk factors for medical neglect. Home visitors conduct assessments and train parents to use health reference materials, prevent common child illnesses and injury, identify symptoms of childhood illnesses or injuries, and provide or seek appropriate treatment for a child by following a structured decision-making approach for health issues.

Home Safety Module – The Home Safety Module targets risk factors for environmental neglect and unintentional injury. Home visitors train parents to childproof the home by identifying and eliminating safety and health hazards.

Parent-Child/Parent-Infant Interactions Module – The Parent-Child/Parent-Infant Interactions Module targets risk factors associated with neglect and physical abuse. Home visitors train parents to provide engaging and stimulating activities, increase positive interactions, and prevent challenging child behavior.

SafeCare Objectives

The County's adoption of SafeCare is a strategy for ensuring child safety and well-being that centers on maintaining children in their home by providing services proven to produce better results for children and families. Bidders must ensure that services provided meet at least one of the following program objective(s):

- Deliver the SafeCare Model competently and effectively to ensure that parents and children achieve the target behaviors desired.
- Provide evidence-based parenting services to improve parents' abilities to care for their children.
- Provide problem solving skills to reduce parental stress and reduce hardship on children.
- Assess each family (pre and post services to establish baseline, intervention, and follow-up scores.
- Provide immediate services and flexible hours (e.g., weekend or evening hours) to significantly improve access to parenting education.
- Engage and retain families through program completion.

The desired outcomes for SafeCare implementation include:

- Reduced initial entry into foster care
- Reduced re-entry and re-abuse rates
- Increased successful reunifications
- Improved parenting skills, parent-child interaction, and overall family functioning, and
- Increased child well-being

Target Population

Families to be served include those who are referred by CSD social workers and meet any of the following criteria:

- Are moderate to high risk for child maltreatment according to CSD's Structured-Decision Making tool (SDM).
- Have unaddressed risk factors according to CSD's SDM.
- Are at risk of entering into the child welfare system.
- Have at least one child aged 0-5.

The selected vendor will be working with families who have a history of child maltreatment and/or families with risk factors for child maltreatment. These families participate on a voluntary basis and may or may not have an open dependency case with CSD.

The selected vendor is expected to case manage 10-12 SafeCare cases. The number of referrals to awarded vendors will be made according to the vendor's stated capacity so that each vendor's staff receives 10-12 SafeCare cases. Countywide, CSD expects to have over 300 clients for SafeCare.

2.0 TIMELINE

TIMELINE	DATES
<p>2.1 RELEASE OF REQUEST FOR PROPOSAL</p>	<p>Tuesday, October 25, 2011</p>
<p>2.2 NON-MANDATORY BIDDERS MEETING Location: County of Riverside Purchasing and Fleet Services 2980 Washington Street Riverside, CA 92504</p>	<p>Monday, November 7, 2011 Time: 10:00 am</p>
<p>2.3 DEADLINE FOR SUBMISSION OF QUESTIONS E-mail: mawhites@riversidedpss.org trchappe@riversidedpss.org Mail: County of Riverside Purchasing and Fleet Services Attn: Mark Whitesell - # PUARC-1196 2980 Washington Street Riverside, CA 92504</p>	<p>Must be received in writing by: Monday, November 14, 2011 Time: <u>1:00 pm</u> Include RFP # PUARC-1196 on all inquiries</p>
<p>2.4 DEADLINE FOR PROPOSALS</p>	<p>Monday, December 5, 2011 Time: <u>2:00 pm</u> ALL PROPOSALS MUST BE DELIVERED TO: Riverside County Administration Center Clerk of the Board of Supervisors 4080 Lemon Street, 1st Floor Riverside, CA 92501 RFP #PUARC-1196</p>
<p>2.5 TENTATIVE DATE FOR AWARDING RFP Approximately 60 to 120 days after the RFP closes. The County of Riverside expects to have a Contractor(s) in place on or before 7/1/12.</p>	<p>The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.Purchasing.co.riverside.ca.us</p>

2.6 Inquiries: All inquiries must be submitted on or before the last day for questions. Please refer to "Section 2.0 Timeline" for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP number PUARC-1196, to the attention of the Procurement Contract Specialist.

3.0 PERIOD OF PERFORMANCE

The period of performance shall be for three (3) years, renewable in one-year increments, with the completion date of June 30, 2015 with no obligation by the County of Riverside to purchase any specified amount of services.

4.0 DEFINITIONS

Wherever these words occur in this RFP, they shall have the following meaning:

- 4.1 "Addendum" refers to an amendment or modification to the RFP (Request for Proposals).
- 4.2 "Bid" refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- 4.3 "Bidder" refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 4.4 "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- 4.5 "CAPIT" shall mean the Child Abuse Prevention, Intervention and Treatment Program.
- 4.6 "CBCAP" shall mean the Community Based Child Abuse Prevention.
- 4.7 "CDSS" refers to the California Department of Social Services.
- 4.8 "CHA" refers to the Riverside County Community Health Agency.
- 4.9 "Clerk of the Board of Supervisors" refers to the County of Riverside's Clerk of the Board of Supervisors which has responsibility for receiving the Proposals from this RFP .
- 4.10 "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Bidder are used interchangeably.
- 4.11 "County" refers the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- 4.12 "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- 4.13 "CTF" refers to the Children's Trust Fund.
- 4.14 "Cultural competence" is defined as a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. 'Culture' refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. 'Competence' implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities.
- 4.15 "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- 4.16 "DR" refers to Differential Response. It is a joint assessment of the family in response to an incoming referral, made by the DPSS Social Worker and an assigned Community-Based organization.
- 4.17 "Evidence-Based" is defined as a practice consistent with the best research available, utilized with sound clinical judgment and experience, and aligned with the goals and values of the client being served. All proposals must follow the Evidence Based model stipulated in Section 6.0 this RFP.
- 4.18 "Fidelity" shall mean to the extent to which an intervention is implemented as intended by the designers of the intervention.
- 4.19 "HIPAA" refers to the Health Insurance Portability Accountability Act.

- 4.20 "In-Home Parenting Education" refers active learning approaches to parent education services provided in the home where parents *actively acquire* parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on acquisition of new parenting skills and behaviors to promote positive parent-child interactions (Source: U.S. DHHS Center for Disease Control, 2009).
- 4.21 "JOM" refers to "Joint Operational Meetings" and are held between Contractors and DPSS.
- 4.22 "NSTRC" refers to the National SafeCare Training and Research Center.
- 4.23 "Parent" refers to a parent or legal guardian.
- 4.24 "PCARC" refers to Prevent Child Abuse Riverside County; Riverside County's designated lead agency in child abuse prevention and the parent organization which coordinates the County's eight regional child abuse prevention councils as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section 18983.5).
- 4.25 "PHN" refers to CHA Public Health Nurses.
- 4.26 "PSSF" refers to Promoting Safe and Stable Families.
- 4.27 "RFP" refers to Request for Proposal.
- 4.28 "SafeCare" is an evidence-based parent-training curriculum for parents with young children who are at-risk and/or have been reported for maltreatment. Through SafeCare, trained professionals work with at-risk families in their home environments to improve parents' skills in several domains (Source: <http://publichealth.gsu.edu/968.html>)
- 4.29 "SDM" refers to Structured-Decision Making, a set of evidence-based and standardized assessment tools that use clearly defined and consistently applied decision-making criteria for screening for investigation, determining response priority, identifying immediate threatened harm, and estimating the risk of future abuse and neglect. Child and family needs and strengths are identified and considered in developing and monitoring progress toward a case plan (Source: US DHHS, <http://www.childwelfare.gov/systemwide/assessment/approaches/decision.cfm>).
- 4.30 "SSW" shall mean a CSD social worker.

5.0 EVALUATION PROCESS

- 5.1 Proposals may be evaluated based on the criteria listed below, to include but not limited to:

Criteria	Weight
Bidders response to the Scope of Work, and addressing all points in Section 8.0	50%
Overall cost to the County	30%
Bidder's general experience	20%
Financial status	Pass/fail
Clarifications, Exceptions or Deviations	Pass/fail

- 5.2 All proposals will be given thorough review. All contacts during the review selection phase will only be conducted through the County of Riverside Purchasing Department. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor.
- 5.3 All evaluation material will be considered confidential and not released by the County.

6.0 GENERAL PROPOSAL SUBMITTAL

- 6.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFP.
- 6.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 6.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 6.4 Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- 6.5 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 6.6 Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 6.7 Faxed or emailed proposals will not be accepted.
- 6.8 All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal."
- 6.9 One (1) original and six (6) additional copies, each in a 3 ring binder for ease of opening by evaluators.
- 6.10 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with Tabs A-J, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- 6.11 Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder)
- 6.12 Contractors may be asked to submit one (1) (Microsoft Word or PDF document formatted on a virus free CD) for one of the original binders. DO NOT INCLUDE IN YOUR PROPOSAL until requested by County at a later date.
- 6.13 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 6.14 All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

7.0 REQUIRED FORMAT OF PROPOSALS

Any Bidder who wishes to have this RFP in electronic format may send an email request to: MAwhites@riversidedpss.org. Please copy TRchappe@riversidedpss.org

Please provide Tabs A-J in your proposal

Tab A Proposal Checklist

Instructions:

- This section must be filled in and each item checked off to ensure all items requested by the County in this RFP have been submitted.
- Follow the instructions in each section of the RFP.
- Present all requested items in the tabs ordered A through J as shown
- Label each item presented and include additional items on your Table of Contents
- All proposals must include a detailed description of each proposed service to be provided
- Bidders that do not follow "Section 8.0 Required Format of Proposals", may be found to be "non-responsive" and disqualified from the bid process

Name of Organization: _____

Service: SafeCare & Differential Response

Zone #: 1 2 3

Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal.

- Tab A - Proposal Cover Page (*signed by Authorized Signatory*)
- Tab B - Proposal Checklist (*this page*)
- Tab C - Table of Contents
- Tab D - Company/Agency Profile
 - Child Abuse Mandated Reporter Policy and Procedures
 - Substance Abuse Policy and Procedures
 - Background Checking Procedures
 - Client Confidentiality Procedures
 - Additional Staff Training

- Tab E – Acknowledgements
 - E-1 Clarifications, Exceptions or Deviations
 - E-2 Evidence of Insurability/Business License
 - E-3 Transition
- Tab F - Scope of Services
- Tab G – Services by Geographic Zone
- Tab H - References

Financials

Please provide Items I and J in a clearly marked, sealed envelope. These items should only be included in the Original Proposal.

- Tab I – Cost Proposal & Budget Narrative
 - I-1 Cost Proposal
 - I-2 Budget Narrative
- Tab J – Financial Information

Tab B Proposal Cover Page

This Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:
WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of the Department of Public Social Services is soliciting proposals from qualified firms to provide:

SAFECARE & DIFFERENTIAL RESPONSE

There will be a non-mandatory bidder's meeting held on:

Date: Monday, November 7, 2011 **Time:** 10:00am

Location: Purchasing & Fleet Services
 2980 Washington St.; Riverside, CA 92504

BID CLOSING DATE: December 5, 2011 no later than 2:00 pm.
NO FAXED PROPOSALS WILL BE ACCEPTED

PROPOSALS MUST BE DELIVERED TO:
4080 Lemon St. 1st Floor, Riverside, CA 92501

After close of this RFP, the award may be announced within 60- 120 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name:		
Street Address:		
Mailing Address:		
City:	State:	Zip:
Remit to Address:		
City:	State:	Zip:
Phone # ()	FAX # ()	
Contractor Website:		
Name:	Title:	
Signature:	Date:	
Email:		
Please Check <input type="checkbox"/> Disabled Veteran		

Tab C Table of Contents

This section shall include a comprehensive table of contents that identifies material by Tabs A – J (in the order listed above) and by sequential page numbers.

Tab D Company/Agency Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)
2. Proof of non-profit status, if applicable
3. Company overview of services or activities performed, including:
 - a) The history of the bidder's firm
 - b) The number of years in business under the present business name, as well as prior business names
 - c) Number of years experience providing the proposed, equivalent or related services
 - d) Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
 - e) Company size - number of staff
 - f) Location of the office from which the work under this contract will be provided and the staff allocation at that office
4. Whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.
5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
6. Names of persons with whom the Bidder has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.
7. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract.
8. Include the policy and procedures for the following:
 - a) Child Abuse Mandated Reporter. All program staff, subcontractors and volunteers providing direct services to clients must have training in identifying suspected child abuse and notifying the County.
 - b) Substance Abuse. All program staff must be trained to identify substance abuse and develop a procedure to report to DPSS those clients who appear to be chronic or serious users of alcohol or drugs.
 - c) Provide the bidder's company background checking procedures and company utilized. Bidders must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors and volunteers providing direct services to clients.
 - d) Client Confidentiality. This must include how the organization will keep client information confidential.
 - e) Any additional staff training
9. Include a description of the organization's cultural competency policy, including:
 - a) How staff will work with clients from other cultures
 - b) Describe the process by which bilingual staff or a qualified interpreter are obtained/employed for services, e.g., currently employee, subcontractor, etc.
 - c) Provide a listing of the languages in which services can be currently offered

Tab E Acknowledgements

E-1 Exceptions/Deviations & Contract Terms Acceptance

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as **(Exhibit A)** and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Subcontractors
- Reporting Requirements
- Confidentiality

Do you have any other exceptions/deviations? If so, please provide an explanation:

E-2 Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

E-3 Transition

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- 1) Continue delivering services to all Clients in all geographic areas currently served in Riverside County until notified otherwise; and
- 2) Assist DPSS in the orderly transition and transfer of Clients and data to DPSS and the subsequent Contractor(s); and
- 3) Provide, in a timely manner, all file and database information deemed necessary by DPSS for use in subsequent contracting activities without additional cost to DPSS or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- 4) Cooperate with DPSS during a transition close-out period to ensure orderly and seamless delivery of services to Clients.

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization

hereby certify that _____ by submission of this proposal in response to the
Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

Tab F Scope of Services

This RFP has a space provided under each question the County has of the Bidder. Bidder may request an electronic copy of this RFP by contacting Mark Whitesell by email at mawhites@riversidedpss.org and Tracy Chappell at TRChappe@riversidedpss.org.

This is a written response to the full Scope of Services. Bidders must address all points in this section. All questions are in italicized font.

F-1 SERVICE RESPONSE

A written response of the Scope of Services. Bidders must address all points in this section under "BIDDER'S RESPONSE."

Outcome Based Measures

8.1 All services must be outcome based and include a method to measure those outcomes.

BIDDER'S RESPONSE: *Bidders must identify their program's outcome and process for measuring outcomes. Bidders must include a narrative for any numerically based outcomes. If using an outcome measure assessment tool, please include it with your response.*

Minimum Qualifications

8.2 Experience providing in-home supportive services to targeted population.

BIDDER'S RESPONSE: *Bidders must discuss experience in providing in-home supportive services.*

8.3 Knowledge of evidence-based practices for parent training.

BIDDER'S RESPONSE: *Bidders must discuss knowledge of evidence-based practice for parent training services.*

8.4 Have administrative staff available to implement the SafeCare Service Model.

BIDDER'S RESPONSE: *Bidders must discuss if the organization has the capacity to implement the SafeCare Model.*

8.5 Professional staff who possess a Bachelors Degree in the Behavioral Science field or professional staff with experience that may be approved by the Department.

BIDDER'S RESPONSE: *Bidders must provide a copy of a Bachelor's Degree for all staff providing SafeCare In-Home Services.*

Geographic Areas

8.6 DPSS needs vendor(s) to serve all families in Riverside County. Potential vendors may propose to serve all of Riverside County, or only a portion. If serving a portion of the county, the potential vendor must discuss which areas they are willing to serve on the attached Services by Geographic Zone Form (**Tab F**) and check each zip code on **Tab F** where services will be provided. The proposed Geographic Zones are: Zone 1 (Western County), Zone 2 (Mid & Southwest County), and Zone 3 (Desert & Eastern County). There are no facility requirements as these services are delivered in-home to parents who are referred by DPSS.

BIDDER'S RESPONSE: *Bidder must complete the Services by Geographic Zone Form on (Tab F) where services will be provided.*

Vendor Staff Training

8.7 Contractors recommended for a contract award must agree to have their employees attend the following training, meetings, and coaching training within 90 days of the contract approval as follows:

- a. Attend a five-day on-site training by the CHA Public Health Nurses (PHNs) from Riverside County
- b. Attend weekly 1.5 hour team meetings
- c. Attend monthly coaching sessions led by a CHA PHN, and
- d. Have four initial coached visits by a CHA PHN.

BIDDER'S RESPONSE: *Bidder must acknowledge they will attend SafeCare Training.*

- 8.8 Contractors shall participate in the following coaching training:
- a. Attend SafeCare home visitation training and achieve full certification within 90 days of contract approval.
 - b. Attend one day of additional training in SafeCare coaching.
 - c. Work with CHA PHNs to monitor fidelity according to NSTRC's minimum required frequencies:
 - 1. Participate in the first four family sessions (two must be live observations)
 - 2. Participate in one session per month for the first year.
 - 3. Participate in one session per quarter after the first year.
 - 4. Fidelity assessment and coaching sessions should be done more frequently for vendor's home visitor providers who consistently fall below minimum standards (85%).
 - d. Attend weekly meetings to discuss SafeCare implementation.

BIDDER'S RESPONSE: Bidder must acknowledge they will attend Coaching Training.

- 8.9 Maintain the model fidelity of the SafeCare program as described in the "SafeCare Readiness Guide" (Exhibit C).

BIDDER'S RESPONSE: Bidder must acknowledge they will maintain the model fidelity as proscribed in Exhibit C.

- 8.10 Attend and participate in Structured Decision Making (SDM) training and Differential Response web-based application training provided by DPSS.

BIDDER'S RESPONSE: Bidder must acknowledge they will attend the Structured Decision Making (SDM) and Differential Response web-based application training.

Vendor Process for Implementation/Program Service Requirements

- 8.11 Vendor shall provide to each family up to 18 weekly 90 minute sessions per week. This will include completion of assessments, surveys, and documentation as required. Assessments will be completed before and after each of the three training modules (Child Healthcare, Parent-Child Interaction, Home Safety).
- 8.12 Vendor shall adhere to the National SafeCare Training and Research (NSTRC) implementation model. Important aspects of this model are described in the "SafeCare Readiness Guide" (**Exhibit C**).

Train parents with children ages 0-5 years old using the following training modules during home visits:

- A. Health Module – Train parents to use health reference materials, prevent illness, identify symptoms of childhood illnesses or injuries, and provide or seek appropriate treatment by following the steps of a task analysis.
 - B. Home Safety Module – This module involves the identification and elimination of safety and health hazards by making them inaccessible to children. The Home Accident Prevention Inventory-Revised (HAPI-R), attached as (**Exhibit D**), will be used and is a validated and reliable assessment checklist designed to help a provider measure the number of environmental and health hazards accessible to children in their homes.
 - C. Parent-Child/Parent-Infant Interactions Module – This module consists of training on parent-infant interactions (birth to 8-10 months) and parent-child interactions (8-10 months to 5 years). The purpose of this module is to teach parents to provide engaging and stimulating activities, increase positive interactions, and prevent troublesome child behavior. The primary method for teaching this module is Planned Activities Training (PAT) Checklist, attached as (**Exhibit E**).
- 8.13 Vendor shall provide face-to-face meeting with the family at their place of residence, or other location if appropriate. All contacts must be face-to-face contacts.
 - 8.14 Any organization(s) providing SafeCare must implement the program according to all SafeCare specifications to preserve program fidelity.

BIDDER'S RESPONSE: *In this area, acknowledge you have read and will comply with Section 8.11-8.14.*

- 8.15 Services must be provided during weekend and evening hours.

Bidders must provide the hours and days services can be provided.

BIDDER'S RESPONSE:

Vendor Process for Referral/Intake

- 8.16 Families will be electronically referred to the DR Case Management System provided by DPSS. The referral will contain a summary assessment and prioritized service needs.
- 8.17 Conduct first meeting with each family within ten (10) working days of receipt of referral.
- 8.18 Ensure that families referred for services have no safety issues as assessed by the SDM assessment tool.
- 8.19 Conduct three (3) face-to-face meetings with each family within twenty (20) working days of receipt of referral.
- 8.20 Document in the client record when the family accepts services.
- 8.21 Document in the Differential Response database if the family refuses services.

BIDDER'S RESPONSE: *In this area, acknowledge you have read and will comply with Section 8.16-8.21*

Assessment

- 8.22 Vendor shall assess health related behavior, parent role-play health scenarios, parent's ability to identify symptoms of illness and injuries, and determine if parents seek the most appropriate health treatment for their child. There are standardized assessment forms that will be provided by DPSS.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

- 8.23 Vendors must assess clients prior to the start of receiving services, and at the completion of services to measure change in parental attitudes.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

Case Management

- 8.24 Vendor shall conduct and document observations of parental knowledge and skills for the Health, Home Safety, and Parent-Child/Parent-Infant Interactions modules by using a set of observation checklists (provided by DPSS) which may include:
 - a. Describing desired target behaviors
 - b. Explaining the rationale or reason for each behavior
 - c. Modeling each behavior (demonstrating desired behavior)
 - d. Asking parent to practice behavior
 - e. Providing positive feedback (pointing out positive aspects of performance)
 - f. Providing constructive feedback (pointing out aspects of performance needing improvement)
 - g. Reviewing parent's performance, having parent's practice areas that need improvement, and setting goals for the week.

- 8.25 Maintain client files for each family which includes:
 - a. SafeCare documentation, as required
 - b. Authorization from the family of confidential information
 - c. Contact log/documentation describing services provided at each visit
 - d. Assessment forms provided by DPSS
 - e. Discharge summary of client services and referrals

BIDDER'S RESPONSE: *In this area, acknowledge you have read and will comply with Section 8.24-8.25.*

Administration

- 8.26 All subcontractors must be approved in writing by the County. Subcontractors providing SafeCare home visitor services shall have a Bachelors Degree in the Behavioral Science Field or professional staff with experience that may be approved by DPSS.

BIDDER'S RESPONSE: *Indicate if the bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and a list of responsibilities.*

- 8.27 Contractor's staff shall participate in quarterly Joint Operational Meetings (JOMs) as requested.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

Staffing

8.28 Vendor shall assign staff to be the liaison representatives to interact with DPSS.

BIDDER'S RESPONSE: *In this area, Bidders shall explain if they have staff to be liaison representatives to interact with DPSS.*

8.29 Vendor's staff shall provide SafeCare services in the home and carry caseloads not to exceed 10-12 families at a time per staff.

BIDDER'S RESPONSE: *In this area, Bidders must provide their staffing plan and provide any experience selected staff have with evidence-based programs, and with in-home parenting.*

8.30 The education requirement for staff is a Bachelors Degree in the Behavioral Science Field or professional staff with experience that may be approved by DPSS. Credentials shall be provided for all staff providing services. Bidders must provide resumes as credentials of staff providing services, specifically:

- a. Description of education
- b. General experience
- c. Experience or education related to the RFP project
- d. Letters of reference if available
- e. Copies of applicable current professional licenses, permits, and certificates
- f. Any other information, which will assist in evaluating qualifications

BIDDER'S RESPONSE: *Bidders must attach copies of diplomas, degrees and/or valid licenses for each SafeCare Home Provider.*

Reporting

The selected vendor must agree to:

- 8.31 Submit Quarterly Outcome Progress reports.
- 8.32 Submit Annual Outcome Evaluation reports.
- 8.33 A Differential Response database tool will be provided by DPSS and maintained by the awarded vendor. Collected data may be published or reported in public forums; all results will be reported in aggregate. Under no circumstances will a client's identity be revealed. Data collected must be HIPAA compliant.
- 8.34 Enter required data into the Differential Response database within forty-eight (48) hours of a face-to-face meeting.
- 8.35 Submit all of the requested data for reports on an ongoing basis. The data for reports shall include:
 - a. Updated case record with client demographics
 - b. Service referrals
 - c. Follow-up contacts
 - d. Termination summary
 - e. Entrance and attendance information for all clients enrolled in the program

BIDDER'S RESPONSE: *In this area, acknowledge you have read and agree to the requirements listed in Section 8.31-8.35.*

Resources Needed for SafeCare Training and Implementation

8.36 SafeCare requires a few additional materials for conducting SafeCare Training Implementation. These items below are needed for SafeCare training and implementation:

Each SafeCare provider will need:

- a. Digital audio recorder (one per home visitor) and batteries
- b. Screwdriver for installing latches (one per home visitor)
- c. Baby doll for doing role-plays with the parents (one per home visitor)
- d. Access to a copier (DPSS will give all trainees master copies of the SafeCare assessment forms and a health manual; copies will need to be made for each family served)
- e. Clipboard, rolling file organizers to carry supplies

Each SafeCare provider will need to provide each family with:

- a. Copies of the health manual and other SafeCare forms
- b. Safety First Aid Kit or the following basic safety latches (one per home visitor):
 1. Cabinet latches
 2. Door knob holders
 3. Drawer latches
- c. No choke test tube or tube for assessing choking hazards (to leave with each family)
- d. Other optional materials may include:
 1. Digital thermometer with cover (to leave with each family)
 2. Packet of coloring sheets (can be printed from the internet) and box of crayons
 3. Toy for family (walking child – age 5)
 4. Toy for infant (0-walking age)
 5. Gloves
 6. Stickers for reinforcing children's positive behaviors
 7. Band-aids

BIDDER'S RESPONSE: Bidders must include in their projected budget (Item H2- Budget Narrative) the material resources needed to implement the SafeCare model.

Tab G Services by Geographic Zone

Bidders must check each zip where services are provided

ZONE 1 Western County		
<input checked="" type="checkbox"/>	City	Zip Code
	Colton	92324
	Corona	92879
	Corona	92880
	Corona	92881
	Corona	92882
	Elsinore	92530
	Elsinore	92531
	Elsinore	92532
	Homeland*	92548
	March AFB	92518
	Mira Loma	91752
	Moreno Valley	92551
	Moreno Valley	92552
	Moreno Valley	92553
	Moreno Valley	92554
	Moreno Valley	92555
	Moreno Valley	92556
	Moreno Valley	92557
	Norco	92860
	Nuevo/Lakeview	92567
	Perris*	92570
	Perris	92571
	Perris	92572
	Riverside	92501
	Riverside	92502
	Riverside	92503
	Riverside	92504
	Riverside	92505
	Riverside	92506
	Riverside	92507
	Riverside	92508
	Riverside	92509
	Romoland	92585
	Sun City	92586
	Sun City/ Canyon Lake/Quail Valley	92587
	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input checked="" type="checkbox"/>	City	Zip Code
	Aguanga	92536
	Anza*	92539
	Banning*	92220
	Beaumont/ Cherry Valley	92223
	Cabazon*	92230
	Calimesa	92320
	Hemet*	92543
	Hemet	92545
	Hemet/Valle Vista*	92544
	Idyllwild	92549
	Menifee/Sun City	92584
	Mountain Center	92561
	Murrieta	92562
	Murrieta	92563
	San Jacinto	92581
	San Jacinto	92582
	San Jacinto/ Gilman Springs*	92583
	Temecula	92590
	Temecula	92591
	Temecula	92592
	Temecula	92593
	Winchester	92596

ZONE 3 Desert & Eastern County		
<input checked="" type="checkbox"/>	City	Zip Code
	Blythe*	92225
	Cathedral City	92234
	Cathedral City	92235
	Coachella	92236
	Desert Center/ Eagle Mountain	92239
	Desert Hot Springs*	92240
	Indian Wells	92210
	Indio	92201
	Indio	92202
	Indio	92203
	Indio Hills/DHS/ Sky Valley	92241
	La Quinta	92253
	Mecca/ North Shore	92254
	Midland	92255
	Palm Desert	92211
	Palm Desert	92260
	Palm Desert	92261
	Palm Springs	92258
	Palm Springs	92262
	Palm Springs	92263
	Palm Springs	92264
	Rancho Mirage	92270
	Ripley	92272
	Thermal/Oasis/ Salton Sea	92274
	Thousand Palms	92276
	Whitewater	92282

* Zip codes indicated with an asterisk have been identified as having the highest incidence of child abuse allegations.

Tab H References

1. All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or DPSS staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.
2. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
3. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
4. Provide details of any failure or refusal to complete a contract. If none, that must be stated.
5. Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

Please provide one copy of Items H and I in a clearly marked, sealed envelope.

Tab I Cost Proposal & Budget Narrative

In this section, please complete and include the Cost Proposal Sheet and **please submit to the Clerk of the Board under separate cover. Place in a sealed envelope, and include only in the Original Proposal (Not in the copies).** Cost Proposals will be opened after the evaluation of the proposals have been completed. The County reserves the right to negotiate final fees with the selected Contractor(s).

Proposals must fully describe all costs to charges to County as part of this project. As stated in the Cost Proposal, bidders must provide fully inclusive blended rates, which are inclusive all of the bidder's project-related or supported expenses, including travel expenses.

Bidders may also include any other documents as information to further explain the proposed costs. The Cost Proposal will be opened after the evaluation of the proposals has been completed. The County reserves the right to negotiate final fees with the selected firm(s).

Contracts may be funded with CAPIT funding and will require a ten (10) percent cash or in-kind match. This match can not be from funding provided by the California Department of Social Services. The match must support the goals of child abuse and neglect, prevention and intervention. Funding shall be used to supplement and not supplant child welfare services.

Your budget must show the total cost of running the proposed program. However, the match requirement is figured based on the amount of "Total Award."

EXAMPLE CALCULATION OF MATCH FOR A \$100,000 AWARD

Total Award	\$100,000.00
Plus: 10% match	\$ 10,000.00
Total Program Cost	\$110,000.00

I-1 Cost Proposal

For the services under this RFP, a single Unit of Service consists of the following:

Unit	Description
In-home Parenting Visit	
A unit is one (1) single session with a client.	A single session is 90 minutes of face-to-face time with client and is inclusive of the following: * Case management (documenting notes, contacting DPSS liaison) * Administrative support (reporting, making phone calls), and * Operating costs.

Unit of Service prices are all inclusive, including all expenses and other costs necessary to complete the work specified.

Unit of Service Cost

Proposed Service	(Column A) Estimated # of Families to be served	(Column B) Estimated # of Sessions	(Column C) Total Number of Units the Agency can provide in one year	Total Cost (Multiply Column C by Column E)	(Column E) Cost for each unit of service Units are defined in (Item H-1) above
SafeCare In-Home Parenting Visit					

*Bidders may request an electronic copy of this form to MAwhites@riversidedpss.org and copy TRchappe@riversidedpss.org.

The Bidder is required to sign each cost proposal. Failure to do so could result in a non-responsive bid.

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
 Printed Name of Agent/Officer Name of Organization

hereby certify that _____ by submission of this proposal in response to the
 Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

I-2 BUDGET NARRATIVE

Complete the Budget Narrative below. Bidders must provide a formula that justifies the annual cost and a clear narrative for the proposed service.

Service Type: _____

Cost should reflect expenditures for a full 12 month year. The line-item budget is included for evaluation purposes. The contract when awarded will be unit of service. Prices are all inclusive, including all expenses and other costs necessary to complete the work specified. Bidder must include a **budget narrative** that describes each line item.

Description	Dollar Amount	
	PER HOUR	PER YEAR
SALARIES (Per Position) – Also indicate full-time equivalent (FTE) per position		
	\$	\$
	\$	\$
	\$	\$
BENEFITS	\$	\$
TOTAL SALARIES & BENEFITS		\$
OPERATING COSTS (Please also list Material Resources needed for SafeCare Implementation)		
		\$
		\$
TOTAL OPERATING COSTS		\$
ADMINISTRATIVE COSTS		
		\$
		\$
TOTAL ADMINISTRATIVE COSTS		\$
TOTAL BUDGET		\$

SIGNED: _____

DATE: _____

Tab J Financial Statement

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity.

Financials should provide sufficient detail to assure the County of Riverside that bidder can support services being offered and as a Contractor the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

Please place financials in a separate envelope and mark "Confidential" if your agency requires this to be kept confidential. The County cannot guarantee that the financials submitted will be kept confidential.

Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed enveloped and marked "Confidential.")

8.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us.

9.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit A. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

10.0 HIPAA BUSINESS ASSOCIATE ADDENDUM

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as Exhibit B, to warrant that, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

11.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

12.0 CONFIDENTIALITY AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

If the proposal is accepted and an agreement with the County is entered into, the Contractor will be required to sign the most current HIPAA Business Associate Addendum. If the HIPAA Associate Addendum is revised, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

13.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

EXHIBIT A – Sample Service Agreement

SAMPLE AGREEMENT

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: (INSERT CONTRACT NUMBER)
 CONTRACTOR: (INSERT CONTRACTOR NAME)
 AGREEMENT TERM: (INSERT CONTRACT TERM)
 MAXIMUM REIMBURSABLE AMOUNT: (INSERT AMOUNT OF CONTRACT)

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide services.

WHEREAS, Unassigned is qualified to provide services:

WHEREAS, DPSS desires Unassigned, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for County:	Authorized Signature for
Printed Name of Person Signing:	Printed Name of Person Signing:
Title:	Title:
Address: 10281 Kidd St. Riverside, CA 92503	Address:
Date Signed:	Date Signed:

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. Insert additional definitions if applicable.

II. OBJECTIVES

- Ensure that services provided result in positive outcomes for at least one of the following program objectives:
- 1. Insert specific instructions here.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Insert additional responsibilities if applicable.

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Contractor and DPSS.
- 2. Insert additional responsibilities if applicable.

B. REPORTING

The Contractor shall:

- 1. Insert reporting instructions here.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$0.00.

2. UNIT OF SERVICE COST RATE

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

- d. The Contractor shall submit DPSS Forms 2076A (Exhibit A) and 2076B (Exhibit B) if applicable following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits A and B are attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June 2010 are due no later than June 7, 2010. Actual Contractor invoices for May and June 2010 are due no later than July 30, 2010.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

5. CERTIFICATION OF FINANCIAL SUPPORT

Before commencement of the work under this Agreement, the Contractor shall provide sufficient evidence of financial support to meet its obligations under this Agreement. The ability to provide financial support shall be based on any of the following:

- a. Audited financial statements that document, to the satisfaction of the County, sufficient financial resources to support the Contractor's obligations under this Agreement; or,
- b. Binding certification from any other affiliated corporation or organization providing financial support in any way that confirms the amount of support provided to the Contractor; or,
- c. In the event that the Contractor provides working capital through loans from financial or other institutions, documentation from the institution that specifies the maximum line of credit available to the Contractor.

6. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

8. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All

records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor assures it will comply with Title VI 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; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the

Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance 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 Contractor 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 contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized 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 11135-39, 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age,

sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

6. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

7. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

8. INSURANCE

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

(4) Professional Liability

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for

performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

9. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

11. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

12. PERSONNEL

- a. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
- (1) All staff who work full or part-time positions by title, including volunteer positions; and
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

b. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1). Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2). Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3). Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- (4). DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

13. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

14. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to DPSS and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse on neglect to a child protective agency as defined in the Penal Code

15. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing

services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

16. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

17. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

18. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

19. CERTIFICATION REGARDING LOBBYING

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

- a. No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

20. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

21. ENVIRONMENTAL STANDARDS

By signing this agreement or accepting funds under this agreement, the contractor assures that he/she will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:
 - (1) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - (2). The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this agreement, that is currently listed as a violating facility, on the effective date of the agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state's termination for cause of this agreement or for State's disallowance of any cost otherwise allowable under this agreement. The contractor agrees to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

22. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

23. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;

- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to the homeless; and
- c. To make available to DPSS in a timely manner all file information regarding the homeless persons served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service to the homeless.

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2009 to June 30, 2010, with one-year renewal options.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

VENDOR:

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

E. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

F. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

G. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than May 1, 2010.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

J. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

EXHIBIT B – HIPAA Business Associate Addendum to the Agreement

HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and
(CONTRACTOR)

This HIPAA Business Associate Agreement Addendum (“Addendum”) supplements, and is made part of the Agreement for Services (the “Underlying Agreement”) between the COUNTY OF RIVERSIDE (“County”) and (Insert Contractor Name) (“Contractor”) as of the date of approval by both parties (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information (“PHI”) and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”) and/or Part 162 (the “Security Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
 - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
 - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:

- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
 - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
 - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County, or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
3. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
 - D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.
4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
 - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:

- (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
 - B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
 - C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.
7. Term and Termination.
- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
 - B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford

Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.

- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

13.1.1 8. Hold Harmless/Indemnification

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR

COUNTY OF RIVERSIDE

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT C – SafeCare Readiness Guide**SafeCare® Readiness Guide**

NSTRC is delighted you are interested in SafeCare. Your success in implementing SafeCare (or any program) can be affected by how well prepared your staff and your organization is to do SafeCare. Below we provide some guidance and considerations to help optimize your SafeCare implementation.

I. Systems/Population

As with any evidenced-based program, SafeCare may only be effective with specific populations. Most research with SafeCare has been conducted with parents of young children, between birth and five years of age with a history of neglect or physical abuse or who have risk factors for neglect and/or abuse. Other related considerations for your organization include:

- Your agency should have an adequate referral base for the targeted population.
- You should be sure that your funding source can and will reimburse for SafeCare services ○ If you will bill for SafeCare services through an existing contract, be sure that the contract provides adequate reimbursement for SafeCare services, which generally consist of weekly 90 minute sessions for 18-20 weeks.
- It may be appropriate to orient your agency's referral sources about SafeCare and inform them about plans to implement SafeCare with appropriate referrals.

II. Your Agency

Your agency leadership is crucial for achieving sustained implementation of SafeCare. Leadership must be committed to support implementation of SafeCare and should take the following steps:

- Become familiar with NSTRC's implementation and training models to ensure that requirements can be met. Any concerns can be discussed with NSTRC.
- Communicate clearly with staff about what SafeCare is, and why it is being adopted.
- Soliciting and addressing the concerns of your staff about adopting SafeCare.
- Ensure that your managers and staff are committed to both workshop and in-field training for Home Visitors and Coaches. This includes planning to implement SafeCare according to NSTRC's implementation model.
- Emphasize the importance of delivering SafeCare to families in the way it was designed. That is, adhering to the model when implementing SafeCare.
- Commit to ongoing coaching and ensure that staff have adequate time to give/receive coaching
- Ensure that caseloads for Home Visitors conducting SafeCare are appropriate (10-12 families at a time), and that staff can complete all other work assignments.
- NOTE: NSTRC routinely participates in an agency orientation prior to beginning training. NSTRC faculty or staff typically assists agency leadership in discussing the SafeCare model and related questions or concerns.

III. The staff that will receive SafeCare training

SafeCare is very structured and there are specific protocols to follow that include observational assessment, modeling, role playing, and giving feedback to parents. SafeCare is a straightforward intervention, and home visitors with a wide array of experience and education have been able to meet mastery in delivering the model. However, some staff may be more open to using SafeCare than others, and more open generally to learning new intervention techniques. You should think carefully about who would be a good fit for SafeCare.

Good candidates to become SafeCare Home Visitors are individuals who are:

- Comfortable delivering interventions to families in the home setting.
- Open to learning and implementing new curricula or intervention programs.
- Open to delivering a highly structured intervention.
- Able to be both creative and flexible in delivering services to families.
- Open and responsive to supervision and feedback.

Good candidates to become SafeCare Coaches are individuals who:

- Are willing and able to master the SafeCare model.
- Have good communication and interpersonal skills.
- Understand the importance of fidelity, and are committed to working with Home Visitors to ensure the model is conducted properly
- Have experience implementing new approaches, programs, or systems for working with families.

All Staff should be aware of SafeCare training processes and expectations

Home Visitors responsibilities include:

- Must attend a SafeCare Training Workshop for five days.
- Must demonstrate skills in the field to become certified SafeCare provider.
- Adherence to the SafeCare protocols is regularly monitored by their Coach through direct observation or recordings of sessions.
- Must participate in weekly team meetings with Coaches to discuss cases.

Coach responsibilities include:

- Must attend SafeCare Home Visitation training and achieve full certification.
- Must complete one day of additional training in SafeCare coaching.
- Must work with Home Visitor to monitor fidelity according to NSTRC's minimum required frequencies:
 - The first four family sessions (two must be live observations).
 - One session per month for the first year.
 - One session per quarter after the first year.
 - Fidelity assessment and coaching sessions should be done more frequently for Home Visitors who consistently fall below minimum standards (85%).
- Should conduct weekly meetings of all SafeCare staff to discuss SafeCare implementation.
- Will be regularly supported and monitored by their SafeCare Trainer to assist them in performing their coaching duties.
- Coaches should participate in periodic implementation meetings with NSTRC to assess organization progress in implementing SafeCare, program successes, and problem-solving techniques. NSTRC recommends quarterly meetings.

IV. Resources needed for SafeCare Training and implementation

SafeCare requires a few additional materials beyond what is normally needed for conducting home-based services. Each Home Visitor will need:

- Digital audio recorder (one per Home Visitor) and batteries
- Screwdriver for installing latches (one per Home Visitor)
- Baby doll for doing role-plays with the parents (one per Home Visitor)
- Access to a copier (we will give all trainees master copies of the SafeCare assessment forms and a health manual; copies will need to be made for each family served)
- Clipboard, rolling file organizers to carry supplies

Each family will need:

- Copies of the health manual and other SafeCare forms
- Safety First Kit OR the following basic safety latches:
 - Cabinet latches
 - Door knob holders
 - Drawer latches
- No choke test tube or tube for assessing choking hazards (to leave with each family)
- Other optional materials:
 - Digital thermometer with cover (to leave with each family)
 - Packet of coloring sheets (can be printed from the internet) and box of crayons
 - Toys for Family (walking child – age 5)
 - Toys for Infant (0 – walking age)
 - Gloves
 - Stickers for reinforcing children's positive behaviors
 - Band-aids
 - Health Kit

EXHIBIT D – Home Accident Prevention Inventory (HAPI-R)

Home Accident Prevention Inventory (HAPI)-Revised: Home Visitor Version

Family: _____

Child: _____

Date: _____

Home Visitor: _____

Timing: _____ Baseline

Training _____ Follow-up

Room: _____

Eye Level Height: _____

Reach Height: _____

Hazard	No. of Hazards*	Comments
Poison Solids & Liquids		
1 Medications (tube, pill, liquid)		
2 Cleaners & deodorizers		
3 Alcoholic beverages		
4 Beauty products		
5 Pesticides, fertilizers, herbicides		
6 Paints/stains, solvents, polishes/waxes, petroleum products, & glues/adhesives		
7 Poisonous plants		
Fire & Electrical Hazards		
8 Combustibles		
9 Protective appliance covers		
10 Fireplaces without screens		
11 Outlet/switch without plates		
12 Electrical cords/plugs		
Suffocation by Mechanical Objects		
13 Plastics		
14 Crib cords		
Small Objects / Choking Hazards		
15 Ingestible small objects		
Sharp Objects		
16 Sharp objects		
Firearms		
17 Firearms		
Falling and Trip Hazards		
18 Balconies		
19 Steps		
20 Windows		
21 Objects on stairs or in areas where people walk		
Crush Hazards		
22 Heavy objects, boxes, etc. the child could pull onto self		
Drowning Hazards		
23 Standing water in bathtubs/sinks/buckets		
24 Unsecured toilet		
Organic Matter and Allergens		
25 Decaying food		
26 Excess dust, dirt, animal hair, etc.		
27 Evidence of infestations, such as roaches, roach or rodent droppings, or roach eggs		
Total Hazards		

*Count individual hazards up to 10. For >10 hazards, make an estimate.

EXHIBIT E – Planned Activities Training (PAT) Checklist
Planned Activities Training (PAT) Checklist-General: Home Visitor Version

Parent Name: _____

Date: _____

Child Name: _____

Home Visitor Name: _____

Activity: _____

Situation: Baseline Training Follow-up

Parent Behavior	Score √+, √, -	Priority Rating	Notes
Prepare in advance Get supplies ready in advance; give advance warning Have a plan for what you are going to do			
Explain the activity Get child's attention; be positive and excited Explain the activity so child knows what to expect			
Explain the rules Simple, clear, and easy to follow Tell child what to do instead of what not to do			
Explain the consequences For following rules and for not following rules Be realistic and always follow through with what you say			
Give choices Choice of activities, materials, what comes first Keeps child interested in the activity			
Talk about what you are doing Talk and ask questions about what your child is doing Follow child's lead; teach simple skills			
Use good interacting skills <input type="checkbox"/> On child's level ___ <input type="checkbox"/> Paying attention to child ___ <input type="checkbox"/> Touching affectionately ___ <input type="checkbox"/> Talking to child warmly ___			
Ignore minor misbehavior Praise your child for good behavior Don't pay attention to minor problems			
Give feedback Describe what your child did that was great What should he/she work on next time?			
Provide rewards/consequences Natural rewards: praise, favorite activities, attention Use the things your child already likes as rewards			

Percent scored as √ or √+

Please check if you see any

- Negative verbalizing Instructing harshly Negative touching

Scoring:

- √+ Completed the step well
 √ Completed the step correctly, but could use improvement
 - Completed the step minimally or did not do the step when it was appropriate to do it
 N/A Not Applicable

Priority Ratings:

U=Urgent HP=High Priority M=Monitor

REQUEST FOR PROPOSAL # PUARC-1197

FAMILY PARTNERS PROGRAM



By:
Mark Whitesell, Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
(951) 955-4937 / (951) 955-3730 (fax)
Email: mawhites@riversidedpss.org
NIGP Code(s):96258

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED.

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INSTRUCTIONS TO BIDDERS

Buyer: Mark Whitesell Email: mawhites@riversidedpss.org
 Visit our Website: www.purchasing.co.riverside.ca.us
 Telephone: (951) 955-4937

- I. Contractor Registration – Unless stated elsewhere in this document, Contractor must register online at www.Purchasing.co.riverside.ca.us with all current Contractor information, to be registered on the County's database.
- II. Prices/Notations – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. Period of Firm Pricing – Unless stated otherwise elsewhere in this document, prices shall be firm for 180 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
- IV. Method of Award – The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- V. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
- VI. Return of Bid/Closing Date/Return to – The bid response shall be delivered to **Riverside County Administrative Center, Clerk of the Board of Supervisors, 4080 Lemon St. 1st Floor, Riverside, CA 92501 by 2:00 p.m.** on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- VII. Auditing – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- VIII. Disabled Veteran Business Enterprise Preference – The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P
Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

- | | | | |
|--|---|---|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> EXHIBIT (A-B) | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110 | Special Conditions/Response | <input type="checkbox"/> 116-150 | Special Conditions RFP |
| <input type="checkbox"/> #116-140 | Special Conditions Personal/Professional Services RFP | <input type="checkbox"/> 116-130 | Equipment Information Sheet |

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE
AND LIKE EFFECT AS IF SET FORTH HEREIN

- | | | | |
|--|--|-----------------------------------|--|
| <input type="checkbox"/> #116-200 | General Conditions | <input type="checkbox"/> #116-210 | General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230 | General Conditions - Equipment | <input type="checkbox"/> #116-220 | General Conditions - Public Works |
| <input checked="" type="checkbox"/> #116-240 | General Conditions - Personal/Professional Service | | |

APPENDIX A

1.0 PURPOSE

The County of Riverside, Department of Public Social Services (DPSS) is seeking proposals from qualified community based agencies interested in contracting with DPSS to develop, implement, and evaluate the Family Partners Program. Riverside County is committed to implementing family-centered strategies to achieve child welfare outcomes, recognizing that families are experts in determining what is best for themselves and their children. Through the Family Partners Program, DPSS intends to foster a strong partnership with parents, caregivers, and youth, by giving them equal voice in all aspects of policy, program, and service design; decision-making; implementation; and evaluation. Based on the core principle of family support services emphasizing partnership between professionals and families, the Family Partners Program is intended to ensure that families' voices are also heard in a meaningful way as partners, advocates, and mentors to families who are at risk of entering the child welfare and court systems.

The County is committed to partnering with Family Partners to achieve the following child welfare outcomes:

- Children are, first and foremost, protected from abuse and neglect.
- Children are safely maintained in their own 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 education needs.
- Children receive adequate services to meet their physical and mental health needs.

The bidder's services should be consistent with the County's goal to improve child welfare outcomes for child safety, permanency, and family and child well-being and be responsive to the 2011 County Needs Assessment and the 2009 County System Improvement Plan (SIP). Bidders are strongly encouraged to refer to the Needs Assessment (http://pcariverside.org/wp-content/uploads/2010/10/2010_Needs_Assessment.pdf) and the County's 2009 SIP (<http://www.dss.cahwnet.gov/cfsweb/res/SIPs/2009-2012SIPRiverside.pdf>) in the development of their proposal. The services identified as being needed in the County in the 2011 Needs Assessment are the basis for this RFP.

DPSS works to ensure that all available services are easily accessible, linked to additional supportive resources outside the child welfare system (CWS), and are culturally respected.

The County of Riverside has the right to split this bid to multiple Contractors.

2.0 TIMELINE

TIMELINE	DATES
<p>2.1 RELEASE OF REQUEST FOR PROPOSAL</p>	<p>Tuesday, October 25, 2011</p>
<p>2.2 NON-MANDATORY BIDDERS MEETING Location: County of Riverside Purchasing and Fleet Services 2980 Washington Riverside, CA 92504</p>	<p>Friday, November 7, 2011 Time: 10:00 am</p>
<p>2.3 DEADLINE FOR SUBMISSION OF QUESTIONS E-mail: mawhites@riversidedpss.org rposelsk@riversidedpss.org Mail: County of Riverside Purchasing and Fleet Services Attn: Mark Whitesell - # PUARC-1197 2980 Washington Street Riverside, CA 92504</p>	<p>Must be received in writing by: Monday, November 14, 2011 Time: <u>1:00 pm</u> Include RFP # PUARC-1197 on all inquiries</p>
<p>2.4 DEADLINE FOR PROPOSALS</p>	<p>Monday, December 5, 2011 Time: <u>2:00 pm</u> ALL PROPOSALS MUST BE DELIVERED TO: Riverside County Administration Center Clerk of the Board of Supervisors 4080 Lemon Street, 1st Floor Riverside, CA 92501 RFP #PUARC-1197</p>
<p>2.5 TENTATIVE DATE FOR AWARDING RFP Approximately 60 to 120 days after the RFP closes. The County of Riverside expects to have a Contractor(s) in place on or before 7/1/12.</p>	<p>The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.Purchasing.co.riverside.ca.us</p>

2.6 Inquiries: All inquiries must be submitted on or before the last day for questions. Please refer to "Section 2.0 Timeline" for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP number PUARC-1197, to the attention of the Procurement Contract Specialist.

3.0 PERIOD OF PERFORMANCE

The period of performance shall be for 3 year(s), renewable in one-year increments, with the completion date of June 30, 2015 with no obligation by the County of Riverside to purchase any specified amount of services.

4.0 DEFINITIONS

Wherever these words occur in this RFP, they shall have the following meaning:

- 4.1 "Addendum" refers to an amendment or modification to the RFP (Request for Proposals).
- 4.2 "Bid" refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- 4.3 "Bidder" refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 4.4 "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- 4.5 "CAPIT" shall mean the Child Abuse Prevention, Intervention and Treatment Program.
- 4.6 "Caregiver" refers to an adult, other than a parent, who has had prior experience with the dependency process (i.e, grandparent, foster parent, aunt, uncle or other relative).
- 4.7 "CBCAP" shall mean the Community Based Child Abuse Prevention Program.
- 4.8 "CDSS" refers to the California Department of Social Services.
- 4.9 "CEBC" refers to the California Evidence-Based Clearinghouse for Child Welfare.
- 4.10 "Clerk of the Board of Supervisors" refers to the County of Riverside's Clerk of the Board of Supervisors.
- 4.11 "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Bidder are used interchangeably.
- 4.12 "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- 4.13 "County" refers the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- 4.14 "Cultural competence" is defined as a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. 'Culture' refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. 'Competence' implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities.
- 4.15 "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- 4.16 "Evidence-Based" is defined as a practice consistent with the best research available, intersect with sound clinical judgment and experience, and aligned with the goals and values of the client being served.
- 4.17 "HIPAA" refers to the Health Insurance Portability Accountability Act.
- 4.18 "JOM" refers to "Joint Operational Meetings" held between Contractors and DPSS.
- 4.19 "Parent" refers to a parent or legal guardian.
- 4.20 "PCARC" refers to Prevent Child Abuse Riverside County; Riverside County's designated lead agency in child abuse prevention and the parent organization which coordinates the County's eight regional child abuse prevention councils as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section

18983.5).

- 4.21 "PSSF" refers to Promoting Safe and Stable Families.
- 4.22 "Qualified interpreter" is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.
- 4.23 "RFP" refers to Request for Proposal.
- 4.24 "TDM" shall refer to Family to Family Team Decision Making meetings that bring together the family, extended family, foster parents, community partners and Children's Services social workers to identify the best and least restrictive placement for the child, to develop a safety plan and to design services that will meet the needs of the child and their family. This team approach is lead by a trained facilitator and works through the active involvement and consensus efforts of the meeting participants.
- 4.25 "W&I Code" refers to the California Welfare and Institutions Code.
- 4.26 "Youth" refers to an individual under the age of 21 who has had prior experience with the dependency process.

5.0 EVALUATION PROCESS

5.1 Proposals may be evaluated based on the criteria listed below, to include but not limited to:

Criteria	Weight
Bidders response to addressing all points in Section 8.0	50%
Overall cost to the County	30%
Bidder's general experience	20%
Financial status	Pass/fail
Clarifications, Exceptions or Deviations	Pass/fail

5.2 All proposals will be given thorough review. All contacts during the review selection phase will only be conducted through the Riverside County Purchasing Department, Contract Procurement Specialist responsible for this RFP. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor.

5.3 All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

6.0 PROGRAM INFORMATION

6.1 Background

In order to ensure a multitude of support services are available for families in Riverside County, DPSS is committed to promoting meaningful family leadership (which includes parents, youth, and caregivers), as part of the child abuse continuum of prevention and intervention services. Consistent with the vision articulated in the Keeping Children and Families Safe Act 2003--Community-Based Family Resource and Support (www.acf.hhs.gov/programs/cb/laws_policies/policy/pi/2009/pi0905.htm), Riverside County plans to expand its current parent leadership efforts by developing the "Family Partners Program." In addition to strengthening the existing partnership efforts with parents, the Family Partners Program is intended to fully engage youth and caregivers who have been involved in the child welfare system to serve as powerful advocates for other families. As a common sense approach, engaging family members in all aspects of child welfare services will ensure that families get appropriate resources needed to raise children in a safe and healthy home environment.

Riverside County is seeking a qualified and experienced community based organization as a partner in engaging, developing and retaining family members to effectively contribute as Family Partners. Services to be provided include but are not limited to providing outreach and orientation as well as ongoing training, coaching, and supervision. Training will also be required for CSD staff and other service providers so they can become familiar with the benefits of the Family Partners and utilize family members in effectively working with new families coming into the child welfare system. These are critical services to maintain the involvement and commitment of both professional staff and Family Partners.

The selected vendor will also be required to work closely with CSD to identify, structure, and provide a range of opportunities for Family Partner involvement, to include people with all kinds of abilities and capitalize on various strengths.

The County is seeking an organization that has successfully planned, developed, implemented and evaluated a program that met the desired outcomes of reduced re-entry rates, reduced foster placement changes, reduced time to family reunification, and improved family functioning and resiliency.

- **Current Program:** The current DPSS Parent Partners Program was implemented in June of 2011. It consists of eight parent partners who mentor other parents who are currently involved with CSD. The current Parent Partners have received training, assisted with the County Needs Assessment, and assisted the County during the Community Partners Forum. Most of these parent partners have also submitted to a background check.
- **Expansion:** The County would like to expand the current Parent Partners Program to include youth and caregivers who have successfully navigated the child welfare system. These youth and caregivers will mentor clients in the same manner that former CSD parents assist other parents involved with CSD. The program name, therefore, has been updated to "Family Partners Program." Family Partners will mentor other parents, youth and caregivers who need assistance from someone who understands their situation from experience.

6.2 Program Objectives

- To expand the Parent Partners Program to include youth and caregivers who have successfully navigated the child welfare system and are able to mentor current youth and caregivers. The program is thus renamed, "Family Partners" Program.
- To implement policies and procedures for the Family Partners Program.
- To create application, screening, interviewing, and selection guidelines to be used for new Family Partners.
- To acquire a training curriculum for youth and caregiver partners to prepare them for service delivery.
- To develop and oversee support groups for Family Partners.
- To collect data which allows the County to measure outcomes and evaluate the Family Partners Program for efficacy and cost savings, and to improve operations.

6.3 Program Outcomes

- To increase the number of Family Partners who complete training and are available to effectively work with families to fifty (50).
- To reduce time in foster care for those families working with a Family Partner.
- To reduce re-entry rates for those families who have worked with a Family Partner.
- To increase resources and resiliency for families with a Family Partner.
- To increase customer satisfaction ratings from parents, youth, and caregivers in the child welfare system.
- To develop a greater understanding between clients and agency staff, and willingness to work in collaboration with each other.

6.4 **Target Population**

The County aims to expand the existing parent leadership program to include former and current foster youth and caregivers. Parents, youth, and caregivers selected as Family Partners will work with and mentor parents, youth, and caregivers currently navigating the child welfare system. All participants will be recruited, screened, interviewed and background checked prior to receiving on-the-job training.

The awarded Contractor will be working with DPSS staff to recruit, screen, interview, train and supervise appropriate Family Partners. In addition, the selected vendor will develop support groups for the Family Partners Program.

7.0 GENERAL PROPOSAL SUBMITTAL

- 7.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFP.
- 7.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 7.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 7.4 Modification of Proposals: Any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- 7.5 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 7.6 Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 7.7 Faxed or emailed proposals will not be accepted.
- 7.8 All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal."
- 7.9 One (1) original and six (6) additional copies, each in a 3 ring binder for ease of opening by evaluators.
- 7.10 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with Tabs A-I, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- 7.11 Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder)
- 7.12 Contractors may be asked to submit one (1) Microsoft Word or PDF document formatted on a virus free CD for one of the original binders. DO NOT INCLUDE IN YOUR PROPOSAL until requested by County at a later date.
- 7.13 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 7.14 All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

8.0 REQUIRED FORMAT OF PROPOSALS

Any Bidder who wishes to have this RFP in electronic format may send an email request to: MAwhites@riversidedpss.org. Please copy rposelsk@riversidedpss.org

Tab A. Proposal Checklist

Instructions:

- This section must be filled in and each item checked off to ensure all items requested by the County in this RFP have been submitted.
- Follow the instructions in each section of the RFP.
- Present all requested items in the tabs ordered A through I as shown
- Label each item presented and include additional items on your Table of Contents
- All proposals must include a detailed description of each proposed service to be provided
- Bidders that do not follow "Section 8.0 Required Format of Proposals", may be found to be "non-responsive" and disqualified from the bid process

Name of Organization: _____

Service: Family Partners Program

Proposal Submission Checklist

General Bidder Information

Please provide one of each of the following items in your proposal.

- Tab A – Proposal Checklist (*this page*)
- Tab B – Proposal Cover Page (*signed by Authorized Signatory*)
- Tab C – Table of Contents
- Tab D – Company/Agency Profile
 - Child Abuse Mandated Reporter Policy and Procedures
 - Background Checking Procedures
 - Client Confidentiality Procedures
 - Additional Staff Training
- Tab E – Assurances
 - Clarifications, Exceptions or Deviations
 - Evidence of Insurability/Business License
 - Transition
- Tab F – Description of Service
- Tab G – References

Financials

Please provide Items H and I in a clearly marked, sealed envelope. These items should only be included in the Original Proposal.

- Tab H – Cost Proposal & Budget Narrative
- Tab I – Financial Information

Tab C Table of Contents

This section shall include a comprehensive table of contents that identifies material by sections A – I (in the order listed above) and by sequential page numbers.

Tab D Company/Agency Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)
2. Proof of non-profit status, if applicable
3. Company overview of services or activities performed, including:
 - a) The history of the bidder's firm
 - b) The number of years in business under the present business name, as well as prior business names
 - c) Number of years experience providing the proposed, equivalent or related services
 - d) Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
 - e) Company size - number of staff
 - f) Location of the office from which the work under this contract will be provided and the staff allocation at that office
4. Whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.
5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
6. Names of persons with whom the Bidder has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.
7. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract.
8. Include the policy and procedures for the following:
 - a) Child Abuse Mandated Reporter. All program staff, subcontractors and volunteers providing direct services to clients must have training in identifying suspected child abuse and notifying the County.
 - b) Provide the bidder's company background checking procedures and company utilized. Bidders must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors and volunteers providing direct services to clients.
 - c) Client Confidentiality. This must include how the organization will keep client information confidential.
 - d) Any additional staff training.
9. Include a description of the organization's cultural competency policy, including:
 - a) How staff will work with clients from other cultures
 - b) Describe the process by which bilingual staff or a qualified interpreter are obtained/employed for services, e.g., currently employee, subcontractor, etc.
 - c) Provide a listing of the languages in which the substance abuse services can be currently offered.

Tab E Acknowledgements

E-1 Clarifications, Exceptions or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit A and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Subcontractors
- Reporting Requirements
- Confidentiality

Do you have any other exceptions/deviations? If so, please provide an explanation:

E-2 Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

E-3 Transition

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- 1) Continue delivering services to all Clients in all geographic areas currently served in Riverside County until notified otherwise; and
- 2) Assist DPSS in the orderly transition and transfer of Clients and data to DPSS and the subsequent Contractor(s); and
- 3) Provide, in a timely manner, all file and database information deemed necessary by DPSS for use in subsequent contracting activities without additional cost to DPSS or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- 4) Cooperate with DPSS during a transition close-out period to ensure orderly and seamless delivery of services to Clients.

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization

hereby certify that _____ by submission of this proposal in response to the
Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

Tab F Scope of Services

This RFP has a space provided under each question the County has of the Bidder. Bidder may request an electronic copy of this RFP by contacting Mark Whitesell by email at mawhites@riversidedpss.org and Renee Poselski at RPoselsk@riversidedpss.org.

This is a written response to the full Scope of Services. Bidders must address all points in this section. All questions are in italicized font.

The County is seeking a vendor to provide the Family Partners program (including expansion, implementation and evaluation). The first phase is planning for the expansion of the program to include former or current youth and caregiver partners.

Expansion Planning, Development and Implementation

8.1 Currently, the County has the Parent Partners program; the County would like a vendor to plan for the expansion of the program to include youth and caregivers, and implement the Family Partners Program.

Bidders must describe how they will plan and implement the expansion of the Family Partners program, based on their experience with Parent Partner or closely related programs. The successful response will address program planning, implementation and evaluation specifically.

BIDDER'S RESPONSE:

8.2 Create or purchase curriculum to be used for training new youth and caregiver partners (DPSS already has training materials for parents that have already been purchased).

Bidders must describe the training model/methodology they will use in their response. Provide a sample of the training curriculum, if it is available. Bidders must also include the expected duration of the training and the learning objectives to be met.

BIDDER'S RESPONSE:

8.3 Recruit, screen, and train new parents, youth, and caregivers as Family Partners.

Bidders must include the methods they will use to choose new Family Partners. Bidders must also include a sample application packet which includes, but is not limited to: a cover letter with the goals and objectives of the program, a release for background check, and the application itself. NOTE: Current successes and life circumstances should hold the greatest weight in the screening process for Family Partners. Bidders must include their screening process.

BIDDER'S RESPONSE:

8.4 Develop and oversee on-going family partner support groups.

Bidders must describe how they will develop and oversee support groups, including frequency, duration, materials, and facilitation of groups.

BIDDER'S RESPONSE:

8.5 Create a policy/procedure manual for the Family Partners Program to be used by Family Partners.

Bidders must explain which policies and procedures are required for successful implementation of the program, according to their experience.

BIDDER'S RESPONSE:

8.6 Establish best practices to be used in creating a Family Partners program.

Bidders must describe best practices of successful Parent Partners programs they will use in implementing the Family Partners program. The successful response will address retention of Family Partners.

BIDDER'S RESPONSE:

Evaluation

8.7 During the length of the project the bidder will evaluate the Family Partners Program and measure its impact on the families participating in the program, including, but not limited to, effects on the following parameters, which shall be provided to the County as a quarterly report:

- Increasing the number of Family Partners who are available to work with families.
- Reducing time in foster care for those families working with a Family Partner.
- Reducing re-entry rates for those families who have worked with a Family Partner.
- Increasing resources and resiliency for families with a Family Partner.
- Improving Customer Satisfaction for parents, caregivers and youth in the child welfare system.
- Developing a greater understanding between clients and agency staff, and willingness to work in collaboration with each other.

Bidders must include their program's outcomes:

Bidders must identify their program's process for measuring outcomes. Bidders must include a narrative for any numerically based outcomes. If using an outcome measure assessment tool, please include it with your response.

BIDDER'S RESPONSE:

8.8 **Vendor's Project Plan**

Bidders must provide a draft year 1 timeline for planning, development/implementation, and evaluation.

BIDDER'S RESPONSE:

Administration

8.9 Contractor's staff liaison shall participate in JOMs as requested. Historically, JOMs are held quarterly.

BIDDER'S RESPONSE: *In this area, acknowledge you have read the statement above.*

8.10 All subcontractors must be approved in writing by the County.

Indicate if the bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and a list of responsibilities.

BIDDER'S RESPONSE:

Staff Qualifications

8.11 Credentials will be provided for all staff listed in the organizational chart for the proposed program, in the order listed:

- a) Description of education
- b) General experience
- c) Experience or education related to the RFP project
- d) Letters of reference, if available
- e) Copies of applicable current professional licenses, permits, and certificates
- f) Any other information, which will assist in evaluating qualifications

Bidders must provide resumes as credentials of staff providing services.

BIDDER'S RESPONSE:

Geographic Service Area

8.12 The selected vendor will work with Riverside County staff, Team Decision-Making (TDM) Facilitators, and with Family Partners. Planned services will be offered countywide.

In this area, acknowledge you have read the statement above and can provide services countywide.

BIDDER'S RESPONSE:

Tab G References

All bidder(s) must include present and past performance information in the form of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or DPSS staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email and telephone number for each reference identified. Please verify that all reference information is correct.

1. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, including project cost, performed for these other projects.
2. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.
4. Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

Please provide one copy of Items H and I in a clearly marked, sealed envelope.

Tab H Cost Proposal & Cost Justification

In this section, please complete and include the Cost Proposal Sheet and **please submit to the Clerk of the Board under separate cover. Place in a sealed envelope, and include only in the Original Proposal (Not in the copies).** Cost proposals will be opened after the evaluation of the proposals has been completed. The County reserves the right to negotiate final cost with the selected Contractor(s).

Proposals must fully describe all costs to County as part of this project. As stated in the Cost Proposal, bidders must provide fully inclusive blended rates, which are inclusive of all of the bidder's project-related or supported expenses, including travel expenses.

Bidders may also include any other documents as information to further explain the proposed costs.

H-1 Cost Proposal

The bidder will define a "Unit of Service" and the cost for each Unit of Service. There may be more than one depending on the model chosen; this page may be duplicated for each unit of service type. The total of "H-2 Budget Narrative/Cost Justification" must equal the sum of all unit of service types.

A. Define a Unit of Service: _____

B. The cost of the Unit of Service is: _____

C. The number of Units of Service to be delivered is: _____

D. For a total cost of: _____

CERTIFICATIONS

I, _____, a duly authorized agent of _____
Printed Name of Agent/Officer Name of Organization

hereby certify that _____ by submission of this proposal in response to the
Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

H-2 BUDGET NARRATIVE

Complete the Budget Narrative. For each unit of service listed above, provide a formula that justifies the annual cost and a clear narrative of each service.

Service Type: _____

Cost should reflect expenditures for a full 12 month year. The line-item budget is included for evaluation purposes. The contract when awarded will be unit of service. Prices are all inclusive, including all expenses and other costs necessary to complete the work specified. Bidder must include a **budget narrative** that describes each line item.

Description	Dollar Amount	
	PER HOUR	PER YEAR
SALARIES (Per Position) – Also indicate full-time equivalent (FTE) per position		
	\$	\$
	\$	\$
	\$	\$
BENEFITS	\$	\$
TOTAL SALARIES & BENEFITS		\$
OPERATING COSTS		
		\$
		\$
TOTAL OPERATING COSTS		\$
ADMINISTRATIVE COSTS		
		\$
		\$
TOTAL ADMINISTRATIVE COSTS		\$
TOTAL BUDGET		\$

SIGNED: _____

DATE: _____

Item I Financial Statement

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity.

Financials should provide sufficient detail to assure the County of Riverside that bidder can support services being offered and as a Contractor the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

Please place financials in a separate envelope and mark "Confidential" if your agency requires this to be kept confidential. The County cannot guarantee that the financials submitted will be kept confidential.

Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed enveloped and marked "Confidential.")

9.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us.

10.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit A. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

11.0 HIPAA BUSINESS ASSOCIATE ADDENDUM

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as Exhibit B, to warrant that, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

12.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

13.0 CONFIDENTIALITY AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

If the proposal is accepted and an agreement with the County is entered into, the Contractor will be required to sign the most current HIPAA Business Associate Addendum. If the HIPAA Associate Addendum is revised, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

14.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

EXHIBIT A – Sample Service Agreement

SAMPLE AGREEMENT

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: (INSERT CONTRACT NUMBER)

CONTRACTOR: (INSERT CONTRACTOR NAME)

AGREEMENT TERM: (INSERT CONTRACT TERM)

MAXIMUM REIMBURSABLE AMOUNT: (INSERT AMOUNT OF CONTRACT)

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide services.

WHEREAS, Unassigned is qualified to provide services:

WHEREAS, DPSS desires Unassigned, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for County:	Authorized Signature for
Printed Name of Person Signing:	Printed Name of Person Signing:
Title:	Title:
Address: 10281 Kidd St. Riverside, CA 92503	Address:
Date Signed:	Date Signed:

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. Insert additional definitions if applicable.

II. OBJECTIVES

- Ensure that services provided result in positive outcomes for at least one of the following program objectives:
- 1. Insert specific instructions here.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Insert additional responsibilities if applicable.

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Contractor and DPSS.
- 2. Insert additional responsibilities if applicable.

B. REPORTING

- The Contractor shall:
- 1. Insert reporting instructions here.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$0.00.

2. UNIT OF SERVICE COST RATE

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

- d. The Contractor shall submit DPSS Forms 2076A (Exhibit A) and 2076B (Exhibit B) if applicable following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits A and B are attached hereto and incorporated herein by this reference for request of all payments.
 - e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June 2010 are due no later than June 7, 2010. Actual Contractor invoices for May and June 2010 are due no later than July 30, 2010.
4. FINANCIAL RESOURCES
- The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.
5. CERTIFICATION OF FINANCIAL SUPPORT
- Before commencement of the work under this Agreement, the Contractor shall provide sufficient evidence of financial support to meet its obligations under this Agreement. The ability to provide financial support shall be based on any of the following:
- a. Audited financial statements that document, to the satisfaction of the County, sufficient financial resources to support the Contractor's obligations under this Agreement; or,
 - b. Binding certification from any other affiliated corporation or organization providing financial support in any way that confirms the amount of support provided to the Contractor; or,
 - c. In the event that the Contractor provides working capital through loans from financial or other institutions, documentation from the institution that specifies the maximum line of credit available to the Contractor.
6. RECORDS, INSPECTIONS AND AUDITS
- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
 - b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
 - c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

8. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All

records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled " Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor assures it will comply with Title VI 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; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the

Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance 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 Contractor 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 contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized 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 11135-39, 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age,

sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

6. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

7. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

8. INSURANCE

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

(4) Professional Liability

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for

performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

9. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

11. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

12. PERSONNEL

- a. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
- (1) All staff who work full or part-time positions by title, including volunteer positions; and
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

b. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1). Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2). Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3). Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- (4). DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

13. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

14. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to DPSS and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse on neglect to a child protective agency as defined in the Penal Code

15. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing

services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

16. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

17. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

18. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

19. CERTIFICATION REGARDING LOBBYING

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

- a. No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

20. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

21. ENVIRONMENTAL STANDARDS

By signing this agreement or accepting funds under this agreement, the contractor assures that he/she will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:
 - (1) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - (2) The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this agreement, that is currently listed as a violating facility, on the effective date of the agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state's termination for cause of this agreement or for State's disallowance of any cost otherwise allowable under this agreement. The contractor agrees to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

22. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

23. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;

- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to the homeless; and
- c. To make available to DPSS in a timely manner all file information regarding the homeless persons served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service to the homeless.

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2009 to June 30, 2010, with one-year renewal options.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

VENDOR:

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

E. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

F. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

G. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than May 1, 2010.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

J. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

EXHIBIT B – HIPAA Business Associate Addendum to the Agreement

HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and
(CONTRACTOR)

This HIPAA Business Associate Agreement Addendum (“Addendum”) supplements, and is made part of the Agreement for Services (the “Underlying Agreement”) between the COUNTY OF RIVERSIDE (“County”) and (Insert Contractor Name) (“Contractor”) as of the date of approval by both parties (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information (“PHI”) and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”) and/or Part 162 (the “Security Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
 - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
 - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.

- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:
- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
 - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
 - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County, or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
3. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that

may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
- D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.

5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
- B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.

- C. To assist the County in meeting its disclosure accounting under HIPAA:
- (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
 - B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
 - C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.
7. Term and Termination.
- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
 - B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached

a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.

- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

14.1.1 8. Hold Harmless/Indemnification

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR

COUNTY OF RIVERSIDE

By: _____

By: _____

Date: _____

Date: _____

