

**AGREEMENT NO. \_\_\_-\_\_\_**  
(Agreement for Day Reporting Center Services)

THIS AGREEMENT (“Agreement”) is made and entered into this 6<sup>th</sup> day of June, 2023, by and between the County of Yolo, a political subdivision of the State of California (“County”) and Sacramento County Office of Education, a political subdivision of the State of California (“SCOE” or “Contractor”).

**W I T N E S S E T H**

**WHEREAS**, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

**WHEREAS**, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as day reporting center (DRC) services; and

**WHEREAS**, the 2011 Public Safety Realignment encompassed in Assembly Bill 109 redefines many felonies and shifts responsibilities to local jurisdictions for the housing and rehabilitation of many offenders. AB 109 represents an intentional effort to remove from California prisons – permanently – those offenders who arguably represent the least danger to their community and who have the highest capacity for reform and rehabilitation; and

**WHEREAS**, chaired by the county’s Chief Probation Officer, the Community Corrections Partnership (CCP) acts as the governing body responsible for developing and submitting public safety realignment implementation recommendations to the Board of Supervisors. And Yolo County CCP takes an active and collaborative role in reforming corrections practices by emphasizing the importance of evidence-based and cost-effective strategies; and

**WHEREAS**, the Yolo CCP and Board of Supervisors awarded SCOE a contract to establish Yolo county DRC services in response to a Request for Proposals completed on or around August of 2012. Additionally, SCOE previously performed ten years of DRC services under an agreement with the County during which SCOE has provided regular and consistent administrative reports to the Day Reporting Center Steering Committee as well as the Yolo CCP, including annual reports of accomplishments and program improvements; and

**WHEREAS**, the County desires to obtain DRC services comprised at a minimum of the following services: substance abuse counseling and programming; a batterer’s intervention program; job skills, training and placement; support in the engagement of participants in educational services provided by the Yolo County Office of Education; cognitive and life skills development; and parenting skills; and

**WHEREAS**, the County also desires to maintain existing SCOE service delivery in two Yolo County cities, Woodland and West Sacramento; and

**WHEREAS**, the State contract requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State contract, and that all County subcontractors (including but not limited to Contractor) comply with all terms and conditions of the State contract; and

**WHEREAS**, the County circulated and distributed a Request for Proposals, an excerpt of which is attached as Exhibit A; and

**WHEREAS**, the Contractor submitted a proposal to provide DRC services, a refined excerpt of which (the Scope of Work and Budget) is attached and incorporated herein by reference as Exhibit B; and

**WHEREAS**, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

**WHEREAS**, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor understands that the County is relying upon these representations in entering into this Agreement.

**NOW, THEREFORE**, the County and the Contractor agree as follows:

**I. BASIC SERVICES**

**A.** Contractor shall furnish and perform the pre- and post-release evidence-based services for offenders located at the Yolo County DRCs in accordance with Exhibits A-Request for Proposals Excerpt and Exhibit B- Scope of Work and Budget, and in a manner satisfactory to the Chief Probation Officer and Yolo County Sheriff or their respective written designees (“Directors”). SCOE shall provide these services in a manner satisfactory to the Directors. The Directors shall refer the offenders to the appropriate DRC location for services.

**B.** The Yolo County Sheriff’s Office and the Yolo County Probation Department will jointly manage this Agreement. The County will provide two facilities, one for the Sheriff’s Woodland In-Custody Jail Site and one for Probation’s Woodland Out-of-Custody Site along with phone lines and internet services for these sites.

**C.** More specifically, the Contractor shall provide the full range of services to referred offenders as set forth in Exhibit B. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

**D.** The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

- Exhibit A Request for Proposals Excerpt
- Exhibit B Scope of Work and Budget

- Exhibit C Workers' Compensation Certificate
- Exhibit D HIPAA Compliance

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

**E.** Contractor shall comply with all applicable provisions of Contractor's contract with the California Department of Corrections and Rehabilitation (CDCR) to provide day reporting services in Yolo County and West Sacramento.

**F.** Contractor may subcontract the types of services set forth in Section XIX below. Any subcontractors providing services under this Agreement must also comply with the terms and conditions set forth in this Agreement and the County's Accounting Handbook for Community-Based Organizations (CBOs) and Contract Administration Manual for CBOs (copies of which have previously been provided to Contractor).

**G.** The Directors may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Paragraph III of this Agreement.

**II. ADDITIONAL SERVICES**

The following program expansion options, insofar as they do not fall within the scope of the basic services required of Contractor under Paragraph I hereinabove or additional staffing is required to provide the basic services as a result of an increase of participants beyond what is outlined in the Scope of Work and causes the Contractor extra expense, and if authorized in advance in writing by the Directors, shall also be provided by Contractor:

**A.** Program expansion options include the following:

- Project Specialist I (1.0 FTE)
- Transition Specialists (per 1.0 FTE)
- Apricot Database User Accounts
- Transitional/Sober Housing
- Additional Interpretations Services

**B.** Additional work that is directly related to the services set forth in Paragraph I above and requested in writing by the Directors.

**III. COMPENSATION AND REIMBURSEMENT OF EXPENSES**

**A.** For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Directors or his/her designees, Contractor shall be compensated as follows:

- July 1, 2023 through June 30, 2024: Total Not-to-Exceed Amount of \$810,210.27
- July 1, 2024 through June 30, 2025: Total Not-to-Exceed Amount of \$870,814.43
- July 1, 2025 through June 30, 2026: Total Not-to-Exceed Amount of \$935,739.14

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed two million, six hundred and sixteen thousand, seven hundred and sixty-three dollars and eighty-four cents (\$2,616,763.84).

**B.** For the services described in Paragraph II above, insofar as they do not fall within the scope of the basic services required of Contractor under Paragraph I hereinabove or additional staffing is required to provide the basic services and causes the Contractor extra expenses, and if authorized in advance in writing by the Director(s), Contractor shall be compensated at the following rates:

Project Specialist I (1.0 FTE): Annual Salary Range (including benefits) \$131,296-\$144,754

Transition Specialist (1.0 FTE): Annual Salary Range (including benefits) \$74,075-\$89,846

Apricot Database User Accounts: \$1,200 per account

Transitional/Sober Housing (at rate of \$55 per night): Annual Range \$33,750-\$37,125

Additional Interpretations Services: \$50-120 per hour

**C.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by State funds, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, (1) the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment and (2) the Community Corrections Partnership and Yolo County Board of Supervisors appropriating funds for DRC services. County's inability or failure to compensate Contractor shall relieve Contractor of any obligation to perform services under this Agreement.

#### **IV. METHOD OF PAYMENT**

**A.** Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner that is satisfactory to the Director(s), the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the agreed upon monthly salary for each person providing the service and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Director(s)' written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

**B.** Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Directors shall either authorize payment or advise Contractor in writing of any concerns that the Directors have with the invoice and any need for further documentation.

**C.** Within thirty (30) calendar days of the Directors' authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation. In the event the County Auditor-Controller does not resolve its concerns within ten (10) working days, Contractor may immediately proceed to the remedies set forth in VIII.

## **V. REPORTS**

**A.** Contractor shall produce and present to County an Annual DRC Outcomes Report no later than December 1<sup>st</sup> of the following fiscal year which, at a minimum, shall include but not be limited to a full description of the DRC services required in Exhibit A, collaborative partnerships, subcontractor qualifications, the number of referrals by agency, individual service participation rates, DRC program completions, designated successful transitions and analysis of engagement in DRC services.

**B.** Contractor shall provide prompt individualized (participant-specific) operational reports to Sheriff and Probation Case Management Staff for the purposes of ensuring timely enrollment, status updates and discharge correspondence.

**C.** Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Directors', at the times and in the manner specified by this Agreement, or by the Directors if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Directors.

**D.** County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

## **VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

## **VII. RECORDS; ACCESS, RETENTION**

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Directors. Upon such notification, the Directors shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

## **VIII. DISPUTES**

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

## **IX. TERM AND TERMINATION**

**A.** The term of this Agreement shall be from July 1, 2023 through June 30, 2026 unless sooner terminated as hereinafter provided.

**B.** Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

**C.** This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director(s) before such termination and for which funds have appropriated as required by law.

**D.** This Agreement may be terminated for any reason by either party at any time during its term, by giving 60 days' written notice to the other party.

**E.** If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in

Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

**F.** Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Directors to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

**G.** During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Directors.

## **X. APPLICABLE LAWS**

**A.** In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

**B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

## **XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

## **XII. CONTRACTOR'S RESPONSIBILITIES**

**A.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

**B.** With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

**C.** In the event Contractor utilizes a subcontractor as permitted by this Agreement, Contractor will require any subcontractor to be bound to the General Contractor/or Contractor and the County of Yolo in the same manner and to the same extent as General Contractor/or Contractor is bound to the County of Yolo under this Agreement. Contractor will further require any subcontractor, including the indemnity and Insurance requirements, to the extent they apply to the scope of any subcontractor work.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

## **XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

**A.** During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – \$3,000,000/occurrence and \$6,000,000/aggregate

b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this

insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

5. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Directors ten (10) days for delinquent insurance premium payments).

6. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

7. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

8. Each party shall waive all rights of subrogation against the other party, its officers, employees, agents and volunteers.

**B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

**C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

**E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

#### **XIV. WORKERS' COMPENSATION**

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

## WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

### **XV. NOTICE**

**A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Sacramento County Office of Education  
10474 Mather Boulevard  
P.O. Box 269003  
Mather, CA 95655  
Attn: Jackie White, Assistant Superintendent

County: Yolo County Sheriff's Office  
140 Tony Diaz Drive  
Woodland, CA 95776-9327  
Attn: Denny Cheuk, Director of Finance

Yolo County Probation Department  
725 Court Street  
Woodland, CA 95695  
Attn: Dan Fruchtenicht, Chief Probation Officer

**B.** In lieu of written notice to the above addresses, any party may provide notices through the use of e-mail or facsimile machine provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: e-mail: [jwhite@scoe.net](mailto:jwhite@scoe.net) and [mflorey@scoe.net](mailto:mflorey@scoe.net)  
FAX: (916) 228-2403

Sheriff: e-mail: [YoloCountySheriffs@YoloCounty.org](mailto:YoloCountySheriffs@YoloCounty.org)  
FAX: (530) 668-5238

Probation: e-mail: [Probation@YoloCounty.org](mailto:Probation@YoloCounty.org)  
FAX: (530) 661-1211

**C.** Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15)

calendar days prior to the effective date of the change.

**D.** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email or facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

## **XVI. CONFLICT OF INTEREST**

**A.** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

**B.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

**C.** Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

## **XVII. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **XVIII. AUDITS**

**A.** Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

**B.** Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State.

Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

**C.** Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director(s).

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

**D.** Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

**E.** Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

## **XIX. ASSIGNMENT AND SUBCONTRACTS**

Contractor may subcontract any of the following services required under this Agreement and is responsible for ensuring that its subcontractors comply with all terms and conditions of this Agreement:

- Aftercare
- Anger Management
- Budgeting and Money Management
- Cognitive and Life Skills Development
- Community Service
- Criminal Thinking
- Domestic Violence
- DUI Courses

Engaging Participants in Yolo County Office of Education-provided educational services and GED assistance programs  
Job Readiness and Job Search  
Parenting and Family Reintegration  
Referral to Other Agencies  
Substance Use Education and Counseling  
Transitional Housing/Sober-Living Environment

Contractor may subcontract other services under this Agreement if it notifies County and receives explicit approval prior to such subcontract. The subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

**XX. STATUS OF CONTRACTOR**

**A.** It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

**B.** It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

**C.** It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

**XXI. AMENDMENT**

This Agreement may be amended only by written instrument signed by the County and Contractor.

**XXII. WAIVER**

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

**XXIII. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

#### **XXIV. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

#### **XXV. ADDITIONAL PROVISIONS**

**A.** Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

**B.** Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.


**C.** Contractor shall comply with, and shall ensure that its officers, agents, employees, participants and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security requirements set forth in Exhibit D attached hereto.

#### **XXVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

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

**SACRAMENTO COUNTY  
OFFICE OF EDUCATION**

By  5/11/23  
Nicolas Schweizer  
Associate Superintendent

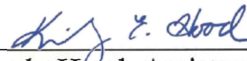
**COUNTY OF YOLO**

By \_\_\_\_\_  
Oscar E. Villegas, Chair  
Board of Supervisors

Attest:  
Julie Dachtler, Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By   
Kimberly Hood, Assistant County Counsel

**EXHIBIT A**  
**REQUEST FOR PROPOSALS EXCERPT**

**1.0. INTRODUCTION**

The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered by Proposers that fall within the scope of services as further described in Section (3) of this RFP.

The County of Yolo, Probation Department, hereinafter referred to as the "County," intends to secure a contract with a qualified proposer to provide Adult Day Reporting Center ("DRC") services for the Yolo County Community Corrections Partnership (CCP). The DRC shall serve adult participants that are the County's responsibility as a result of the Public Safety Realignment Act, as well as adult probationers who are identified and referred by Probation and the Sheriff's Office respectively, as being appropriate for this program. The intended vision for these services is to increase individual success through:

- Comprehensive system and service navigation;
- Individual engagement from enrollment to exit planning;
- Interdisciplinary case planning around needs and service matching;
- Centralized delivery of services;
- Service dosage established in collaboration with the Probation Department and Sheriff's Office;
- Provision of access points for Drug Medi-Cal Organized Delivery System and linkages to needs assessments and benefits enrollment; and
- Collaboration with other service providers in the community or resources County funds, such as through the Probation Department, Sheriff's Office and the Health & Human Services Agency.

**2.0. BACKGROUND**

- 2.1 Yolo County is directly west of Sacramento, the State Capital of California and northeast of the Bay Area. The County's 1,021 square miles is home to 216,403 residents, most of which reside in the county's four incorporated cities: Davis, West Sacramento, Winters and Woodland.
- 2.2 In 2011, the California Legislature chaptered the Public Safety Realignment Act (AB 109) for implementation by October 2011. AB 109, and its subsequent trailer bill AB 117, transferred responsibility for supervising a certain population of individuals convicted of felony crimes whose committed offenses are deemed to be non-serious, non-violent and non-sex offenses from the California Department of Corrections and Rehabilitation (CDCR) to County jurisdictions.

The DRC model is a component of the local Public Safety Realignment Plan to supervise and provide intensive evidence-based services for a select group of both in-custody and out-of-custody, moderate/high and high-risk/high-need offenders referred by Probation and the Sheriff's Office, and who are identified as being appropriate for this program.

- 2.3 Evidence-Based Practice and Programs

One of the legislative intents of AB 109 is to maximize the role of evidence-based intervention strategies to effectively reduce criminal recidivism. Correctly assessing the needs of this offender population and then providing appropriate services are primary to addressing public safety and recidivism concerns in Yolo County. The DRC will offer a variety of evidence-based and promising programs.

### **3.0. SCOPE OF SERVICE/ PROJECT**

#### **3.1 General Requirements. The CONTRACTOR must:**

- 3.1.1 Possess and maintain a working knowledge of the current best practices in the field of offender reentry and rehabilitation and a comprehensive understanding of the issues related to recidivism.
- 3.1.2 Maintain professional relationships with law enforcement and Yolo County community-based organizations and programs.
- 3.1.3 Outline staffing and qualifications for the program, with sufficient personnel who are qualified to provide the program components and maintain the minimum administrative, counseling and/or teaching credentials and State certification requirements for providing any such applicable service components, including but not limited to the following:
  - Cognitive Behavioral Therapy
  - Motivational Interviewing
  - Ohio Risk Assessment System (ORAS)
- 3.1.4 Provide a program outline to include orientation, ORAS risk and needs assessment and individualized case plans for both in-custody and out-of-custody individuals, as well as:
  - Plan for implementation of sanctions and incentives for the program
  - Schedule to notify the Probation Department and Sheriff's Office of participant attendance
  - Maintenance of an up-to-date resource list to make referrals and facilitate access to appropriate services
- 3.1.5 Assist DRC participants who have transportation barriers in order to facilitate their regular program attendance and participation.
- 3.1.6 Provide services to participants that are responsive to meet the needs of both male and female participants as well as effectively meet the needs of those with varying cultural and ethnic backgrounds and languages; sexual orientations; special education and other learning needs; and limited English language skills. Spanish-speaking skills are required; Russian-speaking skills are desirable.
- 3.1.7 Meet regularly with Probation and Sheriff staff to discuss cases in order to aid in each participant's success.

#### **3.2 Programming Requirements. The Day Reporting Center will be a multi-disciplinary program with services that target individual dynamic and criminogenic factors such as substance abuse, employment, education, anti-social peer associations, problem-solving and self-control, while assisting participants' rehabilitation and reentry into their respective communities and family**

systems. Each CONTRACTOR shall outline in its response to this solicitation the services provided to address the factors that contribute or cause criminal behavior:

3.2.1 A history of anti-social behavior

3.2.2 Anti-social personality pattern contributing to or causing criminal activity

3.2.3 Anti-social/pro-criminal attitudes, values, beliefs and cognitive-emotional states

3.2.4 Pro-criminal associates and isolation from pro-social others

3.2.5 Family, factors that include criminality and a variety of psychological problems in the family of origin

3.2.6 Low levels of personal education, vocational or financial achievement

3.2.7 Low levels of involvement in pro-social leisure activities

3.2.8 Abuse of alcohol and/or drugs

3.3 Populations to be Served. The population to be served by the Day Reporting Center is comprised of adults convicted of qualifying crimes countywide under Yolo County supervision for Probation. Occasionally, other populations may also be served on an as-needed basis. Further characteristics of this population are on average as follows:

- Race & Ethnicity: 50% White; 11% Black; 34% Hispanic; 6% Other
- Gender: 81% Male; 19% Female
- Age at Admission: 12% age 20-25; 19% age 25-30; 18% age 30-35; 19% age 35-40; 9% age 30-45; 8% age 45-50; 7% age 50-55; 4% age 55-60; 2% age 60-65; 1% age 65-70
- Assessed “High Significant” and/or “Significant” Criminogenic Needs: 79% Education/Employment; 60% Peers Associations; 58% Substance Use; 41% Family; 33% Anti-Social Behavior

3.4 Location. The County provides a site and utilities for in-custody and out-of-custody DRC services in Woodland, at 140A Tony Diaz Drive, Woodland, CA 95776 (located on the Yolo County Jail campus).

3.4.1 The CONTRACTOR will be responsible for locating a site for DRC services provided in West Sacramento and approved by Probation and the Sheriff.

3.4.2 The CONTRACTOR will also be responsible for all expenses associated with the West Sacramento property, i.e., electric, water, sewer, phone, internet access, etc. The CONTRACTOR will further be responsible for providing everything else needed to make the West Sacramento site operational, i.e., furniture, equipment, supplies, telephones, etc.

3.4.3 The CONTRACTOR will ensure the DRC facilities are secure by providing adequate supervision during hours of operation.

3.4.4 The contracted provider shall own or hold the lease on the West Sacramento DRC service site, which should be located in a neighborhood region ideally accessible via public

transportation and suited to the needs of the target population. The service site shall meet all code requirements, including public health, fire marshal, and American's with Disabilities Act (ADA) compliance regulations.

3.4.5 The West Sacramento facility selected by the CONTRACTOR is subject to final approval by the Probation Department and the Sheriff's Office. In case of lease, the CONTRACTOR shall provide a copy of the executed lease on an approved facility in West Sacramento, sufficient to lease the facility through the duration of the contract.

3.5 Hours of Operation. The DRC shall be able to provide monitoring and treatment services seven (7) days a week, with office hours that can accommodate the work schedules of the participants. Interested CONTRACTORS shall confirm agreement to these requirements with a minimum 40 hours a week of operation, primarily during the day on weekdays, but also in the evenings and on weekends and County holidays, as agreed upon with Probation and Sheriff's Office staff.

3.6 Capacity.

3.6.1 Out-of-Custody. The Day Reporting Center (DRC) shall maintain a minimum of seventy-five (75) slots for participants, to a maximum of one hundred twenty-five (125) participants.

3.6.2 In-Custody. The Day Reporting Center (DRC) shall maintain a minimum of fifty (50) slots for participants, to a maximum of one hundred (100) participants.

3.6.3 Expansion. The DRC must be able to accommodate for increases in population with the potential for growth in the future. A tiered cost structure and service capacity will allow for the expansion of the program as needed.

3.6.4 Engagement and Completion Incentives. It is anticipated that a percentage of the contract will be based upon agreed outcome measures related to participant engagement and completion.

3.7 Program Requirements. In its response to this RFP, CONTRACTOR shall provide a description of how they will meet these program requirements.

3.7.1 Licensing and Certifications. Upon contract award, staff (both CONTRACTOR and sub-contracted staff) providing direct services shall meet minimum State certification requirements for each specific discipline, i.e., substance abuse counseling, and family and parenting counseling as applicable.

3.7.2 Evidence-Based Practice. Programming provided at the DRC must use evidence-based cognitive behavior interventions to address criminogenic needs and be designed to reduce recidivism. CONTRACTORS must demonstrate a comprehensive understanding of these concepts. Interested CONTRACTORS responding to the RFP shall propose the curriculum and programming to be provided in the DRC and shall provide detailed information on the curriculum and programming proposed. The County reserves the right to negotiate curriculum and programming selection.

In accordance with Evidence-Based Practice (EBP) principles, the program will provide the appropriate dosage, duration and intensity of programming services, pro-social structure and supervision according to assessed level of recidivism risk.

3.7.3 Risk Assessments and Case Plans. The CONTRACTOR shall utilize the ORAS risk and needs assessment tool and generate an individualized case plan for each program participant based on the assessment.

- 3.7.4 Daily Check-ins. CONTRACTOR shall have the ability to provide daily check-ins. Actual check-ins will depend on participant progress within the program as determined by the CONTRACTOR. Initial daily check-ins will be in person. CONTRACTOR shall describe in detail, in the response to RFP, the initial as well as the progression of the check-in process.
- 3.7.5 Substance Abuse Counseling/Programming. Programming provided must be evidence-based and designed to reduce recidivism. Alcohol and drug services such as education, prevention and early intervention services shall be provided at the DRC. CONTRACTORs shall describe in detail how they will serve participants who may need alcohol and drug intervention, including relapse prevention (at all treatment levels, except residential).

The CONTRACTOR will partner with the Yolo County Health & Human Services Agency to identify DRC participants eligible for substance abuse and mental health benefits (i.e., SSI, SSDI, etc.).

- 3.7.6 Batterer's Intervention Program. Provider shall be trained in evidence-based programming and must utilize the University of Cincinnati's Cognitive-Behavioral Interventions – Domestic Violence (CBI-DV) curriculum.
- 3.7.7 Job Skills Training/Placement. CONTRACTOR shall describe in detail their proposed job skills training/placement programming. CONTRACTOR shall employ a variety of resources in order to transition program participants into long-term sustainable work. Training will include, but not be limited to, employment preparation (general presentation and demeanor, effective communication); job search strategies such as networking, interviews, résumé writing; skill development and job placement.
- 3.7.8 Educational Services/GED Assistance. CONTRACTOR shall describe their educational/GED assistance services to increase the participants' functional literacy and education. There shall be an onsite computer lab that will be utilized as a resource center for participants and as a classroom for courses.
- 3.7.9 Cognitive and Life Skills Development. CONTRACTOR shall describe in detail their proposed DRC curriculum designed to encourage participants to adopt a positive, law-abiding lifestyle. The training shall be based on cognitive-behavioral techniques and focus on defects in thought processes that lead to self-defeating decisions.
- 3.7.10 Parenting Skills. CONTRACTOR shall describe in detail how they will provide parents with easy to learn techniques and logical strategies for successful parenting.
- 3.7.11 Participant Incentives. CONTRACTOR shall describe in detail how they will utilize participant incentives throughout the duration of the program to improve engagement, retention and completion.
- 3.7.12 Referral Services. The DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures assisting with rapid referral and placement of participants in such programs in coordination with County-assigned reentry officers.
- 3.7.13 Immediate Notification. DRC staff shall immediately notify Probation and the Sheriff's Office of any problems that would jeopardize public safety or a participant's continuation in the DRC program. Problems shall include but not be limited to: failure to report and follow daily schedules; failure to participate in required activities; new arrests; positive test

for drug or alcohol usage and other behaviors that might pose a public risk. CONTRACTOR shall describe in detail their plan for immediate notification.

3.8 Reporting Requirements. Program referrals will be provided by the Probation Department and Sheriff's Office. The CONTRACTOR is responsible for all other detailed data collection and reporting. The CONTRACTOR will submit routine reports, included, but not limited to:

3.8.1 Daily Statistical Report. Maintain a daily attendance log that includes the time of arrival of all participants and provide to Probation staff on a daily basis.

3.8.2 Monthly Progress Report. Monthly progress reports on each participant in the DRC program shall be turned in by the 10th of the month. Information to be included in the progress report will include, but not be limited to:

3.8.2.1 Results of most recent assessment and individualized case plan;

3.8.2.2 Services participant received;

3.8.2.3 Staff assessment of treatment progress; and

3.8.2.4 Progress towards meeting case plan goals and recommendation for continuing, modifying or discontinuing program.

3.8.3 Discharge Report. When a participant is discharged from the program for reasons other than a graduation, a discharge report shall be completed and sent to the assigned Probation Officer or Sheriff's staff as appropriate. This report shall include, but not be limited to:

3.8.3.1 Name and Date of Birth;

3.8.3.2 History in the DRC, including compliance and non-compliance within the various program components;

3.8.3.3 Phase at time of discharge (if applicable); and

3.8.3.4 Date of termination and reason.

Sample reports shall be included with the response to this RFP.

3.9 Program Outcomes and Evaluation. In its response to this RFP, CONTRACTOR shall provide a description of the data collection and quality assurance process to generate outcome measures.

3.9.1 Service Delivery. As part of the process used to select the CONTRACTOR, the County will assess the methods whereby a CONTRACTOR intends to measure outputs and outcomes and evaluate the extent to which the services to be provided have actually been delivered. Those methodologies must be included in the Proposal.

3.9.2 Individual Outcome Measures. CONTRACTOR shall track both individual level data for all aspects of service delivery and outcomes specific to the following areas: Program referrals and case management services from the initial point of engagement to program exit or graduation. This includes but is not limited to:

3.9.2.1 Dosage, duration and intensity of programming services listed in Program Requirements;

- 3.9.2.2 Assessment scores upon program entry and exit;
- 3.9.2.3 Completion of phase levels and achievements;
- 3.9.2.4 Participant engagement and completion rate, including why participants fail to complete the program or challenges that could contribute to unsuccessful graduation; and
- 3.9.2.5 Participant satisfaction survey data.

### 3.9.3 Outcome Reporting.

Yolo County tracks program outcomes using the Results Based Accountability (RBA) framework which answers the following questions: 1) How much did we do? 2) How well did we do it? and 3) Is anybody better off?

3.9.3.1 Using the County's RBA Performance Measures Reporting Tool Template (Exhibit F), CONTRACTOR will submit a bi-annual report which shall include agreed upon performance measures (PM), separated by in-custody and out-of-custody populations, in each RBA category (minimum examples below):

- PM1: How much did we do?
  - # of individuals referred to the DRC
  - Demographic information for all participants served in reporting period (age, race, ethnicity, gender, etc.)
  - # of participants assessed
  - # of participants with case plans
  - # of services (i.e., # of classes, sessions) provided by service type
- PM2: How well did we do it?
  - # and % of individuals enrolled that attend first scheduled class/session
  - # and % of individuals enrolled who are still participating in services (a minimum of 50% of assigned sessions) at 30 days
  - # and % of individuals who had their first DRC session 72 hours after release from custody
  - Average ratings from participant satisfaction survey data
- PM3: Is anyone better off?
  - # and % of participants successfully linked to community-based organizations based on needs identified in case plans
  - # and % of case plan objectives reached
  - # and % completion rate by type
  - # and % of participants who continue in DRC services after transferring from in-custody to out-of-custody
  - # and % of participants employed (out-of-custody)
  - Change in risk/needs score upon program entry and exit

3.9.3.2 CONTRACTOR shall prepare an annual report and provide in-person presentations of the outcomes annually, at a minimum, to the Community Corrections Partnership and the Board of Supervisors.

### 3.10 Experience and Personnel Requirements.

- 3.10.1 Experience. CONTRACTOR shall describe in its response prior experience in working with adult offenders and evidence-based programming as described herein, including any prior Day Reporting Center operation experience.
- 3.10.2 Management Plan and Staffing. CONTRACTOR shall provide a detailed staffing and management plan for the proposed Day Reporting Center, to include an organizational chart and staff-to-participant ratios. CONTRACTOR must identify staff and their experience in the intended assignment and provide a job duty statement with qualifications stated in terms of experience, knowledge, skills and abilities necessary to carry out the duties of the position and include on-going training. As new staff are hired, this same information must be provided.
- 3.10.3 Background Clearance. CONTRACTOR shall conduct background checks on all employees and sub-contractors. Final Clearance for employees and sub-contractors of the CONTRACTOR will not be granted until the results of the Live Scan are received, and the Probation Department and Sheriff's Office provide final approval for clearance. The Probation Department has the authority to terminate the agreement immediately should a threat to security of confidential criminal offender records, probation file information, court records, etc. be identified.
- 3.10.4 Criteria for approval or denial of employees of CONTRACTOR include but are not limited to:
- 3.10.4.1 No arrests or convictions during the past three years.
  - 3.10.4.2 Not currently a felon under Parole or Probation or under any supervision as a result of criminal conduct.
  - 3.10.4.3 Not required to register per Penal Code Section 290, and/or Penal Code § 451.
  - 3.10.4.4 No conviction history involving a serious or violent felony as defined in Penal Code § 1192.7(c) or 667.5(c).
  - 3.10.4.5 Individuals previously convicted of crimes may be required to provide written evidence of successful completion of probation or parole. Individuals with a conviction history involving a serious felony, as defined by Penal Code § 1192.7, or involving a violent felony, as defined by Penal Code § 667.5, shall be reviewed on a case-by-case basis and may be approved or denied at the sole discretion of the Yolo County Probation Department.
- 3.10.5 Transitional Plan between Contractors. Should a new vendor be chosen as a result of this solicitation, a transition plan will be necessary. The Legacy Provider and the newly awarded CONTRACTOR will be required to work cooperatively to ensure a smooth transition for these services.

Transition is the expeditious, seamless and uninterrupted changeover of services within the scope described in this RFP from the Legacy Provider to the CONTRACTOR. Such transition shall be planned and accomplished by the CONTRACTOR in such a way as to have no adverse effect upon the County, nor upon the quality or continuity of the services being provided. The CONTRACTOR shall work in close cooperation with the Legacy Provider throughout the transition. From the start of the transition and prior to the final cutover date on which the CONTRACTOR will assume full responsibility for the services, the CONTRACTOR shall "shadow" the Legacy Provider. This ensures a complete

knowledge transfer to the CONTRACTOR of all information needed for providing the services. The CONTRACTOR shall develop and deliver a complete Transition Project Plan to the County within 30 days of contract award. The County reserves the right to provide direction and input to any proposed transition plan.

**Exhibit B**  
**Scope of Work and Budget**

**I. Background**

In 2011, the California Legislature chaptered the Public Safety Realignment Act (AB 109) and with that, transferred responsibility for supervising a certain population of individuals convicted of felony crimes whose committed offenses are deemed to be non-serious, non-violent and non-sex offenses (Non SVS Individuals) from the California Department of Corrections and Rehabilitation (CDCR) to local county jurisdictions.

Adult Day Reporting Centers (DRCs), an integral piece of county services provided under the realignment plan, supervise and provide intensive evidence-based services to individuals who are both in-custody and out-of-custody with the goal of maximizing the likelihood of effective community reintegration.

With this Agreement, the Yolo County offices of Probation and the Sheriff (Yolo County collectively) coordinate the referral of individuals to Contractor who, as hereinafter described, will provide in-custody and out-of-custody services at the Yolo County DRC locations.

**II. Contractor Responsibilities**

1. Manage Services by Phases. Contractor's service delivery model will be composed of four distinct phases: (1) Referral, (2) Intake, Assessment and Case Planning, (3) Case Management and Service Delivery and (4) Discharge Planning.

a. Referral.

i. With few rare exceptions, Contractor will contact referred individuals within two weeks upon receipt of a referral from Yolo County to schedule an intake appointment.

b. Intake, Assessment and Case Planning.

i. At the intake appointment or shortly thereafter, Contractor will evaluate the participant's immediate needs, any potential immediate barriers to participation in the DRC and outcomes of the Yolo County administered criminogenic needs assessment.

ii. Contractor will inform the participant about the rules and requirements of the DRC program.

iii. Contractor will develop an individualized case plan within the participant's first thirty (30) days that incorporates information obtained about the participant from the initial referral, assessments made by Yolo County and Contractor, any court and supervision mandates, conditions of supervision and discussions with the participant. If this process exceeds thirty (30) days, Contractor will record, in the form of a participant case note, the reason for the delay and a plan to complete all remaining components of the participant's case plan.

iv. Monthly Case Plan Reviews. Contractor will review the participant's case plan monthly, update the case plan when appropriate and record the same in the database.

- c. Case Management and Service Delivery.
    - i. Case managers will meet with DRC participants at a minimum for thirty (30) minute one-on-one meetings every other week or more often depending on the need of the participant.
  - d. Discharge Planning.
    - i. Out-of-custody participants will be prepared for discharge from the program at least thirty (30) days prior to projected program discharge dates. The Contractor will work with the participant prior to discharge to complete any remaining case plan goals, plan for sustainability of in-program achievements and develop goals for continued productivity and supervision compliance.
    - ii. Contractor will track participant outcomes and report on the reason for discharge, including whether the participant is (1) Successful, (2) an Approved Positive Transition (APT), or (3) Incomplete.
    - iii. For in-custody participants, Contractor will provide participants being released to Yolo County, a needs assessment and corresponding reentry plan that addresses the participant's needs and potential barriers and which links them to resources, including DRC resources, in Yolo County.
2. Provide Programs. Contractor will provide and/or collaborate with local community-based organizations to provide, curriculum and programming components of the DRC for participants of all genders and including for the following subject areas: anger management, batterer's intervention/interpersonal violence (10-, 26- and 52-week classes), community service opportunities, driving under the influence (DUI) program, employment/vocational training services, life skills, parenting, substance use disorder services, trauma and addiction and cognitive behavioral therapy (CBT) programs that address the factors that cause or contribute to criminal behavior, encourage participants to adopt pro-social, law-abiding lifestyles and focus on defects in thoughts processes that lead to self-defeating decisions. If additional programs, services, classes or curriculum (Additional Programs) are requested by Yolo County, Yolo County and Contractor will mutually negotiate an amendment to this Agreement that reflects an agreed upon scope, curriculum and cost for the Additional Programs. Contractor will notify Yolo County if a program, service, class or curriculum is no longer serving the needs of DRC clients.
- a. Locations. Contractor will provide DRC services at locations in Woodland, the Yolo County Jail and West Sacramento. The in-custody DRC shall be housed at 140 Tony Diaz Drive. The out-of-custody Woodland DRC shall be housed at 140A Tony Diaz Drive. Yolo County will provide facility space, janitorial and utilities at both the Woodland and Yolo County Jail locations.
    - i. West Sacramento Location. Contractor will maintain a DRC facility at 3680 Industrial Boulevard, Suite 100 in West Sacramento. The West Sacramento location is fully funded by the Contractor through an agreement with California Department of Corrections and Rehabilitation (CDCR) and the County will not incur any costs associated with maintaining the physical location of the West Sacramento DRC. Contractor will provide a copy of the current lease agreement for the West Sacramento facility to the County at the project start and with each renewal thereafter.
  - b. Hours of Operation. Contractor will ensure the DRC site remains open to participants continuously for eight (8) hours per day, Monday through Friday, except on approved holidays that fall on a weekday, with hours of operation accommodating the needs of the

participants as may be reasonably accomplished. Contractor may offer evening and weekend programs based on program and participant needs, as well as budgetary and staffing resources. Contractor may utilize subcontracted service providers to accommodate evening and weekend program needs of participants. Contractor may consider Yolo County requests for additional or modified program hours and will have up to sixty (60) calendar days to assess staffing needs, costs, participant need, projected participant demand, impact on Contractor staff and other DRC services and to respond to Yolo County regarding whether the request can be accommodated.

- c. Site and Program Schedule. Contractor will maintain a detailed site and program schedule to be provided to Yolo County at commencement of this Agreement and prior to any agreement renewal. Any changes made to the site or program schedule will be transmitted to Yolo County prior to implementation of the change.
- d. Staffing. Contractor's staffing pattern will include the positions set forth in the budget attached to this Agreement unless Contractor and Yolo County mutually agree to written revisions.
- e. Caseload Maximums.
  - i. Ratio For Transition Specialists. Contractor will maintain caseloads of up to thirty-five (35) participants per Transition Specialist.
  - ii. Out-of-Custody Participants. Contractor will maintain a combined total across the Woodland and West Sacramento locations of up to a maximum of one hundred twenty-five (125) participant slots. At the out-of-custody DRC, Contractor will serve adults under Yolo County Probation and Yolo County Sheriff supervision as well as other justice-involved individuals referred to the DRC by Yolo County. At the discretion of Contractor, parolees from the California Department of Corrections and Rehabilitation (CDCR) may participate in services at the Woodland DRC out-of-custody program.
  - iii. In-Custody Participants. Contractor will serve up to one hundred (100) participants housed at the Yolo County Jail at any given time, depending on available space and the number of referrals received and provide group programs for up to a maximum of fifteen (15) participants per group. Contractor will also facilitate up to fourteen (14) one-hour in-custody classes per week and based on availability and qualifications of staff, two (2) of these classes may be one-hour Spanish speaking cognitive behavioral classes. Contractor will coordinate with the Yolo County Sheriff's Office to determine days, times and duration of in-custody programs and will adhere to all policies, procedures and security clearance requirements of the Yolo County Jail
- f. Daily Check In. Contractor shall accommodate daily check-ins for participants. Actual check-ins will depend on the participant's case plan and progress as determined by the Contractor.
- g. Educational Services. Yolo County has entered an agreement with Yolo County Office of Education (YCOE) to provide educational services to participants. Contractor will support the engagement of participants in these services and will collaborate with YCOE to help maximize participation.
- h. Collaboration with Yolo County Health and Human Services Agency. Contractor will collaborate with Yolo County Health and Human Services Agency and local providers as applicable for mental health and substance use continuum of care services.

- i. Transportation. Contractor will help participants access public transportation to and from the DRC (i.e., by providing bus passes) as needed. Under no circumstances will Contractor provide monetary funds to participants for transportation purposes. Contractor staff shall not use their personal vehicle to transport participants.
- j. Licensing and Certification. Contractor will maintain all applicable licenses and certifications to provide DRC services and programs and ensure that any subcontracted partners, volunteers, individuals and organizations providing services to DRC participants provide evidence of and maintain, licenses and certifications where applicable, prior to execution of any agreement with Contractor and prior to providing DRC services.
- k. Spanish Speaking Services.
  - i. Contractor will ensure that daily sign in methods, enrollment packets and releases of information are accessible to participants whose primary language is Spanish.
  - ii. Contractor will provide services in Spanish for participants whose primary language is Spanish, such as classes, case management and linkages to community resources. Services provided will be determined by an assessment provided by Contractor to determine the participant's needs.
  - ii. Contractor will ensure that subcontracted DUI and Batterer's Intervention Program services are provided in Spanish by the subcontractor for participants whose primary language is Spanish.
- l. Program Coverage.
  - i. Contractor will be responsible for providing secondary/back-up coverage for all programs including groups and classes, case management services and coverage at the management level.
  - ii. Contractor will notify the affected County partner of cancelled, rescheduled and/or make-up group programming immediately upon identifying the change to Contractor's regularly scheduled programming.
  - iii. Contractor will notify affected participants of any cancelled, rescheduled and/or make up group programming immediately upon identifying the change to the Contractor's regularly scheduled programming.
  - iv. If Contractor must cancel a class or program service, the DRC participant's attendance record shall reflect the cancellation and the participant shall not receive a negative or "no show" outcome for the cancelled class or program service.
  - v. If Contractor cancels a class or program service, Contractor will schedule make-up opportunities for participants.
- m. Accessibility and Americans with Disabilities Act (ADA) Accommodation.
  - i. Contractor will ensure that all programs and services are ADA compliant and that all programming is accessible to participants with disabilities.
  - ii. Contractor will provide reasonable accommodations for participants with disabilities in accordance with Title II of the ADA, 42 U.S.C., Section 12131.

3. Utilize Evidence-Based Practices. Contractor will design program components, select curriculum and implement methodologies using evidence-based concepts found to produce a high rate of change and decrease the likelihood of renewed criminal activity.
4. Consider Remote Program Services. Contractor may develop and implement remote program services, including a hybrid model of both in-person and remote services, for participants who cannot physically attend the DRC for scheduled services. Virtual services may be conducted by video conferencing, telephone and email. Programs or services offered virtually will also be offered at the physical DRC site.
  - a. Contractor will designate, in the participant database, those participants who are receiving virtual services.
  - b. If not explicitly stated on the referral form, Contractor will obtain the approval of the participant's supervising officer to provide virtual services. Yolo County shall have final say in determining whether a participant may receive their DRC program in a virtual setting.
  - c. Contractor will ensure that a system is in place to obtain all enrollment paperwork, releases of information and other program-related documents for participants who receive virtual programming.
5. Attend Yolo Community Corrections Partnership (CCP), Steering Committee and Partner Check-In Meetings. Contractor executive staff will attend CCP meetings upon Yolo County request. Contractor will coordinate and facilitate the quarterly DRC Steering Committee and the monthly Partner Check-In meetings to oversee the Agreement, make executive decisions, review performance measures and discuss program needs.
6. Provide Networking and Internet Connectivity Infrastructure.
  - a. Contractor will provide networking and internet connectivity infrastructure at the Woodland out-of-custody location. Yolo County will provide phone lines for Contractor staff at the Woodland out-of-custody location and reimburse Contractor for costs of networking plan and maintenance.
  - b. Contractor, at Contractor's expense, will provide phones and networking at the West Sacramento location.
7. Collect Data and Perform Quality Assurance Reviews. Contractor will collect all participant demographic and program data to support data collection and evaluation efforts and to provide data and information as requested by Yolo County, in compliance with relevant confidentiality laws.
  - a. Database User Accounts. Contractor will provide up to six standard database user accounts for Yolo County Probation and Sheriff at no cost to Yolo County. Additional standard database user accounts requested by Yolo County will be billed at an annual rate per account per fiscal year as detailed in Exhibit B, Budget Worksheet, Expansion Budget. Contractor shall provide, at no cost to Yolo County, database user accounts, training and support for all of Contractor's DRC staff.
  - b. Tracking of Data and Outcomes. Contractor will track individual participant service delivery data and outcomes related to program referrals and case management services from the initial referral and enrollment dates through program exit, including but not limited to dosage hours, duration and intensity of program services, attendance, completion and engagement

rates, entry and exit assessment scores, completion of phase levels, achievements and participant satisfaction survey data.

- c. Attendance. Contractor will make best efforts to record in the database all participant attendance, including attendance at group and one-on-one sessions, by close of business one business day, or shortly thereafter, following the date of attendance.
- d. Quality Assurance Process. Contractor will maintain a quality assurance process to audit participant and program data and generate outcome measures. The quality assurance process shall include, at a minimum, routine participant file audits and program observations and the use of curriculum fidelity tools.
- e. Release of Data Upon Termination of Agreement. If permitted by relevant state and federal confidentiality laws, Contractor will turn over to Yolo County all data collected upon termination of this Agreement.

8. Provide Various Reports to County.

- a. Daily Statistical Reports. Contractor will complete Daily Statistical Reports for each participant to include the participant's name and time of arrival.
- b. Monthly Progress Reports. Contractor will submit a Monthly Progress Report on each active DRC participant by the 10th of each month. The Monthly Progress Report will include the results of the most recent assessment, services the participant received, staff assessment of treatment progress (case review), progress toward meeting case plan goals and the Contractor's recommendation for continuing, modifying, or discontinuing program.
- c. Discharge Reports. When a participant is discharged from the DRC, Contractor will submit a Discharge Report to the participant's supervising officer. The Discharge Report will include the participant's name and date of birth, program history, phase at discharge, exit date and reason for discharge.
- d. Annual Reports. Contractor will prepare an Annual Report and present outcomes to the Board of Supervisors and Community Corrections Partnership annually and as requested by Yolo County.
- e. Bi-Annual Reports. Contractor will use Yolo County's Results Based Accountability (RBA) Performance Measures Reporting Tool Template to generate and transmit bi-annual reports detailing agreed upon performance measures.
- f. Performance Measures. Contractor will work with Yolo County to develop performance measures specific to the RBA outcome categories by project start (July 1, 2023) and annually thereafter by July 1 of each contract year. Contractor and Yolo County may add performance measures or amend existing performance measures as needed and upon mutual agreement.

9. Utilize Criminogenic Assessment and Screening Tools.

- a. Out-of-Custody Participants on Supervision. For these participants, Yolo County will provide Contractor with "at-entry" Ohio Risk Assessment System – Community Supervision Tool (ORAS-CST) scores for Contractor's information and evaluation.
  - i. Scores for Successful or Approved Positive Transition (APT) Participants. Contractor shall request from the County and County will provide, for all out-of-custody participants

on supervision and who are discharging from the program as Successful or as an APT, the most recent ORAS-CST scores.

ii. Assess Changes in Entry and Exit ORAS-CST Scores. Contractor shall record all County-provided ORAS-CST scores in Contractor's database and assess changes in entry and exit scores among Successful and APT out-of-custody participants on supervision.

b. Needs Identification Instrument. Contractor shall utilize a needs identification instrument only for out-of-custody participants not on supervision and for in-custody participants being released to Yolo County.

#### 10. Referral Services.

a. Contractor will coordinate with local community providers (e.g., vocational training programs, residential substance use treatment programs, area shelters, food banks, etc.) as applicable.

b. Contractor will maintain a directory of local community resources that offer forms of assistance to participants.

c. Contractor will track the frequency and type of local community referrals provided by Contractor to participants.

11. Provide Immediate Notification of Problems. Contractor will notify the Yolo County Probation Department and/or local law enforcement as soon as practicable of any problems impacting public safety or the participant's continued DRC participation. Problems may include but are not limited to, the failure to report for and follow daily schedules, failure to participate in required activities, new arrests, disruptive behavior, conflicts with staff or other participants, substance use and intoxication and other behaviors that Contractor concludes may pose a public risk.

#### 12. Utilize Sanctions and Incentives.

a. Contractor may utilize Yolo County approved incentives to affirm positive participant behavior and achievements.

b. Contractor will coordinate with the Yolo County Sheriff to record, report and validate milestone credits earned by in-custody participants.

c. Contractor will recognize successful participants at an annual awards ceremony.

d. Contractor will support program-related sanctions placed on participants by supervising agencies, such as enrollment in additional or mandated services. Contractor will coordinate with the supervising agency to implement the program-related sanction at the DRC and coordinate with the participant to help support their compliance with the sanction.

#### 13. Engage in Professional Development.

a. Contractor will ensure staff participate in training and professional development programs that clearly define the knowledge and skills necessary to effectively case manage and provide reentry services to DRC participants.

b. Contractor will document all staff training and provide an annual report that summarizes planned and completed staff training and professional development activities.

- c. Contractor may temporarily close the DRC program, not to exceed a total of forty (40) hours annually, for staff training or professional development activities. Contractor will notify Yolo County and impacted clients thirty (30) days in advance of the closure date.

14. Maintain Hiring and Security Clearance Requirements.

- a. Contractor will adhere to pre-employment requirements of live scan clearance and tuberculosis testing for all Contractor staff. Contractor will immediately notify Yolo County of any vacancies. Contractor staff will meet or exceed the minimum qualifications as described in their job descriptions.
- b. Contractor staff, including subcontracted service providers and volunteers, providing services to inmates at the Yolo County Jail will submit a yearly application for clearance and adhere to the jail clearance process.

15. Adhere to Budget and Cost Controls.

- a. Contractor will utilize cost controls and operate within the agreed upon budget amount.
- b. Both Yolo County and Contractor must mutually decide to exercise any supplementary Yolo County-funded resources contained within Exhibit B, Budget Worksheet, Expansion Budget.

**III. County Responsibilities**

1. Referral, Assessment and Removal.

- a. Yolo County will refer in-custody and out-of-custody participants to the Contractor. Referrals will be made on a referral form and submitted electronically to the Contractor.
- b. Yolo County will assess participants, who are on supervision and who are referred to the out-of-custody DRC, for their risk to reoffend using the Ohio Risk Assessment System – Community Supervision Tool (ORAS-CST). County will provide supervised participants' ORAS-CST scores to the Contractor at the time of referral.
- c. For participants on supervision and who are discharging from the out-of-custody program as Successful or as an Approved Positive Transition (APT), Yolo County will provide to the Contractor, upon request, the most recent ORAS-CST scores.
- d. When applicable, Yolo County Probation and Sheriff staff will explicitly state on the participant's referral form that they are requesting remote virtual programming for a participant.
- e. When applicable, Yolo County Probation and Sheriff staff shall explicitly state on the participant's referral form that the participant needs Spanish speaking services.
- f. County reserves the right to remove a participant from the DRC program.

2. Collaboration. Yolo County will:
  - a. Facilitate collaboration among the Contractor, Yolo County Probation Department and Yolo County Sheriff's Office regarding participant referrals, activities, case plan progress, re-engagement and program discharge.
  - b. Assist Contractor with re-engagement of participants who are out of compliance with their case plan and DRC reporting requirements.
  - c. Periodically display a presence at the DRC sites, observe program and provide feedback to Contractor.
  - d. Ensure representatives from Yolo County Probation Department and Yolo County Sheriff's Office attend the DRC Steering Committee and Monthly Partner Check-In meetings.
3. Training and Technical Assistance. Yolo County will:
  - a. Provide updates to the Contractor relevant to effective management of participants pursuant Yolo County, Yolo County Probation Department, Yolo County Sheriff's Office and Yolo County Jail rules and regulations, policies and procedures.
  - b. Provide technical assistance, as needed, to the Contractor regarding networking and other infrastructure and program operation.
  - c. Through site visits, evaluate the program and physical facility, to ensure program quality and contract compliance.

**YOLO COUNTY  
(RFP) NO.: PROBRFPDL2201  
ADULT DAY REPORTING CENTER**

**BUDGET WORKSHEET  
Baseline Annual Budget (2023-2026) with FY2022-2023 Comparison**

(Budget will be prorated based on start date of contract)

Line Item	FTE	FTE 2022-2023	FY2022-2023	FY2023-2024	FY2024-2025	FY2025-2026
<b>Personnel Expenses</b>						
Project Specialist II	0.50	0.50	\$ 62,650.00	\$ 61,086.00	\$ 64,140.00	\$ 67,347.00
ROP Instructor (Community Service)	0.20	0.20	\$ 16,604.00	\$ 17,434.00	\$ 18,306.00	\$ 19,221.00
Office Assistants	1.50	0.50	\$ 27,861.00	\$ 71,486.00	\$ 75,006.00	\$ 81,344.00
Staff Secretary	0.13	0.13	\$ 8,292.00	\$ 8,702.00	\$ 9,132.00	\$ 9,742.00
Transition Specialists	3.50	2.50	\$ 196,781.00	\$ 232,267.00	\$ 246,481.00	\$ 262,597.00
Reentry Assistant	0.00	0.50	\$ 20,198.00	\$ -	\$ -	\$ -
Bilingual Stipend	various	various	\$ -	\$ 2,700.00	\$ 2,893.00	\$ 3,186.00
Temporary Help	various	various	\$ 6,120.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Staff Benefits	45%	41%	\$ 138,245.00	\$ 175,417.00	\$ 189,431.10	\$ 201,796.65
<b>SUBTOTAL PERSONNEL</b>	<b>5.83</b>	<b>4.33</b>	<b>\$ 476,751.00</b>	<b>\$ 574,092.00</b>	<b>\$ 610,389.10</b>	<b>\$ 650,233.65</b>
<b>Operating Expenses</b>						
Rent & Utilities			\$ -	\$ -	\$ -	\$ -
Case Management Database			\$ 3,501.00	\$ -	\$ -	\$ -
Office Supplies & Materials			\$ 11,745.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Telephone & Communication			\$ 4,634.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Postage/Mailing			\$ -	\$ 500.00	\$ 500.00	\$ 500.00
Electronic Sign-In System			\$ -	\$ 2,220.00	\$ 800.00	\$ 800.00
Travel			\$ 5,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,500.00
Training/Conferences			\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Food Costs			\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Participant Supports/Incentives			\$ -	\$ 500.00	\$ 2,000.00	\$ 2,500.00
Transportation			\$ 9,580.00	\$ 20,000.00	\$ 25,000.00	\$ 30,000.00
Events/Family Reunification			\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<b>SUBTOTAL OPERATING EXPENSES</b>			<b>\$ 50,960.00</b>	<b>\$ 75,720.00</b>	<b>\$ 81,300.00</b>	<b>\$ 87,300.00</b>
<b>Subcontractors (only as needed)</b>						
Subcontractor 1 52 Week Batterers			\$ 16,400.00	\$ 30,000.00	\$ 35,000.00	\$ 40,000.00
Subcontractor 2 DUI			\$ 12,800.00	\$ 30,000.00	\$ 35,000.00	\$ 40,000.00
Subcontractor 3 AOD			\$ 13,800.00	\$ 25,000.00	\$ 30,000.00	\$ 35,000.00
Subcontractor 4 Interpreting Services			\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
UA Testing			\$ 500.00	\$ -	\$ -	\$ -
GED Testing			\$ 250.00	\$ -	\$ -	\$ -
<b>SUBTOTAL SUBCONTRACTORS</b>			<b>\$ 43,750.00</b>	<b>\$ 95,000.00</b>	<b>\$ 110,000.00</b>	<b>\$ 125,000.00</b>
<b>Indirect Costs</b>						
Indirect Costs			\$ 48,539.00	\$ 65,398.27	\$ 69,125.33	\$ 73,205.49
<b>SUBTOTAL INDIRECT COSTS</b>				<b>\$ 65,398.27</b>	<b>\$ 69,125.33</b>	<b>\$ 73,205.49</b>
<b>GRAND TOTAL EXPENSES</b>			<b>\$ 620,000.00</b>	<b>\$ 810,210.27</b>	<b>\$ 870,814.43</b>	<b>\$ 935,739.14</b>

**YOLO COUNTY  
REQUEST FOR PROPOSALS (RFP) NO.: PROBRFPDL2201  
ADULT DAY REPORTING CENTER**

**BUDGET WORKSHEET  
Expansion Menu**

Personnel Options	2023-2026 Salary Range (incl Benefits)
Project Specialist I (1.0 FTE)	\$131,296-144,754
Transition Specialist (1.0 FTE)	\$74,075-89,846

Operating Options	Rate Per Account
Apricot Database User Accounts	\$1,200

Subcontracted Program Options	2023-2026 Range
Transitional/Sober Housing (at Rate of \$55 per night)	\$33,750-37,125
Additional Interpretation Services Beyond Baseline Budget Amount (See rate sheet, cost varies by type of service, services often require two hour minimum )	\$50-\$120 Per Hour

\*The above pricing for optional services is based on known costs as of the date of execution of this Agreement and may change due to union negotiations that affect salaries, increases in subcontracted service costs, or bid requirements that apply over the life of this Agreement. Accordingly, these projected costs identified in the Budget Worksheet Expansion Menu may increase or decrease pursuant to a written amendment to this Agreement. It is the intent of the parties to negotiate any amendments to this Agreement to protect both SCOE and the County from funding and/or expenditure changes caused by circumstances not under their respective controls.

**EXHIBIT C**  
**WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

**CONTRACTOR**

By \_\_\_\_\_

 5/4/23

\_\_\_\_\_  
Nicolas Schweizer, Associate Superintendent

**EXHIBIT D**  
**HIPAA COMPLIANCE**

(a) Contractor shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), hereinafter collectively referred to as the “Privacy Rule” and “Security Rule.” Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule and Security Rule.

(b) Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (including but not limited to Electronic Protected Health Information) to perform functions, activities, or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County.

(c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

(d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement.

(f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

(g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

(h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.

(i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of the County or an Individual, in the time and manner designated by the County.

(j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) Contractor shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with subSection (j), to permit the County to respond to a request by

an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, or at the request of the County to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

(m) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by HIPAA.

(n) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.

(o) Contractor shall report to the County any security incident of which it becomes aware.

(p) (1) Except as provided in subparagraph (2) of this section, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

(3) The respective rights and obligations of Contractor concerning the Privacy Rule and the Security Rule, including but not limited to the provisions of this Section, shall survive the termination of this Agreement.

(q) The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule, Security Rule, or any other requirements of HIPAA and its implementing regulations.