

COUNTY OF YUBA
HEALTH AND HUMAN SERVICES DEPARTMENT
REQUEST FOR PROPOSAL

Counseling, Therapeutic and/or Evaluation Services



PROPOSAL CLOSING DATE:

**Wednesday, July 29, 2015
at 4:00pm (PST)**

NOTE: It is the applicant's responsibility to check the County solicitation Website, see address below, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The County shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.

<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>

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INTRODUCTION

Yuba County, through its Health and Human Services Department (County), is soliciting proposals from qualified licensed professionals to provide counseling, therapeutic and/or evaluation services to children, parents and families of Child Welfare Services (CWS) Programs.

This RFP outlines the scope of services, information necessary to understand the competitive selection process and the required documentation necessary for the submission of proposals. Please review the document carefully to ensure you are familiar with the County's requirements.

I. SCOPE OF WORK

The County will accept proposals from interested and qualified licensed professionals to provide counseling, therapeutic, and/or evaluation services to children, parents, and families referred for services by CWS for the purpose of strengthening families, removing barriers, and/or supporting the family reunification process. The primary client base to be served is children, parents, and families dealing with individual and family issues.

Contracted service providers for CWS clients will:

- A. Provide individual counseling, and/or evaluation/assessment services to children, parents, and families.
- B. Provide progress reports, court ordered mental health assessments and/or psychological evaluations to the courts and/or County.
- C. Provide court testimony regarding treatment, assessments, service provided, recommended services and/or progress.
- D. Provide culturally competent services to the diverse ethnic, linguistic, cultural or socio-economic populations.
- E. Maintain adequate files and records.

II. RFP TIMELINE

The following timeline represents the County's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between **8:00 a.m. and 4:00 p.m., Pacific Standard Time (PST).**

| EVENT | TIME | DATE | DAY |
|--|-----------------------|-----------------------------|------------------|
| RFP Issued | | June 23, 2015 | Tuesday |
| Open Applicant's Conference (Program Manager will be available to answer questions during this time frame) | 9:00 a.m. - 2:00 p.m. | July 7, 2015 | Tuesday |
| Written Questions/Comments Due | 4:00 p.m. | July 16, 2015 | Thursday |
| Addenda Issued/Posted | | July 23, 2015 | Thursday |
| Response Submission Deadline | 4:00 p.m. | <u>July 29, 2015</u> | Wednesday |
| <i>No response will be accepted after this date and time.</i> | | | |
| Evaluation Process begins | | July 30, 2015 | Thursday |
| Notice of Intent to Award Protest/Appeal period begins | | August 5, 2015 | Wednesday |
| Deadline to submit Protest/Appeal letters | 4:00 p.m. | August 12, 2015 | Monday |
| Board of Supervisor's approval and authorization to award contract(s) is tentatively scheduled for the August 25, 2015, Board of Supervisor's agenda | | | |

A. INFORMATIONAL APPLICANT'S CONFERENCE

It is the responsibility of each applicant to review, evaluate and, where necessary, request any clarification of information. In order to assist in that process, an informational Applicant's Conference will be held to explain service requirements and to answer questions regarding completion of proposals, time frames, and the RFP process:

Date: July 7, 2015
Time: 9:00 a.m. – 2:00 p.m. PST
Location: Yuba County Health & Human Services Department
Yuba River Conference Room
5730 Packard Avenue, Suite 100
Marysville, CA

It is the applicant's responsibility to check the County solicitation Website (see address below) or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The County shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.

The County's website will be the official notification posting place of all Amendments and Addenda's to the RFP. Go to

<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>

B. SUBMISSION OF PROPOSAL

One (1) original and four (4) copies (5 total) must be received and date stamped by County no later than **4:00 p.m. (PST) on July 29, 2015**. *Faxed proposals will not be accepted*. Proposals must be in sealed envelopes and clearly labeled "Counseling, Therapeutic and/or Evaluation Services Proposal" on the outside and delivered to the Main reception area at:

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

It is the Applicant's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. **Proposals received after the specified date and time will NOT be considered.**

III. PROPOSAL RESPONSE

Proposals must include the information that is specifically requested herein as well as such additional information as Applicant deems relevant to the process. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Proposals must be developed in accordance with the described format.

FORMAT: Sections notated with "[Narrative]" should meet the following formatting requirements:

8.5" x 11" paper, 1" margins, 12 pt. font, double-spaced. Submit a maximum of six (6) pages of *narrative* (the total pages does not include requested attachments, i.e. Application, Attachments, proof of insurance, Board Resolution, Letters of Support, licenses/certificates, etc.) identifying each segment by corresponding number in addressing the following. Proposals that deviate from this format *will not* be considered.

The proposal should include the following components in the order described below. Use forms where provided. A proposal lacking any of the following information may be deemed non-responsive:

A. Application

Using the form titled "APPLICATION" (Attachment 1) provide all requested information including original signature of agency official authorized to submit the proposal and thereby commit the agency to the obligations contained in the RFP response. Further the signing and submission of a response shall indicate the intention of the Applicant to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

B. Statement of Experience [Narrative]

Provide a summary of your experience in providing services described in the scope of work and include the number of years in business, years of experience providing such services or equivalent or related services.

C. Qualifications [Narrative and Attachments]

1. Complete the Provider Questionnaire (Attachment 2) which provides general information about your practice.
2. For each key staff member that will provide services, provide brief information regarding their background (license, certification, etc.), years of experience in the field, years with your practice/facility, ability to conduct proposed services.
3. Describe how capacity will be maintained with current participating clients and future referrals (i.e. do you have adequate staff, time, etc. to handle the increased workload).
4. Please advise whether you are a Medi-Cal Provider (you do not have to be a Medi-Cal Provider to be considered, this is for informational purposes only).
5. References: List of the names, titles and contact information of three (3) professional and/or character references.
6. Provide details of any failure or refusal to complete a contract.
7. Provide an explanation of any litigation involving the prospective contractor or any principal officers thereof, in connection with any contract.
8. Proof of Insurance Coverage: Provide proof of required insurance as described in Attachment E of the sample contract in Attachment 4 of this RFP.
9. Board Resolution (*if applicable*): For 501(c)3 agency's, a copy of the applicant's governing Board Resolution authorizing the submission of the proposal with evidence of 501(c) (3), including Employer ID Number, must

be submitted as an attachment. If the Resolution is not available, a letter stating the date it will be available must be attached.

The county may request additional information the county determines is necessary for an accurate determination of the applicant's qualifications to perform services.

D. Rate Schedule

Complete and attach the rate questionnaire (Attachment 3) which will provide a breakout of your rate for specific services to be provided.

IV. EVALUATION CRITERIA

The contract, if awarded, will be awarded to the Applicant(s) whose proposal is considered the *best value* to the County as interpreted by the County. Best value will be determined based on the following evaluation criteria and point value:

| Evaluation Criteria | Possible Points |
|---|------------------------|
| Capacity to perform required Scope of Work | 20 |
| Experience and ability to do required tasks | 50 |
| Proposal Pricing | 20 |
| Compliance in submitting required RFP documents | <u>10</u> |
| Total | 100 |

V. THE RFP SELECTION PROCESS

- A. Proposals will be reviewed by a committee for completeness and adherence to RFP instructions. The Committee will evaluate and score proposals. They may require interviews during scoring to discuss proposals.
- B. Submissions which are deemed incomplete may be eliminated as not being responsive. Responsiveness means an Applicant who has submitted a proposal that conforms to the solicitation documents in all material aspects.
- C. A "Responsible Contractor/Applicant" shall mean an Applicant who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
- D. The County reserves the right to award a contract to the applicant(s) that presents the best qualifications and whose proposal best accomplishes the desired results.

- E. Upon recommendation from the review committee and approval by the Board of Supervisors, qualified Applicant(s) will be selected to provide services to Yuba County clients upon contract commencement date through June 30, 2018. At the County's discretion, the contracts may be renewed for additional terms based on the availability of funding and contractor's performance.
- F. Applicant(s) shall agree to and sign a contract with the County; final terms of the contract will be negotiated with the selected Applicant(s) and incorporated in the contract. Contracts awarded will contain at least, but shall not be limited to, the provisions outlined in the Agreement for Professional Services (Sample Contract – Attachment 4).
- G. The County will notify all proposers whether or not they are selected for the subject services.
- H. It is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses, and consultants to the extent consistent with the law and interests of the public.

VI. COUNTY NOTICES

A. County Contact

Any questions related to this RFP should be directed to the county contact person by email: erunge@co.yuba.ca.us

All communications during this process should be directed to the appropriate county contact listed above. Any applicant that makes any effort to communicate with any elected or appointed officials of Yuba County, either directly or indirectly, during this process will be EXCLUDED from consideration.

B. Conflict of Interest

Any agency or person considering doing business with Yuba County Government must disclose the agency or person's affiliation or relationship that might cause a "Conflict of Interest" with County Government entity. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Submitter's submittal.

C. General Notices

All applicants responding to this RFP should note the following:

1. Yuba County reserves the right to:
 - Reject any or all submittals
 - Request clarification of any submitted information
 - Waive any informalities or irregularities in any qualification statement

- Not enter into any agreement
 - Not to select any applicant
 - Cancel this process at any time
 - Amend this process at any time
 - Interview applicants prior to award and request additional information
 - Enter into negotiations with one or more applicants
 - Award more than one agreement if it is in the best interest of the county
 - Issue similar RFPs or RFQs in the future.
2. Addenda posting and notifications must be done at least 72 hours before the RFP closing. All addenda information can be found at:
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>
 3. Any and all costs arising from this RFP process incurred by any applicant shall be borne by the applicant without reimbursement by Yuba County.
 4. Acceptance by Yuba County of any proposal submitted pursuant to this RFP shall not be deemed to constitute intent, implied or otherwise, to enter into an Agreement for Services.
 5. County will verify applicant, its principal and any named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.sam.gov.

VII. PROTESTS AND/OR APPEALS

Protests or Appeals with respect to the solicitation or award of the RFP will be required to follow current requirements of the California Department of Social Services Management and Office Procedures (Chapter 23-600) regarding purchase of service as well as the Yuba County Purchasing and Contract Policy Manual which states in part:

10.0 Protest and Appeals

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

10.1 Director of Administrative Services

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

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

The written protest must be delivered no later than **August 10, 2015**, to:

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

APPLICATION

(County Use Only)

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

**Yuba County Health and Human Services
Counseling, Therapeutic and/or Evaluation Services**

Application

Agency Name:

Date:

Mailing Address:

Contact Person:

Phone:

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

Certification: *I certify that all statements in the proposal and attachments are in all respects true and correct. Failure to provide true and correct statements and information shall entitle the county to pursue any remedy authorized by law, which shall include the right, at the option of the county, of declaring any contract made as a result thereof to be void.*

In addition, by submission of a proposal, Applicant attests to having possession of a duly issued valid license issued by the State of California. Such license authorizes Applicant to contract to perform type of work required by the specifications. Should the Applicant fail to provide the number and classification of Applicant's State of California License and/or Certification, the County may reject your Proposal.

Authorized Agency Official:

Name and Title

Signature

RFP Application Submission Checklist

- Attachment 1 – Application
- Attachment 2 – Provider Qualification Questionnaire
- Attachment 3 – Provider Rate Questionnaire
- Narrative Responses from Pages 4 and 5 of the RFP
- Proof of Insurance Coverage (#9 from Qualifications Section)
- Board Resolution (*if applicable*) (#10 from Qualifications Section)

Please return all documents to Erich Runge, 5730 Packard Avenue, Suite 100, Marysville, CA 95901, **no later than 4:00 p.m. on Wednesday, July 29, 2015.**

➤ **Attachment 2 – Provider Qualifications Questionnaire**

Please complete the following.

Name: _____ License #
and Type: _____

1. Which age groups do you serve? (check all that apply)
 - Adults
 - Adolescents 12-17 years of age
 - Children 11 and under, *please specify youngest age:* _____

2. Which types of counseling services do you provide?
 - Trauma Focused
 - Domestic Violence Treatment (perpetrators and victims)
 - Dual Diagnoses (mental health and substance abuse disorders)
 - Behavior Modification
 - Anger Management
 - Group Therapy - Indicate type:
 - Social skills group
 - Father mentoring groups
 - Dialectical behavioral therapy
 - Domestic violence groups
 - Other (please specify): _____
 - Cognitive Behavioral Therapy
 - Parent/Child Focused, please specify: _____
 - Other, please specify: _____

3. Do you provide evaluation services for:
 - Psychological testing – Adults
 - Psychological testing – Child/Adolescent
 - Parent/Child Attachment Assessment

4. List all evidence-based practices you are qualified to provide:

5. Do you speak any language other than English (including American Sign Language)?

Yes No

Specify language(s) and fluency level. _____

6. Describe your experience in providing counseling services. Include the number of years in business and your experience working with a diverse clientele.

7. What are your office hours?

Monday _____

Tuesday _____

Wednesday _____

Thursday _____

Friday _____

Saturday _____

Sunday _____

8. Please provide a copy of your Insurance Policy.

9. Additional information/comments:

➤ **Attachment 3 – Provider Rate Questionnaire**

Please complete the following.

Fill in your rate to the services you can provide and mark the appropriate option for each service you provide:

| Counseling and Evaluation Services | Rate | Mark one of the options. (If session is marked, please provide approximate hours per session (.5, 1.5, 2.0, etc.)) |
|--|------|---|
| Initial interview | \$ | <input type="checkbox"/> Hour <input type="checkbox"/> Session |
| Individual/Family Counseling and/or Psychotherapy | \$ | <input type="checkbox"/> Hour <input type="checkbox"/> Session |
| Counseling & Consultation | \$ | <input type="checkbox"/> Hour <input type="checkbox"/> Session |
| Consultation (office) | \$ | <input type="checkbox"/> Hour <input type="checkbox"/> Session |
| Consultation (out of office) | \$ | <input type="checkbox"/> Hour <input type="checkbox"/> Session |
| Court Testimony, Professional Opinions | \$ | <input type="checkbox"/> Hour <input type="checkbox"/> Session |
| Standby for Court | \$ | <input type="checkbox"/> Hour <input type="checkbox"/> Session |
| Attendance at Family Team Conference (per meeting) | \$ | <input type="checkbox"/> Hour <input type="checkbox"/> Session |
| Mental Health Assessment | \$ | <input type="checkbox"/> Hour <input type="checkbox"/> Session |

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for counseling, evaluation, and therapeutic services for Child Welfare children and families ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Vendor Name
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: *TBD*

Termination Date: June 30, 2018

The term of this Agreement shall become effective on _____, and shall continue in force and effect for a period of _____ () year (s), unless sooner terminated in accordance with the terms of this Agreement. Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow COUNTY time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

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

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Confidentiality Provisions and Statements
- Attachment G – Fee Schedule
- Attachment H – Invoice Format
- Attachment I – Vendors Assurance of Compliance (CR-50)

9. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

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

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"

_____, Chair
Board of Supervisors

Signor's Name, Signor's Title
Vendor Name

Resolution No. 2015-_____

INSURANCE PROVISIONS APPROVED

Jill Abel,
Interim Human Resource Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

RECOMMENDED FOR APPROVAL:

Angil P. Morris-Jones
County Counsel

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1. *(Upon completion of contract negotiations, and as a component for finalizing the contract documents, the Scope of Work will be drafted and inserted here detailing the required performance of the Contractor during the contract term).*

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. **OR** [Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.]

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at his/her sole cost and expense, furnish all equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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**ATTACHMENT B
PAYMENT**

Note: Upon completion of contract negotiations, and as a component for finalizing the contract documents, any additional information relating to the Payment for Services will be drafted and inserted into this attachment.

B.1 COUNTY shall pay CONTRACTOR as follows:

B.1.1. COUNTY shall pay CONTRACTOR contract fees for services rendered, as specified in Attachment G. In no event shall fees for services rendered under this Provision B.1.1 exceed the specified amount in Attachment G without an amendment to this Agreement approved by COUNTY.

B.1.2. CONTRACTOR shall submit itemized invoices for payment in a format consistent with that as shown in Attachment H – Invoice Format no later than the tenth (10th) day of the month following provision of services.

B.1.4 COUNTY shall remit payment for services rendered to CONTRACTOR within thirty days from receipt of itemized invoice from CONTRACTOR

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

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

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ATTACHMENT C

ADDITIONAL PROVISIONS

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

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

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

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

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

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

C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.8 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any

manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.9 PROVISIONAL LIMITATION. It is specified that Provisions D.11 and D.14 shall not be construed to be applicable to confidential client case records.

C.10 AUTOMOBILE INSURANCE PROVISIONAL LIMITATION. The Provisions of Attachment E- Insurance Provisions regarding automobile liability shall not apply if no automobile vehicle is used by CONTRACTOR or employees and/or subcontractors of CONTRACTOR in connection with the provision of service rendered pursuant to this Agreement.

C.11 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.12 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.epls.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

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

obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

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

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

If to "COUNTY":

Health and Human Services Department
County of Yuba
Jennifer Vasquez, Director
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Vendor Name
Attn: Authorized Contract Signor and/or Contact
Address
City, State, Zip

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials,

employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for _____ (example: software and software licensing) entered into between the COUNTY and _____, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

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

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

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

Erma Thurman, Yuba County Privacy Officer
Phone: (530) 749-6356 or (530) 749-6311
E-Mail: ethurman@co.yuba.ca.us
Fax: (530) 749-6281

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

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

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

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

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

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

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR

(Signature)

(Print Name and Title)

ATTACHMENT G
FEE SCHEDULE

| Type of Service | FEE |
|--|----------------|
| <u>Evaluation Services</u> | |
| Initial Interview | _____ /hr. |
| Testing | _____ /hr. |
| Psychological Evaluation | _____ /hr. |
| <u>Psychotherapy Services</u> | |
| PhD: Individual/Family | _____ /hr. |
| LCSW: Individual/Family | _____ /hr. |
| MFT: Individual/Family | _____ /hr. |
| <u>Counseling and Consultation Services</u> | |
| Individual Counseling | _____ /hr. |
| LMFT: Individual Counseling | _____ /hr. |
| Consultation (Office) | _____ /hr. |
| Consultation (Out of Office) | _____ /hr. |
| Court Testimony, Professional Opinions or Treatment Updates | _____ /hr. |
| Psychological Assessment | _____ /hr. |
| Attendance at Family Team Conference | _____ /meeting |

ATTACHMENT H

INVOICE FORMAT

| | | | | |
|---|------------------------|---|----------------------------|---------------|
| Contractor's Name and Address | | Contact Name and Phone Number | | |
| Vendor Name Vendor Address Vendor Address | | Vendor Contact Person Phone: FAX: E-Mail | | |
| Program | | Period of Service/Invoice Number | | |
| CWS Therapeutic | | | | |
| Client ID | Type of Service | Rate/HR | # of Hrs of Service | Amount |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| GRAND TOTAL | | | | \$ - |

Certification:

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

Authorized Signer

Date

Mail original and back-up documentation to:
Yuba County Health and Human Services Department
Attention: Administration/Finance
P.O. Box 2320
Marysville, CA 95901

**ATTACHMENT I
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT**

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

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

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

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

Date

Director's Signature

Address of vendor/recipient
CR50-Vendor Assurance of Compliance

(08/13/01)