

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: June 15, 2015

From: Jon Hopkins, Dir.
(Department Head - please type)

Phone Ext. X759

Department Head Signature _____

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>06/23/15</u>	

Agenda Title: Award RFP No. 15-08 Contract Services for Implementation of Independent Living Program

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Please see the attached memorandum.

Recommendation: 1) Award RFP 15-08 to Nexus Youth & Family Services for Implementation of the Independent Living Program (ILP) and; 2) Authorize the Health and Human Services Director, and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement, Nexus Youth & Family Services proposal dated June 4, 2015 and RFP 15-08 and; 3) Approve the Board Chairman to execute said agreements for the programs listed above contingent upon the Health and Human Services Director and County Counsel's approval.

Recommendation/Requested Action:

See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate)

N/A

Staffing Impacts N/A

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments: Attachments - Score Sheet, Sample

Agreement, Nexus Proposal, RFP 15-08

Request Reviewed by:

Chairman _____

Counsel GG

Auditor YOR

GSA Director Hop

CAO ab

Risk Management Jms

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

GSA-Jon Hopkins, Health & Human Services-James Foley.

Risk

FOR CLERK USE ONLY

Meeting Date June 23, 2015

Time 9 a.m.

Item # 40

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____
Completed by _____
A new ATF is required from _____
Department _____
For meeting _____
of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
ATTEST: _____
Clerk or Deputy Board Clerk

Save

AGENDA TRANSMITTAL FORM

Agenda Item	1
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Date of Submission

Date of Meeting

Meeting Room

Meeting Time

Meeting Location

Meeting Date

Agenda Item Description

Item Description

Item Description

Item Description

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GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *JHP*

DATE: June 15, 2015

RE: RFP 15-08 Implementation of the Independent Living Program (ILP)

On Thursday, June 4, 2015 at 1:30 PM Amador County Request for Proposals, RFP 15-08 were received, opened and read publicly for Implementation of the Independent Living Program (ILP). These services are required and funded via Federal grants and State realignment monies.

An Evaluation Committee was formed consisting of three (3) staff members from Social Services. Proposals were evaluated by each committee member based upon points assigned to a category item and then totaled and averaged for a final score. Interviews were not conducted as the information provided by each proposer was sufficient to determine the best candidate.

Of the two (2) firms evaluated Nexus Youth & Family Services provided the best overall proposal for the following reasons:

1. Demonstrated overall best quality and responsiveness to the RFP (i.e. well organized, easy to understand, included a table of contents and followed the RFP);
2. Presented the clearest overview of the ILP program including evidence based practices;
3. Clearly confirmed long term experience in providing ILP services in the community;
4. Provided the best outline of objectives and services;

Based upon the Committee's review I submit the follow recommendation.

Recommendation: 1) Award RFP 15-08 to Nexus Youth & Family Services for Implementation of the Independent Living Program (ILP) and; 2) Authorize the Health and Human Services Director, and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement, Nexus Youth & Family Services proposal dated June 4, 2015 and RFP 15-08 and; 3) Approve the Board Chairman to execute said agreements for the programs listed above contingent upon the Health and Human Services Director and County Counsel's approval.

Attachments: Evaluation Score Sheet
Sample Agreement
Nexus Youth & Family Services Proposal dated June 4, 2015
RFP 15-08

Proposal Evaluations RFP 15-08 Independent Living Program

Evaluation Committee was made up of three members for Social Services

CATEGORIES

A. Quality and Responsiveness of the Proposal

A.1. Proposal contains all requested information, is organized, not missing or lacking material information, does not have numerous spelling or grammatical errors, is not laborious and provided relevant information. All information requested was included (i.e. Transmittal Letter, Scope of Work/Services, Staffing, Statement of Experience and Qualifications, Execution of Sample Agreement, Budget, Compensation and Project Schedule).

B. Scope of Work/Services

B.1. Provided an overview of the entire proposal describing the work and services to be provided. The basic scope of services, objectives and intended results of the services were provided. The proposal addressed each item outlined in RFP. A summary of how the proposal meets the RFP requirements and why the proposer is best qualified to perform these services is included. Proposer discussed any requirements not addressed in this RFP and any constraints in providing the services listed herein.

C. Staffing

C.1. List of personnel who will be directly assigned to provide services, together with a discussion of each member's responsibilities and experience working on similar or same programs. Provide resumes for each staff member and include three (3) references. Include an organizational chart of personnel providing services. Also identify the extent of County personnel involvement deemed necessary, including number of hours required and expertise required of the County.

D. Experience and Qualifications

D.1. Description of the nature of the proposer's present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding client's names, titles, addresses and phone numbers. For any services referenced in the Statement of Experience and Qualifications include any relevant performance history with services provided, and list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.

E. Budget

E.1. Budget Sample (Form 1) is attached to the RFP and is formatted correctly showing Proposers proposed budget.

TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent

TOTAL WEIGHT (100%)

TOTAL WEIGHTED POINTS

	Max Points	Proposers 0-20 Points	Weight	Proposer 1 ATCAA Weighted Score		Max Points	Proposers 0-20 Points	Weight	Proposer 2 NEXUS Weighted Score	
				Weighted Score	Weight				Weighted Score	Weight
	20	14	10%	7.00	10%	20	18.66	10%	9.33	
	20	15	25%	18.75	25%	20	17.66	25%	22.08	
	20	10	25%	12.50	25%	20	17.66	25%	22.08	
	20	11.33	30%	17.00	30%	20	17.66	30%	26.49	
	20	16.66	10%	8.33	10%	20	15.66	10%	7.83	
	100	66.99	100.00%	63.58	100.00%	100	87.3	100.00%	87.80	

Exhibit A
SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2015 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Nexus Youth & Family Services, a California corporation (the "Contractor").

RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing after hours telephone crisis support services similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. **SERVICES TO BE RENDERED BY CONTRACTOR.** Upon written request by County's **Director of Health Services**, Contractor will provide **Contract Services for the Independent Living Program** to residents of Amador County referred by the **Director of Health Services** (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work.
2. **SERVICES TO BE RENDERED BY COUNTY.** County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. **CHANGES IN SCOPE OF SERVICES.** Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. **TERM; EARLY TERMINATION OF AGREEMENT.**
 - 4.1 This Agreement shall commence on the date of execution by County and shall terminate on **June 30, 2016**. County reserves the right to terminate this

Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task. Services may be extended for two (2) consecutive years pending mutual agreement by both parties.

- 4.2 County shall have the right to terminate this Agreement upon **three (3) days** written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

- 5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.
- 5.2 Contractor shall submit monthly invoices no later than thirty (30) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.
- 5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
- 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
- 6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of

Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are

legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

- 10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.
- 10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

11. INSURANCE.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability Policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this

contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

11.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing

payment of losses and related investigations, claim administration, and defense expenses.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall

be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

16. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants 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 the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

17. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace available for review at: <http://www.amadorgov.org/Policies>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment C**.

18. HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA.

Through the Business Associate Agreement ("BAA"), ACHSD and Contractor have obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the establishment of proper procedures for the release of such information as required by HIPAA.

Each party hereby represents that it is and shall remain in compliance with the rules and regulations of HIPAA. Pursuant to sections 160.103, 164.502(e), 164.504(a), and 164.504(e) of HIPAA, Contractor must enter into a BAA with ACHSD, a copy of which is attached hereto as **Attachment D** attached and incorporated by this reference. Failure or refusal of a party to execute a BAA when required by law shall constitute a basis for termination of this Agreement in its entirety.

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach within 1 business day of discovery at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

HIPAA Privacy Officer, Amador County Health Services Department

Behavioral Health Division
10877 Conductor Blvd, Suite 300, Sutter Creek, CA 95685

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Nexus Youth & Family Services
Attn: Kathleen Pignataro, Executive Director
1001 Broadway, Suite 201
Jackson, CA 55642

To County: Amador County Department of Social Services
10877 Conductor Boulevard, Suite 300
Sutter Creek, CA 94685

With a copy to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CONTRACTOR:
Nexus Youth & Family Services, a
California corporation

BY: _____
Brian Oneto,
Board of Supervisors

BY: _____
Kathleen Pignataro, Executive Director,
Federal ID No:

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____

ATTACHMENT A – SCOPE OF WORK

Includes:

- 1). Nexus Youth & Family Services Proposal date June 4, 2015
- 2). RFP 15-07

ATTACHMENT B - FEE SCHEDULE

Includes:

- 1). Nexus Youth & Family Services Proposal date June 4, 2015
- 2). RFP 15-07

DRAFT

ATTACHMENT C – ALCOHOL POLICY

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE
AND DRUG & ALCOHOL TESTING
POLICY ACKNOWLEDGEMENT FORM
FOR CONTRACTORS**

The undersigned, authorized signatory for XXXXX, a California 501 (c) (3) non-profit corporation (the “Contractor”), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor’s officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment “C” is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: _____

Printed Name: _____ Date _____

Title: _____

Signature: _____

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2013, made and entered into by and between the County of Amador and **XXXXXX**, a California corporation (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby **XXXX**, a California corporation (“Business Associate”) will provide certain services to Amador County Health Services Department, Behavioral Health Division (the “Covered Entity”) that may involve the access and use of certain information pertaining to individuals, which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations adopted pursuant to the Act.

B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.

C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, or more stringent provisions of State or Federal laws.

D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Amador County Health Services Department, Behavioral Health Division is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined shall have the meanings given to them in Title 45, Parts 160 and 164 of the Code of Federal Regulations and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Except as otherwise provided in this BAA, the Business Associate may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations if done by the Covered Entity. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows:

A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:

(1) The disclosure is required by law; or

(2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and

(3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Further Disclosure of PHI. The Business Associate shall not use or further disclose any PHI received from or on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement.

5. Unauthorized Use or Disclosure of PHI. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware. In such report, the Business Associate shall:

A. Identify the nature of the unauthorized use or disclosure;

B. Identify the PHI used or disclosed;

C. Identify who made the unauthorized use or received the unauthorized disclosure;

D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;

E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and

F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information.

7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.

8. Amendments to Designated Record Sets. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164.526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.

9. Accounting of Disclosure. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164.528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of investigating or auditing the Covered Entity's compliance with the privacy requirements, in the time and manner designated by the Covered Entity or the Secretary.

11. Return or Destruction of PHI. Upon termination of the Agreement for any reason, the Business Associate shall:

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.

B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI for as long as the

Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.

12. Termination of Agreement. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.

13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.

14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Health Services
Department, Behavioral Health Division
("Covered Entity")

XXXX, a California corporation

By: _____
James Foley
Director of Health Services

By: _____
Director

Date: _____

Date: _____

County of Amador
REQUEST FOR PROPOSALS

RFP No. 15-08



Contract Services

For

Independent Living Program

Deadline for Submission: 1:30 p.m. Thursday, **June 4, 2015**

UNDER NO CIRCUMSTANCES WILL LATE PROPOSALS BE ACCEPTED

Prepared for:
Department of Social Services
County of Amador
10877 Conductor Blvd.
Sutter Creek, CA 95685-9682
(209) 223-6550

COUNTY OF AMADOR

REQUEST FOR PROPOSALS 15-08

Independent Living Program

PROJECT DESCRIPTION SUMMARY

The County of Amador is requesting proposals from qualified Proposers for the Department of Social Services Independent Living Program. It is anticipated that one firm will be selected to perform all services related to the Independent Living Program in collaboration with Amador County Department of Social Services. The ILP program purpose is to provide training, services and programs to assist current and former Juvenile Probation and Child Welfare foster youth to achieve self-sufficiency prior to and after leaving the foster care system. Services include individualized assessments and service planning based upon the needs, strengths and goals of the individual.

Each county has the flexibility to design services to meet a wide range of individual needs and circumstances for present and former foster youth and to coordinate services with other Federal and State agencies engaged in similar activities. Some of the services to be provided include:

- Daily living skills
- Money management
- Decision making
- Building of self-esteem
- Financial assistance with college or vocational schools
- Educational/community resources
- Housing (Transitional Housing)
- Employment/vocational training
- Obtaining high school diploma
- Career exploration
- Substance abuse prevention
- Assistance with retrieving vital documents
- Health and Nutrition
- Parenting Skills
- Transportation

BACKGROUND

The ILP program receives a set budget every year from the State and Federal government which is distributed according to need and is not an entitlement program. Currently the funds are authorized by the Federal Independent Living Program and administered through the California Department of Social Services. Available funds are based upon the amount allocated to Amador County by the State every fiscal year. It is anticipated that the allocation for the 2015-2016 fiscal year will be about \$32,732, of these funds 20% are to be spent on administration and 80% for direct services to youth. Youth are paid incentive payments for attending classes.

SCOPE OF WORK/SERVICES

The successful ILP County Coordinator (Proposer) will plan, coordinate, implement and evaluate program components. The planning process shall include community stakeholder input. The coordinator will conduct all activities in such a manner as to achieve the following objectives:

The coordinator’s responsibilities include but are not limited to the following necessary tasks:

- Develop a timeline for the planning process and startup of the program
- Develop a listing of core activities and classes that will be offered
- Recruitment process
- Develop a needs and service assessment process
- Development of individual portfolios
- Develop an overall evaluation plan to assess success of the ILP Program
- Follow up activities
- Maintain statistics for and complete the ILP Annual Statistical Report for ILP Eligible Probation and Aftercare Youth and the ILP Annual Narrative Report and Plan.
- Enter ILP services provided to youth into the Child Welfare Services/Case Management System (CWS/CMS).

THE COUNTY’S ROLE

Amador County (CWS) Program Manager, will serve as the Social Services contact for the ILP Coordinator and program.

COMPENSATION AND REIMBURSEMENT OF EXPENSES

Proposer shall submit for review and approval invoices detailing the services provided during each invoice period. The invoice shall utilize a simple, easy to understand format that has been approved by the Social Services Director.

Proposer must submit the itemized invoices on the following schedule:

	NOT LATER THAN
Quarter ending September 30, 2015	October 30, 2015
Quarter ending December 31, 2015	January 30, 2016
Quarter ending March 31, 2016	April 30, 2016
Quarter ending June 30, 2016 (inclusive)	June 17, 2016

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

PROPOSAL CONTENT

The proposal shall include the following as a minimum:

1. **Cover Page:** Firm name, title of proposal, and date of proposal.
2. **Transmittal Letter:** Shall include the legal name of the agency or organization making the proposal, business address, name, title, address, email address, and

telephone number of contact person. The letter shall be signed by a principal or officer of the firm.

3. **Scope of Work/Services:** An overview of the entire proposal describing the work and services to be provided. The summary should:
 - a. Present the proposer's basic scope of services, objectives and intended results of the services to be provided. Proposal should address each item outlined in RFP
 - b. Should summarize how the proposal meets the RFP requirements and why the proposer is best qualified to perform these services.
 - c. Discuss any requirements **not** addressed in this RFP and **any constraints** in providing the services listed herein.
4. **Staffing:** List of personnel who will be directly assigned to provide services, together with a discussion of each member's responsibilities, and experience working on similar or same programs. Provide resumes for each staff member and include three (3) references. Include an organizational chart of personnel providing services. Also identify the extent of County personnel involvement deemed necessary, including number of hours required and expertise required of the County.
5. **Statement of Experience and Qualifications:** Description of the nature of the proposer's present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding client's names, titles, addresses and phone numbers. For any services referenced in the Statement of Experience and Qualifications include any relevant performance history with services provided, and list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.
6. **Execution of Sample Agreement:** A statement that the Sample Agreement (**see Exhibit A**) has been reviewed by the principal or officer of the firm, and a list of any exceptions or changes that are requested prior to execution of the Agreement. Services may be extended for two (2) consecutive years pending mutual agreement by both parties.

Upon request by County, the proposer shall be required to sign a Business Associate Agreement with Amador County in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (**see Attachment D in the Sample Agreement**).

No requests for changes to the Agreement will be entertained other than those presented in the proposal.

7. **Budget:** Use the Budget Sample (**Form 1**) attached to this RFP as the format in which to submit your proposed budget. You may complete and submit the Form as is, or develop your own providing the information you submit is consistent with that requested on the Form.
8. **Compensation:** The proposer's proposal for how it expects to be compensated for providing all of the services required by the Agreement, to include hourly rates for all personnel expected to perform any portion of the Work.

9. **Project Schedule:** The proposer shall submit a detailed proposed schedule identifying all tasks and projected dates of completion for project milestones.

PROPOSAL SUBMITTAL:

Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:

1. Submit one (1) original signed proposal marked "Original", **four (4)** bound proposal copies and **one (1)** electronic copy (CD or flash drive) in Microsoft Word formats no later than **1:30 p.m. Thursday June 4, 2015** to:

Mail: Amador County General Services Administration, 12200-B Airport Road, Jackson, CA. 95642;

Physical Location: Amador County General Services Administration, 12200-B Airport Road, Martell, CA. 95654.

Normal business hours are Monday through Friday 8:00 a.m. to 5:00 p.m. and staff can be reached at (209) 223-6375.

(Note: Firms selected for interview may be required to submit additional copies.)

2. The proposal must be submitted in an envelope clearly marked with the name and title of the proposal **RFP 15-08 Independent Living Program (ILP)**. The proposer's return address and the proposal number must appear on the outside of the envelope.
3. Proposals received incomplete or late, for any reason, may not be accepted.
4. All proposals submitted in response to this RFP will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the proposals. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected proposer.
5. Proposals submitted to the County become public documents subject to disclosure once the proposal is awarded. If the proposer considers any portion of their proposal to be confidential, the proposer must label each and every page of the confidential portions as: "Trade Secret", "Confidential" or "Proprietary." The proposer must also list the confidential material at the beginning of its proposal, and provide justification for not making such material public. The County shall have the sole discretion to disclose or not disclose such material, subject to any protective order that the proposer may obtain, but it is incumbent on the proposer to assert its rights to confidentiality.

Please note: The successful Proposer shall be expected to fully meet all representations made in its proposal, including demonstration of the project understanding, work plan, project schedule, project team, and cost proposal.

EVALUATION OF PROPOSALS

The County staff will evaluate the proposals as described below. Questions concerning the project and/or proposal requirements should be directed to www.publicpurchase.com, or call General Services at (209) 223-6375.

1. Proposals shall be opened and examined to ensure that each complies with the requirements of the RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.
2. Prior to final selection, a short list of qualified and responsive proposers may be requested to participate in an interview and/or be asked to submit additional information for clarification. The purpose of the interview and acquisition of additional information will be to provide an opportunity for each proposer to present their qualifications and proposals in person and/or to answer any questions that the County may have regarding the proposer's submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is compiled. It is anticipated that not less than three (3) firms will be selected to be interviewed to discuss their proposal and qualifications; however, based upon qualifications, the County may at its option choose to interview more than three (3) qualified Proposers or only one Proposer or select a Proposer based solely on evaluating written proposals only.
3. If agreement cannot be reached with the top ranked Proposer, the County will then contact the next highest scored firm and attempt to negotiate a contract scope of work and fee. This process will be continued until a contract scope of work and fee is successfully negotiated, or until the County determines to cease negotiations with any firm.
4. The County is an Equal Opportunity/Affirmative Action Employer and the successful proposer will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Proposers should be familiar with the Employers' Practical Guide to Reasonable Accommodations Under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor's Office of Disability Employment Policy.
5. All proposals are evaluated to determine whether or not they met all the requirements of the RFP. Proposals are individually weighed and scored as assigned to a category item. The result is a weighted score. Each category item may include multiple sub-categories each assigned a point range of **0 to 20**.
6. The rating scale establishes standards by which points are assigned to proposals, and it ensures that members of the Evaluation Committee evaluate each proposal with consistency. An Evaluation Committee is formed and the number of its members is determined by the County's Purchasing Agent based upon each member's professional background, interest and complexity of the RFP. Each committee member conducts an individual evaluation of each proposal. Each member's total points are combined and averaged to determine those top ranked proposals. The County may choose to develop a Short List and/or select a proposal using this criterion. If a Short List is developed, those proposers offered an interview may have the opportunity to make a presentation and/or answer questions the Committee may have. The purpose is to seek further clarification and understanding of each proposal.

Proposals will be evaluated based on the rating scale and criteria listed below:

<u>CATEGORIES</u>	Possible Points	Weight
Quality and Responsiveness of the Proposal	20	10%
Scope of Work/Services	20	25%
Staffing	20	25%
Experience and Qualifications	20	30%
Budget.	20	10%
	Total	100
		100%

TERMS OF REQUEST FOR PROPOSALS

1. **Acceptance of Proposals:** The County reserves the right to reject any and all proposals and to waive any informality, technical defect, or clerical error in any proposal and to request additional information from all proposers. This RFP is not an offer to contract.
2. **Oral Communications:** Any oral communication between the County and the proposer is not binding, nor will it modify the RFP in any way.
3. **Amendments:** We expect that you may have questions as you prepare your response to the RFP and/or changes may be necessary. To handle questions or changes most effectively and to ensure that everyone has the same information, we request that you promptly send your question(s) to www.publicpurchase.com. Proposers should register at www.publicpurchase.com to view and/or download information regarding this RFP (please see Electronic Disclaimer below). Questions must be received no later than **May 29, 2015 at 1:30 p.m.** Should it be found necessary, the County of Amador General Services Administration Director, or his designee, shall issue a written amendment or respond to questions which will be posted to www.publicpurchase.com. Anyone acquiring “hard copies” from the office of General Services shall be placed on a “Holders List” and notified of any changes. Amendments issued must be signed and included in your proposal.
4. **Proposal Cost:** The cost of developing the proposal is the sole responsibility of the proposer; the County is not liable for any costs incurred by those submitting proposals.
5. **Proposal Submission:** Proposers may submit proposals by any means (e.g., U.S. Mail, Fed Ex, courier, etc.). Proposals must be received at the physical address noted by the deadline. **(This RFP prohibits the submission of more than one proposal by a proposer).**
6. **Basis for Proposal:** The RFP and any amendments to it represent the most definitive statement the County will make concerning information upon which proposals are to be based. Proposers will be assumed to have thoroughly examined these documents.

7. **Right to Negotiate:** The County reserves the right to negotiate any fee or any provision, accept any part, or all parts of any and all Proposals whichever is in the best interest of the County. The County intends to negotiate only with those firms whose Proposals meet the requirements of the County.
8. **County's Official Hard-Copies:** Failure to obtain the County's official hard-copies of this RFP and contract documents may result in prospective proposers being disqualified and may not be notified of any amendments or changes which may also disqualify any proposers. Proposers obtaining this RFP and contract documents directly from the Department of General Services will be placed on the official RFP holders list. In order to be placed on the County's RFP holders list, a purchase or receipt of the RFP information and documents from General Services Administration office is required (email is an acceptable form of a receipt only if confirmed by both the County and Proposer).

All proposers must contact the County to receive copies of current RFP documentation. Proposers who rely on information obtained from plan rooms or any web site accept responsibility for any inaccurate or incomplete information. **DISCLAIMER REGARDING ELECTRONIC INFORMATION:** Computer-based and electronic information ("Electronic Information") for Amador County **RFP 15-08 Independent Living Program (ILP)** is provided solely for the convenience of prospective proposers, and are not considered part of the contract documents. No representation or warranty is made, either expressed or implied, with regard to the accuracy or suitability of said Electronic Information for any purpose whatsoever. It is the responsibility of prospective proposers to verify all aspects of the Electronic Information against the County's official hard-copies of the contract documents. In the event of any conflict between the County's official hard-copies of the contract documents and the Electronic Information, the official hard-copies of the contract documents shall govern. Utilization or viewing of said Electronic Information shall constitute implicit acknowledgement and acceptance of the provisions of this paragraph.

9. **Verbal Agreement or Conversation:** No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this RFP.
10. **Background Check:** The County reserves the right to conduct a background inquiry of each proposer, which may include collection of appropriate criminal history information, contractual and business associations, business practices, employment histories, and reputation in the business community. By submitting a proposal to the County, the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PROTEST PROCEDURE

1. Proposers may file a written protest with the Amador County Purchasing Agent not later than **five (5)** working days after of the date of **notification by the Purchasing Agent or his designee which may be by telephone, letter and/or email.**
2. The protest shall be delivered or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:

- a. Include the name, address, and business telephone number of the protestor;
- b. Identify the project under protest by name, RFP/Q number, and RFP/Q date;
- c. Contain a concise statement of the grounds for protest including alleged violations of Federal, State, or local law; provided, however, RFP or RFQ process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the proposal opening date to allow adjustments before evaluation of proposals and;
- d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

PROTEST REVIEW

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than **fifteen (15)** working days after receipt of the protest.
2. If the protested procurement involves Federal or State funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate Federal or State agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within **five (5)** working days of the dispatch of notification to the interested party(ies).
3. Purchasing Agent decisions may be appealed in writing to the Amador County Board of Supervisors prior to the award date, which is given in the notification. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with Federal or State funds.

EXHIBITS

- A Sample Agreement

ATTACHMENTS

1. Budget Example Form 1
2. Certification of Proposer Affirmative Action Program
3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions
4. Certificate of Knowledge - Labor Code Section 3700

**BUDGET EXAMPLE
(Form 1)**

July 1, 2015 through June 30, 2016

Expenses	Narrative	In-Kind	Budget Amount	Budget Totals
Personnel				
Salaries -	One position per line			
Total benefits				
Contracted services				
	Total Personnel			
Operating Costs				
Project supplies and materials				
Other				
Youth incentives				
Administration				
Evaluation costs				
Rent				
Travel/training				
Liability /other insurance				
	Total Operating Costs			
	TOTAL BUDGET			

CERTIFICATION OF PROPOSER AFFIRMATIVE ACTION PROGRAM

The Proposer hereby certifies that he/she is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Name

Title

Proposer



Sign Here

Signature of Proposer

Date

Business Address

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSIONS**

The Proposer certifies, by submission of this Proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, contracts, and subcontracts. Where the Proposer/Offerer/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Proposal.

Name

Title

Proposer

 *Sign Here*

Signature of Proposer

Date

Business Address

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for the worker's compensation or to under self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this Contract.

Name

Title

Proposer

 *Sign Here*

Signature of Proposer

Date

Business Address

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/23/15	

To: Board of Supervisors

Date: June 15, 2015

agmt

From: Jon Hopkins, Dir.
(Department Head - please type)

Phone Ext. X759

Department Head Signature _____

Agenda Title: Award RFP No. 15-07 Contract Services for System Improvement Plan

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Please see the attached memorandum.

Recommendation: 1) Award RFP 15-07 to Nexus Youth & Family Services for System Improvement Plan (SIP) services for all three (3) components not to exceed \$83,000.00 for and; 2) Authorize the Health and Human Services Director, and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement, Nexus Youth & Family Services proposal dated June 4, 2015 and RFP 15-07 and; 3) Approve the Board Chairman to execute said agreements for the programs listed above contingent upon the Health and Human Services Director and County Counsel's approval.

Recommendation/Requested Action:
See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate) N/A

Staffing Impacts N/A

Is a 4/5ths vote required? Yes No

Contract Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Comments: <u>Attachments - Score Sheet, Sample Agreement, Nexus Proposals, RFP 15-07</u>			

Committee Review? N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____ Counsel GG

Auditor JOR GSA Director lop

CAO al Risk Management mdr

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

GSA-Jon Hopkins, Health & Human Services-James Foley. Risk

FOR CLERK USE ONLY

Meeting Date June 23, 2015 Time 9 a.m. Item # 4P

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	Department _____ For meeting _____ of _____	
		ATTEST: _____ Clerk or Deputy Board Clerk

Save

ALBERTA TRANSMITTAL FORM

<input type="checkbox"/>	<input type="checkbox"/>
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ALBERTA TRANSMITTAL FORM

10

PROVIDER'S NAME

PROVIDER'S ADDRESS

PROVIDER'S PHONE NUMBER

PROVIDER'S SIGNATURE

RECEIVED BY NAME

RECEIVED BY ADDRESS

RECEIVED BY SIGNATURE

THIS FORM IS TO BE USED BY THE PROVIDER TO TRANSMIT INFORMATION TO THE RECEIVING OFFICE. IT IS NOT TO BE USED FOR THE TRANSMISSION OF MONEY OR VALUABLE SECURITIES. THE PROVIDER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION TRANSMITTED. THE RECEIVING OFFICE SHALL BE RESPONSIBLE FOR THE SECURITY OF THE INFORMATION TRANSMITTED. THIS FORM IS VALID FOR 30 DAYS FROM THE DATE OF ISSUANCE.

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RECEIVED BY NAME: _____

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PROVIDER'S NAME: _____

PROVIDER'S ADDRESS: _____

PROVIDER'S PHONE NUMBER: _____

PROVIDER'S SIGNATURE: _____

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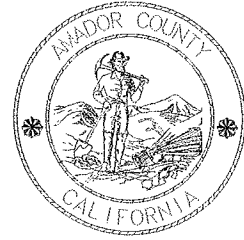
DATE: _____

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *JHP*

DATE: June 15, 2015

RE: RFP 15-07 System Improvement Plan (SIP)

On Thursday, June 4, 2015 at 1:30 PM Amador County Request for Proposals, RFP 15-07 were received, opened and read publicly for System Improvement Plan (SIP) services that included three (3) separate components: 1) Child Abuse Prevention, Intervention, and Treatment (CAPIT) and; 2) Community-Based Child Abuse Prevention (CBCAP) and; 3) Promoting Safe and Stable Families (PSSF). These services are required and funded via Federal grants and State realignment monies.

An Evaluation Committee was formed consisting of three (3) staff members from Social Services. Proposals were evaluated by each committee member based upon points assigned to a category item and then totaled and averaged for a final score. Interviews were not conducted as the information provided by each proposer was sufficient to determine the best candidate.

Of the two (2) firms evaluated for SIP services Nexus Youth & Family Services provided the best overall proposal and responses for all three components for the following reasons:

1. Demonstrated overall best quality and responsiveness to the RFP (i.e. well organized, easy to follow, including table of contents with minimal errors);
2. Presented the best responses including to serve more families with parent education, outreach to outlying areas, full day group courses, extensive trained parent volunteers and clear projected services and deliverables, etc.);
3. Clearly demonstrated best diverse long term staffing qualifications and experience in providing SIP requirements, including letters of recommendation for each staff person;
4. Offers multiple numbers of locations for services.

Based upon the Committee's review I submit the follow recommendation.

Recommendation: 1) Award RFP 15-07 to Nexus Youth & Family Services for System Improvement Plan (SIP) services for all three (3) components not to exceed \$83,000.00 for and; 2) Authorize the Health and Human Services Director, and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement, Nexus Youth & Family Services proposal dated June 4, 2015 and RFP 15-07 and; 3) Approve the Board Chairman to execute said agreements for the programs listed above contingent upon the Health and Human Services Director and County Counsel's approval.

Attachments: Evaluation Score Sheets
Sample Agreement
Nexus Youth & Family Services Proposal dated June 4, 2015
RFP 15-07

Proposal Evaluations RFP 15-07 System Improvement Plan

Evaluation Committee was made up of three members for Social Services

CATEGORIES

A. Quality and Responsiveness of the Proposal

A.1. Proposal contains all requested information, is organized, not missing or lacking material information, does not have numerous spelling or grammatical errors, is not laborious and provided relevant information. All information requested was included (i.e. Transmittal Letter, Scope of Work/Services, Staffing, Statement of Experience and Qualifications, Execution of Sample Agreement, Budget and Budget Narrative, Compensation and Project Schedule and Forms).

B. Scope of Work/Services

B.1. Provided an overview of the entire proposal describing the work and services to be provided (CAPIT, CBCAP, PSSF). The basic scope of services, objectives and intended results of the services were provided. The proposal addressed each item outlined in RFP. A summary of how the proposal meets the RFP requirements and why the proposer is best qualified to perform these services is included. Proposer discussed any requirements not addressed in this RFP and any constraints in providing the services listed herein.

C. Staffing

C.1. List of personnel who will be directly assigned to provide services, together with a discussion of each member's responsibilities and experience working on similar or same programs. Provide resumes for each staff member and include three (3) references. Include an organizational chart of personnel providing services. Also identify the extent of County personnel involvement deemed necessary, including number of hours required and expertise required of the County.

D. Experience and Qualifications

D.1. Description of the nature of the proposer's present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding client's names, titles, addresses and phone numbers. For any services referenced in the Statement of Experience and Qualifications include any relevant performance history with services provided, and list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.

E. Cost Proposal (Budget and Budget Narrative)

E.1. A detailed accounting of the estimated facility costs, salary or number of hours and hourly rates for each employee, supplies and equipment costs, travel, office support, overhead costs and all other service costs and administrative costs for the period of July 1, 2015 – June 30, 2016 for each proposed service (CAPIT, CBCAP, PSSF). Each proposed service shall be accompanied by a "not to exceed" cap on costs. In no event shall contract compensation exceed \$83,000.00.

TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent

TOTAL WEIGHT (100%)

TOTAL WEIGHTED POINTS

	Max Points	Proposers 0-20 Points	Weight	Proposer 1 ATCAA		Max Points	Proposers 0-20 Points	Weight	Proposer 2 NEXUS	
				Weighted Score	Weight				Weighted Score	Weight
	20	13	10%	6.50	10%	20	18.66	10%	9.33	
	20	14.66	25%	18.33	25%	20	18	25%	22.50	
	20	15	25%	18.75	30%	20	17.66	30%	22.08	
	20	12.66	10%	18.99	10%	20	17.66	10%	26.49	
	20	14.33		7.17		20	16.66		8.33	
	100	69.65	100.00%	69.73	100.00%	100	88.64	100.00%	88.73	

Exhibit B
SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2015 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Nexus Youth & Family Services, a California corporation (the "Contractor").

RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing after hours telephone crisis support services similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. **SERVICES TO BE RENDERED BY CONTRACTOR.** Upon written request by County's **Director of Health Services**, Contractor will provide **Contract Services for System Improvement Plan** to residents of Amador County referred by the **Director of Health Services** (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work.
2. **SERVICES TO BE RENDERED BY COUNTY.** County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. **CHANGES IN SCOPE OF SERVICES.** Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. **TERM; EARLY TERMINATION OF AGREEMENT.** This Agreement shall commence on the date of execution by County and shall terminate on **June 30, 2016**. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early

termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4.1 County shall have the right to terminate this Agreement upon **three (3) days** written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.

5.2 Contractor shall submit monthly invoices no later than thirty (30) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.

5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated

with the performance of the work shall create any contractual relation between any Subcontractor and County.

- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
 - 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

11. INSURANCE.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability Policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall

maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

11.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets,

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Nexus Youth & Family Services
Attn: Kathleen Pignataro, Executive Director
1001 Broadway, Suite 201
Jackson, CA 55642

To County: Amador County Health Services Department
Behavioral Health Division, Suite 300
10877 Conductor Boulevard
Sutter Creek, CA 94685

With a copy to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.

20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.

21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CONTRACTOR:
Nexus Youth & Family Services, a
California corporation

BY: _____
Brian Oneto,
Board of Supervisors

BY: _____
Kathleen Pignataro, Executive Director,
Federal ID No:

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____

payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or

persons in involuntary status may also be provided services if requested by County and approved by Contractor.

16. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants 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 the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.
17. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace available for review at: <http://www.amadorgov.org/Policies>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment C**.
18. HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA.

Through the Business Associate Agreement ("BAA"), ACHSD and Contractor have obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the establishment of proper procedures for the release of such information as required by HIPAA.

Each party hereby represents that it is and shall remain in compliance with the rules and regulations of HIPAA. Pursuant to sections 160.103, 164.502(e), 164.504(a), and 164.504(e) of HIPAA, Contractor must enter into a BAA with ACHSD, a copy of which is attached hereto as **Attachment D** attached and incorporated by this reference. Failure or refusal of a party to execute a BAA when required by law shall constitute a basis for termination of this Agreement in its entirety.

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach within 1 business day of discovery at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

HIPAA Privacy Officer, Amador County Health Services Department
Behavioral Health Division
10877 Conductor Blvd, Suite 300, Sutter Creek, CA 95685

ATTACHMENT A – SCOPE OF WORK

Includes:

- 1). Nexus Youth & Family Services Proposal date June 4, 2015
- 2). RFP 15-07

ATTACHMENT B – FEE SCHEDULE

Includes:

- 1). Nexus Youth & Family Services Proposal date June 4, 2015
- 2). RFP 15-07

DRAFT

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2013, made and entered into by and between the County of Amador and **XXXXXX**, a California corporation (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby **XXXX**, a California corporation (“Business Associate”) will provide certain services to Amador County Health Services Department, Behavioral Health Division (the “Covered Entity”) that may involve the access and use of certain information pertaining to individuals, which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations adopted pursuant to the Act.

B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.

C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, or more stringent provisions of State or Federal laws.

D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Amador County Health Services Department, Behavioral Health Division is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined shall have the meanings given to them in Title 45, Parts 160 and 164 of the Code of Federal Regulations and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Except as otherwise provided in this BAA, the Business Associate may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations if done by the Covered Entity. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows:

ATTACHMENT C – ALCOHOL POLICY

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE
AND DRUG & ALCOHOL TESTING
POLICY ACKNOWLEDGEMENT FORM
FOR CONTRACTORS**

The undersigned, authorized signatory for XXXXX, a California 501 (c) (3) non-profit corporation (the “Contractor”), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor’s officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment “C” is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: _____

Printed Name: _____ Date _____

Title: _____

Signature: _____

- A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.
- B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:
 - (1) The disclosure is required by law; or
 - (2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
 - (3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Further Disclosure of PHI. The Business Associate shall not use or further disclose any PHI received from or on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement.

5. Unauthorized Use or Disclosure of PHI. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware. In such report, the Business Associate shall:

-
- A. Identify the nature of the unauthorized use or disclosure;
 - B. Identify the PHI used or disclosed;
 - C. Identify who made the unauthorized use or received the unauthorized disclosure;
 - D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;
 - E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
 - F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information.

7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.

8. Amendments to Designated Record Sets. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164.526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.

9. Accounting of Disclosure. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164.528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of investigating or auditing the Covered Entity's compliance with the privacy requirements, in the time and manner designated by the Covered Entity or the Secretary.

11. Return or Destruction of PHI. Upon termination of the Agreement for any reason, the Business Associate shall:

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.

B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI for as long as the

Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.

12. Termination of Agreement. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.

13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.

14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Health Services
Department, Behavioral Health Division
("Covered Entity")

XXXX, a California corporation

By: _____
James Foley
Director of Health Services

By: _____
Director

Date: _____

Date: _____

County of Amador
REQUEST FOR PROPOSALS

RFP No. 15-07



Contract Services

For

System Improvement Plan

Deadline for Submission: 1:30 p.m. Thursday, **June 4, 2015**

UNDER NO CIRCUMSTANCES WILL LATE PROPOSALS BE ACCEPTED

Prepared for:
Department of Social Services
County of Amador
10877 Conductor Blvd.
Sutter Creek, CA 95685-9682
(209) 223-6550

COUNTY OF AMADOR

REQUEST FOR PROPOSALS 15-07

System Improvement Plan

PROJECT DESCRIPTION SUMMARY

The County of Amador is requesting proposals from qualified Proposers for the Department of Social Services (DSS) System Improvement Plan. Amador County Department of Social Services requests proposals from qualified consultants for improvement of existing programs and services outlined in Amador County System Improvement Plan (SIP) implementing efficiencies and innovative strategies while leveraging multiple funding resources. Social Services will distribute, through the competitive proposal process outlined in this Request For Proposals (RFP), approximately \$83,000 in combined CAPIT (Child Abuse Prevention, Intervention, and Treatment), CBCAP (Community-Based Child Abuse Prevention), and PSSF (Promoting Safe and Stable Families) funds for the period of July 1, 2015 through June 30, 2016. It is anticipated that one firm will be selected to perform all services related to the System Improvement Plan in collaboration with Amador County Department of Social Services. Although it is anticipated that one firm will be selected to perform all services related to CAPIT, CBCAP, PSSF, multiple firms may be selected to perform any program. Proposers must submit proposals for each service as programs have separate and distinct purposes and funding.

BACKGROUND

The program funding guidelines detailed in this RFP are consistent with those outlined in Amador County System Improvement Plan (SIP) for November 17, 2014 – November 17, 2019 submitted to the State Office of Child Abuse Prevention (OCAP). (Reference **Exhibit A**). This plan was developed using processes and activities such as: the Peer Quality Review, County Self-Assessment, SIP Community Partner and Stakeholder Survey, and community meetings.

Available Funding:

Approximately \$83,000 total dollars will be available for distribution for the period of July 1, 2015 – June 30, 2016. The breakdown of specific funding sources is as follows:

- CAPIT – approximately \$55,500 to focus on Home Visitation
- CBCAP – approximately \$13,800 to target child abuse prevention and early intervention through parent education
- PSSF – approximately \$13,700 to focus on parent education
PSSF total of about \$20,153.00 must be allocated to each of the following services as indicated:
 - Adoption promotion and support services about 2016 for parenting education and 2016 for counseling services.
 - Time-limited family reunification services about \$4,030.00
 - Family preservation about \$4,031.00
 - Family support services about \$8,600.00

Successful Proposers are likely to be those that, among other important selection criteria, propose strategies that leverage other funding sources and engage in collaborative working relationships to provide services in the most cost-effective manner.

SCOPE OF WORK/SERVICES

Proposers shall provide all labor, tax, bonds, insurance, permits, premiums, shipping, transportation, services, disposal, equipment, materials, and appurtenant facilities for System Improvement Plan. The purpose of the RFP is to solicit proposals to provide services as identified in the Amador County SIP plan (Reference **Exhibit A**).

The focus of these services will be on the prevention of child abuse and neglect specifically, as well as prevention and early intervention of other problem areas highly associated with child abuse and neglect such as domestic violence and alcohol and other drug use.

Proposed services must not duplicate or supplant existing programs, but may:

- expand existing programs to new service or geographic areas or new target service populations;
- make existing programs and services more effective through use of new and innovative strategies, and/or;
- create new programs or services.

Proposers are encouraged to think creatively about combining services into integrated programs to achieve goals most cost-effectively. This could be accomplished through collaboration with other agencies or within the Proposer's organization. Proposers are also encouraged to leverage these funds with other funds, existing or new, to maximize the investment value of these funds.

Proposers may integrate more than one goal into their program and services design. Proposers must propose a plan to achieve all the objectives and outcomes indicated under the goal or goals they select. Proposed programs and services must be designed and implemented to achieve the following outcomes across three years of funding.

All services must target abused or neglected children, or those children who are or might be at-risk of abuse and neglect, and their families.

The organization will conduct all activities in such a manner as to achieve the following objectives:

- Using CAPIT funds develop a home visitation program that will focus on the unmet needs area of limited in-home services for families in Amador County. The goal of the service will be to help identified families achieve access to services and supports needed. The focus of those services will be on providing family counseling, parent education and support, home visitation, transportation and MDT services.
- Using CBCAP funds develop parenting classes that will focus on the unmet needs area of lack of community resources. The goal of this service is to ensure that children and youth are nurtured, safe and engaged.

These services and programs may include, but not be limited to:

- Comprehensive support for parents
- Promoting meaningful parent leadership
- Improving family access to formal and informal resources
- Providing referrals for early health and development services

These funds are to foster the development of a continuum of preventive services through public-private partnerships that focus on the promotion of child abuse prevention.

Target populations are:

- Parents especially young parents and parents of young children
- Children and adults with disabilities
- Racial and ethnic minorities
- Members of underserved or underrepresented groups
- Homeless families and those at risk of homelessness

• Using PSSF funds develop parenting classes and counseling services to focus on the unmet need area of lack of community resources. The goal of this service is to ensure that children and youth are nurtured, safe and engaged. The four service areas are defined below:

- Time limited family reunification
- Parenting classes to be in the following PSSF activity areas:
- Family Preservation
- Family Support
- Adoptions Promotions and Support

Definitions:

Time-Limited Family Reunification Services – means the services and activities that are provided to a child that is removed from their home and placed in foster family home or a child care institution, and to the parents or primary caregiver of such a child, in order to facilitate the reunification of the child, safely, appropriately and in a timely fashion, but only during the 15 month period that begins on the date the child is considered to have entered foster care. Services and activities in include but are not limited to:

- Individual, group and family counseling
- Mental health services
- Assistance to address domestic violence
- Transportation to or from any of the services and activities described above

Family Preservation – services for children and families designed to help families (including adoptive and extended families) at risk or in crisis. Parenting classes to include:

- Services designed to improve parenting skills (by reinforcing parents' confidence in their strengths, and helping them to identify where improvement is needed and to obtain assistance in improving those skills) with respect to matters such as child development, family budgeting, coping with stress, health and nutrition.

Family Support Services – community-based parenting classes to promote the safety and well-being of children and families designed to:

- Increase the strengths and stability of families
- Increase parents' confidence and competence in their parental capacity
- Afford children a safe, stable and supportive family environment
- To strengthen parental relationships, promote healthy marriages, and otherwise to enhance child development

Adoption Promotion and Support Services – means services and activities designed to ensure permanency for children through family reunification, by adoption or by another permanent living arrangement. Such activities include but are not limited to:

- Pre-and post-adoptive services as necessary to support adoptive families so that they can make a lifetime commitment to their children
- Activities designed to expedite the adoptive process and support adoptive families.

THE COUNTY'S ROLE

Amador County Department of Social Services management personnel will provide coordination and oversight of the work. DSS management will also serve as a resource in a collaborative effort with the successful Proposer. County staff will also work collaboratively with proposers to develop acceptable reporting forms and review and approve reports submitted with quarterly billings.

COMPENSATION AND REIMBURSEMENT OF EXPENSES

Compensation for the services listed in the proposal shall not exceed the total projected costs for the work. Proposer shall submit for review and approval invoices detailing the services provided during each invoice period. The invoice shall utilize a simple, easy to understand format that has been approved by the County.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

PROPOSAL CONTENT

The proposal is not limited to the number of pages in length including the Transmittal Letter, Scope of Work/Services and any other requested attachments; as a reference see the Checklist (Form 2). Proposers shall submit separate proposals for each service (CAPIT, CBCAP, PSSF). The proposal shall include the following as a minimum:

1. **Cover Page:** Firm name, title of proposal, and date of proposal.
2. **Transmittal Letter:** Shall include the legal name of the agency or organization making the proposal, business address, name, title, address, email address, and telephone number of contact person. The letter shall be signed by a principal or officer of the firm.
3. **Scope of Work/Services:** An overview of the entire proposal describing the work and services to be provided (CAPIT, CBCAP, PSSF). The summary should:
 - a. Present the proposer's basic scope of services, objectives and intended results of the services to be provided. Proposal should address each item outlined in RFP

- b. Should summarize how the proposal meets the RFP requirements and why the proposer is best qualified to perform these services.
 - c. Discuss any requirements **not** addressed in this RFP and **any constraints** in providing the services listed herein.
4. **Staffing:** List of personnel who will be directly assigned to provide services, together with a discussion of each member's responsibilities and experience working on similar or same programs. Provide resumes for each staff member and include three (3) references. Include an organizational chart of personnel providing services. Also identify the extent of County personnel involvement deemed necessary, including number of hours required and expertise required of the County.
5. **Statement of Experience and Qualifications:** Description of the nature of the proposer's present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding client's names, titles, addresses and phone numbers. For any services referenced in the Statement of Experience and Qualifications include any relevant performance history with services provided, and list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.
6. **Execution of Sample Agreement:** A statement that the Sample Agreement (**see Exhibit B**) has been reviewed by the principal or officer of the firm, and a list of any exceptions or changes that are requested prior to execution of the Agreement. Services may be extended for two (2) consecutive years pending mutual agreement by both parties.

Upon request by County, the proposer shall be required to sign a Business Associate Agreement with Amador County in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see Attachment D in the Sample Agreement).

No requests for changes to the Agreement will be entertained other than those presented in the proposal.

7. **Budget and Budget Narrative:** A detailed accounting of the estimated facility costs, salary or number of hours and hourly rates for each employee, supplies and equipment costs, travel, office support, overhead costs and all other service costs and administrative costs for the period of July 1, 2015 – June 30, 2016 for each proposed service (CAPIT, CBCAP, PSSF). Each proposed service shall be accompanied by a "not to exceed" cap on costs. In no event shall contract compensation exceed \$83,000.00.
 - The Proposer's annual budget; a line-item budget for the program/services proposed; and the program/services Budget Narrative explaining how the line-item numbers were derived and providing justification of the costs listed, including costs by units of services and full time equivalent FTE as appropriate.
 - How the CAPIT requirement for a 10% cash or in-kind match will be achieved.
 - Other sources of funding that will be leveraged with CAPIT/CBCAP/PSSF monies to accomplish the proposed goals and outcomes.
 - The Budget Sample Form 1 included in this RFP and is the format in which Proposers are recommended to submit their proposed budget. Proposers may

develop their own budget form providing the information submitted is consistent with that requested on Form 1.

8. **Compensation:** The proposer's proposal for how it expects to be compensated for providing all of the services required by the Agreement, to include hourly rates for all personnel expected to perform any portion of the Work.
9. **Project Schedule and Forms:** The proposer shall submit a detailed proposed schedule identifying all tasks and projected dates of completion for project milestones. Proposers shall complete and submit the Certification of Proposer Affirmative Action Program form, Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions form and Certificate of Knowledge - Labor Code Section 3700 form with their proposal.

PROPOSAL SUBMITTAL:

Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:

1. Submit one (1) original signed proposal marked "Original", **four (4)** bound proposal copies and **one (1)** electronic copy (CD or flash drive) in Microsoft Word formats no later than **1:30 p.m. Thursday, June 4, 2015** to:

Mail: Amador County General Services Administration, 12200-B Airport Road, Jackson, CA. 95642;

Physical Location: Amador County General Services Administration, 12200-B Airport Road, Martell, CA. 95654.

Normal business hours are Monday through Friday 8:00 a.m. to 5:00 p.m. and staff can be reached at (209) 223-6375.

(Note: Firms selected for interview may be required to submit additional copies.)

The proposal must be submitted in an envelope clearly marked with the name and title of the proposal **RFP 15-07 SYSTEM IMPROVEMENT PLAN (SIP)**; and indicate which service is proposed (**CAPIT, CBCAP, PSSF**). The proposer's return address and the proposal number must appear on the outside of the envelope.

2. Proposals received incomplete or late, for any reason, may not be accepted.
3. All proposals submitted in response to this RFP will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the proposals. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected proposer.
4. Proposals submitted to the County become public documents subject to disclosure once the proposal is awarded. If the proposer considers any portion of their proposal to be confidential, the proposer must label each and every page of the confidential portions as: "Trade Secret", "Confidential" or "Proprietary." The proposer must also list the confidential material at the beginning of its proposal, and provide justification

for not making such material public. The County shall have the sole discretion to disclose or not disclose such material, subject to any protective order that the proposer may obtain, but it is incumbent on the proposer to assert its rights to confidentiality.

Please note: The successful Proposer shall be expected to fully meet all representations made in its proposal, including demonstration of the project understanding, work plan, project schedule, project team, and cost proposal.

EVALUATION OF PROPOSALS

The County staff will evaluate the proposals as described below. Questions concerning the project and/or proposal requirements should be directed to www.publicpurchase.com, or call General Services at (209) 223-6375.

1. Proposals shall be opened and examined to ensure that each complies with the requirements of the RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.
2. Prior to final selection, a short list of qualified and responsive proposers may be requested to participate in an interview and/or be asked to submit additional information for clarification. The purpose of the interview and acquisition of additional information will be to provide an opportunity for each proposer to present their qualifications and proposals in person and/or to answer any questions that the County may have regarding the proposer's submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is compiled. It is anticipated that not less than three (3) firms will be selected to be interviewed to discuss their proposal and qualifications; however, based upon qualifications, the County may at its option choose to interview more than three (3) qualified Proposers or only one Proposer or select a Proposer based solely on evaluating written proposals only.
3. If agreement cannot be reached with the top ranked Proposer, the County will then contact the next highest scored firm and attempt to negotiate a contract scope of work and fee. This process will be continued until a contract scope of work and fee is successfully negotiated, or until the County determines to cease negotiations with any firm.
4. The County is an Equal Opportunity/Affirmative Action Employer and the successful proposer will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Proposers should be familiar with the Employers' Practical Guide to Reasonable Accommodations Under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor's Office of Disability Employment Policy.
5. All proposals are evaluated to determine whether or not they met all the requirements of the RFP. Proposals are individually weighed and scored as assigned to a category item. The result is a weighted score. Each category item may include multiple sub-categories each assigned a point range of **0 to 20**.
6. The rating scale establishes standards by which points are assigned to proposals, and it ensures that members of the Evaluation Committee evaluate each proposal with consistency. An Evaluation Committee is formed and the number of its members is

determined by the County’s Purchasing Agent based upon each member’s professional background, interest and complexity of the RFP. Each committee member conducts an individual evaluation of each proposal. Each member’s total points are combined and averaged to determine those top ranked proposals. The County may choose to develop a Short List and/or select a proposal using this criterion. If a Short List is developed, those proposers offered an interview may have the opportunity to make a presentation and/or answer questions the Committee may have. The purpose is to seek further clarification and understanding of each proposal.

Proposals will be evaluated based on the rating scale and criteria listed below:

Proposals will be evaluated for each service proposed (CAPIT, CBCAP, PSSF) based on the rating scale and criteria listed below:

<u>CATEGORIES</u>	Possible Points	Weight
Quality and Responsiveness of the Proposal	20	10%
Scope of Work/Services	20	25%
Staffing	20	25%
Experience and Qualifications	20	30%
Cost Proposal (Budget and Budget Narrative)	20	10%
	Total	100
		100%

TERMS OF REQUEST FOR PROPOSALS

1. **Acceptance of Proposals:** The County reserves the right to reject any and all proposals and to waive any informality, technical defect, or clerical error in any proposal and to request additional information from all proposers. This RFP is not an offer to contract.
2. **Oral Communications:** Any oral communication between the County and the proposer is not binding, nor will it modify the RFP in any way.
3. **Amendments:** We expect that you may have questions as you prepare your response to the RFP and/or changes may be necessary. To handle questions or changes most effectively and to ensure that everyone has the same information, we request that you promptly send your question(s) to www.publicpurchase.com. Proposers should register at www.publicpurchase.com to view and/or download information regarding this RFP (please see Electronic Disclaimer below). Questions must be received no later than **May 29, 2015 at 1:30 p.m.** Should it be found necessary, the County of Amador General Services Administration Director, or his designee, shall issue a written amendment or respond to questions which will be posted to www.publicpurchase.com. Anyone acquiring “hard copies” from the office of General Services shall be placed on a “Holders List” and notified of any changes. Amendments issued must be signed and included in your proposal.

4. **Proposal Cost:** The cost of developing the proposal is the sole responsibility of the proposer; the County is not liable for any costs incurred by those submitting proposals.
5. **Proposal Submission:** Proposers may submit proposals by any means (e.g., U.S. Mail, Fed Ex, courier, etc.). Proposals must be received at the physical address noted by the deadline.
6. **Basis for Proposal:** The RFP and any amendments to it represent the most definitive statement the County will make concerning information upon which proposals are to be based. Proposers will be assumed to have thoroughly examined these documents.
7. **Right to Negotiate:** The County reserves the right to negotiate any fee or any provision, accept any part, or all parts of any and all Proposals whichever is in the best interest of the County. The County intends to negotiate only with those firms whose Proposals meet the requirements of the County.
8. **County's Official Hard-Copies:** Failure to obtain the County's official hard-copies of this RFP and contract documents may result in prospective proposers being disqualified and may not be notified of any amendments or changes which may also disqualify any proposers. Proposers obtaining this RFP and contract documents directly from the Department of General Services will be placed on the official RFP holders list. In order to be placed on the County's RFP holders list, a purchase or receipt of the RFP information and documents from General Services Administration office is required (email is an acceptable form of a receipt only if confirmed by both the County and Proposer).

All proposers must contact the County to receive copies of current RFP documentation. Proposers who rely on information obtained from plan rooms or any web site accept responsibility for any inaccurate or incomplete information. **DISCLAIMER REGARDING ELECTRONIC INFORMATION:** Computer-based and electronic information ("Electronic Information") for Amador County **RFP 15-07 SYSTEM IMPROVEMENT PLAN (SIP)** is provided solely for the convenience of prospective proposers, and are not considered part of the contract documents. No representation or warranty is made, either expressed or implied, with regard to the accuracy or suitability of said Electronic Information for any purpose whatsoever. It is the responsibility of prospective proposers to verify all aspects of the Electronic Information against the County's official hard-copies of the contract documents. In the event of any conflict between the County's official hard-copies of the contract documents and the Electronic Information, the official hard-copies of the contract documents shall govern. Utilization or viewing of said Electronic Information shall constitute implicit acknowledgement and acceptance of the provisions of this paragraph.

9. **Verbal Agreement or Conversation:** No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this RFP.
10. **Background Check:** The County reserves the right to conduct a background inquiry of each proposer, which may include collection of appropriate criminal history information, contractual and business associations, business practices, employment

histories, and reputation in the business community. By submitting a proposal to the County, the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PROTEST PROCEDURE

1. Proposers may file a written protest with the Amador County Purchasing Agent not later than **five (5)** working days after of the date of **notification by the Purchasing Agent or his designee which may be by telephone, letter and/or email.**
2. The protest shall be delivered or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:
 - a. Include the name, address, and business telephone number of the protestor;
 - b. Identify the project under protest by name, RFP/Q number, and RFP/Q date;
 - c. Contain a concise statement of the grounds for protest including alleged violations of Federal, State, or local law; provided, however, RFP or RFQ process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the proposal opening date to allow adjustments before evaluation of proposals and;
 - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

PROTEST REVIEW

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than **fifteen (15)** working days after receipt of the protest.
2. If the protested procurement involves Federal or State funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate Federal or State agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within **five (5)** working days of the dispatch of notification to the interested party(ies).
3. Purchasing Agent decisions may be appealed in writing to the Amador County Board of Supervisors prior to the award date, which is given in the notification. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with Federal or State funds.

EXHIBITS

- A. Amador County System Improvement Plan (SIP) for 2014-2019
- B. Sample Agreement

**BUDGET EXAMPLE
(Form 1)**

July 1, 2015 through June 30, 2016

Expenses	Narrative	In-Kind	Requested Funding amount and source (pssf, capit, or cbcap)	Budget Totals
Personnel				
Salaries -	One position per line			
Total benefits				
Contracted services				
	Total Personnel			
Operating Costs				
Office/project supplies				
Rent				
Travel/training				
Educational Materials				
Liability /other insurance				
Evaluation costs				
	Total Operating Costs			
	TOTAL BUDGET			

**Grant Proposal Checklist
(Form 2)**

(CAPIT/CBCAP/PSSF) Grant

July 1, 2015 through June 30, 2016.

The following items must be included in your proposal package. The list is intended for your internal use and is not to be submitted with your proposal.

1. Cover Page
2. Transmittal Letter
3. Scope of Work/Services
4. Staffing
 - a. Organizational chart of personnel.
 - b. Resumes, job descriptions and qualifications' statements.
 - c. How staff will be accountable for providing quality service and achieving proposed outcomes.
5. Statement of Experience and Qualifications
 - a. Description of the management structure.
 - b. ATTACH the Proposer's organizational chart; including "new" services.
 - c. ATTACH Proposer's Board of Directors' Roster and Public Agencies list of active supporters and collaborative partners.
 - d. ATTACH State letter recognizing Proposer's non-profit status and copy of most recent annual audit.
 - e. ATTACH the organizational chart of the "lead" agency AND ALSO ATTACH a "blended" organizational chart.
6. Execution of Sample Agreement including list of any exceptions or changes.
7. Budget and Budget Narrative for each proposed service (CAPIT, CBCAP, PSSF).
8. Compensation.
9. Project Schedule and Forms
10. Four (4) bound proposal copies and one electronic copy in Microsoft Word.
11. Certification of Proposer Affirmative Action Program
12. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions
13. Certificate of Knowledge - Labor Code Section 3700

CERTIFICATION OF PROPOSER AFFIRMATIVE ACTION PROGRAM

The Proposer hereby certifies that he/she is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Name

Title

Proposer

 *Sign Here*

Signature of Proposer

Date

Business Address

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSIONS**

The Proposer certifies, by submission of this Proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, contracts, and subcontracts. Where the Proposer/Offerer/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Proposal.

Name

Title

Proposer

 *Sign Here*

Signature of Proposer

Date

Business Address

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for the worker's compensation or to under self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this Contract.

Name

Title

Proposer

 *Sign Here*

Signature of Proposer

Date

Business Address

