

**COUNTY OF SONOMA
DEPARTMENT OF HEALTH SERVICES
ALCOHOL AND OTHER DRUG SERVICES DIVISION**

Strengthening Families Program

REQUEST FOR PROPOSAL #110609



County of Sonoma Department of Health Services
Alcohol and Other Drug Services Division
1430 Neotomas Avenue
Santa Rosa, CA 95405
<http://www.sonoma-county.org/health/aods/>
Contact Phone: (707) 565-6949

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Section 1: Introduction

This RFP outlines the information necessary to understand the Contractor selection process and the required documentation necessary for the submission of proposals. This is a competitive Proposal.

A. Purpose of Request For Proposal

The County of Sonoma, Department of Health Services is soliciting proposals from organizations to implement the Strengthening Families Program for families participating in the Dependency Drug Court. The successful organization will be required to provide a 14 week educational series three to five times during the next three fiscal years. Up to \$36,000 will be available for the three years of implementation.

All interested proposers must meet the requirements specified in this Request for Proposal (RFP). Proposers must have qualified staff on hand for this project and be ready to begin work on March 17, 2010.

B. Background

Dependency Drug Court (DDC) is a court-supervised comprehensive treatment program for mothers and guardians whose children have been removed or are in danger of being removed from their home as a result of child abuse or neglect stemming from the parent's alcohol or other drug use. DDC programs are designed to improve treatment and outcomes for families involved in child welfare cases and affected by substance abuse disorders.

Local need and early research findings regarding the effectiveness of DDC programs led a Sonoma County multidisciplinary group with representatives from the court, attorneys for mothers, child welfare, and alcohol and other drug treatment providers to plan and implement a pilot program in May 2006. The County DDC pilot is a voluntary 12-month program that includes regular court appearances, community-based alcohol and other drug abuse treatment, 12-step participation and other support services. Its goal has been to decrease the incidence of child abuse/neglect by mothers with substance use disorders. The pilot serves approximately 15 mothers annually.

In October, the Department of Justice, Office of Juvenile Justice and Delinquency Prevention awarded a three year grant to expand Sonoma County's DDC. The goals of the expansion are:

- decrease the incidence of child abuse/neglect by mothers with substance use disorders;
- improve child developmental outcomes; and
- improve child permanency outcomes.

One strategy to help meet these goals is to implement family-focused programs to improve family stability and functioning. A number of family interventions have been found to be effective in strengthening family systems and reducing childhood and adolescent problems. The Strengthening Families Program (SFP) was designed and tested specifically for children of substance abusers and is one of seven programs that have met the highest level of evidence of effectiveness trials. SFP has been found to significantly reduce problem behaviors, delinquency, and alcohol and drug abuse in children and improve social competencies and school performance. Child maltreatment also decreases as parents strengthen bonds with their children and learn more effective parenting skills.

The Strengthening Families Program website provides detailed information about the program components and implementation costs. Interested organizations are encouraged to review the website and Attachments A and B to understand the scope of this program. An overview of staff responsibilities is included as Attachment A. A copy of the adult retro-post test to be completed at the end of each series is included as Attachment B.

<http://www.strengtheningfamiliesprogram.org/>

C. Minimum Qualifications

1. Strengthening Families Program Specific Qualifications

The successful proposer(s) must possess (without limitation) the following qualifications:

- a. Experience and success working with high risk families in the child welfare system.
- b. Experience in similar prevention/intervention projects provided under contract for local governmental entities.
- c. Experience in developing and timely completion of a project plan for similar projects.
- d. Assigned staff for duration of contract must be qualified to deliver the services described in this RFP.

2. Cultural Competency Requirements

The race/ethnicity distribution for women who have participated in the DDC since it began in 2006 is as follows:

Race/Ethnicity	Percentage
White	57%
Latina	23%
Native American	10%
African American	6%
Mixed/Other	4%

Organizations must demonstrate an ability to provide culturally competent services and provide a male and female group leader in both the parent and children's groups.

D. Scope of Services

The organization will:

1. Provide necessary facilities (one large meeting room for the meal and child care for children too young for program and two breakout rooms for the parents' and children's classes and then for the two family classes).
2. Provide qualified staff and include a male and female group leader in both the parent and children's groups. Volunteer interns may be used for second group leader positions for the children's groups. See Attachment A for list of staff responsibilities.
3. Send all program staff to a two day training provided by Sonoma County. At minimum, staff attending the training must include two group leaders for parents, two for children and one site coordinator. Additional staff may also be considered for attendance to serve as substitute and replacement leaders in the event that trained staff leaves the organization.
4. Conduct three to five 14 session series on Tuesday evenings for parents and children. It is anticipated that each series will include families with children from three to eleven years of age. Therefore, each organization will need to plan parallel presentations that use the curriculum appropriate for children ages 3-5 and ages 6-11. Parallel presentation requires two more group leaders for the additional children's group and dividing the Family Session into a shorter first period for the younger children and a longer second period for older children.

5. Require parents to complete the evaluation questionnaire at graduation and monitor parent completion to assure accurate completion of questions. See Attachment B for Parent Retro Pre/Post Test Questionnaire.
6. Report status of family participation (e.g., attendance, completion) to DDC Coordinator.
7. Prepare and submit evaluation questionnaires along with a two page Site Coordinator's form specifying the number of families, ethnicity, and other implementation descriptors to LutraGroup within thirty days of completing the series.
8. Offer one follow-up session at six months post graduation.

Section 2: Proposal Submission and Review

E. Proposal Submittal

All proposals submitted shall follow the guidelines as described in Section 3. Other proposal specifications include the following:

- Submit (1) electronic copy on CD using Microsoft Word document format at a version not less than MS Office Word 2003.
- Submit one (1) signed original.
- Submit six (6) copies of the proposal.
- Submit on standard 8.5 x 11" white paper, with consecutively numbered pages.
- Staple each copy in the upper left-hand corner. Do not place original or copies in binders or covers.

AODS has the option to reject any proposal submitted that does not adhere to the required format and sequence.

Emailed, faxed or late copies will not be accepted. Proposals must be enclosed in a sealed envelope or package and clearly marked "Strengthening Families Program - RFP." Proposals are due by **December 17, 2009 at 4:00 p.m.** and shall be submitted to:

**Gino Giannavola, Division Director
Sonoma County, Department of Health Services
Alcohol and Other Drug Services Division
Orenda Center
1430 Neotomas Avenue
Santa Rosa, CA 95405**

The proposal due date is subject to change. If the proposal due date is changed, a message will be posted on the website and sent to each organization that has indicated an interest by emailing cwolford@sonoma-county.org.

F. Interested Organization Conference

AODS has scheduled a conference to clarify any questions that applicants may have regarding the RFP specifications prior to submission of proposals. Although not mandatory, all applicants are strongly encouraged to attend the conference, as staff will not answer individual questions regarding the RFP after the conference. Conference notes will be posted on the AODS website by November 20, 2009. The conference is scheduled as follows:

Tuesday, November 17, 2009
9:30 – 10:30 a.m.
AODS Division, Orenda Center
1430 Neotomas Avenue
Santa Rosa, CA 95405
Room 1

Please register your attendance to Cathleen Wolford by calling 565-6949 or emailing cwolford@sonoma-county.org by Monday, November 16, 2009.

G. RFP Process and Time Line

The selection process and the key action dates are listed in this section. The procurement of these services will proceed as follows:

Proposals will be reviewed by AODS staff to determine compliance with the requirements outlined in the RFP. Failure to comply with the provisions of the RFP may be cause for disqualification of the proposal from further review. The determination to disqualify a proposal from further review shall be at the sole discretion of AODS.

Proposals that comply with all RFP requirements are scored by a Review Committee. Review Committee members include, but are not be limited to, representatives from the Department of Health Services and the Human Services Department. The Review Committee rates each proposal using a standardized scoring instrument.

AODS will make a recommendation to the Director of the County of Sonoma, Department of Health Services. AODS will then enter into contract negotiations with the successful organization

The service agreement will be presented to the Sonoma County Board of Supervisors for approval. The County Board of Supervisors will approve the Director to enter into a contract.

Time Line

Activity	Date(s)
Release Request for Proposals (RFPs)	November 6, 2009
Interested Organizations' Conference	November 17, 2009 9:30 – 10:30 a.m.
Responses to Questions Posted on Website	November 20, 2009
Proposals Due	December 17, 2009
Initial Review	Week of January 4, 2010
Contractor Review Committee Evaluation	Week of January 11, 2010
References checked on selected organization	Week of January 18, 2010
Dept. of Health Services Announces Recommendation by email	Week of January 25, 2010*
Deadline for appeals	Seven days after email announcement of recommendation
Contract provisions finalized	February 15, 2010*
Board of Supervisors approves Director to enter into contract	March 16, 2010**
Program Start Date	March 17, 2010**

* Date may change

** Date contingent upon Board of Supervisors schedule

H. Selection Criteria

Proposals will be reviewed by a selection committee and will be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):

1. Demonstrated ability to perform the services described.
2. Experience and expertise in implementing cognitive/behavioral parent training.
3. Experience and expertise in implementing children's skill training.
4. Willingness to budget and participate in evaluation (\$4000).
5. Quality of work as verified by references.
6. Cost – a budget which shows the ability to provide services as indicated in the Scope of Services.
7. A demonstrated history of providing similar services to comparable populations.
8. Completeness of proposal.
9. Process/approach used to implement this project.
10. The County may evaluate any information from any source it deems relevant to the evaluation.

11. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

Section 3: Content of Proposal

All proposals submitted shall follow the outline as specified in this section. Proposals that do not adhere to the required format and sequence may be disqualified from review.

It is to the applicant's advantage to document all statements concerning experience, knowledge, training and capabilities to the maximum extent possible. We encourage applicants to be as explicit as possible in responding to each section of the RFP. Simply stating that the applicant understands the requirements or paraphrasing this RFP will be considered inadequate.

I. Proposal Cover Letter

Provide a cover letter that:

- Includes statements that you agree to the terms of the agreement (sample provided as Attachment C) and, if selected will submit the required insurance endorsements. The County's Workers' Compensation and Commercial General Liability requirements are stated in Attachment C, Sections 6.1 and 6.2.
- The individual or organization name, full mailing address, e-mail address, telephone number, and the name of the primary contact person.
- The name, title and organization of the individual authorized to enter into an agreement with the County of Sonoma.

J. Organization Background

This narrative section must not exceed a total of two (2) pages.

- Provide your organization's mission/purpose.
- Describe your organization's size and location.
- Describe the services normally provided by your organization.

K. Experience in Providing Parent and Children Skills Training

This narrative section must not exceed a total of four (4) pages.

Summarize your experience serving families in the child welfare system.

Summarize your experience serving parents with alcohol or other drug problems.

Parents

Describe programs your organization has offered to help parents improve parenting skills.

Describe the approach(es) used by these parenting programs.

Describe how you have measured the impact of the adult programs for parenting improvements.

Children

Describe prevention and/or intervention programs your organization has offered to children.

Describe the approach(es) used by these programs.

Describe how you have measured the impact of these programs to change behaviors in children.

Describe any integrated programs your organization provided that served both parents and children.

Describe your organization's experience in providing cognitive/behavioral parent training.

Describe how you perceive SFP will impact your existing parenting and children programs.

L. Implementation Description

This narrative section must not exceed a total of four (4) pages.

Describe how your organization will accomplish the following tasks and services outlined by the Strengthening Families website and in Attachments A and B:

1. Provide necessary facilities (one large meeting room for the meal and child care for children too young for program and two breakout rooms for the parents' and children's classes and then for the two family classes).
2. Provide an organizational chart of those who will be providing this program with a brief description of each person's qualifications. See Attachment A for a list of staff responsibilities. Staff must include a male and female group leader in both the parent

and children's groups. Volunteer interns may be used for second group leader positions for the children's groups.

3. Ability to send all program staff to a two day training provided by Sonoma County. At minimum, staff attending the training must include two group leaders for parents, two for children and one site coordinator. Additional staff may also be considered for attendance to serve as substitute and replacement leaders in the event that trained staff leaves the organization.
4. Ability to plan and conduct three to five 14 session series on Tuesday evenings for parents and children. It is anticipated that each series will include families with children from three to eleven years of age. Therefore, each organization will need to plan parallel presentations offering curriculum appropriate for children ages 3-5 and ages 6-11. Parallel presentation requires an assigned group leader for each of the additional children's group and dividing the Family Session into a shorter first period for the younger children and a longer second period for older children.
5. Ensure completion of parent evaluation questionnaire at graduation. Ability to monitor parent completion to assure accurate completion of questions. See Attachment B for Parent Retro Pre/Post Test Questionnaire.
6. Report status of family participation (e.g., attendance, completion) to DDC Coordinator.
7. Prepare and submit evaluation questionnaires along with a two page Site Coordinator's form specifying the number of families, ethnicity, and other implementation descriptors to LutraGroup within thirty days of completing the series.
8. Ability to provide one follow-up session at six months post graduation.

M. Cost

This narrative section must not exceed a total of one (1) page.

This is a fixed-price, deliverables agreement. You may use Attachment D to provide the budget for this project. The budget should include, but not be limited to the name, title, rate per hour and estimated number of hours for all personnel and indirect costs including travel costs. You may use up to one page to explain anything that you think will not be clearly addressed in Attachment D.

N. Attachments

1. Prepare a budget following the Cost section M in this RFP, using Attachment D.
2. Provide at least three customer/client references from previous projects that are similar in nature and scope to this project.

Section 4: County Requirements

O. General Information

1. Rights and Regulations

Sonoma County reserves the right to accept any proposal and to negotiate an agreement with any proposer. The successful proposer will be required to comply with all applicable equal opportunity laws and regulations.

Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.

All Proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Board of Supervisors.

Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the selections are made, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page. The County will consider a proposer's request for exemptions from disclosure; however, the County will make a decision based upon applicable laws. An assertion by a proposer that the entire proposal, or large portions, is exempt from disclosure will not be honored.

2. Precontractual Expenses

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

3. Alternatives

If proposers take exception or make alterations to any requirement of the RFP, alternatives must be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Proposers must indicate in the cover letter that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the

acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Agreement

Proposers shall be willing to provide the required insurance and accept the terms of the Agreement. A sample of the Agreement is included as Attachment A. With few exceptions, the general terms will not be negotiated. Article 5 of Attachment A, Indemnification of the Agreement, will not be negotiated. Proposers must include in the cover letter a statement as to the willingness to sign an agreement with the existing contractual language. Statements must include specifics as to any contractual language the proposer wishes to change. Please note that any exceptions or changes to the Agreement may constitute grounds to reject the proposal. Please note that if you submit a proposal that does not address exceptions to the agreement you are accepting all terms and conditions contained therein.

P. Duration

All proposals will remain in effect and legally binding for at least ninety (90) days.

Q. Cancellation of Intent to Award

Time is of the essence in awarding the agreements. The County reserves the right to cancel any intent to award and proceed with the award to other contractors if any selected contractor has not signed the agreement within two weeks after the notification of intent of award.

R. Appeal

Following notice of intent to award, a period of 7 days is allowed for the receipt of appeals. Agencies not selected for funding have the right to file an appeal if they believe that a significant material error occurred in the proposal evaluation and/or selection process that had a negative effect on their consideration for funding. The following rules apply to the appeal process:

1. Appeals will only be accepted from agencies that submitted proposals for funding. No third party appeals will be considered.
2. Appeals must be filed in writing and sent to Rita Scardaci, Director, Sonoma County Department of Health Services. Appeals should be sent to 475 Airport Blvd., Santa Rosa, CA 95403 and copied to Gino Giannavola at 1430 Neotomas Avenue, Santa Rosa, CA 95405. Appeals must be received within 7 days of the email notice of intent to award.
3. The Director will review the appeal and issue a final decision within ten (10) working days of receipt of the appeal.

S. Web Site References

<http://www.sonoma-county.org/health/aods/>

<http://www.strengtheningfamiliesprogram.org/>

Section 5: Attachments

Attachment A - Strengthening Families Program Staffing

Proposed staff should be ethnically matched to target population so staff can make cultural adaptations as needed in the delivery of SFP. Group leaders for both parent and the children's groups should include a man and a woman. Staff should have experience running children's groups or parenting skills groups. They do not have to be licensed social workers or psychologists.

Staff Responsibilities:

Program or Site Coordinator responsibilities:

- Hiring and supervising the group leaders.
- Contacting identified families.
- Arranging weekly healthy meals to be served to families.
- Providing incentives for attendance and graduation gifts.
- Communicating with the families to assure they attend the weekly sessions.
- Administering the posttest and assuring that parents complete the form correctly.
- Mail posttests to evaluation team.
- On site for each SFP session to serve as a backup group leader if needed and to conduct the process session at the end.

Adult Group leader responsibilities:

- Understand the ethical, professional and legal responsibilities of SFP Group Leaders.
- Understand the dual responsibility of group management and lesson delivery.
- Prepare creative and culturally-appropriate lesson materials based on the SFP curriculum.
- Deliver the parent's skills training classes with a co-leader.
- Lead the family practice session in the second hour.
- Meet with the Site Coordinator at the end of the group session weekly to discuss the lesson delivery and additional issues or services that some of the client's might need.

Child Group leader responsibilities:

- Prepare creative and culturally-appropriate lesson materials based on the SFP curriculum
- Deliver the children's skills training classes with a co-leader
- Lead the family practice session in the second hour
- Meet with the Site Coordinator at the end of the group session weekly to discuss the lesson delivery and additional issues or services that some of the client's might need

Attachment B - SFP Parent/Guardian Retro Pre/Post Test Questionnaire

**INSTRUCTIONS TO PERSONS ADMINISTERING THIS QUESTIONNAIRE
(Please read in advance. Do NOT read aloud!)¹**

Have the parents/guardians take the retrospective/post-questionnaire at an additional session if possible. If not, administer it either a week prior to graduation or at the graduation. This questionnaire asks the parents to report on their parenting skills and their identified child's skills ***in the month BEFORE beginning this class and in the last month before THE CLASS ENDS***. We know that the evaluation process can feel intrusive. We apologize, but we need your help and support to make this work – because this information is a requirement of keeping this grant. Without this level of evaluation, funding will not be available now or later through state, federal, and county funding sources. This is an opportunity to find out how successful this program is for your families. We have used this parenting test many times with over 5,000 families and always find extremely positive outcomes. So this evaluation can only help your organization to keep your funding and expand this evidence-based and highly effective program for other families. Your attitude is contagious as you have established yourself as a leader and role model for these families.

¹ Karol Kumpfer, Ph.D. Psychologist, Department of Health Promotion and Education, University of Utah for the Strengthening Families Program evaluation. It can be used only by authorized personnel on this project.

QUESTIONNAIRE INSTRUCTIONS

(Please read in advance. Do NOT read aloud)

Have Parents determine the Identified Child to be rated. The parents are asked to rate only one child in the program so that they don't have to fill out forms for all children.

For those sites that are receiving funding for a specific SFP age version, the parents MUST rate a child in that age range (SFP 3-5, 6-11, 10-14, or 13 –17) attending the program as the “identified” child.

If the parent has more than one child in the SFP program age range attending groups, it is best for them to select the child with the most behavioral problems or the oldest child in that age range. If more than one adult is attending, the mother or father should rate the identified child and the second adult (e.g., spouse, step parent, foster parent, or grandparent) should rate the child with the next most behavior problems.

Read each of the Questionnaire's questions and the answers out loud to the parents as a group. (Write the scale on a flip chart or the board to point to them). Have participants confidentially write their answers in the answer spaces on the questionnaire. If no answer fits the response categories, have the parents mark "Other" and write down their answer. The evaluation staff will use this data to create new categories on the next version of this questionnaire. The parents have the right to not complete any question that they don't want to.

**IMPORTANT INSTRUCTIONS FOR MONITORING POST/RETRO QUESTIONNAIRE
(Please read in advance. Do NOT read aloud)**

Please monitor that the parents have written down **two numbers** next to each question. Remind parents as they complete the questionnaire for each question that they should write a number for how things were **when they started** the class and then a number for **now. Monitor after the first few questions, and check again when they turn in their sheets. If some are not completed, ask them to finish the questionnaire with two numbers per question.** (The questionnaires are useless if they only write down one score for each question or mark the same number (5) for all questions. So please stress to parents that the **numbers should be different if they think that their family has improved or changed.**) It may be helpful to have blank pieces of paper available that parents can use like rulers to line up under the questions and answer blanks to be sure they put the numbers in the correct spaces.

COLLECTING THE QUESTIONNAIRES FROM PARENTS

(1) Have a manila envelope addressed to Dr. Kumpfer at LutraGroup, (2) Have the parents place the completed Questionnaires in the envelope. (3) When you have collected them all, make a photocopy and then mail by regular postal service or Federal Express the originals to

Dr. Karol Kumpfer
LutraGroup
5215 Pioneer Fork Road
Salt Lake City, Utah 84108
801 583 4601

Keep the photocopies in a labeled file so you can find them in case the originals are lost in the mail. (4) In the envelope, please include your Site Coordinator Information Survey, Retro/Post Questionnaires parent with Client Satisfaction, youth surveys for youth 10 and above, and new Group Leader surveys. **Include a cover sheet that states:**

The organization
The beginning and end days of the cycle
The number of families starting and completing the cycle.
A contact person at the organization if we have any questions.

If you have any questions you can contact Dr. Karol Kumpfer, evaluator, directly at: 801. 582.1652 mornings or 801 583 4601 or 801 581 7718 afternoons or at kkumpfer@xmission.com.

Thank you! We appreciate all your efforts!

**Retro/Post-Questionnaire Instructions to the Parent
(To be read EXACTLY AS WRITTEN)**

You and your family have completed the Strengthening Families Program to help your family to be stronger, kinder, and more organized. You have learned how to be a better parent and your child or children learned many new social skills to make friends more easily, behave better at home, and do better in school. To know how much you and your child(ren) have changed, we are asking you some questions. First we will ask about you and your family **BEFORE the class**, and then we will ask how your family is **NOW**. Please answer these questions as honestly and accurately as you can. Your answers are confidential and will not be told to any one, including any organization staff working with your family. The results will be sent without names attached to our evaluator at the University of Utah.

This is not a test. The information from this questionnaire is used to monitor the program; to see how families have changed; and to recommend ways to improve the program in the future. You don't have to answer any question that you don't want to. I will read the questions and the possible answers to you. Please write down the number of the best answer for you. Remember, there are no right or wrong answers. If you have any questions, just ask.

Thank you.

When you have finished section one and are ready to begin the “parenting scale,” read the following instructions:

For the rest of the questionnaire, you will need to write two answers to every question. On the left side of the page you will write a number for how things were **BEFORE** you started the program. On the right side you will write a number for how things are **NOW**. That means if you think your family has changed because of participation in Strengthening Families, the two numbers you write down will be **DIFFERENT**. If you have any questions, please ask.

STRENGTHENING FAMILIES PROGRAM: ABOUT YOUR FAMILY

Name (First Name and Initial of Last Name only): _____

Organization and Location: _____

Today's Date |__| |__| / |__| |__| / |__| |__|

Which version of the Strengthening Families Program (SFP) did you complete?

1 = SFP 3- 5 , 2 = SFP 6 –11, 3 = SFP 10= 14, 4 = SFP 13 =17

Is this your first time participating in Strengthening Families Program? Yes No

If No, how many sessions of your previous round did you and your family attend? _____

1. _____ Gender of Adult Completing This Form 1 = Male 2 = Female
2. _____ Gender of identified Child 1 = Male 2 = Female
3. _____ What is your ethnicity? (if mixed, circle all that apply)
1 = African American/Black 5 = Alaska Native
2 = Asian 6 = White
3 = American Indian 7 = Hispanic or Latino
4 = Pacific Islander 8 = Other (Specify) _____
4. _____ What is the language you use most often at home?
1= English 2 = Spanish 3 =Other Language: specify: _____
5. _____ (mm/yyyy) When were you born?
6. _____ (mm/yyyy) When was your identified child born?
7. _____ (grade) What is this child's grade in school?
8. _____ (# kids) How many children do you have?
9. _____ (# kids) How many of your children attended this program with you?
10. _____ Which situation best describes why you enrolled in this program?
1=voluntarily enrolled 2=condition of court order 3=condition of case manager
4=voluntarily to satisfy requirement for parenting classes
5= to have additional contact with my child 6=other(specify) _____
11. _____ What is your relationship to the identified child in program?
1 = Mother 4 = Aunt or Uncle 7 = Close Non-relative
2 = Father 5 = Older Sister or Brother (Mentor/Advocate)
3 = Grandparent 6 = Resource Parent 8 = Other (Specify) _____
12. _____ (mm/yyyy) How long has the identified child lived with you?
13. _____ (mm/yyyy) If the child does not live with you, in what month and year did the child go to live lived with others?

Before Program	1= Never, 2= Seldom 3= Sometimes, 4= Frequently, 5= Almost Always	
_____	18. Have you been diagnosed with a mental health diagnosis and if so, what? 1=No 2=Hyperactive 3=Attention Deficit (ADD) 4= Anxiety Disorder 5= Personality Disorder 6= Depression 7= Bi-polar Depression 8= PTSD 9= Other (specify): _____	_____
_____	19. Has your child been diagnosed as having any behavioral or emotional problems? 1=No 2=Hyperactive 3=Attention Deficit (ADD) 4= Anxiety Disorder 5= Conduct Disorder 6= Depression 7=Other (specify): _____	_____
_____	20. What best describes your criminal justice involvement, other than with child protective? 1= Not involved 2= Pending Charges 3= Presentence 4= Probation/Parole 5= Incarcerated	_____

Client Satisfaction (Kumpfer, 2002)

1. _____ (Hours/Week) Prior to beginning these SFP classes, how many hours of service per week did you or your family receive from this organization?

2. _____ Who told you about this SFP class?

1= friend , 2= program staff, 3= case manager, 4= counselor,
5= court staff/judge 6= read about it, 7= other:

Specify: _____

3. _____ How well did you know any of the program group leaders prior to signing up for this program?

1= Not at all 2 Very little 3= Somewhat 4 = Well 5= Very Well

4. _____ How many sessions did you attend of this program?

5. _____ How many sessions did your child attend?

6. _____ How satisfied were you with this program?

1= Not at all 2 Very little 3= Somewhat 4 = Well 5= Very Well

7. _____ Would you like to come back for refresher classes or family reunions?

1= Yes, weekly 2= once a month 3= every six months 4 =once a year
5=Never

8. _____ Would you recommend this parenting class to other families?

1= Yes, definitely 2= Yes, 3= Maybe 4= No

9. _____ How much has this class helped your family?

1= Not at all 2 Very little 3= Somewhat 4 = A lot

10. _____ Overall how would you rate your satisfaction with your group leaders?

1= Not at all 2 Very little 3= Somewhat 4 = Well 5= Very Well

11. _____ How much do you think this class has increased your changes of regaining custody of your child?

1= Not at all 2 Very little 3= Somewhat 4 = Well 5= Very Well

PARENTING SCALE (Kumpfer, 1989)

Please use the following scale to rate yourself or your identified child before and after this program. (Two numbers should be written down and should be different if you saw change):

1= Never, 2= Seldom 3= Sometimes, 4= Frequently, 5= Almost Always	
Before Program	Now
_____ 1. I praise my child when he/she has behaved well.	_____
_____ 2. I use clear directions with my child.	_____
_____ 3. My child controls his or her anger.	_____
_____ 4. My child helps with chores, errands, and other work.	_____
_____ 5. I handle stress well.	_____
_____ 6. I feel I am doing a good job as a parent.	_____
_____ 7. We talk as a family about issues/problems, or we hold family meetings.	_____
_____ 8. We go over schedules, chores, and rules to get better organized.	_____
_____ 9. I spend quality time with my child.	_____
_____ 10. I let my child know I really care about him or her.	_____
_____ 11. I am loving and affectionate with my child.	_____
_____ 12. I enjoy spending time with my child.	_____
_____ 13. I follow through with reasonable consequences when rules are broken.	_____
_____ 14. I reward completed chores with affirmations/praise, allowances or privileges.	_____
_____ 15. I talk to my child about his or her plans for the next day or week.	_____
_____ 16. I talk to my child about his or her friends.	_____
_____ 17. I know where my child is and who he/she is with.	_____
_____ 18. I talk to my child about his/her feelings.	_____
_____ 19. I use appropriate consequences when my child will not do what I ask.	_____
_____ 20. I use physical punishment when my child will not do what I ask.	_____

Before Program	1= Never, 2= Seldom 3= Sometimes, 4= Frequently, 5= Almost Always	
_____	21. I yell or shout when my child misbehaves.	_____
_____	22. I talk to my child about how he/she is doing in school (write 0 if your child is not in school.)	_____
_____	23. I check to see if my child completes his/her homework (write 0 if your child is not old enough for homework.)	_____
_____	24. I feel happy about my life most of the time.	_____
_____	25. Our family has clear rules about alcohol and drug use.	_____
_____	26. People in my family often insult or yell at each other.	_____
_____	27. People in my family have serious arguments.	_____
_____	28. We argue about the same things in my family over and over.	_____
_____	29. We fight a lot in our family.	_____
_____	30. My child is happy most of the time.	_____
_____	31. My child's friends are a good influence.	_____
_____	32. My child gets good grades (A's or B's, or "satisfactory"). (write 0 if your child is not in school).	_____
_____	33. My child gets into trouble at school (or other organized setting if not old enough for school).	_____
_____	34. My child uses tobacco. (Age of first use: _____ years)	_____
_____	35. My child drinks alcohol. (Age of first use: _____ years)	_____
_____	36. My child uses illegal drugs. (Age of first use: _____ years. Drugs used?: _____.)	_____
_____	37. I use alcohol or drugs around my child.	_____
_____	38. I have 5 or more drinks of alcohol in a day.	_____
_____	39. I use illegal drugs (marijuana, etc.)	_____
_____	40. I talk with my child about the negative consequences of drug use.	_____

OVERALL FAMILY STRENGTHS/RESILIENCE (Kumpfer, 1997)

How much strength would you say your family had when starting the program (Before Program) and Now? (Two numbers needed. Second number should be larger if family improved)

1 = None 2 = Little strength 3 = Some strength 4 = Considerable strength 5 =Very Strong

Before Program	Now
_____ 1. Family Supportiveness/Love/Care	_____
_____ 2. Positive Family Communication (clear directions, rules, praise)	_____
_____ 3. Effective Parenting Skills (reading to child, rewarding)	_____
_____ 4. Effective Discipline Style (less spanking, consistent discipline)	_____
_____ 5. Family Organization (rules, chores, self responsibility)	_____
_____ 6. Family Unity (togetherness, cohesion)	_____
_____ 7. Positive Mental Health (generally feeling good about selves)	_____
_____ 8. Physical Health	_____
_____ 9. Emotional Strength	_____
_____ 10. Knowledge and Education	_____
_____ 11. Social Networking (making or talking with friends, building community)	_____
_____ 12. Spiritual Strength	_____

DRUG & ALCOHOL USE (CSAP GRPA)

In the past 30 days, on how many days have **you** used the following?

In the past 30 days, on how many days do you think **your child** used the following?

Before Program	Now	Before Program	Now
_____ 1. Alcohol	_____	_____ 1. Alcohol	_____
_____ 2. Alcohol to intoxication	_____	_____ 2. Alcohol to intoxication	_____
_____ 3. Tobacco	_____	_____ 3. Tobacco	_____
_____ 4. Marijuana/hashish/pot	_____	_____ 4. Marijuana/hashish/pot	_____
_____ 5. Other illegal drugs (type?_____)	_____	_____ 5. Other illegal drugs (type?_____)	_____
_____ 6. Prescription drugs not prescribed by your doctor (type?_____)	_____	_____ 6. Prescription drugs not prescribed by your doctor (type?_____)	_____

ABOUT YOUR CHILD

How often did your identified child do the following activities in the last month? (For the "Before Program" column, refer to the month before you began the program).

1. Never 2. Sometimes 3. Often 4. Almost always 5. Always

Before Program	Now	Before Program	Now
_____ 1. Completes work and chores	_____	_____ 22. Mind wanders	_____
_____ 2. Is friendly	_____	_____ 23. Shows off or clowns	_____
_____ 3. Is stubborn	_____	_____ 24. Doesn't listen to others	_____
_____ 4. Concentrates	_____	_____ 25. Helps others	_____
_____ 5. Breaks rules	_____	_____ 26. Is polite	_____
_____ 6. Socializes with other kids	_____	_____ 27. Has nightmares	_____
_____ 7. Shows poor effort	_____	_____ 28. Has trouble sleeping	_____
Before Program	Now	Before Program	Now

___ 8. Works well alone	___	___ 29. Knows how to communicate	___
___ 9. Hurts others physically	___	___ 30. Knows how to stay out of trouble	___
___ 10. Pays attention	___	___ 31. Can resolve conflicts without fights	___
___ 11. Breaks things	___	___ 23. Lies	___
___ 12. Is rejected by other kids	___	___ 24. Seeks out peers for activities together	___
___ 13. Learns up to ability	___	___ 25. Argues with adults	___
___ 14. Yells at others	___	___ 26. Works hard	___
___ 15. Interacts well with other Kids	___	___ 27. Teases other kids	___
___ 16. Is easily distracted	___	___ 28. Stays on task until completed	___
___ 17. Takes others' property	___	___ 29. Can sit still	___
___ 18. Avoids other kids	___	___ 30. Skips school (0 if not old enough for school)	___
___ 19. Fights	___	___ 31. Uses a weapon in a fight	___
___ 20. Is eager to learn	___	___ 32. Friends seek him/her out for social activities	___
___ 21. Damages other's property on purpose	___	___ 33. Runs around a lot, climbing on things.	___
___ 34. Runs away from home Overnight	___	___ 40. Looks sad or down	___
___ 35. Starts physical fights	___	___ 41. Interrupts others	___
___ 36. Has lots of friends	___	___ 42. Has low energy	___
___ 37. Is always "on the go"	___	___ 43. Blurts out answers before the question is completed	___
___ 38. Is irritable	___	___ 44. Stutters	___
___ 39. Loses temper	___		

About You (CES-D, Radloff, 1977)

How often you have felt the following ways during the past week?

1. Never 2. Sometimes (1-2 days) 3. Often (3-4 days) 4. Most days (5-6 days) 5. All days

Before Program		Now
_____	1. I was bothered by things that usually don't bother me.	_____
_____	2. I did not feel like eating; my appetite was poor.	_____
_____	3. I felt that I could not shake off the blues even with help from family/friends.	_____
_____	4. I felt that I was just as good as other people.	_____
_____	5. I had trouble keeping my mind on what I was doing.	_____
_____	6. I felt depressed.	_____
_____	7. I felt that everything I did was an effort.	_____
_____	8. I felt hopeful about the future.	_____
_____	9. I thought my life had been a failure.	_____
_____	10. I felt fearful.	_____
_____	11. My sleep was restless.	_____
_____	12. I was happy.	_____
_____	13. I talked less than usual.	_____
_____	14. I felt lonely.	_____
_____	15. People were unfriendly.	_____
_____	16. I enjoyed life.	_____
_____	17. I had crying spells.	_____
_____	18. I felt sad.	_____
_____	19. I felt that people dislike me.	_____
_____	20. I could not get "going".	_____

Thanks you so much for your time in completing this survey!!

If you have any additional comments about the program, its contents, the group leaders, what you learned or improvements in your family, please add them here:

Attachment C - Agreement for Services

COUNTY OF SONOMA AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____, 20____, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and _____, a Type of Entity (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified agency, experienced in providing services to high risk families; and

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to contract with Contractor to provide those services,

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

A G R E E M E N T

I. Scope of Services.

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

1.2 Cooperation with County. Contractor shall cooperate with County in the performance of all services hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require

Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, key personnel are identified in Exhibit C.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1 Payment for Services. In full consideration of Contractor's satisfactory performance in providing services described in Exhibit A, Contractor shall be paid in accordance with the line item budget set forth in Exhibit B, attached hereto and incorporated by this reference. Any amendments to line item budget shall only be made subsequent to the written agreement of both parties.

2.2 Maximum Payment Obligations. In no event shall County be obligated to pay Contractor more than the total sum of **Thirty Six Thousand Dollars (\$36,000)** as set forth in Exhibit B under the terms and conditions of this Agreement as set forth.

- 2.3 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.
- 2.4 Submission of Claims. Contractor shall submit to the County a satisfactory claim on or before the tenth (10th) day of the month following the date of service. County shall issue payment to Contractor after receipt of a properly completed and itemized County claim form. County agrees to pay Contractor on a monthly basis for provision of the services described in Paragraph 1. On request by County, Contractor agrees to certify that each invoice submitted is accurate and that the services were provided in compliance with applicable laws. The certification will be in a form approved by the County.
- 2.5 Disallowance of Payment. In the event Contractor claims or receives payment from County for a service, reimbursement which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.
- 2.6 Budget Line Amendments. The County Alcohol and Drug Administrator is authorized to approve and execute a "Budget Revision Form" of program funds between the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum financial obligation as set forth in Paragraph 2.2 of this Agreement.
- 2.7 Reports. Contract shall provide the following reports to County:
- 2.7.1 Itemized Reports. Contractor shall submit written narrative and itemized reports in a form satisfactory to County's Auditor and Department of Health Services, Alcohol and Other Drug Services Division Director showing all services rendered, including Contractor's progress toward meeting its goals and objectives as set forth in Exhibit A.
- 2.7.2 Year End Cost Report. A year-end Cost Report documenting actual contract expenditures funded by this contract will be required. The final year-end

Cost Report shall be satisfactory to the County and shall be submitted by **September 15, 20__**. The actual cost of services reported in the Cost Report, up to and not in excess of the contractually agreed upon cost per unit (where applicable), will be used to determine final settlement.

2.7.3 Final Year End Report. In addition, Contractor shall submit to the County a final year-end report including a narrative of Contractor's activities and objectives as set forth in Exhibit A, and a description of problems and recommended solutions. This report shall be due on **September 15, 20__**.

3. Term of Agreement. The term of this Agreement shall be from March ?, 2009 to June 30, 2012 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement immediately upon written notice to Contractor.

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by

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

- 4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.
- 4.6 Obligations After Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Section 9.4, Records Maintenance; (2) Section 9.4.1, Right to Audit, Inspect and Copy Records; (3) Section 9.14, Confidentiality; (4) Section 13.5, Applicable Law and Forum; and (5) Article 5, Indemnification.
- 4.7 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described below.

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the County of Sonoma, Department of Health Services.

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) limit for each occurrence and Two Million Dollars (\$2,000,000) each for the general aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

a. The County of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the on-going and completed operations by or on behalf of the named insured in the performance of this Agreement between the County of Sonoma and Contractor.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary and non-contributory coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.

d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

6.5 Documentation. The following documentation shall be submitted to the County of Sonoma, Department of Health Services:

a. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the County for the duration of this Agreement.

b. Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current endorsements evidencing the above-specified requirements on file with the County for the duration of this Agreement.

c. Upon County's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

d. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

6.6 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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

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

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

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

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

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from

any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of seven (7) years following completion of work hereunder.

9.4.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement.

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

9.6 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

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

9.8 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing,

employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

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

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

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

9.12 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.13 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

CONTRACTOR:

_____ Date _____
Name, Title, Organization

COUNTY OF SONOMA:

_____ Date _____
Rita Scardaci, MPH, Director
Department of Health Services

_____ Date _____
Sonoma County Purchasing Agent (If Applicable)

Certificates of Insurance on File with and Approved as to Substance:

_____ Date _____

Division Director or Designee

Approved as to Form:

_____ Date _____

County Counsel

NON-STANDARD PROVISIONS

EXHIBIT A – Scope of Services

EXHIBIT B – Budget

EXHIBIT C – Project Key Personnel