



COUNTY OF SONOMA



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**PROBATION**  
*Changing Lives, Reducing Crime, Restoring Community*

**PROGRAM SERVICES FOR YOUTH DIVERSION WITH CASE MANAGEMENT**

**Request for Proposals (RFP)**

The County of Sonoma is pleased to invite you to respond to a Request for Proposals for Program Services for the Youth Diversion with Case Management program. Proposals must be received no later than 2:00 p.m. on September 20, 2019.

**A. *Introduction/Purpose***

In June 2019, the County was awarded a 44-month Youth Reinvestment Grant by the California Board of State and Community Corrections to fund the implementation of a new countywide juvenile diversion program, the Youth Diversion with Case Management (YDCM) program. YDCM will divert youth at low risk to reoffend with high social, behavioral, or mental health needs into individualized community-based case management services, in lieu of formal court processing. This will provide a program option that is not currently available to youth in Diversion.

YDCM is intended to achieve the following:

- Reduce the overall number of youth in Sonoma County at low risk with formal involvement in the juvenile justice system, with a focus on low-risk youth of color;
- Improve outcomes for low-risk youth referred to Probation and their families; and
- Increase capacity in Sonoma County to address the needs of youth who have committed low-level crimes and are at low risk to reoffend, but demonstrate high level of social, behavioral, or mental health needs.

Youth are identified as low risk to reoffend based on the Positive Achievement Change Tool (PACT) pre-screen, which is administered by Probation staff. The PACT pre-screen indicates a youth's risk of reoffending, and identifies both needs and protective factors across various domains.

The County seeks to contract with a community-based service provider (Consultant) to conduct YDCM services. The County seeks a provider with broad and successful experience in delivering evidence-based intervention services to juveniles within departments or agencies that make up the service continuum for the juvenile justice system (juvenile justice, human service, etc.). The County has budgeted \$1,000,000 (\$333,333 per year) for the services outlined in this Request for Proposals, to be delivered by the Consultant from January 2020 through December 2022.

As part of the grant-funded project, a process and outcome evaluation will be conducted for the YDCM by an evaluation contractor identified under a separate procurement process with the County, and in collaboration with the Probation Department's Planning, Implementation and Evaluation team (PIE). See Attachment F: YDCM Project Outline.

## **1. Project Background and Description**

The Sonoma County Juvenile Justice Coordinating Council (JJCC), convened quarterly by the Probation Department, is comprised of juvenile court partners, law enforcement, non-governmental organizations (NGOs), Probation and other juvenile justice stakeholders. The JJCC is tasked with updating and monitoring the Comprehensive Multi-Agency Juvenile Justice Plan (<http://sonoma-county.org/probation/reports/JJCCPlanUpdate20171108->

[Rem.pdf](#)), where diversion services for youth at low risk to reoffend, but who experience a high level of needs has emerged as a key priority. There is consensus that these low risk youth with high needs are being pushed into the justice system as a way to access services that are not available otherwise. YDCM eliminates this service gap and will use an assertive engagement approach to encourage participation. The work of the JJCC informed the development of the YDCM and will provide input on the project at key phases.

Research shows that low risk youth are best served outside the juvenile justice system.<sup>1</sup> For over 10 years, Probation has been implementing evidence-based practices (EBPs) intended to divert low risk youth and the number of low risk youth on probation has declined. However, there remains an opportunity to further adhere to community corrections research principles and address racial and ethnic disparities in the juvenile justice system. In Sonoma County, males and youth of color are disproportionately represented in the population of low risk youth referred to probation, mirroring national juvenile justice trends. While African American youth age 12-17 represent just 2.7% of the county's population, they represent 8.3% of low risk youth on probation, in contrast to white youth, who make up about half of the county's population age 12-17, but account for 33% of youth on supervision.

Beginning in January 2020, YDCM will serve approximately 20 youth and their families annually, with each case lasting 3-6 months. Youth who are referred to the juvenile justice system with a citation or arrest will be eligible for YDCM based on the following requirements:

1. Youth identified as low risk to reoffend based on the Positive Achievement Change Tool (PACT) pre-screen.
2. Youth has one or more needs that can be addressed with case management services: associating with antisocial peers, issues with school or employment, family

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<sup>1</sup> Annie E. Casey Foundation. 2018. Transforming Juvenile Probation: A Vision for Getting it Right.

instability or dysfunction, substance abuse concerns, and/or mental health or trauma concerns.

3. Youth is not disqualified from participation in the program for another reason (i.e. no open slots in the YDCM, youth better served by another diversion service, youth better served by formal court process, or family addressing needs privately and there is no need for additional services).

Youth will be referred to YDCM by Probation and services will be delivered exclusively by the Consultant identified through this Request for Proposals. Youth and families will not be supervised by Probation during their participation in YDCM or have any formal court involvement. Prior to the launch of service delivery in January 2020, there will be a collaborative program development process. Assertive engagement strategies will be utilized to encourage participation in the voluntary program. Upon entry to the program, all youth will be assessed to identify needs and strengths which will inform an individualized treatment plan. Case management services will address identified youth and family needs, with transition planning to ensure sustainability. The YDCM will utilize the principles of Wraparound (See Attachment E: Principles of Wraparound) and serve as an intervention model through which service providers are able to enter the family home, build relationships with parents/caregivers, help the family navigate complex service systems, improve family functioning, and strengthen natural supports to prevent youth from future system involvement. Throughout the program, data will be collected to monitor program outcomes, fidelity to the model, and support ongoing quality improvement efforts. See Attachment G for the YDCM Program Flowchart.

The Consultant identified through this Request for Proposals will provide program services for the YDCM, with the goals and expectations of the Consultant outlined below.

## **2. Desired Goals/Objectives/Outcomes**

Between January 2020 and December 2022, Probation will divert 20 youth annually to YDCM for case management services. YDCM is intended to achieve the following goals:

- Improve outcomes for YDCM participants and their families, including: increased natural supports, improved family functioning, improved school or employment outcomes, and increased access to quality mental health or substance use treatment;
- Reduce the overall number of youth in Sonoma County at low risk to reoffend with formal involvement in the juvenile justice system, with a focus on low-risk youth of color;
- Increase capacity in Sonoma County to address the needs of youth who have committed low-level crimes and are at low risk to reoffend, but demonstrate high level of social, behavioral, or mental health needs.

***B. Statement of Requirements - Services Required of Successful Proposer***

The Consultant will provide the following services:

**Collaborate with Project Partners.** To support the success of YDCM, the County will dedicate staff time to assist with the development, implementation, and evaluation of the project. A core group of County staff, including the YDCM Program Manager and staff from Probation's Planning, Implementation & Evaluation (PIE) team will lead the Project Team, meeting regularly with the Consultant and the program evaluator to assist with data collection, quality assurance, and fidelity to program model. The Juvenile Justice Coordinating Council will also provide guidance on program implementation at key milestones in the project. This may include, for example, reviewing and providing input on the evaluation plan, and aiding in interpretation of results and offering program improvement recommendations.

The Consultant is expected to collaborate with project partners in the following key ways:

***1. Program Development Activities***

Consultant will participate in a collaborative program development process before program services commence in January 2020. During this time, the project partners will

work together to refine the program model and plan for data collection and evaluation activities.

2. Regular Meetings

Consultant will participate in regular meetings, likely monthly, with project partners as identified during the program development process.

**Perform Case Management Services.** Consultant will deliver individualized case management services to diverted youth and their families referred by Probation from January 2020 to December 2022. Approximately 20 youth per year will be served with each case lasting 3-6 months.

Probation recognizes that a family's traditions, values, and heritage are sources of strength and that cultural identity can be a source of support, thus, the Consultant must ensure that services are delivered in a manner that is reflective of the family's beliefs, values, culture, and identity.

Case management services will utilize the principles of the Wraparound model and be delivered in four distinct phases:

Phase One: Outreach and Engagement

Probation Intake Officers will apply the eligibility criteria described above in A.1. *Project Background and Description* to prospective program participants and refer eligible youth to the Consultant for YDCM services. Consultant will identify a Treatment Team for each referral who will employ assertive engagement strategies, such as strengths-based practice, Motivational Interviewing, and assertive outreach to maximize client engagement in this voluntary program.

Phase Two: Initial Plan Development

During the YDCM intake process, the Treatment Team will conduct the Child and Adolescent Needs and Strengths (CANS) to inform an individualized treatment plan. Individualized treatment plans will include specific goals and be trauma-informed, evidence-based,

developed collaboratively with the family, and specific to their needs. All youth will be screened for trauma symptoms by the Treatment Team and – where symptoms exist – they will be addressed in the treatment plan

A recent analysis of the population indicates that the most prevalent areas of need for youth and families includes: family functioning, prosocial supports, education, substance use and mental health.

### *Phase Three: Implementation*

The initial treatment plan will be implemented and reviewed regularly by the Treatment Team to assess progress towards the identified goals and make plan updates. Services will be intensive and flexible, allowing responsiveness to the unique needs of each participating youth/family, and designed to strengthen natural supports. Services will be delivered in family homes and at the youth's school in order to reduce the geographic barriers to accessing services. Services will be delivered in the family's preferred language.

### *Phase Four: Transition*

Sustainability planning will be a focus throughout service delivery, culminating with a transition plan for the youth and family.

Program completion will occur when treatment goals have been met and youth experiences strengthened natural supports. Probation will be notified upon program completion in a manner agreed upon during program development.

There will be no formal court processing for youth and their families who participate in this program. In rare cases where youth and family do not engage in services, or disengage in services, Probation will convene a Multidisciplinary Team (MDT) comprised of representatives of the Treatment Team, Probation Intake Staff, and other relevant stakeholders to develop a plan to support the youth and their family to receive needed services.

**Support Program Evaluation and Conduct Quality Assurance Activities.** Consultant will collaborate with project partners in developing data collection protocols needed to carry out the program evaluation, which will be formulated to assure that they are realistic and achievable, positioning the planned evaluation for optimum success. The Consultant will collect and monitor referral, services, and outcome data. This may include: referral dates; identified goals; needs assessment results; services delivered; number of contacts; and pre- and post-tests to measure changes in skills, knowledge, behavior, and attitudes.

To ensure services are delivered as planned, Consultant will develop and implement a quality assurance plan, which will outline planned and systematic activities to ensure that services are delivered at a high quality, and in the manner as they were designed.

Additionally, Consultant will work closely with the project partners to administer the program as intended and make program changes based on stakeholder and evaluation feedback. Consultant will implement program improvement recommendations that surface during the process evaluation.

Finally, the Board of State and Community Corrections (BSCC) requires quarterly progress reporting, culminating with a final report, due on December 31, 2022. The due dates for quarterly and final reports will be based on deadlines provided by the BSCC and the Consultant will provide timely and accurate information requested to Probation for these reports.

### ***C. Local Preference***

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. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.



For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, Departments shall consider the locality of consultants or businesses and their sub-consultants along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-consultants, the County strongly encourages using local service providers. To be eligible for local preference, proposers must include in their proposals a Local Business Declaration for Services form (Attachment C).

More information about the County’s purchasing policies can be found on:

<http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

**D. *Schedule***

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

<u>Date</u>	<u>Event</u>
<b>August 19, 2019</b>	Release Request for Proposals
<b>August 27, 2019</b>	Optional Pre-Bid Conference
<b>August 30, 2019</b>	Deadline for Proposer’s Questions by 5pm

<b>September 6, 2019</b>	County's Responses to Questions Due
<b>September 20, 2019</b>	Proposals Due by 2:00 p.m.
<b>September 23, 2019 – October 4, 2019</b>	Proposals Evaluated by County
<b>October 9, 2019</b>	Interviews Conducted
<b>October 18, 2019</b>	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
<b>November 19, 2019</b>	Board of Supervisors Awards Contract <i>(subject to delay without notice to proposers)</i>

**E. Optional Pre-Bid Conference** A conference to discuss questions related to this RFP shall be held per the schedule at 370 Administration Drive, Santa Rosa, California on August 27, 2019 from 11:00 a.m. – 12:30 p.m.

**F. Questions**

Proposers will be required to submit any and all questions in writing per the schedule in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders through an addendum on the County's Supplier Portal and email notification. Questions should be sent via e-mail directly to [marcella.chandler@sonoma-county.org](mailto:marcella.chandler@sonoma-county.org). Questions will not be accepted by phone.

## **G. Corrections and Addenda**

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal (or deliver them to the Sonoma County Probation Department, Dept. B, 7425 Rancho Los Guilicos Rd. Santa Rosa, CA 95409 if the proposer has previously submitted a proposal to the Department). Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

## **H. Proposal Submittal**

1. Form: Proposers must submit one (1) electronic copy to the County of Sonoma's Supplier Portal. The link to the Supplier Portal is: <https://sonomacounty.ca.gov/Supplier-Portal>.

Note: Proposers must be registered to submit electronic submittals. See registration instructions on the Supplier Portal link above.

Additionally proposers must submit (1) signed original, and five (5) copies of the signed proposal per the schedule or as revised by addendum. Proposals must include a cover sheet identifying the proposer, indicating the signer has the authority to submit the proposal on behalf of the proposer (use Attachment B: Proposal Cover Sheet). Proposals must be enclosed in a sealed envelope or package and clearly marked **“PROGRAM SERVICES FOR YOUTH DIVERSION WITH CASE MANAGEMENT RFP.”**

Proposals shall be submitted to:

Sonoma County Probation Department Attn: Marcella Chandler – Program  
Services for Youth Diversion with Case Management RFP

7425 Rancho Los Guilicos Rd., Dept. B

Santa Rosa, CA 95409

2. Due Date: Proposals must be received no later than the date and time listed in the schedule, or as revised by addendum. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.
3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:
  - a) The completed proposal shall be without alterations or erasures.
  - b) No oral or telephonic proposals will be considered.
  - c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the

requirements of the County, including all terms and conditions contained within this RFP.

4. **Proposal Format and Contents:** Proposals should address but not be limited to all items in Section B. For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows. Unless otherwise noted, all sections below are included in the Project Narrative, subject to a 15 page limit (12pt font, 1 inch margins, 1.5 line spacing).

a) **Cover Sheet (not scored but required, and not included in the page limit).** Use Attachment B: Proposal Cover Sheet.

b) **Section I - Organizational Information (5 points):**

Provide specific information concerning the organization in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

If the services will be delivered in a partnership or joint venture describe in detail:

- how the partnership or joint venture will be organized;
- who will be in overall control of the program;
- how it will function on a day-to-day basis throughout the program;

- what you will do to guarantee continuity for all services.

c) **Section II - Qualifications and Experience (30 points):**

Provide a description of the firm, number of years in business, and its core competencies. Provide specific information in this section concerning the organization's experience with the services specified in this RFP, including organization's experience implementing evidence-based practices or programs, which may be demonstrated in part by the organization having one or more programs on the Sonoma County Upstream Investments Portfolio of Model Programs.

Identify the key personnel and their back-ups that will be assigned to the program, and describe their qualifications and experience related to the proposal. Resumes or bios for the key personnel involved in service delivery may be submitted as attachments to the Project Narrative (not included within the page limit). If staff will be hired for the program, describe which positions will be recruited for, the qualifications for each position to be recruited, and how long after contract award each position will be filled.

**References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

**Debarment or Other Disqualification**

Proposer must disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

d) **Section III – Program Services and Strategies (50 points):**

Provide a description of how your organization will provide the services outlined in *B. Statement of Requirements* during the project period, from January 2020 through December 2022, and contribute to achieving the project goals articulated in section *A. 2. Desired Goals/Objectives/Outcomes*. Please address the following in clearly marked sections:

1. *Strategies and Approach*. Specify the strategies and approach to collaborating with project partners, delivering case management services, and supporting evaluation and quality assurance activities.
2. *Service Delivery*. Describe the project phases and accompanying activities that your organization would perform within the project budget.
3. *Staffing Model*. Outline the proposed staffing model needed to successfully deliver services, manage the project, and support evaluation and quality assurance activities within the project budget.
4. *Foundational Principles*. Explain how your organization will incorporate the principles of Wraparound into service delivery, and ensure services are delivered in a trauma-informed and culturally competent manner.
5. *Equity and Inclusion*. Describe your agency's approach to addressing issues of equity and inclusion. What strategies will you use to advance racial equity in youth diversion programs?
6. *Service Access*. Describe how your organization will effectively reach youth and families across all geographic regions of Sonoma County.

7. *Quality Control.* Using Attachment I: Quality Assurance Plan, proposals should include a quality assurance plan for assuring services are delivered in the manner in which they were designed. Additionally, the proposed quality assurance plan should include how program improvements will be made based on recommendations that surface during the process evaluation. The quality assurance plan is not included in the page limit.
  
8. *Theory of Change.* Describe how the proposed program design will contribute to achieving the goals, objectives and outcomes of the program as described in A. 2. *Desired Goals/Objectives/Outcomes* above and what research supports your program design.

e) **Section V - Cost of Service (15 points, not included in page limit):**

Using Attachment J: Budget Instructions and Forms, the proposal shall clearly state ALL of the costs associated with the evaluation of the YDCM project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

The project costs must be broken out and include all expenses that will be charged to the County, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

f) **Section V – Identification of subcontractors (not scored but required):**



Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

**g) Section VI – Insurance (not scored but required):**

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract. Assurance that the proposer is able to comply with all insurance requirements is acceptable. Optional documents proving compliance with insurance requirements will not count against the page limit.

**h) Section VII – Accessibility Standards (not scored):**

All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>

**i) Section VII – Additional Information (not required, not scored):**

Include any other information you believe to be pertinent but not required.

**j) Section IX – Contract Terms (not scored but required):**

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

k) **Section X - Local Business Declaration (if applicable, not included in the page limit):** Use Attachment C Local Business Declaration for Services.

l) **Section XI – Other Agencies Procurements (not scored):**

The County of Sonoma is soliciting proposals from qualified consultants. While this RFP is prepared on behalf of a Department of the County of Sonoma for execution of one or multiple contracts for these services, these contract(s) may also be used by other divisions/units of the County or other governmental agencies if desired. Any of these entities may procure services from the consultants who have received contracts under this RFP by issuing individual requests under these same terms, conditions, and prices. It is understood that public entities, special districts and nonprofit entities shall make purchases in their own name, make direct payment, and be liable directly to the successful proposer(s). The County of Sonoma is not an agent, partner or representative of these agencies and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. The County reserves the right to issue competitive solicitations for any project without the use of the contracts. The County of Sonoma reserves the right to leverage the Request for Proposal and Contract pricing for additional services for other County departments and/or divisions.

***I. Selection Process***

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would

subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.

3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
  - a) Demonstrated ability to perform the services described;
  - b) Experience, qualifications and expertise;
  - c) Quality of work as verified by references;
  - d) Costs relative to the scope of services;
  - e) A demonstrated history of providing similar services to comparable entities;
  - f) Willingness to accept the County's contract terms; and
  - g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record);
  - h) The locality of the Proposer.
4. The County Department Head in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete,

misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.
7. The County reserves the right to select the proposal which in its sole judgment best meets the needs of the County. ***The lowest proposed cost is not the sole criterion for recommending contract award.***
8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

## **J. Finalist Interviews**

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

Interviews may be done in person, via videoconference, Webex or teleconference.

Arrangements will be made for finalist interviews upon the County's completion of the evaluation of proposals.

## **K. General Information**

### **1. Rules and Regulations**

- a) The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
- b) Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
- c) The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.

- d) All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.
  
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
  
- f) The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any

information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

- a. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

2. Non-Liability of County

The County shall not be liable for any pre-contractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

#### 4. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

#### 5. Form of Agreement

- a) No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
- b) A sample of the agreement is included as Attachment A hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.



6. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) Unless otherwise authorized by County, the selected consultant will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

7. Withdrawal and Submission of Modified Proposal

- a) A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

***L. Protest Process***

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Protests-and-Appeals/>

**Attachments:**

Attachment A: Sample Agreement

Attachment B: Proposal Cover Sheet

Attachment C: Local Business Declaration for Services

Attachment D: Living Wage Solicitation Form

Attachment E: Principles of Wraparound

Attachment F: YDCM Project Outline

Attachment G: YDCM Program Flowchart

Attachment H: Sample Insurance Template #5

Attachment I: Quality Assurance Plan

Attachment J: Budget Forms and Instructions

**Standard Professional Services Agreement (“PSA”)**  
**Revision G – June 2016**

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 20\_\_ (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and \_\_\_\_\_ (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly consulting firm, with expertise in the evaluation of juvenile justice and human service programs, and experienced in the preparation of evaluation processes and reports; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for evaluation of juvenile justice system programs and interventions.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Services Upon Request. Consultant shall perform additional services as requested from time to time by County in its sole discretion. Work will be authorized and performed only upon generating a written scope of services that is signed by the Chief Probation Officer and Consultant, or their delegates. The scope of services shall clearly identify the work to be performed, the employee classifications assigned to each task comprising the work, and the estimated hours of labor for each employee classification for each task. The County does not guarantee a minimum or maximum amount of work. Services shall be performed within specified times and dates and pursuant to Article 7, Prosecution of Work.

1.3 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.4 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5 Assigned Personnel. Consultant warrants that it currently has no employees, subcontractors, consultants, or other agents that will perform services as part of this Agreement. All provisions of the Agreement shall apply to any employee, subcontractor, consultant, or other agent that is engaged in services related to this Agreement subsequent to the Effective Date of this Agreement. Consultant hereto shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the county, and no such transfer shall be of any force or effect whatsoever unless County shall have so consented.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to county to enter into this Agreement, and without whose services county would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- d. All persons assigned to perform services under this Agreement on behalf of the Consultant must comply with the requirements of the Prison Rape

Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.

- e. Consultant shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Consultant's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.
- f. All persons assigned to perform services under this Agreement on behalf of Consultant are subject to background investigations performed by or under the direction of the Probation Department.
- g. All personnel must be fingerprinted before performing any services under this Agreement that involve direct contact with Probation clients or families, or access to any identifying data on Probation subjects. Consultant's employees shall follow the fingerprinting procedure set forth in "Exhibit D", incorporated herein by this reference. County's Chief Probation Officer shall have the discretion to approve Consultant's employees for working with the clients served under this Agreement.

1.5 Access to Probation Department Facilities. Consultant may be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Consultant shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Consultant. Consultant agrees to comply with all Probation Department policies and procedures, and any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B - Fee Schedule, provided, however, that total payments to Consultant shall not exceed \$ \_\_\_\_\_, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed

within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from October 1, 2019 to June 30, 2022, unless terminated earlier in accordance with the provisions of Article 4 below. County has the option to extend the term of this Agreement two (2) times for a period of one (1) year per extension at the same terms and conditions set forth herein. The total term of this Agreement, inclusive of extensions, shall not to exceed 5 years.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which

bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Chief Probation Officer, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

4.6 Termination for Non-Appropriation. County may terminate this Agreement at any time, upon giving Consultant thirty (30) days written notice, for any of the following reasons:

- a. County has exhausted all funds legally available for payments to become due under this Agreement;
- b. Funds, which have been appropriated for purposes of this Agreement are withheld and are not, made available to County;
- c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
- d. An appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.

4.7 Change in Funding. Consultant understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Consultant in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the County anticipated using to pay Consultant for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or

obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C Insurance Requirements which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Chief Probation Officer in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Chief Probation Officer. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and



standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

#### 9.6 Representation, Warranty and Responsibility as to Data Security

- a. Data Security: Consultant shall preserve, and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of

a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Consultant and/or its sub-consultants or vendors. Consultant agrees to, and shall ensure that its sub-consultants or vendors, comply with the County's current and future information security policies, standards, procedures, and guidelines.

- b. Encryption Requirements: Consultant shall encrypt, and shall ensure that its sub-consultants or vendors encrypt, confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g. PHI, ePHI).
- c. Security Breach: Consultant shall comply, and shall ensure that its sub-consultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information(PII) or protected health information(e.g. PHI,ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Consultant shall:
  - i. Notify the County by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Consultant or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
  - ii. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.
  - iii. Pursuant to Article 5 of the Agreement, provide indemnity and other protection as specified therein.
- d. Request to Audit: Consultant will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that the consultants and/or vendor's information security practices or standards comply with Sonoma County's information security policies, standards, procedures and guidelines. Consultant shall ensure that its sub-consultants or vendors comply with this requirement.
- e. Cyber Risk Insurance Requirements: Consultant shall include, and shall ensure that its sub-consultants or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

9.7 Confidentiality Requirements. Consultant understands and agrees that in performing evaluation services under this Agreement, Consultant may receive information from County that is protected from disclosure to third parties by state and/or federal law. Consultant, its directors, officers, employees, agents, and subcontractors agree that:

9.7.1 All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this agreement shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law. Juvenile case files and automated criminal justice records are of a confidential nature. Any information the Consultant's employees/subcontractors acquire as a result of providing services under this Agreement shall remain confidential. Consultant shall honor all Federal and State laws and regulations, and related policies and procedures for safeguarding the confidentiality of data used to provide services under this Agreement.

9.7.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as directed to do so in writing by County, by an order of a court of competent jurisdiction, or as otherwise required by law.

9.7.3 Consultant will comply with the terms of the Business Associate Addendum, attached to this Agreement as Exhibit E and incorporated herein; the Data Use Agreement, attached to this Agreement as Exhibit F and incorporated herein; and the Data Sharing Agreement, attached to this Agreement as Exhibit G and incorporated herein. The data elements section of the Data Sharing Agreement will be added based on the scope of services to be performed under this Agreement, and updated as needed for additional work pursuant to section 1.2. Updates to the Data Sharing Agreement require signatures by the Chief Probation Officer and Consultant, or their delegates.

9.7.4 For purposes of performing evaluation services under this Agreement, Consultant will comply with the requirements of the following statutes:

9.7.4.1 42 C.F.R. section 2.53 if Consultant requires access to alcohol and drug abuse patient records;

9.7.4.2 California Welfare and Institutions Code 827.12 in its use of Juvenile Case File data.

9.7.4.3 California Penal Code 13202 in its use of criminal offender record information.

9.7.5 Access to Criminal Offender Record Information (CORI). “Criminal offender record information” is defined by Penal Code §§ 11075 and 13102 as “records and data compiled by criminal justice agencies for purposes of identifying criminal offenders and of maintaining as to each such offender a summary of arrests, pretrial proceedings, the nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release.” Penal Code § 11076 provides that “criminal offender record information shall be disseminated, whether directly or through any intermediary, only to such agencies as are, or may subsequently be, authorized access to such records by statute.” *See also* Cal. Pen. Code § 13201. As “criminal justice agencies” defined under 11 CCR §701(a) and Penal Code § 13101, the Sonoma County Probation Department is affirmatively authorized to the release of CORI, including State and Local Summary Criminal History Information, and California Law Enforcement Telecommunications System (“CLETS”), as needed in the course of their duties pursuant to Penal Code §§ 11076, 11105, 13300 and 15150, et seq. The Probation Department, in accordance with the California Department of Justice (DOJ) “CLETS Policies, Practices, and Procedures,” section 1.8.3.A.4, requires that all persons, including volunteers and private vendor personnel, with access or potential access to CORI, including, but not limited to, information from CLETS, local County records, and the Integrated Justice System (IJS), shall receive CORI/CLETS training from a certified CLETS/National Crime Information Center (NCIC) trainer. As access, or potential access to CORI, can be in the form of hardcopy documentation, verbal communication, or other forms of information sharing, and volunteers and contract staff may have access to facilities where CORI is created, stored, handled or discussed, Consultant shall ensure that all employees, agents, volunteers and subcontractors complete CORI/CLETS training prior to accessing CORI under this agreement. CORI/CLETS training, which will include laws, policies, and consequences regarding access to, and use of, criminal offender record information, will be provided by the Probation Department.

9.7.6 Consultant shall assure that all employees, agents, volunteers, and subcontractors that have not received CORI/CLETS training complete CORI/CLETS Training. As part of the CORI training, contractor employees, agents, volunteers and subcontract personnel will be required to sign a CLETS Employee/Volunteer Statement Form (Exhibit H).

9.7.7 USE OF COUNTY DATA/INFORMATION. Consultant staff assigned to this contract may have access to County information systems. County requires Consultant staff to read, sign, and comply with Sonoma County Administrative Policy 9.2 Departmental Computer Use (Exhibit I). Consultant shall require its staff assigned to this contract to read said policy and sign the acknowledgement of its receipt attached to Exhibit I. Consultant shall maintain documentation of compliance with the requirement to read and acknowledge receipt of the policy, and shall require its staff assigned to this contract to comply with said policy.

9.8 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.9 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.11 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall

not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.13 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.14 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

10.1 Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County’s Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

10.2 Certification: Consultants must complete the Document Accessibility Certification Form attached hereto as Exhibit H, which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check.)

10.3 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

10.4 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

## 11. Prevailing Wages

11.1. General. Consultant shall pay to persons performing program evaluation services hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the Probation Department and will be made available to any person upon request.

11.2 Subcontracts. Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

11.3 Compliance Monitoring and Registration: This work specified above is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

11.4 Compliance With Law. In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, *et seq.*

12. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

13. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sonoma County Probation Department



370 Administration Drive  
Santa Rosa, CA 95403  
Email: \_\_\_\_\_

TO: CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[Consultant name, address and email  
Facsimile Number may be included]**

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

15. Miscellaneous Provisions.

15.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: \_\_\_\_\_

COUNTY: COUNTY OF SONOMA

\_\_\_\_\_  
By: \_\_\_\_\_

CERTIFICATES OF INSURANCE  
REVIEWED AND ON FILE:

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head or Designee

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

AGREEMENT EXECUTED:

By: \_\_\_\_\_  
David Koch  
Chief Probation Officer

Date: \_\_\_\_\_

**EXHIBIT A SCOPE OF WORK**

To be completed after RFP award.

**EXHIBIT B FEE SCHEDULE**

To be completed after RFP award.

## EXHIBIT C INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

## EXHIBIT C, Continued

- h.** *Required Evidence of Insurance:*
  - i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii.** Certificate of Insurance.

### Professional Liability/Errors and Omissions Insurance

- a.** Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c.** If Consultant's services include: (1) programming, customization, or maintenance of software; or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
  - i.** Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii.** Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
- d.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f.** *Required Evidence of Insurance:* Certificate of Insurance specifying the limits and the claims-made retroactive date.

### Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### Documentation

- a.** The Certificate of Insurance must include the following reference: Juvenile Program Evaluation Services 2019.
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
  - c.** The name and address for Additional Insured endorsements and Certificates of Insurance is:  
County of Sonoma, its Officers, Agents and Employees  
Attn: Probation Department  
370 Administration Dr.  
Santa Rosa, CA 95403
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## **EXHIBIT C, Continued**

### **Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### **Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**EXHIBIT D**  
**JUVENILE PROBATION FINGERPRINTING PROCEDURE**

Any individual who may have unsupervised contact with juveniles or their families or access to identifying data under this Agreement, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Consultant contact will submit Evaluation Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of staff.
2. Prior to having livescan fingerprints taken, the individual will complete the "Agreement to Background Check" form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 565-2503.
3. Consultant staff member will contact the Probation HR Liaison, at 565-2798 or 565-4591 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.
4. Consultant Staff-member will return the fingerprint form to the Probation Department following the appointment.
5. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify Consultant contact of background results.



**EXHIBIT D, Continued**

Agreement to Background Check

I, \_\_\_\_\_, understand that I have a right to privacy guaranteed by the Constitution of the State of California. I further understand that in order for me to be considered for assignment to work with/provide services to clients of the Sonoma County Probation Department (Probation), it is necessary that a background check be run on me by Probation. I understand that Probation will be notified of subsequent contact with law enforcement once the fingerprints are submitted, and that Probation may revoke my access to Probation clients and data based on information received. I hereby consent and permit Probation to conduct such a background check on me. In addition, I hereby release and discharge Probation from and against any and all claims, liability, or damages that may result therefrom.

I understand that if I am assigned to perform work with Probation clients, I may come into contact with confidential and privileged documents. I further understand that in the course of being employed, I may hear privileged or confidential conversations. I agree that I will keep these conversations and documents private and confidential and will not disclose them to any person or entity unless required to do so by law.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(Witness Signature must be completed before this form is sent to Probation HR)**

**EXHIBIT E**  
**BUSINESS ASSOCIATE ADDENDUM**

TO THE  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

BETWEEN  
**COUNTY OF SONOMA**

AND

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This Business Associate Addendum (“Addendum”) supplements and is made a part of the Standard Professional Services Agreement (“Agreement”) by and between County of Sonoma (“County”) and Resource Development Associates (“Business Associate”).

RECITALS

WHEREAS, County is a Hybrid Entity as defined under 45 CFR Section 164.504;

WHEREAS, \_\_\_\_\_ is a Business Associate as defined under 45 CFR Section 160.103;

WHEREAS, County wishes to disclose certain information to Business Associate pursuant to the terms of the Addendum, some of which may constitute Protected Health Information (“PHI”); including electronic Protected Health Information (“ePHI”);

WHEREAS, County and Business Associate intend to protect the privacy and provide for the security of PHI, including ePHI, disclosed to Business Associate pursuant to the Addendum in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“the HIPAA Regulations”) and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule requires County to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Section 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in the Addendum.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

**1. Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Regulations. Protected Health Information (PHI) includes electronic Protected Health Information (ePHI).

- a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

## **EXHIBIT E, continued**

- b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. Data Aggregation shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. Electronic Protected Health Information or ePHI means Protected Health Information that is maintained in or transmitted by electronic media.
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- h. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- i. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- j. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

### **2. Obligations of Business Associate**

- a. **Use of Protected Health Information.** Except as otherwise provided in this Addendum, Business Associate, shall use and/or disclose PHI only as necessary to perform functions, activities or services, documented in the Professional Services Agreement for Consulting Services, of which this Addendum is part, for or on behalf of County, as specified in this Addendum, provided that such use does not violate the HIPAA Regulations. The uses of PHI may not exceed the limitations applicable to County under the HIPAA Regulations. Business Associate shall not use PHI other than as permitted or required by this Addendum, or as required by law.
- b. **Safeguarding Protected Health Information.** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of County.

## EXHIBIT E, continued

1. **Transmission of Electronic Data - Encryption Requirements.** All PHI transmitted to Business Associate by County; and/or for or on behalf of County by Business Associate; and/or to County by Business Associate shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology by the Security Rule and the HITECH Act.
- c. **Reporting Improper Use or Disclosure.** Within twenty-four (24) hours of discovery, Business Associate shall report in writing to County any use or disclosure of PHI not provided for by this Addendum or otherwise in violation of the HIPAA Regulations.
- d. **Notification of Breach.** During the term of the Agreement, Business Associate shall notify County within twenty-four (24) hours of discovery of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- e. **Agents and Subcontractors of Business Associate.** To the extent that Business Associate uses any agent, including a subcontractor, to which Business Associate provides PHI received from, created, maintained or received by Business Associate on behalf of County, Business Associate shall execute an agreement with such agent or contractor containing requirement to ensure compliance with the same restrictions and conditions that apply through this Addendum to Business Associate with respect to PHI.
- f. **Access to Protected Health Information.** At the request of County, and in the time and manner designated by County, Business Associate shall provide access to PHI in Designated Record Set to an Individual or County to meet the requirements of 45 CFR section 164.524. If Business Associate maintains an Electronic health Record, Business Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- g. **Amendments to Designated Record Set.** Business Associate shall make any amendment(s) to PHI in a Designated Record Set that County directs or at the request of the Individual, and in the time and manner designated by County in accordance with 45 CFR section 164.526.
- h. **Documentation of Uses and Disclosures:** Business Associate shall document disclosures of PHI and information related to such disclosures as would be required by County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528.
- i. **Accounting of Disclosure.** Business Associate shall provide to County or an Individual, in the time and manner designated by County, information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c). Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement.

## EXHIBIT E, continued

- j. Records Available to County, State and Secretary.** Business Associate shall make available internal practices, books and records related to the use, disclosure and privacy protection of PHI received from County, or created, maintained or received by Business Associate on behalf of County, to the County, State, or to the Secretary of the United States Department of Health and Human Services for the purposes of investigating or auditing Business Associate's compliance with the HIPAA Regulations, in the time and manner designated by County, State or Secretary.
- k. Destruction of Protected Health Information.** Upon termination of this Addendum for any reason, Business Associate shall:

  - a. Return all PHI received from County, created, maintained or received by Business Associate on behalf of County and required to be retained by the HIPAA regulations; or
  - b. At the discretion of County, return or destroy all other PHI received from County, or created, maintained or received on behalf of County by Business Associate on behalf of County. Business Associate shall certify in writing that such PHI has been destroyed.
  - c. In the event Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall provide County notification of the conditions that make return or destruction not feasible. Unless County agrees that return or destruction is not feasible, Business Associate shall return or destroy PHI per this Addendum. If County agrees that the return or destruction of PHI is not feasible, Business Associate shall extend protections of this Addendum to such PHI and limit further use and disclosure of such PHI for so long as Business Associate or its agents or subcontractors maintain such PHI.
- l. Amendments to Addendum.** No amendment of this Addendum shall be effective unless and until such amendment is evidenced by a writing signed by the parties. County and Business Associate agree to take such action as is necessary to amend this Addendum as required for County to comply with the requirements of the HIPAA Regulations. However, any provision required by HIPAA Regulations to be in this Addendum, shall bind the parties whether or not provided for in this Addendum.
- m. Data Aggregation.** Business Associate may provide data aggregation services related to the health care operations of County.
- n. Material Breach.** A breach by Business Associate or any of its agents or subcontractors of any provision of this Addendum, as determined by County, shall constitute a material breach of the Addendum and shall provide grounds for immediate termination of the Addendum.
- o. Termination of Addendum.** If Business Associate should fail to perform any of its obligations hereunder, or materially breach any of the terms of this Addendum, County may terminate this Addendum immediately upon provision of notice to Contractor stating the reason for such termination. County, within its sole discretion, may elect to give Business Associate an opportunity to cure such breach.
- p. State Confidentiality Laws.** Business Associate shall comply with state laws to extent that such state confidentiality laws are not preempted by HIPAA or the HITECH Act.

**EXHIBIT F**  
**DATA USE AGREEMENT**  
BETWEEN  
**COUNTY OF SONOMA**  
AND

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RECITALS

WHEREAS, County (“County”) is a Hybrid Entity as defined under 45 CFR Section 164.504;

WHEREAS, Resource Development Associates is a Recipient (“Recipient”) of a Limited Data Set as defined under 45 CFR Section 164.514(e);

WHEREAS, County wishes to disclose certain information to Recipient pursuant to the terms of this Data Use Agreement (“Agreement”);

WHEREAS, County and Recipient agree to protect the privacy and provide for the security of Limited Data Set information disclosed to Recipient pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“the HIPAA Regulations”) and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule requires County to enter into an Agreement containing specific requirements prior to the disclosure of Limited Data Set information, as set forth in, Title 45, Section 164.514(e) of the Code of Federal Regulations (“CFR”) and contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.
2. **Restrictions on Use and Disclosure of Limited Data Set.** Recipient may use or disclose Limited Data Set information to perform functions, activities or services limited to research, public health and health care operations of the County, only as specified in this Agreement, or as required by law. Permitted use and disclosure is limited to the following: Process and outcome data in the form of a limited dataset for the Public Safety Realignment Evaluation project for which Resource Development Associates has been contracted by Sonoma County. The purpose of the Public Safety Realignment project is to evaluate the implementation and effectiveness of criminal justice programs and interventions applied with realigned and other adult offenders.
3. **Safeguarding Protected Health Information.** Recipient shall use appropriate safeguards to prevent use or disclosure of Limited Data Set information other than as provided for by this Agreement. Recipient shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Limited Data Set information created, received, maintained or transmitted by Recipient.

**EXHIBIT F, continued**

4. **Improper Use or Disclosure.** Recipient is prohibited from any use or further disclosure of Limited Data Set information in any manner that would violate the HIPAA Privacy Rule or this Agreement. Recipient is prohibited from identifying the individuals that are the subject of the Limited Data Set information. Recipients are also prohibited from using Limited Data Set information to contact individuals that are the subject of said information. Within one (1) business day of discovery, Recipient shall report in writing to County any use or disclosure prohibited by or not provided for by this Agreement.
5. **Agents and Subcontractors of Business Associate.** Recipient shall ensure that any agent, including a subcontractor, to which Recipient provides Limited Data Set information, shall comply with the same restrictions and conditions that apply through this Agreement to Recipient.
6. **Destruction of Limited Data Set Information.** Upon termination of this Agreement for any reason, Recipient shall destroy all Limited Data Set information received from County. Recipient shall certify in writing that such Limited Data Set information has been destroyed.
7. **Reasonable Steps to Cure.** If County knows of a material breach, County shall require Recipient to take reasonable steps to cure such breach. If efforts to cure such breach are unsuccessful, County shall terminate this Agreement and report the breach by Recipient or any of its agents or subcontractors to the Secretary.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

County

Recipient

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Print Name:

Title:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT G  
DATA SHARING AGREEMENT**

**Between the County of Sonoma**

**and**

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\_\_\_\_\_ (Consultant) and County of Sonoma (County)  
agree to the following terms and conditions relating to the use of data obtained from  
County for purposes of conducting evaluation of juvenile programs and services.

1. Data requested by Consultant will be provided by County to the extent possible within resource constraints, and depending on the availability of the data and the authority to release the data under applicable California and Federal laws.
2. Data will be treated as private and confidential. Data will not be copied, reproduced or furnished, in any way, to sources outside the Consultant without prior written permission of County. Data shall not be furnished to any other agency or individual unless permission is first received from County and the third party executes a separate Data Confidentiality/Security Agreement.
3. Data provided by County will be de-identified in a manner deemed by County to sufficiently mitigate the risk of reconstruction of included subjects' identity. Data containing, or which could lead to, the identification of specific research subjects is strictly confidential and shall not be disclosed in any manner.
4. Any and all reports produced utilizing data obtained under this agreement will reflect only summary level information based on analysis of the detailed data and shall not contain individual names or other identifying information of any study subjects, nor shall information be reported in such a manner as to allow for identification of individual study subjects.
5. Data shall only be used for program evaluation purposes as defined in Exhibit A Scope Of Work and Services Upon Request in sections 1.1 and 1.2 of the Agreement to which this Exhibit is attached.
6. All data provided to Consultant shall be maintained securely. All electronic, hard copy and data contained on data disks shall be maintained in a locked environment accessible only to the Consultant's researchers and other parties authorized first by County.
7. The transfer of data shall be by secure means. Data containing identifying information shall via an encrypted email service approved by County.
8. All data located in computer files shall be password protected with access limited to the researcher or other parties authorized by County.
9. All case-level data files provided to Consultant and case-level sub-files created for analysis purposes will be permanently purged from Consultant's computers, back-up storage and transfer media one year upon conclusion of Consultant's performance of services under the agreement to which this exhibit is attached, or at the request of County.



**Data Elements To Be Provided To Consultant:**

**[To be completed and updated as needed]**

\_\_\_\_\_  
Consultant

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Probation Officer  
(or designee)

Date: \_\_\_\_\_

## EXHIBIT H



# County of Sonoma Website Accessibility Questionnaire

County of Sonoma Policy requires that all County websites and web-based applications be accessible to staff and members of the public with disabilities.

For more information regarding the details of this policy, please see 9-3 Web Accessibility Policy, published in the County of Sonoma's Administrative Policy Manual (<http://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>).

Please review the following questions and note your responses in the spaces provided.

**1. Rate the overall level of accessibility compliance of your website or web-based application:**

- a. Fully compliant – All content and functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA.
- b. Partially compliant – Some content or functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA.
- c. Not compliant.

Fully Compliant Response(s): a

**Response and/or Comments:**

**2. Does each non-text element have a meaningful "alt tag" (alternative text attribute) or include a meaningful text description adjacent to each non-text element?**

- a. Fully compliant – Yes.
- b. Partially compliant – Yes and no. Non-text elements exist but only some have meaningful alt tags or adjacent meaningful text description.
- c. Not compliant – No, none of the non-text elements have meaningful alt tags or adjacent meaningful text descriptions.
- d. N/A. This site does not contain non-text elements.

Fully Compliant Response(s): a, d

**Response and/or Comments:**

**3. Has transcription and captioning been provided for all audio and video content? Is the captioning synchronized with the video content?**

- a. Fully compliant – Yes. Synchronized captions is provided for all video content. Transcription is provided for all audio content.
- b. Not compliant – No, Audio and/or video content exists but associated captioning and transcriptions have not been provided.
- c. N/A. There is no audio or video content in the site.

Fully Compliant Response(s): a, d

**Response and/or Comments:**

**4. Does the audio and video content include user controls? Are those controls available to keyboard users and assistive technology?**

- a. Fully compliant – Yes, user controls are provided with audio and video content and those controls are available to keyboard users and assistive technology.
- b. Not compliant – No. User controls are not provided or those controls are not available to keyboard users and assistive technology.
- c. N/A. There is no audio or video content in the site.

Fully Compliant Response(s): a, c

**Response and/or Comments:**

**5. If any audio plays automatically for more than 3 seconds, is there a mechanism available to pause or stop the audio, or to control volume independently from the overall system volume?**

- a. Fully compliant – Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to control the volume of the audio without affecting the overall system volume.
- b. Fully compliant – Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to pause or stop the audio.
- c. Not compliant – No. There is audio that automatically plays for more than 3 seconds but there is no mechanism to stop, pause or alter the volume without affecting the system volume.
- d. N/A. There is no automatic audio or the automatic audio plays for less than 3 seconds.

Fully Compliant Response(s): a, b, d

**Response and/or Comments:**

**6. Is all content and functionality perceivable, understandable and operable without the need to see color? Does the color of all text and controls have sufficient contrast with the background?**

- a. Fully compliant – Yes, any use of color as to imply meaning or convey information is understandable without color and all adjacent colors used for meaningful content meet or exceed the minimum contrast ratio of 4.5:1.
- b. Not compliant – No, the site does not use color appropriately.

Fully Compliant Response(s): a

**Response and/or Comments:**

**7. Is all content and functionality perceivable, operable, and understandable without the use of cascading style sheets (e.g. CSS disabled, not supported by the browser, etc.)? Is the un-styled content presented in the same relative order as styled content?**

- a. Fully compliant – Yes. All content and functionality is perceivable, operable, understandable, and presented in the same relative order with our without the use of style sheets.
- b. Not compliant – No. Some content or functionality is not perceivable, operable, or understandable without style sheets or the relative order of the content is different with and without the use of style sheets.
- c. N/A. The site does not use cascading style sheets (CSS).

Fully Compliant Response(s): a, c

**Response and/or Comments:**

**8. If cascading style sheets (CSS) are used, is the site designed so it will not interfere with style sheets preferences set by user in the browser?**

- a. Fully compliant – Yes, the site design does not interfere with style sheets set user preference in the browser.
- b. No, the site design affects or interferes with user preferences set in the browser.
- c. N/A. The page does not use cascading style sheets (CSS).

Fully Compliant Response(s): a, c

**Response and/or Comments:**

**9. If any page includes server-side image maps, are accompanying text links provided for all links within the server-side image maps?**

- a. Fully compliant – Yes, each link in the server-side image maps is accompanied by a separate text link.
- b. Partially compliant – Yes and no. Only some of the links from the server-side image maps are accompanied by separate text links.
- c. Not compliant – No, separate text links are not provided for any link from server-side image maps.
- d. N/A. The site does not include any server-side image maps.

Fully Compliant Response(s): a, d

**Response and/or Comments:**

**10. If the site includes one or more client-side image maps, does each map region have a meaningful "alt tag" (alternative text attribute) or does the page include a meaningful description of the non-text element in adjacent text?**

- a. Fully compliant – Yes.
- b. Partially compliant – Yes and no. Only some of the non-text elements associated with the image map(s) have meaningful alt tags or text descriptions.
- c. Not compliant – No. None of the non-text elements associated with the image map(s) have meaningful alt tags or text descriptions.
- d. N/A. The page does not include any client-side image maps.

Fully Compliant Response(s): a, d

**Response and/or Comments:**

**11. If the site uses tables, are the tables reserved for data presentation? Are the row the column headers perceivable and operable?**

- a. Fully compliant – Yes, all tables are used for data presentation only (not for display or layout) and have perceivable row and/or column headers. All row and column headers are coded as table headers and have been associated to the appropriate scope.
- b. Not compliant – Some tables are for display or layout, are not coded properly, or are not associated to the appropriate scope.
- c. N/A. The site does not use tables.

Fully Compliant Response(s): a, c

**Response and/or Comments:**

**12. Does the site include content that may cause the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz?**

- a. Not compliant – Yes.
- b. Fully compliant – No.

Fully Compliant Response(s): b

**Response and/or Comments:**

**13. If the site uses scripts that affect content displayed to the user, is there equivalent text provided that is accessible to a screen reader?**

- a. Fully compliant – Yes. The site contains scripts that affect content displayed to the user, but the page or script contains equivalent text that is accessible to assistive technology.
- b. Not compliant – No. While the site contains scripts that affect content displayed to the user, neither the page nor the script contains equivalent text that is accessible to assistive technology.
- c. N/A. The site does not use scripts that affect content displayed to the user.

Fully Compliant Response(s): a, c

**Response and/or Comments:**



**14. Is every web page capable of full functionality using only the keyboard?**

- a. Fully compliant – Yes, all functionality of the content is perceivable and operable through a keyboard interface. When focus is shifted to a component using the keyboard, the shift in focus is perceivable and the keyboard interface can be used to shift focus away from that component.
- b. Not compliant – No, some functionality is not perceivable or operable using a keyboard interface alone.

Fully Compliant Response(s): a

**Response and/or Comments:**

**15. Is all content designed for maximum compatibility with the current and future user agents, e.g. assistive technologies?**

- a. Fully compliant – Yes, content is implemented using markup languages, all content is contained within appropriate landmarks or regions, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, ARIA markup not been used when standard markup would suffice, any IDs used are unique, except where specifications allow these features. For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined, states, properties, and values that can be set by the user can be programmatically set, and notification of changes to these items is available to user agents, including assistive technologies.
- b. Not compliant – No, some content or interface components do not comply with this guideline.

Fully Compliant Response(s): a

**Response and/or Comments:**

**16. If the site includes links to PDF (portable document format) or other files, is the content in those files accessible to those using assistive technology?**

- a. Fully compliant – Yes. While the site includes links to files, the structure and tags of each document has been remediated and verified as accessible.
- b. Not compliant – No, the site includes links to files that have not been verified as accessible.
- c. N/A. The site does not include any links to PDF or other files.

Fully Compliant Response(s): a, c

**Response and/or Comments:**

**17. If the site includes electronic forms that are designed for completion online, does each form permit users of assistive technology to access the information, field elements, and functionality required for completion and submission of the form including all directions and cues?**

- a. Fully compliant – Yes, the site contains forms designed to be completed online. All forms comply with all accessibility requirements.
- b. Not compliant – No. The site contains one or more forms designed to be completed online, but at least one of these forms is inaccessible to people using assistive technologies in at least one respect.
- c. N/A. The site does not contain any forms designed to be completed online.

Fully Compliant Response(s): a, c

**Response and/or Comments:**

**18. If the site includes forms or functionality that requires a timed response, has a method been provided that allows the user to extend the time limit or pause the timer and is that method available to assistive technology?**

- a. Fully compliant – Yes, the site contains forms or functionality that requires timed responses. Methods have been implemented to allow time extension or delay and those methods are accessible.
- b. Not compliant – No, the site contains forms or functionality that requires timed responses. However, methods have not been implemented to allow time extension or delay or those methods are accessible.
- c. N/A. The site does not contain any forms designed to be completed online.

Fully Compliant Response(s): a, c

**Response and/or Comments:**

**19. If data validation occurs, are the errors and corrective actions perceivable? Are these error messages available to assistive technology?**

- a. Fully compliant – Yes. All error messages fully describe the error and corrective action and these messages are available to assistive technology.
- b. Not compliant – No. At least one error message does not fully describe the error or corrective action and/or is not available to assistive technology.
- c. N/A. The site does not include data validation routines.

Fully Compliant Response(s): a, c

**Response and/or Comments:**

**20. If any page includes redundant navigational links to other web pages within the same website, is there a link allowing users to skip over those links? Is this “skip to content” link available to assistive technology?**

- a. Fully compliant – Yes.
- b. Not compliant – No.
- c. N/A. The page does not contain any redundant navigational links.

Fully Compliant Response(s): a, c

**Response and/or Comments:**

**21. Taking into consideration your responses to the previous questions, if the site likely contains barriers to people with disabilities, do you have an alternative accessible version of the content that contains the equivalent information?**

- a. Fully compliant – Yes.
- b. Not compliant – No. While the site appears to contain barriers to access for people using assistive technologies, we do not have an alternate accessible version of equivalent content.
- c. N/A. The site does not appear to contain any barriers for people using assistive technologies.

Fully Compliant Response(s): a, c

**Response and/or Comments:**

**22. Testing the website or application for accessibility to persons with disabilities and compatibility with assistive technology:**

a. Describe the testing methods and tools used.

b. Describe the results of these tests.

**23. Describe the accessibility successes and challenges identified during the site evaluation and any plans for addressing deficits:**

**Questionnaire completed by:**

**Date:**

**Applicable Website(s) or application(s):**



AG + OPEN SPACE  
SONOMA COUNTY

Exhibit   1   Waiver of Insurance Requirements

This Exhibit modifies the insurance requirements as specified in Exhibit   C  

Department   Probation   Department Contact   Robert Halverson   Phone   707-565-3919  

Contractor, Consultant, Vendor, Licensee, Tenant \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Contract Term \_\_\_\_\_ Contract Cost \_\_\_\_\_ Template #   5  

Was there an RFP/RFQ or other competitive process for this agreement? Yes  No

If yes, was an exception to the Insurance Requirements noted in the Vendor's proposal? Yes  No

- ♦ If only Section I waivers are required, submit to your Department Head or designee for signature. Do not submit to Risk.
- ♦ If only Section II waivers, or a combination of Section I and II waivers, are required, submit to Risk.

**Section I - Department Waivers – (Must be designated “Department Waiver” in the Template Assistant)**

***Requirement to be Waived and Reason***

- Workers Compensation: Waive Subrogation Waiver.
- General Liability: Waive General Aggregate per location or per project; General Aggregate is at least double the Occurrence Limit.
- General Liability: Waive requirement for Subrogation Waiver because insurer will not provide the coverage.
- General Liability (Suppliers of Products): Waive “Additional Insured – Vendors”. County does not distribute the product to the public.
- General Liability (Special Events): Waive Products/Completed Operations Coverage. Licensee will not sell or distribute food or other tangible items at the event.
- General Liability (Instructors/Trainers): Waive General Liability. Training does not involve the use of hazardous equipment, participation in physical activity, or medical training.
- General Liability (Therapists, Counselors, Social Workers and Psychologists): Waive General Liability. All services are provided in the consultant's office or on County premises and acceptable evidence of professional liability insurance has been provided.
- Auto Liability: Waive coverage and/or limits. Consultant or Contractor does no driving on behalf of the County or the driving is limited to attendance at meetings at County/Entity facilities.
- Auto Liability (Suppliers of Products): Waive coverage because vendor's goods are delivered by common carrier or contract carrier.
- Property Insurance (Long Term Tenants): Waive Property Insurance requirement. Tenant has not made improvements to the property or the current construction cost of the improvements is less than \$25,000.
- Mold Liability: Landlord cannot obtain the insurance.
- Standards for Insurance Companies: Waive A.M. Best's rating requirement.

\_\_\_\_\_  
Approved by Department Head, Department Designee or Risk Management

\_\_\_\_\_  
Date

**Section II - Risk Management Waivers**

**Submit to Risk with the agreement including the Scope of Work.**

**General Liability Waivers**

- Waive requirement for coverage  
Reason: \_\_\_\_\_
- Waive requirement for additional insured endorsement  
Reason: \_\_\_\_\_
- Waive primary & non-contributory language (if evidence is required)  
Reason: \_\_\_\_\_

**Auto Liability Waivers**

- Accept lower limits  
Reason: \_\_\_\_\_
- Waive hired & non-owned auto liability  
Reason: \_\_\_\_\_

**Workers Compensation Waivers**

- Waive requirement for subrogation waiver endorsement (if required)  
Reason: \_\_\_\_\_

**Professional Liability Waivers**

- Waive requirement for coverage  
Reason: \_\_\_\_\_
- Accept lower limits  
Reason: \_\_\_\_\_

**Pollution Liability Waivers**

- Waive requirement for coverage  
Reason: \_\_\_\_\_
- Accept lower limits  
Reason: \_\_\_\_\_
- Waive requirement for additional insured endorsement  
Reason: \_\_\_\_\_

**Other Waivers**

- Describe: \_\_\_\_\_  
Reason: \_\_\_\_\_

\_\_\_\_\_  
Approved by Risk Management

\_\_\_\_\_  
Date

**Send**

**ATTACHMENT B  
REQUEST FOR PROPOSALS**



**PROPOSAL COVER SHEET**

**Acceptance of County Contract Form**

A sample agreement is contained as Attachment "A" to the County's Request for Proposals. Although the attached draft is subject to revision before execution by the parties, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in its proposal, the proposer has no objection to the attached draft or any of its provisions such that, if selected, the proposer will enter into a final agreement based substantially upon the attached draft.

**Certification of Authority**

By signing below, the person executing the certificate on behalf of the proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of the proposer. Both the person executing this proposal on behalf of the proposer and proposer understand that the County is relying on this representation in receiving and considering this proposal. The person signing below hereby acknowledges that s/he has read the entire Request for Proposals document and has complied with all requirements listed therein.

Official Authorized to Sign for Proposal/Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer - Printed Name





## COUNTY OF SONOMA

### GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208  
SANTA ROSA, CALIFORNIA 95403  
(707) 565-2433 Fax: (707) 565-6107

## DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma [Local Preference Policy for Services](#).

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Services.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: \_\_\_\_\_

2. Physical address of the principal place of business:

\_\_\_\_\_  
\_\_\_\_\_

3. Business license issued by incorporated city within the County:

License Number \_\_\_\_\_ Issued by: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_



**COUNTY OF SONOMA**

**GENERAL SERVICES PURCHASING DIVISION**

2300 COUNTY CENTER DRIVE, SUITE A208  
SANTA ROSA, CALIFORNIA 95403  
(707) 565-2433 Fax: (707) 565-6107

**Living Wage Solicitation Form**

1. Within the last five (5) years, have you had any violations that were sustained with the National Labor Relations Board, Occupational Safety and Health Agency, California Labor Commission, Equal Employment Opportunity Commission, Environmental Protection Agency, and/or the Department of Fair Employment and Housing?

Yes(Attach a statement describing the findings of violations and how they were addressed.)

No

2. A five percent (5%) weighting preference shall be provided to any service contractor who certifies that at least fifty percent (50%) of the workforce that will be used to perform the service contract will be Sonoma County residents. Said weighting preference shall be applied in accordance with the procedures set forth in the County's Local Preference Policy for Services. *This preference is not applicable if federal funding will be used to pay for these services.*

The undersigned complies with the statement above.

Yes

No

The Undersigned acknowledges that they will be required to complete an additional, detailed self-certification form if awarded a contract as a result of this solicitation. By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Organization Name: \_\_\_\_\_

## Family Voice and Choice

Family and youth/child perspectives are intentionally elicited and prioritized during all phases of the wraparound process. Planning is grounded in family members' perspectives, and the team strives to provide options and choices such that the plan reflects family values and preferences.

## Natural Supports

The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships. The wraparound plan reflects activities and interventions that draw on sources of natural support.

## Community-Based

The wraparound team implements service and support strategies that take place in the most inclusive, most responsive, most accessible, and least restrictive settings possible; and that safely promote child and family integration into home and community life.

## Collaboration

Team members work cooperatively and share responsibility for developing, implementing, monitoring, and evaluating a single wraparound plan. The plan reflects a blending of team members' perspectives, mandates, and resources. The plan guides and coordinates each team member's work towards meeting the team's goals.

# PRINCIPLES of OUR SYSTEMS of CARE

## Team-Based

The wraparound team consists of individuals agreed upon by the family and committed to them through informal, formal, and community support and service relationships.

## Culturally Competent

The wraparound process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the child/youth and family, and their community.

## Persistence

Despite challenges, the team persists in working toward the goals included in the wraparound plan until the team reaches agreement that a formal wraparound process is no longer required.

## Outcome-Based

The team ties the goals and strategies of the wraparound plan to observable or measurable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly.

## Individualized

To achieve the goals outlined in the wraparound plan, the team develops and implements a customized set of strategies, supports, and services.

## Strength-Based

The wraparound process and the wraparound plan identify, build on, and enhance the capabilities, knowledge, skills, and assets of the child and family, their community, and other team members.

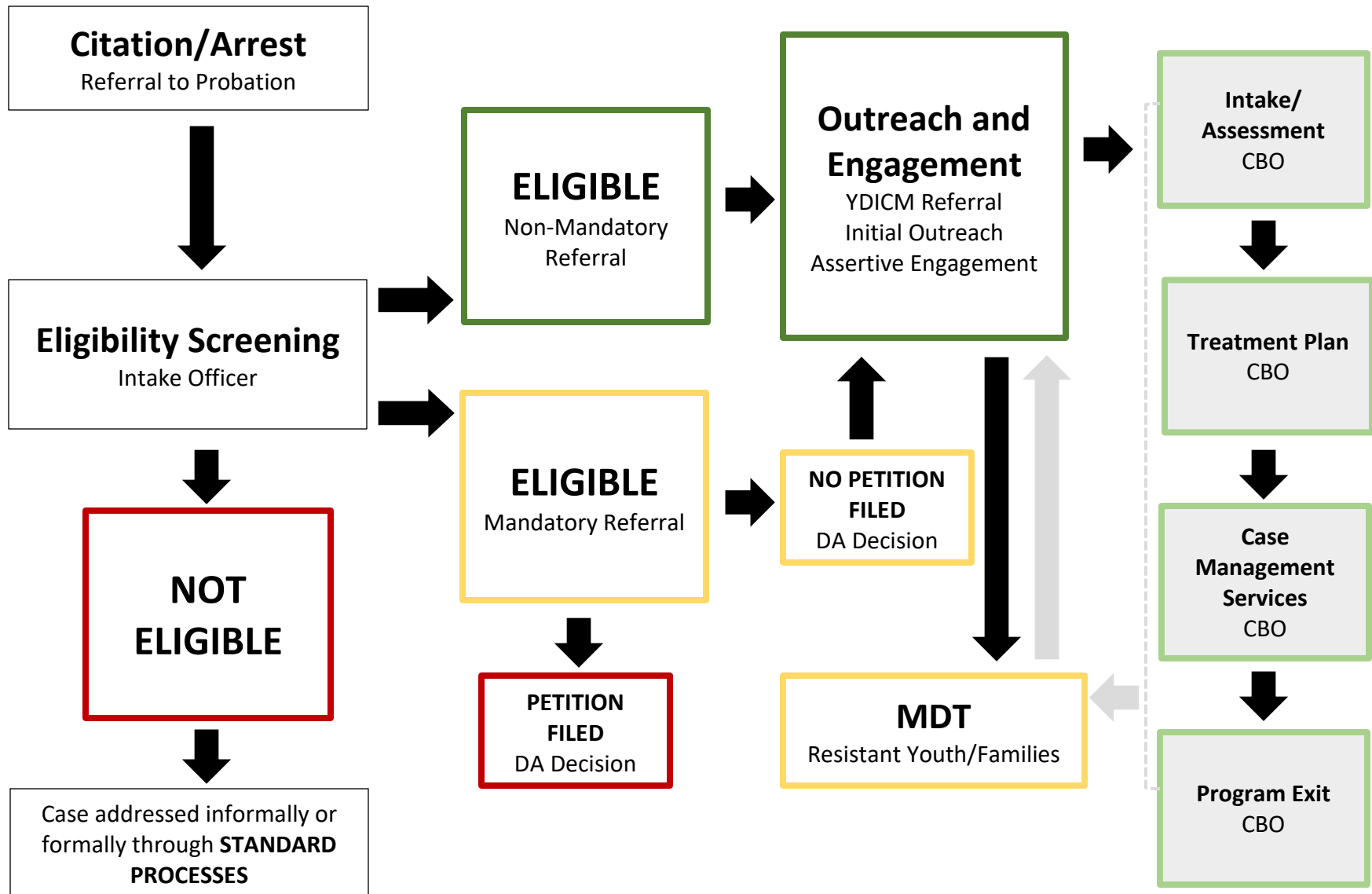


Attachment F: YDCM Project Outline

		2019					2020					2021					2022					2023											
		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
<b>Program Activities</b>	Program Development	Program Services Implementation																															
												Program Wrap up and Sustainability planning																					
<b>Evaluation Activities</b>	Evaluation Planning	Implement Evaluation Plan															Final Evaluation Report																

# Youth Diversion with Case Management

Intake and Service Flow Chart



**ATTACHMENT H: Sample Insurance Template**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**1. Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. [insert exact name of additional insured] shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

**5. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**6. Documentation**

- a. The Certificate of Insurance must include the following reference: [insert contract number or project name].
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**7. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**8. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



## Attachment I: Quality Assurance Plan

Summarize your plan for ensuring quality of program delivery. If the model program requires specific quality assurance measures, be sure to include those. If proposing more than one service, be sure to identify which activities are related to each service.

<b>Quality Assurance Activity</b>	<b>Frequency</b> <i>How often will the activity occur?</i>	<b>Person Responsible</b>	<b>Documentation</b> <i>What evidence will you have that the activity occurred?</i>	<b>Quality Improvement Response</b>

<b>Quality Assurance Activity</b>	<b>Frequency</b> <i>How often will the activity occur?</i>	<b>Person Responsible</b>	<b>Documentation</b> <i>What evidence will you have that the activity occurred?</i>	<b>Quality Improvement Response</b>

## Attachment J: Budget Instructions and Forms

***Please complete one set of Budget Forms for each fiscal year associated with YDCM service delivery: FY 19-20, FY 20-21, FY 21-22, and FY 22-23. As a reminder, program services run from January 1, 2020 to December 31, 2022 with \$333,333 allocated per calendar year.***

### I. Budget Forms

- A. Program Budget Summary (Budget Form 1)  
Complete a budget summary for the program. The amounts on the Program Budget Summary should be supported by the calculations on Budget Forms 2 and 3.
- B. Staff Salary and Benefits (Budget Form 2)  
Complete the Staff Salary and Benefits page including all of the staff that will be charging time to the program.
- C. Budget Line Item Calculation (Budget Form 3)  
Complete the Budget Line Item Calculation forms for all included budget items. Please provide specific calculation methodology. See Section II below for further information.

### II. Program Budget Guidelines

**Purpose:** The following budget calculation guidelines are provided to assist the proposer in accurately demonstrating the costs of the program, to facilitate reviewer's understanding of requested amounts, and to assist the proposer in providing a rationale and support for the amount of funds requested on the Program Budget Summary.

#### Item 1 Staff Salaries

Use Budget Form 2 to calculate salaries for all staff that will be charging time to the program. This includes direct, administrative and clerical staff.

#### Item 2 Staff Benefits

Use Budget Form 2 to report the payroll taxes and fringe benefits for all staff that will be charging time to the program as identified in Item 1.

#### Item 3 Rental / Lease of Facility

Provide the address of any facilities that will be used for this program on Budget Form 3. Identify total square footage and total monthly rent or lease amount. Calculate the portion of the monthly cost to be charged to the program (based on the ratio between square footage used by the program and the total square footage) and multiply it by the number of months included in the program.

#### Item 4 Utilities / Building Maintenance

Identify all utilities and maintenance cost that will be charged to the program (e.g., water, gas, electric, trash, janitorial, etc.) and the method in which they are allocated to the program. *Cost ratio may be based on square footage, full-time equivalent (FTE) staff devoted to the program, or some other method (please explain).*

#### Item 5 Telephone / Communications

Specify the costs that will be charged to the program for telephone, cellular phones, internet access, etc. Demonstrate the cost allocation methodology used to assign these costs to the program.

**Item 6 Insurance Expense**

Indicate the type of coverage, total premium, and amount charged to the program. Explain the cost allocation methodology used to assign these costs to the program.

**Item 7 Equipment Rental / Lease / Maintenance**

Identify all rented and leased equipment (e.g. copier, fax, printer, computer, etc.) and provide the basis for the amount charged to the program. Also, list & describe the costs associated with the maintenance of any equipment used by the program (i.e., repairs, maintenance agreements, etc.). Explain the cost allocation methodology used to assign these costs to the program.

**Item 8 Office Supplies / Expenses**

Identify all costs associated with the basic operations of the agency's office. These costs can include, but are not limited to, basic office supplies (paper, envelopes, pens, etc.), supplies for client use (folders, calendars, resume paper, etc.), printing and duplication services, postage and delivery services, and any other justifiable office expense. Explain the cost allocation methodology used to assign each of these costs to the program, and be specific if different cost allocation methodologies are used for different items. Provide justification if any of these items will be directly charged solely to the program.

**Item 9 Books / Educational Materials**

Identify and provide justification for the items that will be purchased, and specify if they will be retained by the participants, staff, or agency. These might include items for a staff or client resource library, testing materials, study guides, educational books for clients, and others. Explain the cost allocation methodology used to assign each of these costs to the program. Provide justification if any of these items will be directly charged solely to the program.

**Item 10 Staff Mileage / Travel**

Staff mileage and travel may be charged to the program if the trip is required by, and specifically for the benefit of the program. Mileage costs will be reimbursed at the same rate used in the agency's other programs, but may not exceed the current IRS Standard Mileage Rate. If any out-of-county travel is charged to the program the agency must identify the purpose of the trip and provide justification for charging the travel to the program. If any out-of-county travel is anticipated it must be approved in advance by a Human Services Department manager.

**Item 11 Staff Training / Conferences**

Staff training and conferences may be charged to the program if they are relevant to, and for the benefit of the program. Provide the purpose, relevance to the program, and justification for any trainings or conferences attended by agency staff. If any other programs will benefit from the staff's attendance at the training or conference an explanation must be provided of the allocation methodology that was used to charge the costs to the program.

**Item 12 Subcontractors and Services**

This line can be used to capture the costs for all subcontracts and other services provided by a consultant or through a professional services agreement. This might include the total costs for subcontractors in a consortium arrangement, the cost of a payroll service, audit costs (Note: agencies that receive less than \$500,000 in federal funding may not charge audit costs to the agreement), or the cost of any other consultant whose services are

required specifically for the benefit of the program. Identify, describe, and provide justification for each service to be provided by a consultant or through a professional services agreement. Provide allocation basis if expense is being split between different programs.

Please note that in a consortium arrangement, the agency submitting this budget must serve as the lead agency and fiscal agent for the consortium and will be responsible for the management, performance and monitoring of all subcontractors' fiscal and programmatic operations. Detailed financial and programmatic information must be maintained by the lead agency and available to all monitors and county staff. The lead agency is required to establish a formal agreement with each of the subcontractors that requires them to adhere to all of the rules, regulations and requirements of the agreement between the lead agency and the County of Sonoma. If a program includes a consortium, a written agreement, outlining a partnership plan between all participating agencies, must be provided prior to the agreement's execution.

**Item 13 Indirect Costs @ \_\_\_\_\_%**

If claiming indirect costs, the rate should be entered in the line item description and an approved Indirect Cost Rate Plan or current negotiated rate letter approved by a cognizant federal agency must be provided prior to the agreement's execution. Sample calculation = indirect cost rate X base amount (the rate's "base" is decided when the indirect cost rate is developed, and is typically either the total direct costs or the total direct salaries).

**Item 14 Other: (Specify)**

This line can be used to capture any justifiable expense that is not included in the line items above. Provide a brief description of the item, justification for the expense, and the calculation method for each item listed as "Other".

**Item 15 Other: (Specify)**

This line can be used to capture any justifiable expense that is not included in the line items above. Provide a brief description of the item, justification for the expense, and the calculation method for each item listed as "Other".

## Attachment J: Budget Form 1 - Program Budget Summary

<b>Program Name:</b>		
<b>Agency Name:</b>		
<b>Fiscal Year:</b>		
Item No.	Line Item Description	Amount
1	Staff Salaries	
2	Staff Benefits	
3	Rental / Lease of Facility	
4	Utilities / Building Maintenance	
5	Telephone / Communications	
6	Insurance Expense	
7	Equipment Rental / Lease / Maintenance	
8	Office Supplies / Expenses	
9	Books / Educational Materials	
10	Staff Mileage / Travel	
11	Staff Training / Conferences	
12	Subcontractors and Services	
13	Indirect Costs @ _____ %	
14	Other:	
15	Other:	
<b>Program Budget Total</b>		

## Attachment J: Budget Form 2 - Staff Salary and Benefits

**Fiscal Year:**

**Service Provider:**

Position	# of Staff	Hours/ Week	Hourly Rate	# of Weeks	Salary	Fringe Benefits
<b>Totals</b>						

*Time sheets shall be maintained by all staff for this program.  
This documentation will be reviewed during fiscal monitoring visits.*

## Attachment J: Budget Form 3 - Budget Line Item Calculation

**Fiscal Year :**

**Service Provider:**

<b>3</b>	<b>Rental / Lease of Facility</b>	-	Total	\$	-
Calculation Method:					
<b>4</b>	<b>Utilities / Building Maintenance</b>		Total	\$	-
Calculation Method:					
<b>5</b>	<b>Telephone Communications</b>	/	Total	\$	-
Calculation Method:					
<b>6</b>	<b>Insurance Expense</b>		Total	\$	-
Calculation Method:					