



**Notice to Qualified Applicants  
Request for Proposals #G099-0223-09**

**Mental Health Services Act (MHSA)  
Prevention and Early Intervention (PEI)  
School-Age Project**

**February 23, 2009**

The County of Solano Department of Health and Social Services Mental Health Division ("County"), announces a Request for Proposals from qualified agencies/organizations to administer and provide services for the two strategies/programs outlined in the School-Age Project of Solano County's Mental Health Services Act Prevention and Early Intervention Plan (MHSA/PEI)<sup>1</sup> as approved by the state Mental Health Services Oversight and Accountability Commission (MHSOAC). The two strategies/programs address the mental health prevention and early intervention needs of children and youth at risk for school failure and children and youth at risk of or experiencing juvenile justice involvement.

This project will be a three-year effort of the Department of Health and Social Services Mental Health Division, with a proposed starting date of July 1, 2009, and will be funded at up to \$536,000 for each year, adjusted for inflation. Although this is a multiyear solicitation, annual funding is contingent on 1) availability of funds and 2) meeting contractually-agreed-upon program outcomes. Non-profit organizations, for-profit organizations, local education agencies, and government entities are eligible to apply.

**NOTICE IS HEREBY GIVEN:**

That the COUNTY OF SOLANO, Department of Health and Social Services Mental Health Division, will receive Proposals from qualified agencies/organizations ("Applicants") for services as outlined in this Request for Proposals (RFP) available from:

[www.solanocounty.com](http://www.solanocounty.com)

**PROPOSALS DUE: 5:00 PM, March 23, 2009**

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<sup>1</sup> It is strongly recommended that applicants review the entire PEI plan, which may be found at <http://www.solanocounty.com/civica/filebank/blobload.asp?BlobID=2801#page=>.

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<b>Department of Health and Social Services Mental Health Division                  Solicitation for Prevention and Early Intervention School Age Project                  Schedule for Selection Process</b>	
<b>Mental Health Director Approves RFP</b>	February 20
<b>Issue Solicitation</b>	February 23
<b>Mandatory Applicants' Conference</b>	March 2
<b>Provide Written Responses to Questions</b>	March 5
<b>Assemble Review Panels/Prepare Materials</b>	March 5 - 22
<b>Responses Due</b>	March 23, 5:00 PM
<b>Solicitation Materials to Review Panels</b>	March 26
<b>Review Panel Meetings</b>	March 31
<b>Review Panel Recommendations Compiled for Director's Review</b>	April 1-3
<b>Director of Mental Health's Approval of Awards of Funding</b>	April 6
<b>Appeal Period</b>	April 6-14
<b>Negotiate Contracts</b>	April 6 - May 5
<b>Notice of Awards of Funding to Mental Health Board</b>	April 21
<b>Board Item to Health &amp; Social Services Administration</b>	May 12
<b>Board Item to County Administrator's Office</b>	May 26
<b>Contracts to Board of Supervisors</b>	June 9
<b>Notification of Awards</b>	June 9
<b>Services Begin</b>	July 1, 2009

**Note: Dates are tentative and subject to change at sole discretion of H&SS.**

**Mandatory Applicants Conference**

A Mandatory Applicants Conference will be held:

**Monday, March 2, 2009  
9:30 AM-11:30 AM**

**Location: 2101 Courage Dr., Multipurpose Room, Fairfield, CA 94533**

The purpose of the Applicants' Conference is to discuss the RFP goals and process, and to answer questions about this RFP. **Proposals from Applicants that do not attend the Applicants' Conference will not be accepted.** In the case of a lead agency or joint proposal, at least one of the agencies signing the Proposal must have attended the Applicants' Conference. Prospective partner/subcontractor agency representatives are also strongly encouraged to attend.

## **PART 1 – GENERAL CONDITIONS**

### **1.01 RFP Coordinator**

The following RFP Coordinator shall be the main point of contact for this RFP:

Megan Richards  
County of Solano  
275 Beck Ave, MS 5-250  
Fairfield, CA 94533  
707-784-8322 (phone)  
707-421-6619 (fax)  
[merichards@solanocounty.com](mailto:merichards@solanocounty.com)

### **1.02 Communications Regarding the RFP**

- A. Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other County employees of the procuring County agency may result in disqualification.
- B. All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the County. Written comments, including questions and requests for clarification, must cite the subject RFP number. See section 1.06 RFP Inquiries and requests for information.
- C. The County shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

### **1.03 Request for Proposals/Rules for Competitive Process**

The competitive method used for this solicitation is known as a “Request for Proposals” (RFP). Response to this solicitation will be in the form of a Proposal presented according to the format and content specifications described in Part 3 of the RFP. The Proposal shall document the Applicant’s qualifications, proposed services and costs for the project (refer to Part 3 of the RFP).

### **1.04 Selection Process**

County will conduct the selection process in three steps:

**Step One (Applicants' Conference)** - Applicant agency(s) must attend a mandatory Applicants' Conference.

**Step Two (Proposal Review and Ranking)** - Proposals accepted under the terms of this RFP will be evaluated and ranked by a review panel which may consist of Solano County Health & Social Services Administration staff, Division of Mental Health staff, Juvenile Probation staff, Office of Education Staff, and persons with background and expertise in the provision of school-aged mental health services. Composition of the review panel is subject to change at the sole discretion of County. Proposals will be ranked based on the Review Panel Rating Criteria (see Addendum I-B).

**Step Three (Contracting)** - The top-ranked Applicant(s) will be recommended for approval of award of funding by the Solano County Director of Mental Health **Note:** County may, at its discretion, conduct a site visit at the top-ranked Applicant(s) place of business.

Applicant(s) approved by the Director for award of funds will be invited to participate in contract negotiations, which includes finalization of the scope of work/evaluation plan and budget. Negotiated contract(s) are subject to approval by County Counsel and the Solano County Board of Supervisors.

Final selection is at the sole discretion of County, which reserves the right to reject any or all proposals, or make no selection based on this RFP.

Applicants' costs associated with developing Proposals, participating in interviews, and negotiating contacts are entirely the responsibility of the Applicant and are not chargeable to County. All Applicants submitting a Proposal must mail or deliver one (1) original and five (5) copies of the Proposal to:

County of Solano  
Department of Health & Social Services, Mental Health Division  
Attention: Megan Richards, RFP Coordinator  
RFP# G099-0223-09  
275 Beck Ave, MS 5-250  
Fairfield, CA 94533

**All documents required by this RFP must be received at the above-designated location. Packages must be delivered such that they are complete and received NO LATER THAN 5:00 PM March 23, 2009. (See ADDENDUM II – Proposal Submission Deadline and Check List). No documents received by facsimile (fax), e-mail or postmarked by the due date but not received by the deadline set for receipt will be accepted.** Timely delivery of Proposals is the sole responsibility of the Applicant. Late receipt of the Proposal may be grounds for rejection.

**1.05 Applicant Agency(ies) and Types of Proposals**

A. Applicant Agency(s) – “Applicant” is any individual, entity or combination thereof that submits a Proposal in response to this RFP.

B. Types of Proposals – Applicant(s) may submit one of three types of Proposals:

- 1) “**Single Agency**”, where one Applicant proposes to provide particular services (total subcontractors(s) may not exceed 15% of the project budget). Note: Single Agency applicants may choose to provide one or more of the programs/strategies described below, either countywide or in specific geographic areas.
- 2) “**Joint Agency**”, where two or more agencies propose to provide project services in collaboration. In this case, the agencies should submit a joint proposal showing overall project scope of work/evaluation plan and budget, and individual partner budgets. Each partner agency shall sign the Proposal. **Note:** County reserves the right to contract directly with each partner agency.

- 3) **“Lead Agency”**, where one agency may provide one or more direct services and agrees to act as lead agency/fiscal agent for the project and provide coordination of program/strategies and subcontractors.  
**Note:** County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Applicant.

#### **1.06 RFP Inquiries and Requests for Information**

Inquiries regarding the RFP may be made prior to the Applicants' Conference or at the Applicants' Conference. Inquiries made prior to the Applicants' Conference must be made in the following way: in writing, and by United States mail or facsimile (707-421-6619), to:

Department of Health and Social Services Mental Health Division  
Attention: Megan Richards, RFP Coordinator  
RFP # G099-0223-09  
275 Beck Ave, MS 5-250  
Fairfield, CA 94533

**The deadline for such inquiries is 5:00 PM on Thursday, February 26, 2009.** These inquiries will be addressed along with all other inquiries made at the **Applicants' Conference on March 2, 2009.** County will provide written responses to these inquiries to each agency in attendance at the Applicants' Conference via email or facsimile (if that contact information is made available at the Applicants' Conference) or postmarked U.S. Mail by 5:00 PM on **March 5, 2009.**

#### **1.07 Rejection**

A Proposal may be rejected if it deviates in any substantial respect from the requirements of the RFP, as determined solely by County. Grounds for rejection might include, but are not necessarily limited to, the following:

- A. Proposal is received at any time after the specified deadline for receipt.
- B. An incorrect number of copies of the proposal are received.
- C. Proposal is not prepared in the format described in Part 3.
- D. Proposal contains false or misleading statements or references which, in the exclusive judgment of County, do not support an attribute or condition contended by the Applicant.
- E. In the exclusive judgment of County, information in the proposal is intended to mislead County in its evaluation of the Proposal.
- F. Proposal is without an original, signed cover letter (refer to Addendum III).
- G. Proposal has no statement of acknowledgment of review and acceptance of the County of Solano's Standard Contract, Exhibits C & D (EXHIBIT I) including (if applicable) a listing of qualifications to the contract (Addendum VIII).
- H. Proposal is incomplete, sent in whole or in part by facsimile (fax), by e-mail or is postmarked by the due date but not received by the deadline set for receipt.

#### **1.08 Contract Information**

- A. **Non-negotiable Provisions** - Since County contracts are subject to the California Government Code and the Public Contract Code, there are provisions which must be included in County contracts which may not be subject to negotiations as solely determined by County Counsel and Risk Management. A

sample of the County's Standard Contract is included in EXHIBIT I. Applicants are required to review the County's Standard Contract, Exhibits C and D and to accept it with or without qualification. (Exhibit A [Scope of Work] and Exhibit B [Budget] will be completed during the contract negotiation process). **Note:** the successful Applicant must provide the required verification(s) of insurance prior to the time that services begin.

- B. **Contract Term/Duration** – A contract that results from this RFP may be awarded for up to a 36 month period beginning at the proposed starting date of July 1, 2009 and ending June 30, 2012. As with all funding from the MHSA PEI plan, the program will be considered a pilot; annual renewal of the contract(s) will be based on adequate progress toward meeting program outcomes. This contract may contain provisions to renew or extend services at the sole discretion of County.

**Note:** The timeframe above is estimated. The award of funds does not authorize work to begin. There is significant time estimated between the award of funds and the approval of contract. Contracts must be fully executed before services can begin. In addition, services cannot begin prior to the contracted start date. All applicable required verifications of insurance must be current, complete and on file with County before services can begin.

- C. **Funding and Payment Structure** – County will make available up to \$536,000 annually (adjusted for inflation) for up to three years, beginning on or about July 1, 2009 to fund selected programs to support the healthy development of school-aged children in Solano County by providing mental health prevention and early intervention services.

**Note:** The contract to be negotiated will be a cost reimbursable contract. Funding will be negotiated and allocated based on the proposal submitted, and reimbursement for the program/services will be based on actual costs incurred. All costs such as personnel, subcontractors, operating expenses and indirect costs must be reflected in the proposed budget.

- D. **Supervision** - The proposed contract will be implemented under the authority of the Solano County Mental Health Director.

#### 1.09 Other Information

- A. **Signature of the Person Submitting the Proposal** - The Proposal shall include an original Proposal Cover Sheet (Addendum III-A or Addendum III-B), signed in blue ink by an individual who is authorized to bind the responding agency(ies) contractually. The name(s) and title(s) of the individual(s) signing the cover sheet shall be typed immediately below the signature(s).
- B. **Disposition of Proposals** - All materials submitted in response to this RFP will become the property of County, and may at any time subsequent to contract signing be reviewed and evaluated by any person, and may be returned only at County's option and at the Applicant's expense. Each original Proposal will be retained as a public document. **Note:** Financial information specified in Part 3, Section 3.01 F will remain confidential and will not be available for public view.
- C. **County Use of Replies** - County has the right to use any or all ideas or concepts presented in any response to this solicitation. Selection or rejection of the Applicant does not affect this right.
- D. **Oral Communications Non-Binding** - Oral communications by County concerning the RFP shall not be binding on County and shall in no way excuse the Applicant of obligations as set forth in the RFP.



- E. Modification or Withdrawal of Proposals** - Any Proposal may be withdrawn or modified by written request of the Applicant if such a request is received before the deadline for submission of the Proposal. **The Proposal cannot be changed after the deadline for receipt.**
- F. Right to Reject Any or All Proposals** - It is the standard practice of County not to solicit for services unless there is a bona fide intention to award a contract. However, County does reserve the right to reject any or all Proposals and to terminate proceedings at any time.

## **PART 2 - BACKGROUND**

### **2.01 Purpose of the RFP**

The Division of Mental Health of the Solano County Department of Health and Social Services is seeking proposals from qualified applicants to administer and provide services for the two strategies/programs outlined in the School-Age Project of Solano County's Mental Health Services Act Prevention and Early Intervention Plan (MHSA/PEI)<sup>2</sup> as approved by the state Mental Health Services Oversight and Accountability Commission (MHSOAC). This project will be a 36-month effort of the Department of Health and Social Services Mental Health Division, and will be funded up to \$536,000 for each year, adjusted for inflation.

### **2.02 County Information/Background**

Solano County is the nineteenth largest California county (as measured by population) with a total population of over 400,000. The county has seven incorporated cities including Fairfield (the county seat), Benicia, Vallejo, Vacaville, Suisun, Rio Vista and Dixon. The majority of residents reside within these cities and the majority of county facilities are currently located in the incorporated areas. Solano County's population is stable and/or growing, particularly in the north portion of the county.

The Mental Health Division of the Department of Health and Social Services assists over 4,000 children, youth and adults each year who are experiencing a psychiatric crisis or who have significant mental and emotional disabilities. Services include: crisis and brief therapy, case management, psychiatric assessments and medication, outpatient treatment, day treatment, and a range of community support services, including a client-run Self-Help Center. Managed Care mental health services are available through the program.

The passage of Proposition 63 (the Mental Health Services Act or MHSA) in November 2004, provides the first opportunity in many years for the California Department of Mental Health (DMH) to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults and families. The Act addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology and training elements that will effectively support this system.

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<sup>2</sup>It is strongly recommended that applicants review the entire PEI plan, which may be found at <http://www.solanocounty.com/civica/filebank/blobload.asp?BlobID=2801#page=>.

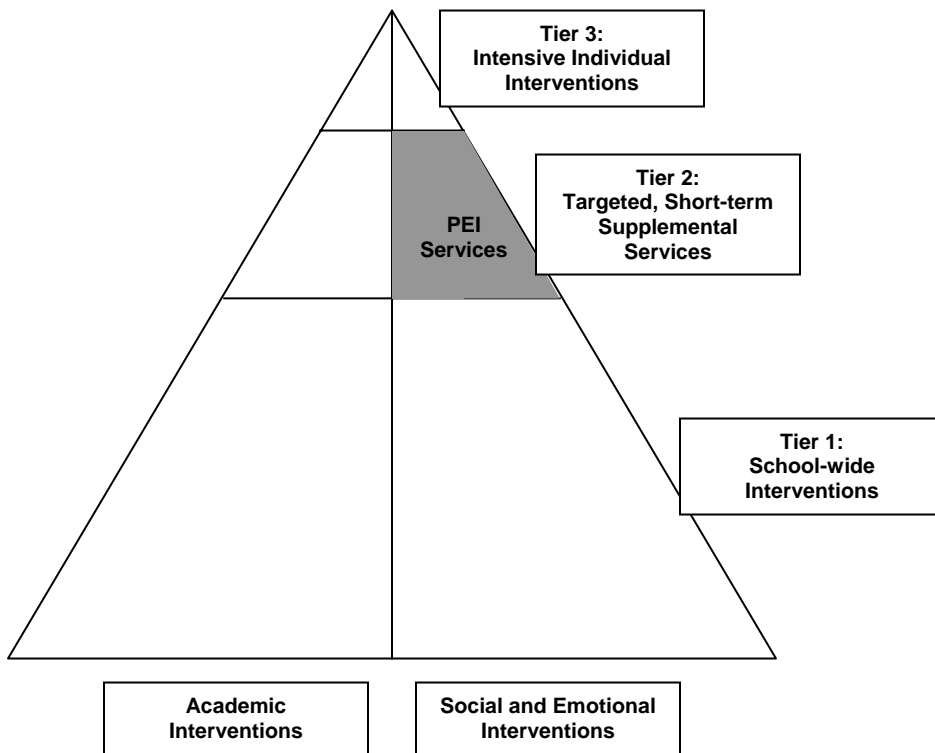
The Prevention and Early Intervention component funds prevention and early intervention services for children, adults and families.

### 2.03 Services to be Provided

County intends to fund the following strategies/programs, and to make funding available throughout Solano County to qualifying schools/agencies.

1. **School-Based Targeted Student Assistance Program** (Approximately 70% of total funding)

This new school-based program, serving students in grades 4-8, will provide short-term selective early intervention services to children who have been identified as at risk of school failure due to social/emotional issues such as loss of a parent, exposure to substance abuse or domestic violence, parental divorce, lack of social skills or emotional resiliency, or other early signs of mental health issues.



Targeted intervention programs will be based on a theory of levels of intervention represented by the figure above. This model has been used by school and community based agencies as a framework for targeting resources, in this case for students at risk of school failure because of social/emotional issues, represented by the right side of the pyramid. The model posits that 80% of the overall school population (the Base or first tier) will be adequately served by services and interventions addressing all students. Currently, two school-wide, research-based intervention models are being implemented in Solano County

Schools. Second Step (Tier 1 school-wide program) and B.E.S.T.<sup>3</sup> (Building Effective Schools Together) address improving the school culture to promote healthy physical and emotional development. Both programs implement and support school-wide discipline and character development/social skills training efforts that are proven to reduce school violence, bullying, and suspension rates and increase attendance rates and student test data. To leverage funding for PEI and ensure that all elementary and middle schools in the County will be able to benefit from the program, the Solano County Office of Education has committed resources to provide training, materials and support to implement the B.E.S.T. program in all interested elementary and middle schools countywide, including the Rio Vista area pending coordination through Sacramento County Office of Education. Multiple B.E.S.T trainings have been held in fall 2008 to accommodate all interested elementary and middle schools. Applicants should demonstrate how they have implemented or will implement Tier 1 school-wide social and emotional interventions, including Second Step, B.E.S.T, or other evidence based models.

The 8% of students at the top of the pyramid will require intensive services. These students are typically eligible for, and receive services through, Special Education.

**The remaining 10-12% of students (second tier/middle right segment of the pyramid) are the target population for the School-Based Targeted Student Assistance Program.** These students are considered at risk of school failure; at some point they will need targeted supplemental intervention to prevent current emotional needs from escalating to the need for more intensive treatment. Resources heretofore have not been available to fund this second tier of services—short-term individual and small group prevention and early intervention services for individual children who have been identified by their student referral process (school study team) as needing additional assistance but who do not meet criteria for special education services for severe emotional disturbances. Without such services, students frequently withdraw from school through truancy, act out in class thus being suspended from class or school, become bullies or victims of bullying or develop pathological behaviors such as self-mutilation, suicidal thoughts, delinquent behavior and substance abuse.

The School-Based Targeted Student Assistance Program will fund second tier supplemental services to students in elementary and middle schools, using either the Tier 2 supplemental services components of Second Step or other intervention strategies (anger regression therapy, grief counseling, post traumatic stress counseling) which offer research based methodologies for intervening early and preventing more prolonged and/or intensive mental health needs.

**Tier 2 supplemental services funded under this RFP must include:**

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<sup>3</sup> Sprague, J., Walker, H., Golly, A., White, K., Myers, D.RI and Shannon, T. (in press): Translating Research into effective practice: The effects of a universal staff and student intervention on key indicators of school safety and discipline. *Education and Treatment of Children*, 23.

- Student interventions, such as anger management; handling stressful emotions; problem solving; resolving conflict; dealing with rumors, peer pressure and bullying; and communication skills. Targeted support groups, such as those for grief counseling, divorce groups, and social skills must also be used, as appropriate. An estimated 10% of the students in each participating school should be served annually in these targeted intervention groups, depending on the specific needs of the students referred to the program. Counseling services provided under these programs must be provided by staff who either hold a Pupil Personnel Services (PPS) credentials authorizing counseling, are licensed as a Masters of Social Work (MSW) or Marriage, Family and Child Counselor (MFCC), or are PPS, MSW or MFCC interns directly supervised by an MSW or MFCC Therapist or in an approved PPS intern position.
- Parent education and support through collaboration and consultation with the parent to support the strategies being learned in counseling.
- Teacher education and support through collaboration and consultation with the teacher to support the strategies being learned in counseling.
- Outreach and information through existing school information venues, existing community partnership referral networks, and school district information and referral processes.
- Ongoing continuing education as well as initial training for new school staff so that schools successfully sustain the program.

Individual students should be referred to the program by teachers, parents or administrators via the school's Student Study Team (SST). The SST should identify each referred student's strengths, assets and obstacles to student success, and develop and implement a practical improvement plan (including supplemental services funded by this program) that all school, caregiver and community team members agree to follow. Follow-up meetings should provide a continuous casework management strategy to maximize the student's achievement and school experience.

The School-Based Targeted Student Assistance Program may be operated through contracts with community-based organizations, the County Office of Education or by school districts directly (either in-house or through agency partnerships). If the program is offered by community-based organizations or the County Office of Education, any school district with schools included in the program must agree to be included as a participant under the community based organization or County Office of Education and to fully support the program. All staff and materials must be sensitive to special needs and culturally and linguistically appropriate. All services must be provided at the student's school of attendance, except parent education which may be provided in more convenient neighborhood settings. Participating schools must provide facilities for the interventions as in-kind contributions to the program.

**2. Educational Liaison to Juvenile Probation Multi-Disciplinary Teams**  
(approximately 15% of total funding)

The second strategy in the school-aged project serves secondary students who are at risk of or who have had a first contact with the juvenile justice system. Solano County criminal justice representatives report that the optimal time to reach youth who are at risk of or showing early signs of mental illness is before they have committed a serious offense landing them in juvenile hall. Once a youth is in juvenile hall, the focus typically is on addressing criminal behavior rather than addressing social/emotional issues.

The Vacaville Police Youth Services Department has recently begun initial implementation of an unfunded pilot program to convene a multi-disciplinary team composed of police officers, probation officers, school district staff, family support services, child protective services and mental health staff to review cases of youth referred for criminal citations. Most of these youth have been cited for misdemeanors including drug related violations, vandalism, battery, theft, etc. A range of five to ten youth are referred to the team each week. The team works with the youth and his/her family to collaborate on addressing community, family and school related issues, so that the youth can get back on track and lead a productive, non-criminal life.

Juvenile justice teams in the other two large cities of Solano County, Vallejo and Fairfield do not include County social services, mental health or school district representatives who could provide crucial mental health and school-related information on academic achievement, attendance and disciplinary issues. Absent this participation, police and probation staff report that the youth frequently do not receive the necessary support to reenter school, or become involved in healthy community activities or employment. Instead, these teams typically impose punitive rather than preventive or rehabilitative measures on the youth, leaving them at greater risk of future police involvement.

The Educational Liaison to Juvenile Probation Multi-Disciplinary Teams (MDT) program is intended to increase the effectiveness of MDTs by funding representation and liaison activities from the Vacaville, Vallejo and Fairfield/Suisun Unified School Districts to multi-disciplinary teams in those three cities, where the rates of youth crime youth gang involvement are highest. Referrals from other areas in the county will be coordinated on a case by case basis. The educational liaison(s) will attend Multi-Disciplinary Team meetings and address the educational needs of youth.

Each MDT will be responsible for developing an action plan for each youth, including social emotional and academic needs and services. The school district representative(s) will be specifically responsible for developing school-based interventions, identifying appropriate educational settings and monitoring the attendance, behavior and academic progress for these youth. They will direct students to appropriate school-related or school-based youth services and counseling groups, monitor all school-related activities and track progress towards high school graduation. They will also report on all school-based activities to the MDT, diversion officer or probation officer.

The Educational Liaison to Juvenile Probation Multi-Disciplinary Teams Program must have school placement authority.

**3. Coordination** (Approximately 15% of total funding)

Joint Agency and Lead Agency proposals must also include a coordination function. The Coordination function would coordinate the overall project, assisting schools in implementing the School-Based Targeted Student Assistance Program by providing training, technical assistance, and capacity building. In addition, the Coordination function will assist the Educational Liaison to Juvenile Probation Multi-Disciplinary Teams in coordinating with schools and local multidisciplinary teams.

The Coordination function is also responsible for system wide integration of school based mental health services across the prevention and early intervention continuum, and linking strategies to ongoing publicly and privately funded intervention and treatment systems of care. This includes providing consultation and support to other community efforts regarding school age mental health services.

In the case of a Lead Agency proposal, the Coordination function would also be the fiscal agent and contract manager for subcontracts to schools and/or community agencies who are implementing direct services.

The Coordination function should be staffed by someone familiar with the B.E.S.T and Second Step models and providing school based mental health services.

**2.04 Evaluation and Reporting**

**Individual Outcomes**

School districts participating in either the School-Based Targeted Student Assistance program or the Educational Liaison to Juvenile Probation Multi-Disciplinary Teams program will be expected to demonstrate progress on the following student outcomes:

- Decreased office referrals for students participating in the program, as measured by school discipline records.
- Increased time on task for participating students (based on teacher input). These data will be gathered through pre- and post-teacher surveys.
- Increased school attendance of targeted students as measured by school attendance records.

In addition, school districts participating in the Educational Liaison to Juvenile Probation Multi-Disciplinary Teams program, should demonstrate:

- Increases in the number and percentage of youth referred to each city's MDT, and the number and percentage of youth who have implemented action plans including educational activities.
- For youth with existing police contacts, reduction of subsequent police contacts, as measured by voluntary participant and caregivers surveys. (These surveys will be developed jointly during the start-up phase of the program.)
- Improved progress towards graduation, including a minimum of 9 credits per quarter toward high school graduation.

### **Program/System Outcomes**

The program will also be required to provide brief qualitative information on program/systemic outcomes, including:

- Progress, successes and challenges in implementing the program
- Improved approaches for addressing the needs of students at risk of or who have had a first contact with the juvenile justice system
- Expanded ongoing interagency and interdisciplinary collaboration

### **Other Reporting Requirements**

Each program funded under this RFP will also be required to report the following information on a monthly or quarterly basis:

- The number of individuals who received each type of service, by age, gender, race/ethnicity/culture, and school of attendance.
- Type of organization providing services, i.e. elementary, middle or high school; community based organization, etc.
- How much was spent on the program, and funding source (i.e. PEI, school district general funds, law enforcement funds etc.)
- Additional reporting requirements may be developed based on the Applicants proposed scope of work and evaluation plan and the reporting requirements of the California Department of Mental Health.

Standardized tools to collect these data will be developed with all participating schools/school districts and programs based on their scope of work. Participating school districts will be responsible for securing appropriate release statements, monitoring and coordinating services, maintaining records of client participation, ensuring parent permission and collaboration, and monitoring individual student outcomes. Each participating school will be responsible for maintaining attendance and discipline records on targeted students, ensuring that teachers will complete before and after intervention surveys, and supporting the collection of family/caregiver surveys. Data collection services will be provided as needed as an in-kind service from the Solano County Office of Education (SCOE).

## **PART 3 – PROPOSAL FORMAT AND CONTENT**

The Applicant(s) must complete a program narrative, scope of work/work plan, evaluation plan, proposed budgets and address qualifications for providing services. Supporting documentation and proof of financial solvency must be submitted as part of the Proposal. The Proposal will be evaluated and ranked by a review panel as outlined in this Part. The format and content of the Proposal are as follows:

### **3.01 Proposal Format**

- A. Use only the forms provided in the Addendums sections unless otherwise instructed in Addendum II, Proposal Submission Deadline and Check List.

- B. Identify the Proposal number (G099-0223-09) and Applicant name on every page submitted.
- C. All pages, excluding the items in Part 3, Section 3.01 F, must be numbered sequentially.
- D. Do not staple or otherwise bind the Proposal or copies except with a heavy clasp.
- E. Submit **one (1) original, plus five (5) copies** of the Proposal, complete with attachments.
- F. Submit only **two (2) sets of either**: audited financial statements for the last two full fiscal years (including Management Letter(s) if issued); or, if funds requested are less than \$100,000 per fiscal year, unaudited statements of revenue and expenditures (and balance sheet if applicable). **Note:** Submit one set with the original of the proposal and one additional set. These are to be provided as a separate attachment, clasped separately, from the sequentially numbered pages of the rest of the Proposal. If a joint proposal, financial statements must be submitted for each agency.
- G. All forms and attachments that require signatures must be signed in blue ink for inclusion in the original of the Proposal package. Signature stamps are not acceptable. The five additional copies may include photocopied signatures.

### **3.02 Scope of Work/Evaluation Plan** (60% of review panel rating)

Applicant(s) must complete all forms in Addendum IV describing and documenting the services to be provided, basis for services, target populations, numbers to be served, results expected and evaluation plan. (Refer to the Instructions in Addendum IV-A.)

### **3.03 Budget** (25% of review panel rating)

Applicant(s) must complete all applicable forms in Addendum V, documenting the costs and justification for services provided. (Refer to the instructions in Addendum V-A.)

### **3.04 Organizational Capacity and Qualifications** (15% of review panel rating)

Applicant(s) must complete all applicable forms in Addendum VI, documenting the organizational capacity and qualifications. (Refer to the instructions in Addendum VI-A.)

## **PART 4 – CONTRACT**

### **4.01 Contract Qualifications**

Include statement of acknowledgment that the County of Solano Standard Contract (Exhibit I—Standard Contract, Exhibits C and D), has been reviewed and accepted with or without qualification (Addendum VIII). If the Applicant makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. (**Note:** Exhibits A and B, the scope of work and budget detail for the contract, will be finalized during the contract negotiation process. If the Applicant makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that



the Applicant accepts these items without reservation or any qualifications. Refer to Addendum VIII.)

**Note:** The Solano County Purchasing and Contracting Policy Manual provides that both the lowest reasonable price and the technical superiority of the proposal (within a reasonable proximity to the other similar proposal costs) are taken into account in determining the award of contracts.

## **END OF REQUEST FOR PROPOSALS**

## ADDENDUM I-A PROPOSAL REVIEW PROCESS

### A. Proposal Review and Ranking Process

1. Staff Review: RFP Compliance

Proposals will be reviewed for completeness and compliance with RFP requirements. County reserves the right to reject incomplete proposals or proposals that do not meet RFP requirements. To be considered compliant with RFP requirements, the Applicant must address and/or include all required Proposal components (if a particular component is not applicable, provide a statement to that effect with appropriate documentation).

2. Individual Proposal Review

Proposals that advance to the next step of the process will be submitted to a Proposal review panel assembled by County. Each Proposal will be reviewed and scored based upon the adequacy and thoroughness of the response to the RFP. The review panel members will evaluate each Proposal using the specific review criteria questions found in **Addendum I-B**.

This is a scoring of the merit of each individual Proposal only. The weighted proposal evaluation criteria are shown below, along with the maximum number of points possible. Scores may range from 0 to 100 points, as follows:

Proposal Elements	Maximum Score
<b>Scope of Work/Evaluation Plan</b>	<b>60 Points</b>
<b>Budget</b>	<b>25 Points</b>
<b>Organizational Capacity and Qualifications</b>	<b>15 Points</b>
<b>Total Maximum</b>	<b>100 Points</b>

3. Review Panel Recommendations

After the initial review and rating of each Proposal, the review panel will meet to discuss the Proposals and establish final ratings, rankings (based on the average of the review panel's final ratings) and recommendations. **NOTE:** A Proposal must attain a minimum average score at least 80 points from the review panel to be considered a finalist for the solicitation. County reserves the right to award funding to the top-ranked Proposal if no Proposal receives a minimum average score of 80 points. Finalists will be recommended in rank order (based on the final average scores determined by the review panel for each Proposal) to the Director of Mental Health for funding consideration, along with suggestions for potential program, budget or other modifications.

The next steps are: Mental Health Director approval and award of funding, contingent upon successful contract negotiations (which may include a site visit); finalization of service and evaluation plans; finalization of budget; and award of contract. The RFP files shall be made available for public inspection upon award of final contract.

**Note: County’s approval of an allocation of funding to one or more Applicants does not create rights, interests or claims of entitlement and does not imply or promise funding by County of Solano. No Applicant is authorized to begin work until the contracting process is complete and a signed, properly-executed contract is in place. No reimbursement is authorized until and unless a fully executed contract is established.**

**Appeals Process**

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the RFP Coordinator. The protest shall be submitted in writing to the RFP Coordinator within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto. All letters of protest shall clearly identify the reasons for the protest. The RFP Coordinator shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall: state the reason for the action taken; and inform the protester that a request of further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision by the RFP Coordinator.

## **ADDENDUM I-B PROPOSAL REVIEW CRITERIA**

**A. Scope of Work/Evaluation Plan** **60 Points**  
Forms and narrative descriptions of the services to be provided and outcome measures to achieve the goals and objectives of the project.

**B. Budget** **25 Points**  
Line-item budgets and narratives that show reasonable and necessary hours and expenses, clearly link costs to services/outcomes expected and documents leveraging of funds, if any.

**C. Organizational Capacity and Qualifications** **15 Points**  
Narrative and job descriptions/resumes of key personnel that document the expertise and experience necessary to successfully carry out prevention and early intervention mental health services, along with documentation of fiscal solvency.

**Total Possible** **100 Points**

### Review Panel Criteria

The Review Panel will evaluate each Proposal (Single Agency, Joint Agency or Lead Agency) using the specific evaluation criteria that will be applied to all Proposals as follows:

#### **A. Scope of Work/Evaluation Plan (60 points)**

**1. Scope of Work/Work Plan Form (up to 15 points)**

The Scope of Work/Work Plan Form will be evaluated on the following criteria:

- The goal and objectives of the project match the objectives of the MHSA/PEI Plan.
- The activities proposed address the project objectives.
- Timelines are realistic to accomplish the proposed activities.
- The activities are designed to produce the expected outcomes.
- There is clear evaluation criteria.
- The personnel and resources dedicated to the activity are sufficient for the activities proposed. In addition, they are adequately budgeted for.

**2. Program/Services Overview Narrative Form (up to 25 points)**

The Program/Services Overview Narrative Form will be evaluated on the following criteria:

- The proposed services as outlined in section 2.03 of this solicitation are clearly described, including the key activities as they are targeted to specific populations.
- The research-based and/or best/promising practices on which services are based, including Tier 1 school-wide interventions.
- There are clear linkages between the proposed services and MHSA/PEI Plan.
- There is a realistic timeline.
- Staffing and service locations that are commensurate with the target population and the services to be provided.

- Services are accessible, including how persons with special needs will be identified/served and how staff will communicate with non-English speakers.
- As appropriate, clear linkages between the services to be provided and other services funded by the Division of Mental Health and/or the community for the same/similar populations are documented.
- If collaborative services are proposed, there is a realistic collaboration plan and a clearly description of what each partner will do.
- There is a plan for coordination with existing programs and services where necessary and appropriate.
- Agreements from schools and districts who will be participating are described.

**3. Service Estimates Form (up to 10 points)**

The Service Estimates Form will be evaluated on the following criteria:

- Service units, time estimated for services, service counts and funding sources appear reasonable and appropriate to the scope of the project, funding requested and outcomes expected.

**4. Evaluation Plan Narrative (up to 10 points)**

The Evaluation Plan Narrative will be evaluated on the following criteria:

- Clear differentiation between “process” outcomes (such as service targets) and project results/outcomes.
- The expected results/outcomes are measurable.
- The expected results/outcomes clearly linked to the proposed services.
- The services likely to result in outcomes that are consistent with outcomes outlined in the MHSA/PEI plan.
- The proposed evaluation and monitoring activities support assessment of the program implementation and results/outcomes.
- Data collection and record-keeping systems and resources adequate to perform evaluation and monitor activities.
- There is an appropriate level of staffing designated for evaluation/reporting activities.

**B. Budget (up to 25 points)**

The Budget will be evaluated on the following criteria:

- The extent to which the requested funds appropriate to carry out the program.
- The funding amount requested relates appropriately to the proposed level of effort.
- If other resources, including in-kind, are available to support the project, they are adequately described.
- There is adequate justification for all line items.
- All line items are appropriate, related and responsive to the activities and objectives of the project.
- Partner agency budget(s) and narrative(s) are justifiable and appropriate to the proposed project.
- Subcontractor budget(s) and narrative(s) are justifiable and appropriate to the proposed project.
- The Proposal is able to leverage other funding, and if so, the matching funds are adequately described.
- The Applicant possesses sufficient management and fiscal systems and controls to carry out the project.

**C. Organizational Capacity and Qualifications (up to 15 points)**

The Organizational Capacity and Qualifications will be evaluated on the following criteria:

- The Applicant has the appropriate qualifications to undertake the proposed work.
- The Applicant’s past accomplishments or current projects/efforts (and those of its subcontractors, if any) relate to the type of work required under this RFP.
- The Applicant has sufficient staff and/or contracted staff to carry out the project.
- The proposed staff has a sufficient level of education and experience to carry out the project.
- The staffing plan is timely and realistic.
- The project fits the Applicant’s mission and goals.
- There is evidence of organizational commitment to this project.
- The Applicant has adequate facilities at its disposal to perform work under this RFP.
- If applicable, The Applicant’s management ability and organizational infrastructure is adequate to coordinate and monitor the project.
- Based on the financial statements provided, the organization appears fiscally sound.

## **ADDENDUM II PROPOSAL SUBMISSION DEADLINE AND CHECK LIST**

All items listed below must be included in the Proposal package at time of delivery to County as per the Request for Proposals. **Note:** While this list is intended to assist the Applicant(s) in compiling a complete and timely Proposal, timely and complete submission of a Proposal is the sole responsibility of the Applicant(s).

All Applicants submitting a Proposal must mail or deliver one complete original and five complete copies of their Proposal to:

County of Solano  
Department of Health and Social Services Mental Health Division  
Attention: Megan Richards, RFP Coordinator  
RFP# G099-0223-09  
275 Beck Ave, MS 5-250  
Fairfield, CA 94533

All documents required by this RFP must be received as one package at the above designated location. Packages must be delivered such that they are complete and received **NO LATER THAN 5:00 PM on March 23**. **Late/incomplete submission is grounds for rejection of the Proposal.** No documents received by facsimile (fax), e-mail or postmarked by the due date but not received by the deadline set for receipt will be accepted.

### **Proposal Checklist**

The following items must be included in the RFP packet:

- Cover Sheet – 1 original, signed in blue ink (Addendum III-A or B)
- Scope of Work: Work Plan Form (Addendum IV-B)
- Scope of Work: Program/Services Narrative Form (Addendum IV-C)
- Service Estimates Form (Addendum IV-D)
- Evaluation Plan Narrative Form (Addendum IV-E)
- Budget Summary Form (Addendum V-B)
- Line Item Budget Form (Addendum V-C) (one for each year/each partner/each subcontractor)
- Budget Narrative Form (Addendum V-D)
- Organizational Capacity and Qualifications Form (Addendum VI-B)
- Job Descriptions/Resumes of Key Personnel (refer to instructions in Addendum VI-A)
- Financial Statements (refer to Part 3, Section 3.01F)
- Subcontractor Statement(s) (if applicable) (Addendum VII)
- Statement of Acknowledgment of Acceptance of Exhibit 1 – Solano County Standard Contract, Exhibits C and D Form (Addendum VIII) (plus 1 additional sheet if applicable)

**ADDENDUM III-A  
 COUNTY RFP #G099-0223-09 PROPOSAL COVER SHEET  
 SINGLE AGENCY or LEAD AGENCY PROPOSAL**

<b>APPLICANT AGENCY NAME</b>	
<b>ADDRESS</b>	<b>Applicant Phone</b>
	<b>Applicant Fax</b>
	<b>Web Address</b>
<b>CONTACT PERSON</b>	<b>Contact Phone</b>
	<b>Contact E-mail</b>
	<b>Contact Fax</b>
<b>PROJECT TITLE/SERVICES</b>	
<b>SUBCONTRACTORS (If applicable)</b>	
<b>AMOUNT OF FUNDING REQUEST</b>	
Year 1 \$ _____	
Year 2 \$ _____	
Year 3 \$ _____	
<b>Total Amount Requested \$ _____</b>	
<b>MATCHING FUNDS</b>	
In-Kind Amount \$ _____ Cash Amount \$ _____	
<b>Total Amount Matching Funds \$ _____</b>	
<b>AUTHORIZATION</b>	
<i>I declare under penalty of perjury under the laws of the State of California that the information provided in this Proposal is true and correct.</i>	
_____ <b>Signature of Authorized Official Title</b>	
_____ <b>Print/Type Name of Authorized Official Date</b>	



**ADDENDUM III-B  
COUNTY RFP #G099-0223-09 PROPOSAL COVER SHEET  
JOINT AGENCY PROPOSAL  
(use additional sheet(s) if more than two agencies)**

<b>JOINT APPLICANT 1 AGENCY NAME</b>	<b>JOINT APPLICANT 2 AGENCY NAME</b>
<b>ADDRESS</b>	<b>ADDRESS</b>
Applicant Phone Applicant Fax Applicant web address	Applicant Phone Applicant Fax Applicant web address
<b>CONTACT PERSON</b> Contact Phone Contact Fax Contact Email	<b>CONTACT PERSON</b> Contact Phone Contact Fax Contact Email
<b>PROJECT TITLE</b>	
<b>SUBCONTRACTORS (If applicable)</b>	
<b>AMOUNT OF FUNDING REQUEST</b> Year 1 \$ Year 2 \$ Year 3 \$ Total Amount Requested \$_____	
<b>MATCHING FUNDS</b> In-Kind Amount \$_____ Cash Amount \$ _____ Total Amount Matching Funds \$_____	
<b>AUTHORIZATION:</b> <i>I declare under penalty of perjury under the laws of the State of California that the information provided in this Proposal is true and correct.</i>	
_____ <b>Signature of Authorized Official (1) Title</b>	
_____ <b>Print/Type Name of Authorized Official (1) Date</b>	
_____ <b>Signature of Authorized Official (2) Title</b>	
_____ <b>Print/Type Name of Authorized Official (2) Date</b>	

**ADDENDUM IV-A**  
**INSTRUCTIONS FOR SCOPE OF WORK/EVALUATION PLAN**  
**(Addenda IV-B, IV-C and IV-D)**

For a single agency or lead agency proposal, complete one Addenda IV-B, IV-C, and IV-D. For a joint agency proposal, complete one Addenda IV-B, IV-C, and IV-D for each agency.

1. **Addendum IV-B: Scope of Work: Work Plan Form** (up to four sheets single-spaced, typed pages, Arial 11 point font)
  - Goal: Provide a 1-2 sentence program description and overview which encompasses the overall mission and long-term impact of the project.
  - Objectives: List 3-6 objectives. Objectives should be specific targets that you are trying to reach (e.g. reduce absenteeism)
  - Activities: List activities that will help achieve your objectives. Activities should be quantifiable and time specific (e.g. 300 students will attend individual counseling sessions each Fiscal Year).
  - Expected Outcomes: List the outcome you expect from each activity. Describe how the outcome relates to your objective.
  - Evaluation: Describe how you will know whether your objective and expected outcomes were achieved. What tools will you use to measure outcomes?
  - Persons Responsible and Resources Dedicated: List the positions that will be responsible for conducting the activities described. List any special resources that are in your budget that will assist in conducting these activities. The persons and resources should match those listed in your budget and budget narrative.
  
2. **Addendum IV-C: Scope of Work: Program/Services Narrative Form** (up to four single-spaced, typed pages, Arial 11 point font, with one-inch margins)
  - Based on the documented community needs described in the PEI plan, describe how relevant demographic and other data, as well as other factors (such as research and reports) show evidence of the need for this program/services at your proposed location for the proposed target population.
  - Describe the proposed program approach—design, structure and philosophy. Provide a rationale for the approach with evidence that the approach is appropriate to achieve the results intended in this RFP for the target population(s) served. Describe any best/promising practices on which the approach is based, including Tier 1: school-wide interventions.
  - Describe the program/services goals, proposed services, target populations and key activities. Describe how students will be referred to the program, and how follow-up will occur. List the schools and school districts which will be included in the program.
  - Describe the service implementation plan and timeline, any issues or potential challenges related to implementing services and the proposed plan

of action to ensure meeting service targets. If applicable, describe the plan to start services and become fully operational in a timely manner.

- Specify the roles and activities of subcontractors, if any (and of each partner agency if a joint agency Proposal). Identify any other organizations whose cooperation/participation is necessary to ensure the success of the program, and the specific roles they will play.
- Describe how the program/services will complement and align with (as applicable) other education, community or County-funded initiatives and services for the populations served.
- Describe the Applicant’s cultural/linguistic competence to work with the population to be served.
- Describe how this program/services will promote timely intervention, reduce barriers and increase utilization of proposed services, including services to persons with disabilities and other special needs.
- Include any other pertinent information about the proposed program.

**3. Addendum IV-D: Service Estimates Form** (up to three sheets, one per year)

- Describe each service unit by type, number of service units, time per service unit, unduplicated number of clients served annually and monitoring tools. Complete one Service Unit Form on the following page for each fiscal year of the program. Specify the length of time and the total number of each type of service unit to be provided to clients annually during the contract period, i.e., number and length of services, e.g., student small groups, individual student interventions, parent trainings, teacher consultations, MDT plans, etc. Indicate how the performance of services will be monitored. Indicate number of unduplicated clients to be served.

**EXAMPLE**

<b>Service Unit Type</b>	<b># of Sessions per year</b>	<b>Time per session</b>	<b># Served (Unduplicated)</b>	<b>Monitoring Tool(s)</b>
Student intervention: individual	300	45 min	40 students	Session reports
Student intervention: small groups	300	60 min	80	Session reports
Parent/Caregiver Workshops	4	4 per year/2 hours per session	40	Session evaluations

Teacher Trainings	3	3 per year/2 hours per session	25	Session evaluations
MDT meetings	1 per week (per community)	6 hours	100	Meeting minutes: report of actions taken
MDT Action Plans	100	included above	100	Quarterly progress reports

4. **Addendum IV-E: Evaluation Plan Narrative** (up to two pages, single-spaced, typed, Arial 11 point font, with one-inch margins)

- Describe the overall program/services evaluation plan. Explain how the services to be provided are designed to produce the anticipated change for the population to be served and the degree of change expected. Discuss how progress will be monitored and how the information collected will be utilized to inform program/project improvement over time.
- Describe the specific performance measures chosen to evaluate the program, consistent with the measures included in the RFP. Explain the degree of change expected over time, the measurement tool(s) and the basis for choosing these tools (reliability, validation, etc.).
- Describe how, when, and by whom service and result data will be collected and managed. Identify the lead person/position responsible for development and refinement of the evaluation plan.
- Describe data collection tools and/or methods to be used for program-level data collection and evaluation. Describe how tracking and reporting of service target objectives, demographics of populations served, individual-level data/information, and/or collaborative-level evaluation activities will be accomplished.
- Describe the implementation plan for the evaluation, including specific tasks, timeline and reporting schedule and methods. Describe how the requirements will be met to report service targets and performance measures monthly and quarterly and provide narrative progress reports and supplemental documentation of activities, successes, and challenges.
- Describe which program staff will be responsible for performing evaluation activities and how they will work with Solano County Office of Education data collection services, if appropriate, and Solano County H&SS Mental Health Division to provide information for quarterly and annual reports.
- Describe any additional evaluation activities to be conducted, the reason/basis for these activities and the expected benefit(s) of additional evaluation activities.

**ADDENDUM IV-B**  
**SCOPE OF WORK: WORK PLAN FORM**  
 (up to four sheets single-spaced, typed pages, Arial 11pt font)  
**RFP #G099-0223-09 APPLICANT AGENCY NAME \_\_\_\_\_**

<b>Goal:</b> <i>What is the overarching mission and long term impact of the project? 1-2 sentences</i>				
<b>Objective(s)</b> <i>What do you want to accomplish?</i>	<b>Activities &amp; Timelines</b> <i>How will you accomplish it and when?</i>	<b>Expected Outcome(s)</b> <i>What do you expect to produce/change from your activities?</i>	<b>Evaluation</b> <i>How will you evaluate this objective and whether or not the expected outcomes were achieved?</i>	<b>Person(s) responsible and resources dedicated</b> <i>Who will carry out the activities? Are there any special resources needed?</i>
1)				
2)				
3)				
4)				
5)				
6)				

**ADDENDUM IV-C**  
**SCOPE OF WORK: PROGRAM/SERVICES OVERVIEW NARRATIVE FORM**  
(up to four single-spaced, typed pages, Arial 11pt font, with one-inch margins)

**RFP #G099-0223-09**

**APPLICANT AGENCY NAME** \_\_\_\_\_



**ADDENDUM IV-E**  
**EVALUATION PLAN NARRATIVE FORM**  
(up to two pages, single-spaced, typed, Arial 11pt font, with one-inch margins)

**RFP #G099-0223-09**  
**APPLICANT AGENCY NAME** \_\_\_\_\_



## **ADDENDUM V-A**

### **BUDGET INSTRUCTIONS**

#### **A. General Information**

Budgets should be consistent with the level, type and scope of services and evaluation activities to be provided. Budgets should reflect common business practices and be adequate to ensure the success of the project. **NOTE: “Year” is the Solano County Fiscal Year, i.e. July 1-June 30.**

Consistent with the intent of the Mental Health Services Act of 2004, no monies from this program may be used to supplant state, county or local general fund monies available to the agency for any purpose. Activities funded under this RFP must be new or enhancements to existing activities. Funds are not allocated for capital improvements.

For a lead agency Proposal complete one Addendum V-B for the entire Proposal and complete Addendum V-C and Addendum V-D for the lead agency and each subcontractor providing direct services. For a joint agency proposal, complete Addenda V-B, V-C, and V-D for each agency.

#### **1. ADDENDUM V-B: BUDGET SUMMARY FORM**

- Applicant(s) must complete the Budget Summary form indicating the total amount of funding toward the project and the amount requested from County for this RFP for each year.
- Indirect costs should not exceed 15% of the total budget.

#### **2. ADDENDUM V-C: LINE ITEM BUDGET FORM**

- Applicant(s) must complete a Line Item Budget Form for each year of funding requested. If this is a Joint or Lead Agency Proposal, each partner or subcontractor who is providing direct services must complete a Line Item Budget Form for each year of funding requested.
- Personnel costs must include positions, salary, and Full Time Equivalent (FTE) (actual percentage of time devoted to the project) for each position. Salary and fringe benefits must be pro-rated for non full-time employees, if agency provides fringe benefits to part time employees. Salaries are fixed compensation for services performed by staff that are directly employed by the Applicant and are paid for on a regular basis. Employee benefits and employer payroll taxes include employer's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by H&SS. These expenses are allowable when they are included in the grant award and are in accordance with the agency's approved written policies.
- Salaries and benefits of personnel involved in more than one grant or project must be charged to each grant based on the actual percentage of time spent on each grant or project. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the grant award. Similarly, the dollar amount charged for a particular position also must not exceed the dollar amount in the approved grant award. Functional

timesheets or an allocation plan must be maintained which support the time charged to H&SS grants.

- Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits and equipment. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. H&SS reserves the right to make the final determination if an operating expense is allowable and necessary.

**3. ADDENDUM V-D: BUDGET NARRATIVE FORM** (up to three pages, Arial, 11 point font)

- Applicants must complete a Budget Narrative Form describing the costs associated with the project. If this is a Joint or Lead Agency Proposal, each partner or subcontractor who is providing a Line Item Budget Form must complete a Budget Narrative Form.
- This form should include, at a minimum, the following information:
  - Describe the costs of the overall project (and the costs attributable to each partner in a joint agency Proposal). Note: If the Proposal is not countywide but covers more than one city/geographic area, provide explanations for each area as necessary.
  - Explain the justification for each line item in the budget must be justified and include detail that describes what each item is, how the item relates to the project and how the amount shown was arithmetically determined.
  - Describe internal management and fiscal control systems for the single agency or each partner agency, as appropriate.
  - Describe the role, scope of services and cost basis for any consultant services to be provided.
  - Discuss any additional sources of income that have been or will be leveraged to support the project. List source and amount of all non-H&SS income to be applied to project.
  - Describe specific plans for the sustainability of the program beyond the term of the requested funding.

**ADDENDUM V-B  
 BUDGET SUMMARY FORM**

**RFP #G099-0223-09**  
**APPLICANT AGENCY NAME \_\_\_\_\_**

	TOTAL PROPOSED PROGRAM BUDGET				H&SS FUNDS REQUESTED			
I. COST CATEGORY	YR 1	YR 2	YR 3	TOTAL	YR 1	YR 2	YR 3	TOTAL
A. Personnel								
B. Operating Expenses								
D. Subcontractors								
E. Indirect Costs								
<b>TOTAL</b>								

**ADDENDUM V-C  
LINE ITEM BUDGET FORM**

(check one)  Year 1  Year 2  Year 3

**NOTE: A separate budget must be completed for each year for which funding is requested.**

**RFP #099-0223-09 APPLICANT NAME**

Line Item	FTE	H&SS	Other Sources	Total
<b><u>Personnel</u></b>				
Staff Member 1				
Staff Member 2				
Staff Member 3				
Benefits				
Subtotal Personnel				
<b><u>Operating Expenses</u></b>				
Rent & Utilities				
Office Supplies & Materials				
Telephone/Communications				
Postage/Mailing				
Reproduction/Copying				
Travel				
Training/Conferences				
Other				
Subtotal Operating Expenses				
<b><u>Subcontractors</u></b>				
Subcontractor 1				
Subcontractor 2				
Subtotal Subcontractors				
<b><u>Indirect Costs</u></b>				
Indirect Costs				
Subtotal Indirect				
Grand Total Expenses				

**ADDENDUM V-D  
BUDGET NARRATIVE FORM**

(up to three pages, single-spaced, typed, Arial 11pt font, with one-inch margins)

**RFP #G099-0223-09**  
**APPLICANT AGENCY NAME**\_\_\_\_\_

**ADDENDUM VI-A**  
**ORGANIZATIONAL CAPACITY AND QUALIFICATIONS FORM INSTRUCTIONS**

(up to two pages below plus the job descriptions and/or one-page resumes for the key personnel (up to 5) referenced in the Budget/Budget Narrative and financial statements as required in Part 3, Section 3.01 F)

- A. Applicant(s) must complete Addendum VI-B, Organizational Capacity and Qualifications Form. For a single agency, joint agency, or lead agency Proposal, complete only one Addendum VI-B. For a Joint Agency Proposal, document the experience and qualifications of each partner agency as applicable. In this narrative, describe Applicant's organizational capacity and capability to perform the program/services. Instructions for this section are as follows:
- Provide a brief history of the Applicant agency(ies) involved that includes the date of establishment, examples of relevant prior accomplishments and current projects related to the purpose of this RFP. Provide information on the current organizational structure and the relevant experience and credentials of staff. Describe the agency's commitment to the proposed project and how the project described in this RFP aligns with the Applicant's organizational mission and goals.
  - Describe any experience providing same/similar services to same/similar target populations. Include experience coordinating (if applicable) and/or participating in collaborative multi-agency service systems and/or with partners of differing levels of expertise and from different disciplines. Include experience providing culturally and linguistically competent services to persons of diverse cultural, ethnic, geographic and socio-economic backgrounds. Describe past experience implementing projects of a similar size and scope to the proposed services in this RFP. Describe the number of years the agency has been providing services.
  - If a joint agency or lead agency collaborative model is proposed, describe the collaboration and the relevant experience and strengths the partner agency(s) and/or subcontractors bring to the project.
  - If the program is to be operated by a contractor other than a school district, include participation agreements from school districts included in the program.
  - Include the resumes of relevant staff as a separate attachment. If the appropriate personnel are not currently employed by Applicant or included as subcontractors describe Applicant's commitment to, and timely plan for, meeting the needs of the target populations to be served.
- B. Applicant must provide job descriptions and/or a one-page resume for key personnel assigned to the project (up to 5 total).
- C. Applicant must provide financial statements/documentation as specified in Part 3, Section 3.01 F.

**ADDENDUM VI-B**

**ORGANIZATIONAL CAPACITY AND QUALIFICATIONS FORM**

(up to two pages below plus the job descriptions and/or one-page resumes for the key personnel (up to 5) referenced in the Budget/Budget Narrative and financial statements as required in Part 3, Section 3.01 F)

**RFP #G099-0223-09**

**APPLICANT AGENCY NAME**\_\_\_\_\_

**ADDENDUM VII  
SUBCONTRACTOR(S) STATEMENT FORMAT**

**Subcontractors**

- Provide a statement from each subcontractor which indicates that by signing the statement, the subcontractor agency agrees to perform the activities listed in the Proposal for the costs set forth in the Proposal budget. Include a statement indicating the subcontractor agrees to collect and provide data and progress report information as outlined in the Proposal.
- Applicant and the appropriate representative of each subcontractor agency must sign the subcontractor statement(s) in blue ink. The agreement must be signed by individuals with authority to bind each agency contractually. A signed original of this statement(s) must be included with the original, wet-signed Proposal cover sheet. Copies of the original may accompany the Proposal copies.



**ADDENDUM VIII  
STATEMENT OF ACKNOWLEDGMENT OF ACCEPTANCE OF EXHIBIT 1 –  
SOLANO COUNTY STANDARD CONTRACT, EXHIBITS C AND D FORM**

**RFP #G099-0223-09**  
**APPLICANT AGENCY NAME**\_\_\_\_\_

Complete either 1) or 2) below:

1) I, the undersigned, certify that I am legally authorized to contractually bind the agency listed below. I further certify by signing below that I have reviewed the Exhibit 1, Solano County Standard Contract, Exhibits C and D, and accept it without qualification.

_____ Signature	_____ Date
_____ Print Name	_____ Agency
_____ Title	

2) I, the undersigned, certify by signing below that I am legally authorized to contractually bind the agency listed below. I further certify by signing below that I have reviewed the Exhibit 1, Solano County Standard Contract, Exhibits C and D, and accept it with the following qualification(s).

A. \_\_\_\_\_  
B. \_\_\_\_\_  
(attach one separate sheet if necessary)

_____ Signature	_____ Date
_____ Print Name	_____ Agency
_____ Title	



**EXHIBIT 1**

**County of Solano  
Standard Contract**

<i>For County Use Only</i> <b>CONTRACT NUMBER:</b> <small>(Dept., Division, FY, #)</small>
<b>BUDGET ACCOUNT:</b>
<b>SUBJECT ACCOUNT:</b>

1. This Contract is entered into between the County of Solano and the Contractor named below:

\_\_\_\_\_

CONTRACTOR'S NAME

\_\_\_\_\_

2. The Term of this Contract is:

\_\_\_\_\_

3. The maximum amount of this Contract is:

\$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

The parties have executed this Contract as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR	COUNTY OF SOLANO	
_____	_____	_____
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE	DATED
_____	_____	_____
SIGNATURE	TITLE	Approved as to Content:
_____	_____	_____
PRINTED NAME AND TITLE	DEPARTMENT HEAD OR DESIGNEE	DATED
_____	_____	_____
ADDRESS	COUNTY COUNSEL	DATED
_____	_____	_____
CITY STATE ZIP CODE	ADDRESS	_____
_____	_____	_____
_____	CITY STATE ZIP CODE	_____

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

## **EXHIBIT A**

### **SCOPE OF WORK**

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

**COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

## **EXHIBIT B**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. METHOD OF PAYMENT**

A. Upon submission of an invoice by Contractor, and upon approval by County, County shall, in accordance with the “Contractor Budget Request” attached to this Contract as Exhibit “B-1” and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Exhibit B-1. Claims submitted by Contractor must meet the criteria set forth in section D below and be documented by (1) submission of a completed “Monthly Expenditure/ Reimbursement Form” attached to this Contract as Exhibit “B-2” and incorporated into this Contract by this reference and (2) an agency spreadsheet specifying the County’s portion of the total agency budget directly attributable to this Contract. The amounts claimed for each budget line item in a given month may not exceed 1/12 of the total budget line item without prior written authorization from the County. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

B. Contractor may request transfers between the budget line items set forth in Exhibit “B” [Contractor Budget Request] by submitting to County a completed “Budget Modification Request Form”, which is attached to this Contract as Exhibit “B-3” and incorporated into this Contract by this reference. Transfers between budget line items may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County.

C. The following criteria apply to Contractor Budget Requests submitted by Contractor under this Contract:

(1) Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included in the grant award and are in accordance with Contractor's approved written policies.

Salaries and benefits of personnel involved in more than one grant or project must be charged to each grant based on the actual percentage of time spent on each grant or project. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the grant award. Similarly, the dollar amount charged for a particular position also may not exceed the dollar amount in the approved grant award. Functional timesheets or an allocation plan must be maintained that support the time charged to H&SS grants.

(2) Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as

defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.

(3) Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the agency and the performance of the project.

## EXHIBIT B-1

### CONTRACTOR BUDGET REQUEST

Line Item	FTE	H&SS	Other Sources	Total
<u>Personnel</u>				
Staff Member 1				
Staff Member 2				
Staff Member 3				
Staff Member 4				
Benefits				
<b>Subtotal Personnel</b>				
<u>Operating Expenses</u>				
Rent & Utilities				
Office Supplies & Materials				
Telephone/Communications				
Postage/Mailing				
Reproduction/Copying				
Travel				
Training/Conferences				
Other				
<b>Subtotal Operating Expenses</b>				
<u>Subcontractors</u>				
Subcontractor 1				
Subcontractor 2				
<b>Subtotal Subcontractors</b>				
<u>Indirect Costs</u>				
Administration				
<b>Subtotal Indirect</b>				
<b>Grand Total Expenses</b>				

## EXHIBIT B-2

### H&SS Mental Health

### Monthly Expenditure/Reimbursement Form

The Grantee should **attach** this form to documentation submitted to the County of Solano (“County”) for monthly expenditure reimbursement.

The following expenditures are being submitted to County by:

\_\_\_\_\_ (GRANTEE)

for \_\_\_\_\_ (month/year).

**Personnel:** Please list each position (and name of person occupying position) with corresponding expenditure (including benefits).

Position/Name	Salary/Benefits Cost

**Total Personnel Expenses:** \$ \_\_\_\_\_





**Personnel**

<b>This Month</b>	<b>YTD</b>	<b>YTD Budget</b>	<b>Budget</b>	<b>Balance</b>
<b>TOTAL</b>				

**Other Expenses**

<b>This Month</b>	<b>YTD</b>	<b>YTD Budget</b>	<b>Budget</b>	<b>Balance</b>
<b>TOTAL</b>				

**Total Expenditures**

<b>This Month</b>	<b>YTD</b>	<b>YTD Budget</b>	<b>Budget</b>	<b>Balance</b>

\_\_\_\_\_  
 Grantee Signature

\_\_\_\_\_  
 Date

**EXHIBIT B-3**

**BUDGET MODIFICATION REQUEST FORM**

Line Item	FTE	Approved Budget	Modification	Requested Budget
<u>Personnel</u>				
Staff Member 1				
Staff Member 2				
Staff Member 3				
Staff Member 4				
Benefits				
<b>Subtotal Personnel</b>				
<u>Operating Expenses</u>				
Rent & Utilities				
Office Supplies & Materials				
Telephone/Communications				
Postage/Mailing				
Reproduction/Copying				
Travel				
Training/Conferences				
Other				
<b>Subtotal Operating Expenses</b>				
<u>Subcontractors</u>				
Subcontractor 1				
Subcontractor 2				
<b>Subtotal Subcontractors</b>				
Indirect Costs				
<b>Subtotal Indirect</b>				
<b>Grand Total Expenses</b>				

The above requested modification to the budget is to provide \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Grantee Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Dir. of Health & Social Services

\_\_\_\_\_  
 Date

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. WARRANTY**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

**7. INSURANCE**

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract

and the results of that work by Contractor, Contractor’s agents, representatives, employees or subcontractors.

**B. Minimum Scope of Insurance**

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

**C. Minimum Limits of Insurance**

Contractor must maintain limits no less than:

- |  |   |  |
|--|---|--|
| (1) General Liability:<br>(Including operations, products and completed operations.) | <b>\$5,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.  |
| (3) Workers’ Compensation:   | As required by the State of California. |  |
| (4) Employer’s Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.   |

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

**E. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**F. Other Insurance Provisions**

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional

Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## 8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

## 9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## **10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## **11. INDEPENDENT CONTRACTOR**

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

## **13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

## **14. CONFIDENTIALITY**

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

## **15. CONFLICT OF INTEREST**

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited

to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **16. DRUG FREE WORKPLACE**

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

#### **17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

#### **18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

#### **19. INSPECTION**

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

#### **20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

#### **21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.



## **22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

## **23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## **24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

## **26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

- i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,

- (2) Offer a contract amendment reflecting the reduced funding.

**27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

**28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

**29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

**30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

**31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

**32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues

to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the “Federal Healthcare Programs”) or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor’s payment.

### **36. EXECUTION IN COUNTERPARTS; SIGNATURES BY FACSIMILE OR PDF**

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies or copies

delivered via e-mail as a portable document format (pdf) file shall be deemed to be original copies.

**37. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

## **EXHIBIT D**

### **SPECIAL TERMS AND CONDITIONS**

#### **1. SPECIAL RESPONSIBILITIES OF CONTRACTOR.** Contractor shall either:

A. Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within thirty (30) days of the end of each calendar year of the term of this Contract.; and provide an audit report, including a management letter, within thirty (30) days of the end of each calendar year of the term of this Contract.; or,

B. If funds awarded to Contractor by County under this Contract are \$100,000 per fiscal year or less, provide an unaudited statement of revenue and expenditures and balance sheet (if applicable) to County within thirty (30) days of the end of each calendar year of the term of this Contract.

#### **2. EVALUATION**

A. Contractor shall establish and use method(s) of systematic program evaluation to review the quality and appropriateness of services provided under this Contract. Contractor shall report on the progress on all its goals and measurable objectives incorporated in this Contract by this reference. Contractor shall input data into County's approved collection system on a monthly basis, or as otherwise prescribed by County.

B. Contractor shall submit reports to County on activities as specified in Exhibit "A-3" [Project Scope of Work and Evaluation Plan], which reports describe Contractor's progress in performing the scope of work set forth in Exhibit A [Scope of Work] every 3 (three) months throughout the term of the Contract, due thirty (30) days after the completion of such reporting period, with a final report due within 6 (six) weeks after termination of this Contract.

C. Contractor shall be solely responsible for the administration of the program to be conducted under this Contract, and shall review all monitoring reports and notices of corrective actions/recommendations provided by County.

D. Contractor shall send written notice of meetings held by its Board of Directors that are related to the program set forth in the Contract, including both regularly scheduled and any special meetings, to the H&SS MHSA Coordinator at least 48 hours in advance of regularly scheduled meetings and at least 24 hours in advance of special meetings. Contractor shall send copies of minutes from its board meetings and copies of any written reports submitted to its Board of Directors that address the funded programs and any financial issues that impact the delivery of County funded services to the County within thirty (30) days of approval of such minutes or submission of such reports.

E. The timely submission of all reports, agendas and minutes that address the program is a necessary and material term and condition of this Contract. County may stop payments under this Contract if Contractor has not submitted such reports to County within forty-five (45) days following the end of each quarter.

### **3. POLICY ON COMPLIANCE IN CONTRACTS**

Without limiting any remedy available under section 9 of Exhibit C to this contract, or as otherwise provided by law, in the event of a default by Contractor or other noncompliance with the terms of this Contract, County may, in the sole and absolute discretion of County, require Contractor to comply with County's procedure for identifying and correcting non-compliance in contracts, which procedure is set forth in the Health & Social Services Policy on Compliance in Contracts.

### **4. CONFIDENTIALITY OF MENTAL HEALTH RECORDS**

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

### **5. PUBLIC ACKNOWLEDGEMENT OF FUNDS**

The MHSA is funded by taxpayer dollars. Therefore, Contractor shall appropriately acknowledge the grant from the H&SS.

Appropriate acknowledgement is defined as follows:

- (a.) Includes the statement, "Made possible by a grant from Solano County Department of Health and Social Services.
- (b) The statement must be included in all public materials that mention the funded grant and its programs or services, including (but not limited to) Web sites, e-mails, news releases, media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, CD-ROMs and any other public communication items.

Any deviation from the above must be approved by H&SS before distribution of public outreach materials.

### **6. START-UP PERIOD**

Without limiting any remedy available under section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event that Contractor does not implement the services contemplated by this Contract within 6 months of the effective date of this Contract, County reserves the right, in the sole and absolute discretion of County, to terminate the Contract with 15 days written notice of such termination to Contractor.

### **7. DRUG FREE WORKPLACE**

Contractor shall execute the form attached as Exhibit "D1".

### **8. CHILD ABUSE**

Contractor shall execute the form attached as Exhibit "D2".

**9. ADULT ABUSE**

Contractor shall execute the form attached as Exhibit "D3".

**10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor shall execute the form attached as Exhibit "D4".

**Exhibit D-1**

**DRUG-FREE WORKPLACE CERTIFICATION**

[Contractor]

The contractor named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person or organization's policy of maintaining a drug-free workplace;
  - (c) Any available counseling, rehabilitation and employee assistance programs; and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement; and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the County below, is made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Officials Name (type or print)

\_\_\_\_\_  
Title Federal Tax I.D. Number



**EXHIBIT D-2**

**CHILD ABUSE REPORTING REQUIREMENTS**

Section 11166 of the Penal Code requires any child care custodian, health practitioner, animal control officer, employee of a child protective agency, or child visitation monitor who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

For purposes of this section, “child care custodian” includes teachers; and instructional aide, a teacher’s aide, or a teacher’s assistant employed by any public or private school, who has been trained in the duties imposed by this article, if the school district has so warranted to the State Department of Education; a classified employee of any public school who has been trained in the duties imposed by this article, if the school has so warranted to the State Department of Education; administrative officers, supervisors of child welfare and attendance, or certified pupil personnel employees of any public or private school; administrators of a public or private day camp; administrators and employees of any public or private youth centers, youth recreation programs, or youth organizations; administrators and employees of public or private organizations whose duties require direct contact and supervision of children and who have been trained in the duties imposed by this article; licensees, administrators and employees of licensed community care or child day care facilities; head start teachers; licensing workers or licensing evaluators; public assistance workers; employees of a child care institution including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities; social workers, probation officers, or parole officers; employees of a school district police or security department; any person who is an administrator or a presenter of, or a counselor in, a child abuse prevention program in any public or private school; a district attorney investigator, inspector, or family support officer unless the investigator, inspector, or officer is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor; or a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of this code, who is not otherwise described in this section.

“Health practitioner” includes physicians and surgeons, psychiatrists, psychologists, dentist, residents, interns, podiatrists, chiropractors, licensed nurses, dental hygienists, optometrist, or any other person who is licensed under **Division 2** (commencing with Section 500) of the Business and Professions Code; marriage, family, and child counselors; emergency medical technicians I or II, paramedics, or other persons certified pursuant to **Division 2.5** (commencing with Section 1797) of the **Health and Safety Code**; psychological assistants registered pursuant to Section 2913 of the **Business and Professions Code**; marriage, family, and child counselor trainees as defined in subdivision c of Section 4980.03 of the **Business and Professions Code**; unlicensed marriage, family and child counselor interns registered under Section 4980.44 of the **Business and Profession Code**; state or County public health employees who treat minors for venereal disease or any other condition; coroners; and paramedics.

“Child visitation monitor” means any person as defined in Section 11165.15.

I, the undersigned, have read the above and understand the provisions of Penal Code section 11166. I further understand that I am a mandated reporter subject to the requirements of Penal Code Section 11166 and will comply with its provisions.

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_  
Supervisor’s Name \_\_\_\_\_ Signature \_\_\_\_\_

**EXHIBIT D-3**

**ADULT ABUSE REPORTING REQUIREMENTS**

**Section 15630 of the Welfare and Institutions Code** requires that any elder or dependent adult care custodian, health practitioner or employee or a County adult protective services agency or a local law enforcement agency who in his or her professional capacity, or within the scope of his or her employment, has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse or neglect or is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation and financial abuse or neglect, or reasonably suspects abuse shall report the known or suspected abuse by telephone immediately or as soon as practically possible, and by written report sent within two working days to a local law enforcement agency or to adult protective services agency or other agency as directed by statute. Under the definition of “care custodian” set forth in Section 15610.17 of the Welfare and Institutions Code, every employee of \_\_\_\_\_, **including members of the support and maintenance staff**, is a mandated reporter subject to the provisions of Section 15630.

I understand that as an employee of \_\_\_\_\_, I am a mandated reporter subject to the reporting requirements of Welfare and Institutions Code Section 15630.

I certify that I have received and read a copy of Welfare and Institutions Code Section 15630. I understand the reporting requirements set for in Section 15630 and will comply with its provisions. I certify that I have been provided with the number of Adult Protective Services for reporting elder abuse in Solano County.

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_  
Supervisor’s Name \_\_\_\_\_ Signature \_\_\_\_\_

## EXHIBIT D-4

SOLANO COUNTY

### HIPAA BUSINESS ASSOCIATE CERTIFICATION

45 C.F.R. Parts 160-164

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#### (Contractor Name)

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The Contractor or grant recipient (hereinafter “Contractor”) named above hereby certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. (“Code of Federal Regulations”) Parts 160-164. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information (“PHI”).

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use protected health information it creates for or receives from the County only:
  - a) For functions and activities on the County’s behalf;
  - b) As authorized for Contractor’s management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
  - c) As required by law.
  - d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
  - e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).
2. Not further disclose or use protected health information except as specified in this Exhibit or as otherwise required by law.
3. Comply with 45 CFR Parts 160-164 as applicable to a “business associate” of a “covered entity,” and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).
5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions.
6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.

7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.
8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526.
9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.
10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).
12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).
13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
14. Upon termination of this Agreement for any reason:
  - a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract on required to be retained by the Privacy Rule.
  - b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
  - c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
  - d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.
15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.
16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

