



**Department of Health & Human Services
COUNTY OF HUMBOLDT**

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COUNTY OF HUMBOLDT

Request for Proposals No. DHHS2022-03

CHILD PROTECTION REPORTING GUIDE IMPLEMENTATION

Humboldt County, California
Issued: August 9, 2022

Proposals Due: September 9, 2022 (received by 4:00 p.m.)

**Humboldt County Department of Health & Human Services
507 F Street
Eureka, California 95501**

REQUEST FOR PROPOSALS NO. DHHS202 -
CHILD PROTECTION REPORTING GUIDE IMPLEMENTATION

Table of Contents

Contents

1.0	DEFINITIONS:.....	1
1.1	Terms:.....	1
1.2	Abbreviations:	1
2.0	INTRODUCTION:	1
3.0	PRELIMINARY SCOPE OF SERVICES:.....	2
3.1	Outline of Anticipated Services:	2
4.0	REQUIREMENTS STATEMENT:.....	4
4.1	Eligibility Requirements:	4
4.2	Performance Standards:.....	5
5.0	SCHEDULE OF EVENTS:	6
6.0	GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:.....	6
6.1	Proposal Submission:	6
6.2	Withdrawal of Submitted Proposals:	6
6.3	Proposal Modification:.....	7
6.4	Proposer Investigations:	7
6.5	Public Records and Trade Secrets:	7
6.6	Conflict of Interest:	7
6.7	Expenses Incurred in Preparing Proposals:.....	7
6.8	Right to Reject Proposals:.....	7
7.0	REQUIRED FORMAT OF PROPOSALS	8
7.1	General Instructions and Information	8
7.2	Introductory Letter	9
7.3	Signature Affidavit.....	9
7.4	Table of Contents	9
7.5	Professional Profile	9
7.6	Project Description.....	10
7.7	Cost Proposal.....	11
7.8	Supplemental Documentation	12
7.9	References	12
7.10	Evidence of Insurability and Business Licensure.....	12
7.11	Exceptions, Objections and Requested Changes	13

7.12	Required Attachments	13
8.0	MODIFICATION OF THE RFP PROCESS:.....	13
8.1	Requests for Clarification or Correction	13
8.2	Addenda	13
9.0	EVALUATION CRITERIA AND SELECTION PROCESS	14
10.0	CONTRACT DEVELOPMENT	15
10.1	Contract Negotiation Process	15
10.2	Scoping Meetings	15
10.3	Award of Final Professional Services Agreement.....	15
10.4	Contractual Requirements	15
11.0	CANCELLATION OF THE RFP PROCESS:	18
	ATTACHMENT A – SIGNATURE AFFIDAVIT	19
	ATTACHMENT B – COST PROPOSAL FORM	20
	ATTACHMENT C – REFERENCE DATA SHEET.....	22
	ATTACHMENT D – SAMPLE PROFESSIONAL SERVICES AGREEMENT	24

1.0 **DEFINITIONS:**

1.1 **Terms:**

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **Child Protection Reporting Guide.** As used herein, the terms “Child Protection Reporting Guide” or “CPRG”, refer to the web application and accompanying document that assists community members and professionals in determining whether to file a report of suspected child abuse with Child Welfare Services.
- C. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Health and Human Services – Child Welfare Services agency.
- D. **Professional Services Agreement.** As used herein, the terms “Professional Services Agreement” or “Agreement” refer to the contract awarded to the Successful Proposer regarding the provision of child protection reporting guide implementation.
- E. **Proposal.** As used herein, the term “Proposal” refers to an offer submitted in accordance with this Request for Proposals to provide child protection reporting guide implementation for a specified sum of money.
- F. **Proposer.** As used herein, the term “Proposer” refers to any agency or organization submitting a Proposal in response to this Request for Proposals.
- G. **Services.** As used herein, the term “Services” refers to child protection and reporting guide implementation.
- H. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to an agency or organization that the County selects to enter into a final Professional Services Agreement with after the evaluation, review and selection processes set forth in this Request for Proposals have been completed.

1.2 **Abbreviations:**

- A. **C.F.R.** As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations.
- B. **CPRG.** As used herein, the abbreviation “CPRG” refers to the Child Protection Reporting Guide.
- C. **CQI.** As used herein, the abbreviation “CQI” refers to Continuous Quality Improvement.
- C. **DHHS – CWS.** As used herein, the abbreviation “DHHS – CWS” refers to the Child Welfare Services agency of the Humboldt County Department of Health and Human Services.
- D. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of Child Protection Reporting Guide Implementation.

2.0 **INTRODUCTION:**

The County of Humboldt (“County”), by and through its Department of Health and Human Services – Child Welfare Services (“DHHS – CWS”), is issuing this Request for Proposals (“RFP”) to solicit Proposals from qualified professionals to provide Child Protection Reporting Guide (“CPRG”) Implementation services (the “Services”) for the community of Humboldt County. Humboldt County DHHS – CWS has contracted with Evident Change for the development of a web-based CPRG. Evident

Change has developed similar guides for other jurisdictions. The CPRG is intended to serve as a web-based guide that community members and professionals can use in determining whether concerns they may have about a child should be reported to Child Welfare Services. The intended goals of the web-based CPRG are to:

- Assist reporters as they gain familiarity with child abuse and neglect reporting threshold.
- Help ensure that children and families requiring a child protection response are promptly reported.
- Provide links to information about alternative options for reporters to assist children and families who do not meet the statutory child protection reporting thresholds.

The CPRG is intended to complement rather than replace critical thinking and provides a recommendation on whether a report to Child Welfare Services should be made. Using the CPRG does not prohibit a reporter from any course of action the reporter believes is appropriate. The CPRG incorporates design principles that help focus on the most critical pieces of information for the decision at hand. The CPRG reflects the consensus of multiple child protection agencies and community partners concerning situations that are best served through a formal child welfare response and those that are best served through alternative interventions. The CPRG and accompanying web application are near completion. In order to ensure long-term viability of the project, the County is seeking a qualified agency to facilitate initial implementation and ongoing management of the CPRG, which includes outreach and education to mandated reports and the community at large, development and deployment of informational and training resources, and on-going training on the CPRG. The Successful Proposer must have the ability to provide qualified and experienced staff to perform Services equivalent to those set forth in this RFP. This RFP is a non-binding solicitation and may be canceled by the County at any time.

3.0 PRELIMINARY SCOPE OF SERVICES:

This section presents a preliminary scope of services to generally communicate the County's expectations regarding the provision of the Services solicited hereby. A precise scope of services will be developed by the County and the Successful Proposer and incorporated into the final Professional Services Agreement awarded pursuant to this RFP process.

3.1 Outline of Anticipated Services:

The outline of anticipated Services presented herein is for the primary purpose of allowing the County to compare Proposals submitted in response to this RFP. The precise scope of Services that will be incorporated into the final Professional Services Agreement resulting from this RFP process shall be the subject of negotiations between the County and the Successful Proposer.

A. Infrastructure. The Successful Proposer will be required to build the infrastructure necessary to support community capacity building, training, education and outreach, and ongoing implementation of the CPRG. The types of infrastructure services the Successful Proposer may be required to provide pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:

1. Identify community, Tribal and prevention partners for ongoing steering committee that will guide and support first year of CPRG implementation.
2. Outline key responsibilities of steering committee, which will include at minimum: creation of a training plan, an education and outreach plan, and implementation support of community member use of the CPRG.
3. Identify existing community infrastructure for potential alignment with purpose and goals of CPRG to support long-term capacity building and sustainability.
4. Engage steering committee in ongoing communication and facilitate quarterly steering

committee meetings to support infrastructure development and offer consultation on implementation issues.

5. Provide remote implementation support via telephone, email or web meetings to support community member use of the CPRG.
6. Continue to work to identify and support existing community infrastructure and organizations aligned with the purpose and goals of the CPRG to support long-term capacity building and sustainability.
7. Consult with DHHS-CWS regarding CPRG implementation strategies.

B. Training and Training Information/Outreach. The Successful Proposer will be required to facilitate ongoing training and support for the community's implementation of the CPRG. The types of training services the Successful Proposer may be required to provide pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:

1. In collaboration with DHHS-CWS, develop an annual CPRG community training plan aligned with existing mandated reporter trainings being provided throughout the County, including lead staff, frequency of training, and desired training metrics or evaluation.
2. In collaboration with DHHS-CWS, finalize CPRG training materials to support ongoing community training.
3. Identify and engage key community sectors by providing sector-specific training sessions to launch CPRG tool and plan for sector-specific implementation. This may include working with leads at each sector to augment existing mandated reporter trainings.
4. Facilitate community-wide training sessions on utilization of the CPRG.
5. Establish ongoing structure to support lead trainers within key community sectors to support implementation and to receive feedback about the CPRG from within their agencies.
6. In collaboration with DHHS-CWS, develop an annual education and outreach plan to disseminate information throughout the community about training opportunities and general information about the CPRG.
7. Provide bi-annual reports to DHHS-CWS, including at minimum, the number of trainings held, number of attendees and the number and type of education and outreach events and activities conducted.

C. Refinement. The Successful Proposer will be required to partner with DHHS-CWS and Evident Change to facilitate revisions of the CPRG manual and web-application through identification and aggregation of community feedback. The types of refinement services the Successful Proposer may be required to provide pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:

1. Gather ongoing community feedback about tool utility, structure, and definitions through the first year of implementation.
2. Identify feedback on a rolling basis, and provide recommendations to DHHS-CWS regarding simple fixes that will enhance and improve the CPRG.
3. Aggregate feedback that will require further review to explore with community workgroups, to be held a minimum of two (2) times during the first year of implementation.
4. Submit recommendations regarding changes to definitions, additional definitions or

additional decision-trees to DHHS-CWS on a bi-annual basis.

- D. Continuous Quality Improvement.** The Successful Proposer will be required to partner with DHHS-CWS and Evident Change on a data-informed process to guide Continuous Quality Improvement (CQI) efforts to assess intended outcomes over time. The types of CQI services the Successful Proposer may be required to partner with DHHS-CWS pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:
1. Finalize the CPRG data dashboard and data sources that will be used to monitor ongoing implementation, including review of existing administrative and qualitative data that will be used to establish a baseline.
 2. Monitor the frequency of data transfers from web-application and determine if additional data-sharing protocols are needed.
 3. Customize a generalized theory of change or logic model to establish local consensus goals for CQI and outcome evaluation.
 4. Develop a written CQI process and evaluation plan to guide ongoing examination of implementation, desired benchmarks, and to create feedback loops to inform adjustments as needed.
 5. Design methodologies to be used in initial and ongoing CQI plan with steering committee based on consensus goals, timeline, and available resources.

4.0 REQUIREMENTS STATEMENT:

4.1 Eligibility Requirements:

- A. Mandatory Qualifications.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
1. Proposers must have at least three (3) years of experience providing Services equivalent to those set forth in this RFP.
 2. Proposers must have extensive knowledge of, and familiarity with, any and all local, state and federal laws, regulations, policies, procedures, standards, guidelines, frameworks and contractual requirements applicable to the provision of Services equivalent to those set forth in this RFP.
 3. Proposers must possess adequate resources, or have the ability to obtain such resources during the term of the final Professional Services Agreement, that are necessary to provide Services equivalent to those set forth in this RFP.
 4. Proposers must employ an adequate number of staff to ensure the efficient and effective provision of Services equivalent to those set forth in this RFP.
 5. Proposers must not have a record of unsatisfactory performance, lack of integrity or poor business ethics.
 6. Proposers must have the ability to adjust their data collection, reporting and audit practices in order to meet the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto.

- B. Preferred Qualifications.** Proposals which demonstrate that all, or a portion, of the following conditions have been satisfied will be given preference over those that do not:
1. The Proposer has five (5) or more years of experience providing Services equivalent to those set forth in this RFP.
 2. The Proposer has the ability to start providing Services equivalent to those set forth in this RFP on or before July 1, 2022.
 3. The Proposer has extensive knowledge of the billing and organizational productivity requirements and standards applicable to the provision of Services equivalent to those set forth in this RFP.
- C. Licensure, Certification and Accreditation Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements at the time of contract execution, including a County business license.

4.2 Performance Standards:

A. General Duties and Obligations of the Successful Proposer.

1. The Successful Proposer shall ensure that Services equivalent to those set forth in this RFP are provided by qualified, efficient and discreet employees in strict accordance with any and all applicable local, state and federal, laws, regulations, policies, procedures, standards, guidelines and frameworks and any and all standard and special instructions provided by DHHS – Child Welfare Services.
2. The Successful Proposer shall have the sole responsibility of paying the salaries, taxes and all other expenses relating to all staff and personnel employed thereby. All staff and personnel responsible for providing Services equivalent to those set forth in this RFP shall be employees of the Successful Proposer and shall at all times be subject to the direct supervision and control of the Successful Proposer.
3. The Successful Proposer shall be available to confer with DHHS – Child Welfare Services staff regarding the provision of Services equivalent to those set forth in this RFP.

B. Confidentiality Requirements.

The Successful Proposer shall not disclose, use or copy any proprietary information obtained during the provision of Services equivalent to those set forth in this RFP without first obtaining DHHS – Child Welfare Services’ express written consent.

C. Reporting Requirements.

1. The Successful Proposer shall provide DHHS – Child Welfare Services with any and all fiscal, evaluation and other reports related to the provision of Services pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process that may be reasonably required to ensure compliance therewith.
2. The Successful Proposer shall submit one (1) hard copy and one (1) electronic copy of any and all reports required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process in a format that complies with the

Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Standard Time. The County reserves the right, with proper notice, to adjust this tentative schedule, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustment to the following schedule of events shall be provided to all Proposers.

EVENT	DATE
RFP Issued by County:	August 9, 2022
Deadline for Submission of Written Questions:	August 19, 2022
Deadline for Responses to Questions:	August 26, 2022
Deadline to Submit Proposals:	September 9, 2022, 4:00 p.m.
Completion of Proposal Evaluation Process:	September 16, 2022, 2022
Completion of the Contract Development Process:	October 21, 2022
Recommendation of Award to Board of Supervisors:	January 10, 2023
Contract Start Date:	January 10, 2023

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Proposal Submission:

Proposers shall prepare and submit one (1) original Proposal and one (1) electronic copy thereof, in PDF format on a flash drive, by **4:00 p.m. Pacific Standard Time, September 9, 2022**. Proposals shall be signed by an authorized representative of the Proposer and placed in a sealed envelope clearly marked as “**RFP No. DHHS2022-03**” along with the name and address of the Proposer and the closing date and time for submission of Proposals. Proposals that are unsigned, or signed by an individual not authorized to bind the Proposer, will be rejected. Proposals shall be mailed to the following address:

COUNTY: Humboldt County DHHS – CWS
Attention: Senior Staff Services Analyst Ashley Garrett
507 F Street
Eureka, California 95501

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened. Additionally, any Proposal received after the above-referenced date and time for submittal will be rejected and returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFP precludes the County from extending the deadline for submission of Proposals, or from requesting additional information at any time during this RFP process.

6.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal at any time prior to the deadline for submission of Proposals by submitting written notification of withdrawal signed by an authorized representative of the Proposer. Proposals will become the County’s property after the submission deadline has passed.

6.3 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. All handwritten modifications must be made in ink and properly initialed by the Proposer's authorized representative. It is the responsibility of the Proposer to ensure that modified Proposals are resubmitted before the submission deadline in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline.

6.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make all investigations necessary to ascertain its ability to comply with the requirements set forth in this RFP. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to make such investigations will not relieve the Successful Proposer from the obligation to comply with all of the requirements set forth in this RFP. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

6.5 Public Records and Trade Secrets:

Any and all Proposals and materials submitted in response to this RFP shall become the County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFP, and all Proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws, regulations and standards. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "Proprietary Information" at the top of the page in at least one-half (0.5) inch letters. Specifically identified proprietary information, will not be released, if the Proposer agrees, in writing, to indemnify and defend the County in any action brought to disclose such information.

By submitting such information, the Proposer agrees that the County's failure to contact the Proposer prior to the release of such proprietary information contained therein will not be a basis for liability by the County, or any employee thereof.

6.6 Conflict of Interest:

By submitting a Proposal in response to this RFP, each Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been retained to assist in procuring the final Professional Services Agreement resulting from this RFP process, nor that any such person will be employed in the performance of such Professional Services Agreement without immediate divulgence of such fact to the County.

6.7 Expenses Incurred in Preparing Proposals:

The County shall not accept any responsibility for, or pay any costs or expenses associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal. Such expenses are to be borne exclusively by the Proposer.

6.8 Right to Reject Proposals:

The County reserves the right to reject any and all Proposals or to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection.

7.0 **REQUIRED FORMAT OF PROPOSALS:**

7.1 **General Instructions and Information:**

- A. **Content Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments.
 2. Proposals must be submitted by a single Proposer. Collaborative and/or multi-agency Proposals will not be considered for award.
 3. Proposals must be complete and specific unto themselves. For example, “*See Enclosed Manual or Brochure*” will not be considered an acceptable response.
 4. Proposals must contain information which enables the County to properly evaluate the Proposer’s ability to provide Services equivalent to those set forth in this RFP.
 5. Proposals must contain information which enables the County to properly evaluate the Proposer’s ability to comply with the requirements set forth in this RFP.
 6. Any and all information, statements, letters and other documentation and attachments required by this RFP must be included in the Proposal.
 7. Receipt of any and all Addenda to this RFP, must be acknowledged on the RFP Signature Affidavit sheet attached to the Proposal.
- B. **Presentation Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
1. Proposals must be uniformly typed in twelve (12) point font with each section and subsection clearly titled, each page consecutively numbered, including all attachments, and each page having one (1) inch margins.
- C. **Formatting Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals shall consist of all of the following sections:
- 1.0 Introductory Letter
 - 2.0 Table of Contents
 - 3.0 Signature Affidavit
 - 4.0 Professional Profile
 - 5.0 Project Description
 - 6.0 Cost Proposal
 - 7.0 Supplemental Documentation
 - 8.0 References
 - 9.0 Evidence of Insurability and Business Licensure

10.0 Exceptions, Objections and Requested Changes

7.2 **Introductory Letter:**

The introductory letter shall, in one (1) page or less, describe the Proposer's qualifications, experience and vision regarding the provision of Services equivalent to those set forth in this RFP. The introductory letter must also provide the Proposer's contact information, including, without limitation, the name, address and telephone number of a representative that is authorized to communicate with the County on behalf of the Proposer.

7.3 **Signature Affidavit:**

Each Proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

Failure of the Proposer to submit a signed Signature Affidavit shall result in AUTOMATIC disqualification of the Proposal.

7.4 **Table of Contents:**

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 10.0, and any subsections thereof, in the order listed above with sequential page numbers.

7.5 **Professional Profile:**

Proposals shall include a clear and concise narrative that identifies the Proposer's ability to provide Services equivalent to those set forth in this RFP.

A. **Organization Overview.** The professional profile must contain an overview of the structure and operation of the Proposer's organization, which includes, at a minimum, all of the following information:

1. The Proposer's organization name, physical location, mission statement, accreditation, certification and/or licensure status, legal organizational status, such as partnership, corporation or limited liability company, current staffing levels and overall budget.
2. A detailed description of the Proposer's current and previous business activities, including, without limitation:
 - a. The history of the Proposer's organization, including the date when the organization was founded and how innovation and high-quality performance is fostered thereby.
 - b. The total number of years the Proposer has been operating under the present organization name, and any prior organization names under which the Proposer has provided Services equivalent to those set forth in this RFP.
 - c. The number of years the Proposer has been providing Services equivalent to those set

forth in this RFP.

- d. The total number of government agencies for which the Proposer has provided Services equivalent to those set forth in this RFP.
3. A detailed description of any litigation regarding the provision of Services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including, without limitation, the nature and result of such litigation, if applicable.
4. A detailed description of any fraud convictions related to the provision of services pursuant to the terms and conditions of public contracts, if applicable.
5. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
6. A detailed description of any violations of local, state and/or federal regulatory requirements, if applicable.
7. A detailed description of any controlling or financial interest the Proposer has in any other organizations, or whether the Proposer's organization is owned or controlled by any other organizations. If the Proposer does not hold a controlling or financial interest in any other organizations, that must be stated.

B. Overview of Qualifications and Experience. The professional profile must contain an overview of the Proposer's qualifications and experience regarding the provision of Services equivalent to those set forth in this RFP, which includes, at a minimum, all of the following information:

1. Identification of the Proposer's management team, key personnel and subcontractors that will be responsible for providing Services equivalent to those set forth in this RFP, including, without limitation, any and all applicable organizational charts and/or diagrams.
2. A detailed description of the Proposer's overall experience regarding the provision of Services equivalent to those set forth in this RFP, which includes specific examples of the outcomes and successes of such Services.
3. A detailed description of the Proposer's overall knowledge of the legal, billing, organizational productivity and other procedural requirements and standards applicable to the provision of Services equivalent to those set forth in this RFP.
4. A detailed description of how the Proposer's qualifications will help meet the County's objective of providing implementation of the Child Protection Reporting Guide.

7.6 Project Description:

Proposals shall include a clear and concise project description, which identifies the Proposer's ability to comply with the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto.

- A. **Description of Services.** The project description must contain an overview of the Services that will be provided as part of the CPRG implementation, which includes, at a minimum, all of the following information:
1. A detailed description of any and all Services equivalent to those set forth in this RFP that will be provided as part of the CPRG implementation.
 2. A detailed description of the manner in which Services equivalent to those set forth in this RFP will be provided as part of the CPRG implementation, including, without limitation, infrastructure, training, refinement, and CQI activities.
- B. **Quality Assurance Capabilities.** The project description shall include an overview of the Proposer's policies and procedures regarding quality control, which includes, at a minimum, all of the following information:
1. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles applicable to the provision of Services equivalent to those set forth in this RFP.
 2. A detailed description of the specific management strategies that will be utilized to assure satisfactory performance of Services equivalent to those set forth in this RFP.
 3. A detailed description of how the availability of key personnel, and the expected communication channels between the Proposer and DHHS – CWS, will ensure satisfactory performance of Services equivalent to those set forth in this RFP, including, without limitation, how potential problems and/or disputes will be resolved.

7.7 **Cost Proposal:**

- A. **Price Quotes.** Proposals shall include an itemized list of any and all costs and expenses associated with the provision of Services equivalent to those set forth in this RFP. Cost information should be presented in a form that is substantially similar to the Cost Proposal Form that is attached to this RFP as Attachment B – Cost Proposal Form and incorporated herein by reference as if set forth in full. In addition to the above-referenced cost information, Proposals should also include a detailed explanation of how the costs and expenses in each budget line item were estimated and the justification for such costs and expenses.
- B. **General Instructions and Requirements.** The following is an outline of the general information and requirements applicable to price quotes:
1. Price quotes shall be valid for a minimum of one hundred eighty (180) days from the Proposal submission deadline of September 9, 2022.
 2. Price quotes shall include any exceptions, deviations and clarifications pertinent to the provision of Services equivalent to those set forth in this RFP that may assist in the evaluation of such price quotes.
 3. The total budget set forth in the price quote shall not exceed any local, state or federal maximum allowances applicable to the provision of Services equivalent to those set forth

in this RFP.

7.8 Supplemental Documentation:

Proposals shall include any and all documents that will assist the County in evaluating the Proposer's ability to comply with the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto, including, without limitation, any and all administrative policies, procedures and best practices that will be used to facilitate the provision of Services equivalent to those set forth in this RFP and any and all required licensure, certification and/or accreditation documents.

7.9 References:

- A. Reference Data Sheet.** Proposals shall include a complete and verified Reference Data Sheet, which is attached to this RFP as Attachment C – Reference Data Sheet and incorporated herein by reference as if set forth in full, that includes present and past performance information from a minimum of two (2) former clients, preferably governmental agencies, to whom the Proposer has provided behavioral health treatment services equivalent to those set forth in this RFP within the past three (3) years.
- B. Required Information.** The performance information provided with each reference must be clearly correlated to the provision of implementation services equivalent to those set forth in this RFP. Each reference must include, at a minimum, all of the following information:
1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 2. The dates on which implementation services equivalent to those set forth in this RFP were provided to each referenced client.
 3. A detailed description of the implementation services equivalent to those set forth in this RFP that were performed for each referenced client, including, without limitation, the time period in which such services were delivered.
 4. A detailed description of how the implementation services equivalent to those set forth in this RFP led to accomplishment of each referenced client's objectives.
 5. Verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

7.10 Evidence of Insurability and Business Licensure:

All Proposers shall submit evidence of eligibility for all insurance coverages required by the sample Professional Services Agreement attached hereto. Upon the award of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. However, Proposers should not purchase any additional insurance until the Professional Services Agreement resulting from this RFP process has been awarded. In addition, all Proposers shall certify the possession of any and all required licenses and/or certifications.

7.11 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms, conditions and requirements set forth in this RFP and the sample Professional Services Agreement attached hereto. Any exceptions, objections or requested changes to any portion of this RFP, and/or the sample Professional Services Agreement attached hereto, shall be clearly identified and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and section number of the referenced portion of this RFP or the sample Professional Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFP, and/or the sample Professional Services Agreement attached hereto, shall be considered waived and invalid by the County, if the exception, objection or requested change is not adequately identified and explained in the Proposal.

7.12 Required Attachments:

Proposals that do not contain each of the following attachments will be considered nonresponsive and rejected by the County:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Cost Proposal** (See Section 7.7)
- **Attachment 3 – Supplemental Documentation** (See Section 7.8)
- **Attachment 4 – Reference Data Sheet** (See Section 7.9)

8.0 MODIFICATION OF THE RFP PROCESS:

8.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, discrepancy, omission or other error in this RFP or the sample Professional Services Agreement attached hereto, a written request for clarification or correction should be immediately submitted to the County at the following address:

COUNTY: Humboldt County DHHS – CWS
Attention: Senior Staff Services Analyst Ashley Garrett
507 F Street
Eureka, California 95501
Email: agarrett@co.humboldt.ca.us

Any and all requests for clarification or correction and any other questions pertaining to this RFP process must be received by the County on or before **August 19, 2022**. All responses to such requests for clarification or correction and written questions received by the County will be posted on the County's website on or before **August 26, 2022**.

8.2 Addenda:

Any and all modifications to this RFP shall be made and distributed by written Addenda. Addenda to this RFP, if necessary, will be distributed via mail, email or facsimile to all Proposers and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated into any and all Proposals, if possible. The Addenda cover sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County and shall in

no way modify this RFP or the obligations of the County or any Proposer.

Proposers should contact the COUNTY point of contact identified in Paragraph 8.1 above to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure direct notification of any addenda and/or information that may be issued prior to the proposal submission date. IT IS THE PROPOSERS' SOLE RESPONSIBILTIIY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP by either informing the County of their mailing information or by regularly checking the County's website at [Bid Opportunities • County of Humboldt • CivicEngage \(humboldt.gov.org\)](https://www.humboldt.gov/Bid-Opportunities).

9.0 EVALUATION CRITERIA AND SELECTION PROCESS:

After the Proposals are received and opened in accordance with the requirements set forth herein, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications and experience necessary to provide Services equivalent to those set forth in this RFP. In evaluating the Proposals, the County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Service Requirements – 50 Points:** The Proposer's ability to provide Services equivalent to those set forth in this RFP in accordance with the requirements contained herein and the sample Professional Services Agreement attached hereto.
- **Organizational Experience and Capacity – 30 Points:** The Proposer's experience in providing Services equivalent to those set forth in this RFP.
- **Commencement of Services – 5 Points:** The Proposer's ability to start providing Services equivalent to those set forth in this RFP on or about July 1, 2022.
- **Overall Cost of Services – 10 Points:** The Proposer's ability to provide Services equivalent to those set forth in this RFP in a cost-efficient manner.
- **Other Criteria – 5 Points:** The overall impression of the Proposer's ability to provide Services equivalent to those set forth in this RFP.

All Proposals will be evaluated by an impartial RFP Evaluation Committee comprised of County Staff members and other parties that have expertise regarding, or experience with, the provision of Services equivalent to those set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals from, and/or interviews with, one (1) or more Proposers. The purpose of any such requests for clarifications or interviews shall be to ensure the RFP Evaluation Committee's full understanding of the Proposer's ability to perform Services equivalent to those set forth in this RFP. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing, as appropriate. Any delay caused by a Proposer's failure to respond to such a request for clarification or interview may result in the rejection of the Proposal.

The evaluation and selection process set forth in this RFP is designed to award a final Professional Services Agreement to the Proposer with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of a final Professional Services Agreement, if made by the County, will be based upon a total evaluation of each Proposal and the projected costs associated therewith.

All contacts made with the County during the evaluation and selection process shall be through DHHS –

CWS Staff Services Analyst Ben Duhem (see Section 8.1 for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in disqualification of the Proposer and rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written complaint from the Proposer about this RFP process.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process:

Once the evaluation and selection process set forth in this RFP has been completed, the County will notify each Proposer of the final rankings and negotiate the terms and conditions of the final Professional Services Agreement with the highest-ranking Proposer. The highest-ranking Proposer shall participate in the contract negotiation process in accordance with direction from the County. Any delay caused by the Proposer's failure to participate in good faith contract negotiations may lead to rejection of the Proposal.

10.2 Scoping Meetings:

The highest-ranking Proposer may be asked to attend a scoping meeting to ensure that the Proposer has a full understanding of the terms, conditions and requirements that will be included in the final Professional Services Agreement. The Scoping meeting will also provide the highest-ranking Proposer with an opportunity to ask questions regarding the Services that it will be expected to provide pursuant to the terms and conditions of the final Professional Services Agreement.

10.3 Award of Final Professional Services Agreement:

If the County determines, after completion of the contract negotiation process, to award a contract for the provision of Services equivalent to those set forth in this RFP, the final Professional Services Agreement shall be sent to the Successful Proposer for signature. Once a signed copy has been returned to the County, the final Professional Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County reserves the right to award a Professional Services Agreement to the Proposer, which, in the sole judgment of the County, meets the County's objective of providing CPRG implementation. No Proposal shall be binding upon the County until a final Professional Services Agreement is signed by duly authorized representatives of both the Successful Proposer and the County.

10.4 Contractual Requirements:

- A. Term.** The final Professional Services Agreement resulting from this RFP process shall begin upon execution and shall remain in full force and effect until June 30, 2024, unless sooner terminated or extended as provided therein. The County shall have the right to extend the term of, and increase the maximum amount payable under, the Professional Services Agreement resulting from this RFP process, via duly executed amendments thereto, based on the availability of funds.
- B. Termination for Cause.** If, in the County's opinion, the Successful Proposer fails to adequately provide the agreed upon Services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Professional Services Agreement resulting from this RFP process, or violates any local, state or federal law, regulation or standard applicable to the performance thereof, the County may immediately terminate the Professional Services Agreement or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.

- C. **Termination without Cause.** The County may terminate the final Professional Services Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice.
- D. **Termination due to Insufficient Funding.** The County's obligations under the final Professional Services Agreement resulting from this RFP process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate the Professional Services Agreement resulting from this RFP process upon seven (7) calendar days advance written notice.
- E. **General Reporting Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to provide the County with any and all reports that may be required by any local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable local, state and federal timeframes and accessibility requirements.
- F. **Preparation and Maintenance of Performance and Financial Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to prepare accurate and complete performance and financial records, documents and other evidence relating to the provision of Services equivalent to those set forth herein, and to maintain and preserve said records for at least three (3) years from the date of final payment under the final Professional Services Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- G. **Inspection of Performance and Financial Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to make any and all performance and financial records, documents and other evidence relating to the provision of Services equivalent to those set forth herein available during normal business hours to inspection, audit and reproduction by the County and any other duly authorized local, state and/or federal agencies, including, without limitation, the California State Auditor's Office. The Successful Proposer will also be required to allow interviews of any of its employees who might reasonably have information related to such records by the County and any other duly authorized local, state and/or federal agencies.
- H. **Project Monitoring.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the County will have the right to monitor any and all activities related to the provision of Services equivalent to those set forth herein, including, without limitation, the right to review and monitor the Successful Proposer's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the final Professional Services Agreement. The Successful Proposer will be required to cooperate with a corrective action plan, if deficiencies in its records, policies, procedures or business operations are identified by the County. However, the County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposer's performance under the final Professional Services Agreement resulting from this RFP process.
- I. **Disclosure of Confidential Information.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to protect any and all confidential information obtained pursuant to the terms and

conditions thereof in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, standards, guidelines and frameworks, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act; the United States Health Information Technology for Economic and Clinical Health Act; the United States Health Insurance Portability and Accountability Act of 1996; and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the United States Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- J. Non-Discrimination Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time.
- K. Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the final Professional Services Agreement if it is determined that the Successful Proposer falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- L. Indemnification Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer’s negligent performance of, or failure to comply with, any of the obligations contained in the final Professional Services Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- M. Insurance Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers’ compensation and professional liability policies. The Successful Proposer shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County’s execution of the final Professional Services Agreement resulting from this RFP process. In addition, the County may require additional insurance dependent upon the final scope of services that will be

provided by the Successful Proposer.

- N. **Compliance with Applicable Laws and Licensure Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of Services equivalent to those set forth herein. In addition, the Successful Proposer will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.
- O. **Jurisdiction and Venue.** The final Professional Services Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be litigated in and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- P. **Assignment.** The final Professional Services Agreement resulting from this RFP process shall not be assignable by the Successful Proposer without prior approval from the County.

11.0 CANCELLATION OF THE RFP PROCESS:

The County reserves the right to cancel this RFP process, at any time after the issuance of this RFP, and prior to the award of the final Professional Services Agreement, if the County determines, in its sole discretion, that cancellation is in the County's best interest for any reason, including, without limitation, the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith, or the County determines, after review and evaluation of the Proposals, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the scope of Services set forth in this RFP prior to the award of the final Professional Services Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to award a Professional Services Agreement for the provision of Services equivalent to those set forth herein, or to pay any costs incurred in the preparation of any Proposals submitted in response hereto.

**REQUEST FOR PROPOSALS NO. DHHS2022-03
CHILD PROTECTION REPORTING GUIDE IMPLEMENTATION
ATTACHMENT A – SIGNATURE AFFIDAVIT
(Submit with Proposal)**

REQUEST FOR PROPOSALS – NO. DHHS2022-03 SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION/AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250, *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named agency and agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. DHHS2021-04 and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Title

Name

Date

This agency acknowledges receipt / review of the following Addendum(s), if any
Addendum # [] Addendum # [] Addendum # [] Addendum # []

REQUEST FOR PROPOSALS NO. DHHS2022-03
CHILD PROTECTION REPORTING GUIDE IMPLEMENTATION
ATTACHMENT B – COST PROPOSAL FORM
(Submit with Proposal)

Itemize all costs that will be incurred by the County for the provision of Services set forth in RFP No. DHHS2021-04. Price Quotes shall include any and all costs associated with the provision of such Services. A narrative should be attached to clarify any pricing data submitted.

A. Personnel Costs	
Title: Salary Calculation: Duties Description:	\$0.00
Title: Salary Calculation: Duties Description:	\$0.00
Title: Salary Calculation: Duties Description:	\$0.00
Total Personnel Costs:	\$0.00
B. Operational Costs	
Item: Description:	\$0.00
Item: Description:	\$0.00
Item: Description:	\$0.00
Total Operational Costs:	\$0.00
C. Consumables/Supplies	
Item: Description:	\$0.00
Title: Description:	\$0.00
Title: Description:	\$0.00
Total Consumable/Supplies:	\$0.00
D. Transportation/Travel	
Title: Description:	\$0.00
Total Transportation/Travel:	\$0.00
E. Other Costs	
Title: Description:	\$0.00
Total Other Costs:	\$0.00
F. Indirect Costs	
Title: Description:	\$0.00
Total Other Costs:	\$0.00
Total:	\$0.00

Personnel Costs: Include all employee costs, but not those incurred by independent contractors, with each employee type listed separately. Examples of calculations are: Fifteen percent (15%) of Two Thousand Dollars (\$2,000.00) per month, multiplied by six (6) months; or Twenty (20) hours multiplied by Fifteen Dollars (\$15.00) per hour, multiplied by fifty-two (52) weeks plus any applicable benefits.

Operational Costs: Include any and all direct and indirect expenses associated with the proposed outreach, engagement, behavioral health treatment and social rehabilitation services, except consumable supplies and travel, including, without limitation rent, office supplies, postage, paper, communications, equipment, contract labor or services and overhead or administrative costs, with each cost type listed separately.

Consumable Costs: Include any and all items that will be consumed by participants or staff, including, without limitation, food and meeting supplies.

Transportation Costs: Include any and all vehicle purchase and/or rental costs, employee per-mile reimbursements and other travel-related expenses.

Other Costs: Include anything not already covered in the budget categories above, with each such expense listed separately.

Overhead and Administrative Costs: Per federal guidance, overhead and administrative costs may not exceed ten percent (10%) of the total modified costs.

**REQUEST FOR PROPOSALS NO. DHHS2022-03
CHILD PROTECTION REPORTING GUIDE IMPLEMENTATION
ATTACHMENT C – REFERENCE DATA SHEET
(Submit with Proposal)**

REFERENCE DATA SHEET	
Provide a minimum of two (2) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the Humboldt County does not qualify.	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	
General Description of Scope of Work:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	
General Description of Scope of Work:	
Applicant Tracking System Implementation Date:	

NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		

**REQUEST FOR PROPOSALS NO. DHHS2022-03
CHILD PROTECTION REPORTING GUIDE IMPLEMENTATION
ATTACHMENT D – SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONTRACTOR]
FOR FISCAL YEAR 2022-2023**

This Agreement, is entered into, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Contractor], a [Name of State] [type of entity], hereinafter referred to as “CONTRACTOR,” and is made on the last date signed below for the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Child Welfare Services (“DHHS – Child Welfare Services”), desires to retain a qualified professional to provide Child Protection Reporting Guide Implementation; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the Child Protection Reporting Guide Implementation services required by COUNTY.

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

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Child Welfare Services Director, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin upon execution by both Parties and shall remain in full force and effect until June 30, 2023, unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY to CONTRACTOR for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$[REDACTED],[REDACTED].[REDACTED]). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, nor compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

- A. Invoices. CONTRACTOR shall submit to COUNTY monthly invoices itemizing any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be in a format approved, and include any and all appropriate backup documentation as specified, by Director and the Humboldt County Auditor-Controller. Payment for services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Child Welfare Services
Attention: Financial Services
507 F Street
Eureka, California 95501

B. Disputed Costs. COUNTY shall have the right to reasonably and in good faith dispute any portion of any amount billed by CONTRACTOR. If COUNTY believes that CONTRACTOR has billed COUNTY incorrectly, COUNTY must contact CONTRACTOR's customer support department no later than thirty (30) days after the date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to CONTRACTOR, prior to the invoice due date, full payment of the undisputed portion of any fees billed by CONTRACTOR.

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Child Welfare Services
Attention: Amanda Winstead, Child Welfare Services Director
2440 Sixth Street
Eureka, California 95501

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR agrees to make all such records available during normal business hours to inspection, audit and reproduction by

COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.
- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY COUNTY AND ITS AGENTS, OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES AND LIABILITIES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND OTHER COSTS OF LITIGATION, ARISING OUT OF, OR IN CONNECTION WITH, CONTRACTOR'S NEGLIGENT PERFORMANCE OF, OR FAILURE TO COMPLY WITH, ANY OF THE DUTIES AND/OR OBLIGATIONS CONTAINED HEREIN, EXCEPT SUCH LOSS OR DAMAGE WHICH WAS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of

structures or underground damage, commonly referred to as “XCU Hazards.”

- c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer’s liability.
 4. For claims related to this Agreement, CONTRACTOR’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR’s insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar collaborative association or legal entity. Both Parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors. At no time shall CONTRACTOR's employees and representatives hold themselves out to be COUNTY employees or representatives.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Humboldt County Local System of Care. CONTRACTOR agrees to comply with any and all applicable provisions of the Humboldt County Local System of Care, which is attached hereto as Exhibit C – Local System of Care and incorporated herein by reference as if set forth in full.

18. PROVISIONS REQUIRED BY LAW:

This Agreement may be subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the Parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the Parties agree to comply with the amended provision as of the effective date thereof.

20. PROTOCOLS:

Both Parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both Parties hereto.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any attempted assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the Parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term upon the written consent of both Parties.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this

Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed under the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive written approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY in writing of any and all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the Parties set forth in Section 3.D – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the Parties hereto and the terms and conditions set forth in this Agreement, the Parties agree the terms and

conditions of this Agreement shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the Parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[NAME OF CONTRACTOR]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Humboldt County Purchasing Agent

OR

By: _____

Date: _____

[Name of Board Chair], Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form
- Exhibit D – Certification Regarding Lobbying Activities
- Exhibit E – Disclosure of Lobbying Activities
- Exhibit F – Local System of Care

EXHIBIT A
SCOPE OF SERVICES
[Name of Contractor]
For Fiscal Year 2022-2023

1. SERVICES:

- A. Infrastructure.** The Successful Proposer will be required to build the infrastructure necessary to support community capacity building, training, connection to resources, and ongoing implementation of the CPRG. The types of infrastructure services the Successful Proposer may be required to provide pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:
1. Identify community, Tribal and prevention partners for ongoing steering committee that will guide and support first year of CPRG implementation.
 2. Outline key responsibilities of steering committee, which will include at minimum: creation of a training plan, an education and outreach plan, and implementation support of community member use of the CPRG.
 3. Identify existing community infrastructure for potential alignment with purpose and goals of CPRG to support long-term capacity building and sustainability.
 4. Engage steering committee in ongoing communication and facilitate quarterly steering committee meetings to support infrastructure development and offer consultation on implementation issues.
 5. Provide remote implementation support via telephone, email or web meetings to support community member use of the CPRG.
 6. Continue to work to identify and support existing community infrastructure and organizations aligned with the purpose and goals of the CPRG to support long-term capacity building and sustainability.
 7. Consult with DHHS-CWS regarding CPRG implementation strategies.
- B. Training and Training Information/Outreach.** The Successful Proposer will be required to facilitate ongoing training and support for the community's implementation of the CPRG. The types of training services the Successful Proposer may be required to provide pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:
1. In collaboration with DHHS-CWS, develop an annual CPRG community training plan aligned with existing mandated reporter trainings being provided throughout the county, including lead staff, frequency of training, and desired training metrics or evaluation.
 2. In collaboration with DHHS-CWS, finalize CPRG training materials to support ongoing community training.
 3. Identify and engage key community sectors by providing sector-specific training sessions to launch CPRG tool and plan for sector-specific implementation. This may include working with leads at each sector to augment existing mandated reporter trainings.
 4. Facilitate community-wide training sessions on utilization of the CPRG.
 5. Establish ongoing structure to support lead trainers within key community sectors to support implementation and to receive feedback about the CPRG from within their agencies.

6. In collaboration with DHHS-CWS, develop an annual education and outreach plan to disseminate information throughout the community about training opportunities and general information about the CPRG.
 7. Provide bi-annual reports to DHHS-CWS, including at minimum, the number of trainings held, number of attendees and the number and type of education and outreach events and activities conducted.
- C. **Refinement.** The Successful Proposer will be required to partner with DHHS-CWS and Evident Change to facilitate revisions of the CPRG manual and web-application through identification and aggregation of community feedback. The types of refinement services the Successful Proposer may be required to provide pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:
1. Gather ongoing community feedback about tool utility, structure, and definitions through the first year of implementation.
 2. Identify feedback on a rolling basis, and provide recommendations to DHHS-CWS regarding simple fixes that will enhance and improve the CPRG.
 3. Aggregate feedback that will require further review to explore with community workgroups, to be held a minimum of two (2) times during the first year of implementation.
 4. Submit recommendations regarding changes to definitions, additional definitions or additional decision-trees to DHHS-CWS on a bi-annual basis.
- D. **Continuous Quality Improvement.** The Successful Proposer will be required to partner with DHHS-CWS and Evident Change on a data-informed process to guide Continuous Quality Improvement (CQI) efforts to assess intended outcomes over time. The types of CQI services the Successful Proposer may be required to partner with DHHS-CWS pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:
1. Finalize the CPRG data dashboard and data sources that will be used to monitor ongoing implementation, including review of existing administrative and qualitative data that will be used to establish a baseline.
 2. Monitor the frequency of data transfers from web-application and determine if additional data-sharing protocols are needed.
 3. Customize a generalized theory of change or logic model to establish local consensus goals for CQI and outcome evaluation.
 4. Develop a written CQI process and evaluation plan to guide ongoing examination of implementation, desired benchmarks, and to create feedback loops to inform adjustments as needed.
 5. Design methodologies to be used in initial and ongoing CQI plan with steering committee based on consensus goals, timeline, and available resources.

EXHIBIT B
SCHEDULE OF RATES
 [Name of Contractor]
 For Fiscal Year 2022-2023

COUNTY shall compensate CONTRACTOR for the outreach, engagement, behavioral health treatment and social rehabilitation services provided pursuant to the terms and conditions of this Agreement at the following maximum rates of compensation:

A. Personnel Costs	
Title:	
Salary Calculation:	\$0.00
Duties Description:	
Title:	
Salary Calculation:	\$0.00
Duties Description:	
Total Personnel Costs:	
\$0.00	
B. Operational Costs	
Item:	
Description:	\$0.00
Item:	
Description:	\$0.00
Total Operational Costs:	
\$0.00	
C. Consumables/Supplies	
Item:	
Description:	\$0.00
Title:	
Description:	\$0.00
Total Consumable/Supplies:	
\$0.00	
D. Transportation/Travel	
Title:	
Description:	\$0.00
Total Transportation/Travel:	
\$0.00	
E. Other Costs	
Title:	
Description:	\$0.00
Total Other Costs:	
\$0.00	
F. Indirect Costs	
Title:	
Description:	\$0.00
Total Other Costs:	
\$0.00	
Total :	
\$0.00	

Fluctuations of up to ten percent (10%) of salary calculations to account for wage increases, new hires, *etc.* are allowable if total amount of personnel costs category does not increase.

Any shift of funds to or from the personnel category must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

EXHIBIT C
SAMPLE INVOICE FORM
 [Name of Contractor]
 For Fiscal Year 2022-2023

(Place on agency letter head)

INVOICE

Contractor Name
Contract Reference
Contractor Street Address
City, State, Zip Code

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

Date	Quantity	Description	Rate	Total
Total Invoiced Amount				

EXHIBIT D
CERTIFICATION REGARDING LOBBYING ACTIVITIES

[Name of Contractor]

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract/Grant Number

Signature of Person Signing for Contractor

Date

Title

**EXHIBIT E
DISCLOSURE OF LOBBYING ACTIVITIES**

[Name of Contractor]

For Fiscal Years 2022-2023 through 2025-2026

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year__quarter____ Date of last report____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

EXHIBIT F
LOCAL SYSTEM OF CARE
[Name of Contractor]
For Fiscal Year 2022-2023

Child services are part of the local System of Care (“SOC”), therefore CONTRACTOR will operate within all applicable principles of the local SOC:

1. Providing effective, community-based services and supports for children and their families which coordinate with other systems to address their emotional, social, educational and physical needs, including, without limitation, traditional and nontraditional services as well as natural and informal supports.
2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
3. Ensure that services and supports include evidence-informed practices and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training and implementing practices with fidelity and tracking of outcomes associated with intervention using standardized outcome measurement tools.
4. Deliver services and supports within the least restrictive and most normative environments that are clinically appropriate.
5. Ensure that families, other caregivers and youth are full partners in all aspects of the planning and delivery of their own services. CONTRACTOR is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
6. Ensure that services are well coordinated with other child-serving agencies with which the child and/or family may be involved to assure integrated care management.
7. Practice care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
8. Provide developmentally appropriate mental health services and supports that promote optimal social and emotional outcomes for young children and their families in their homes and community when the CONTRACTOR serves children zero (0) to five (5) years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth eighteen (18) to twenty-one (21) years of age to adulthood and to the transition age youth and adult service systems as needed.
10. Encourage participation in local mental health promotion, prevention and early identification and intervention opportunities.
11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor and manage the quality, effectiveness and outcomes at the program level, practice level and child and family level.

12. Protect the rights of children and families and promote effective advocacy efforts.
13. Provide services and supports without regard to race, religion, national origin, gender, gender expression, sexual orientation, physical disability, socio-economic status, geography, language, immigration status or other characteristics, and ensure that services are sensitive and responsive to these differences.