



**COUNTY OF SOLANO**  
**Department of Health and Social Services**

**REQUEST FOR PROPOSALS**  
**FOR**

**Mental Health Services Act (MHSA)**  
**Workforce & Education Training (WET)**  
**And Loan Assumption Program**

**RFP Number: G99-1019-10**

**Final Date of Submission:**

**December 21, 2009 4:00 pm**

This document may be found at  
[http://www.solanocounty.com/depts/genserv/purchasing/bids\\_rfps.asp](http://www.solanocounty.com/depts/genserv/purchasing/bids_rfps.asp)  
Updates and any amendments will be posted on the same website.

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## 1 INTRODUCTION

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### 1.1 STATEMENT OF PURPOSE

The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered.

The County of Solano, Health and Social Services, hereinafter referred to as the County, intends to secure a contract from qualified organizations/training/educational institutes to manage, develop and deliver services for the two programs outlined in the Workforce Development Training and Technical Assistance Services and the County Loan Assumption program of Solano County's Mental Health Services Act (MHSA) Workforce Education and Training (WET) Plan.

Solano County's WET component of the Three-Year program and Expenditure Plan addresses the shortages of qualified individuals who provide services in this County's Public Mental Health System. This includes County Mental Health staff, community based organizations, and individuals in solo or small group practices who provide publicly-funded mental health services to the degree they comprise this County's Public Mental Health System workforce.

All proposed education, training and workforce development programs and activities contribute to developing and maintaining a culturally competent workforce to include individuals with consumer and family member experience that are capable of providing consumer and family driven services that promote wellness, recovery, and resiliency, leading to measurable, values-driven outcomes. Solano County's WET plan has been approved by the State Department of Mental Health and is attached at the end of this RFP.

The project will be a 30 month effort of the County and has a maximum of \$415,000 for WET training and technical assistance and management of the Loan Assistance Program. The contract period during which services are to be provided is anticipated to be April 1, 2010 through September 30, 2012. Although this is a multiyear solicitation, annual funding is contingent on 1) availability of funds and 2) meeting contractually agreed-upon program outcomes.

Applicants must have expertise in identifying evidence based training/education, adult learning, experience working with diverse consumers and family members, as well as developing, scheduling, coordinating, presenting, and evaluating activities required in providing training programs. Applicants must have expertise in developing, launching and managing scholarship/loan-repayment programs.

Applicants should have demonstrated experience and success in the development and/or delivery of training for behavioral/mental health practitioners and other administrative staff or policy makers. The successful applicant must design, develop, and deliver training consistent with the Scope of Work specifications of this RFP. Training courses may be subcontracted to and/or provided by an educational institution, other accredited organization, and or qualified subject matter expert upon prior written approval of the County.

### 1.2 SCOPE OF SERVICE

It is the Provider's responsibility to propose a complete Scope of Work that explains in detail the Provider's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in Exhibit A of the Standard Contract, included in Section 8 of this RFP. The Standard Contract also includes the terms and conditions required by the County.

The Attachments of this RFP contains the minimum list of services and deliverables the selected Contractor is expected to provide the County.

The *Standard* contract also includes the terms and conditions required by the County.

**1.3 CONTRACT DURATION**

The County intends to enter into a contract with an effective period of April 1, 2010 through September 30, 2012.

The County reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the County notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the County's maximum liability will also be affected through an amendment and shall be based upon rates provided for in the original contract and proposal.

**1.4 LETTER OF INTENT TO PROPOSE**

A letter indicating a vendor's intent to respond to this RFP shall be sent to the RFP Coordinator (refer to Section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*:

- Vendor Name
- Name and Title of Vendor Main Contact
- Address, Telephone Number, and Facsimile Number and email address- of Vendor Main Contact
- Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is a prerequisite for submitting a proposal, and is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

**1.5 PROPOSAL DEADLINE**

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section 2, RFP Schedule of Events. Potential contractors or vendors shall respond to the written RFP and any exhibits, attachments, or amendments. Failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Potential contractors or vendors assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential contractor or vendor.

Proposals may not be delivered orally, by facsimile, or by other telecommunication or electronic means.

**1.6 NONDISCRIMINATION**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's contractors. Accordingly, all vendors entering into contracts with the County shall, upon request, be required to show proof of such

nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**1.7 ASSISTANCE TO POTENTIAL CONTRACTORS OR VENDORS WITH A DISABILITY**

Potential contractors or vendors with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Potential contractors or vendors with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in Section 2, RFP Schedule of Events.

**2 RFP SCHEDULE OF EVENTS**

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*.

	<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
1	County Issues RFP	11/6/2009	
2	Deadline for Potential Contractors or Vendors with a Disability to Make Accommodation Requests	11/13/2009	
3	<u>Mandatory</u> Pre-proposal Conference	11/20/2009	1:00 PM
4	Deadline for Written Comments	11/25/2009	
5	County Issues Responses to Written Comments	11/30/2009	
6	Deadline for <u>mandatory</u> <i>Letter of Intent to Propose</i>	12/7/2009	
7	Deadline for Submitting a Proposal <u>and</u> County Opens Technical Proposals	12/21/2009	4:00 PM
8	County Completes Technical Evaluations	1/15/2010	
9	County Opens Cost Proposal	1/15/2010	
10	County Completes Cost Evaluations	1/15/2010	
11	County Sends a written Notice of Intent to Award	1/19/2010	
12	Conclusion of Contract Negotiation, and Contract Signing	2/22/2010	
13	Anticipated Board of Supervisor's Meeting	3/23/2010	
14	Anticipated Contract Start Date	4/1/2010	

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### 3 GENERAL REQUIREMENTS AND INFORMATION

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#### 3.1 RFP COORDINATOR

The following RFP Coordinator's shall be the main point of contact for this RFP.

Gina Merrell or Christine Westdyk  
Solano County Department of Health and Social Services  
275 Beck Avenue, MS 5-200  
Fairfield, California 94533  
Phone: (707) 784-8407  
Fax: (707) 421-3207  
  
Email: cwestdyk@solanocounty.com

#### 3.2 RFP NUMBER

The County has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

**RFP# G99-1019-10**

#### 3.3 COMMUNICATIONS REGARDING THE RFP

- 3.3.1 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.
- 3.3.2 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. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.
- 3.3.3 Any communication regarding this RFP sent by facsimile must also be sent by United States mail on the same date.
- 3.3.4 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.
- 3.3.5 The County shall mail copies of its written responses to all received written comments; this will be mailed to all vendors submitting a *Letter of Intent to Propose* as well as being posted on to the County website.
- 3.3.6 Any data or factual information provided by the County shall be deemed for informational purposes only, and if a potential contractor or vendor relies on said factual information it should either:
- a) independently verify the information; or
  - b) Obtain the County's written consent to rely thereon.

### 3.4 REQUIRED REVIEW AND WAIVER OF OBJECTIONS BY POTENTIAL CONTRACTORS OR VENDORS

Potential Contractors or Vendors should carefully review this RFP and all attachments, including but not limited to the *Standard* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the County no later than the Deadline for Written Comments detailed in Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the County, in writing, by the Deadline for Written Comments.

### 3.5 PROPOSAL SUBMITTAL

- 3.5.1 Potential contractors or vendors shall respond to this RFP with a Technical Proposal, Cost Proposal and electronic copies of all technical proposal documents. No pricing information shall be included in the Technical Proposal.

Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive.

One (1) original and five (5) copies of the Technical Proposal and an electronic copy of the technical proposal documents shall be submitted to the County in a sealed package and be clearly marked:

**“Technical Proposal in Response to G99-1019-10 --- Do Not Open”**

One (1) Cost Proposal shall be submitted to the County in a separate, sealed package and clearly marked:

**“Cost Proposal in Response to G99-1019-10 --- Do Not Open”**

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

**“Contains Separately Sealed Technical and Cost Proposals”**

- 3.5.2 All proposals must be submitted to the RFP Coordinator at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Gina Merrell  
Solano County Department of Health and Social Services  
275 Beck Avenue, MS 5-200  
Fairfield, California 94533

### 3.6 PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

### 3.7 PROPOSAL WITHDRAWAL

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

### 3.8 PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the County.



### **3.9 PROPOSAL ERRORS**

Potential Contractor or Vendors are liable for all errors or omissions contained in their proposals. Potential Contractor or Vendors shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **3.10 INCORRECT PROPOSAL INFORMATION**

If the county determines that a potential contractor or vendor has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the potential contractor or vendor knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

### **3.11 PROHIBITION OF POTENTIAL CONTRACTOR OR VENDOR TERMS AND CONDITIONS**

A Potential Contractor or Vendor may **not** submit the Potential Contractor or Vendor's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

### **3.12 ASSIGNMENT AND SUBCONTRACTING**

- 3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. Each subcontractor must be approved in writing by the County. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.
- 3.12.2 Notwithstanding the use of approved subcontractors, the potential Contractor or Vendor, if awarded a contract under this RFP, shall be the prime Contractor and shall be responsible for all work performed.

### **3.13 RIGHT TO REFUSE PERSONNEL**

The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.

### **3.14 PROPOSAL OF ALTERNATE SERVICES**

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) may be considered non-responsive and rejected.

### **3.15 PROPOSAL OF ADDITIONAL SERVICES**

If a Potential Contractor or Vendor indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the County.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Potential Contractor or Vendor shall **not** propose un-requested rates as separate, additional rates for additional services. (Refer to Section 5.3 of this RFP for Cost Proposal requirements.)

### **3.16 INDEPENDENT PRICE DETERMINATION**

- 3.16.1 A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Potential Contractor or Vendor, a County employee, or any competitor.

- 3.16.2 The Potential Contractor or Vendor is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Potential Contractor or Vendor.
- 3.16.3 The Potential Contractor or Vendor is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all potential Contractor or Vendors associated with a multiple proposal.
- 3.16.4 Should any such prohibited action detailed in Sections 3.16.1, 3.16.2, and 3.16.3 be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

### **3.17 INSURANCE**

The apparent successful Potential Contractor or Vendor may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the County may, at its sole discretion, require the apparent successful potential Contractor or Vendor to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the County shall be in form and substance acceptable to the County.

### **3.18 LICENSURE**

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The County may require any or all potential Contractor or Vendors to submit evidence of proper licensure.

### **3.19 CONFLICT OF INTEREST AND PROPOSAL RESTRICTIONS**

- 3.19.1 By submitting a proposal, the Potential Contractor or Vendor certifies that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Potential Contractor or Vendor in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a county agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

- 3.19.2 County agencies shall not contract with an individual who is, or within the past six months has been, an employee of the County of Solano. An individual shall be deemed a County employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the County. A contract with a company in which a controlling interest is held by a County employee shall be considered to be a contract with said individual and shall be prohibited.
- 3.19.3 Any individual, company, or other entity involved in assisting the County in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Potential Contractor or Vendors, and said individual, company, or other entity may not submit a proposal in response to this RFP.

### **3.20 RFP AMENDMENT AND CANCELLATION**

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose* as well as posted

on to the Solano County website. Potential Contractor or Vendors shall respond to the final written RFP and any exhibits, attachments, and amendments.

### **3.21 RIGHT OF REJECTION**

- 3.21.1 The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Potential Contractor or Vendors must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.21.3 Potential Contractor or Vendors may not restrict the rights of the County or otherwise qualify their proposals. If a Potential Contractor or Vendor does so, the County may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 3.21.4 The County reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the potential contractor or vendor from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Potential Contractor or Vendor to strict compliance with the RFP.

### **3.22 DISCLOSURE OF PROPOSAL CONTENTS**

All proposals and other materials submitted in response to this RFP procurement process become the property of the County of Solano. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. The proposals and associated materials shall be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48) upon the final award of the contract by all authorized parties. By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

### **3.23 PROPRIETARY INFORMATION**

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Potential Contractor or Vendor may clearly label part of a proposal as "CONFIDENTIAL" if the Potential Contractor or Vendor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any information that is released by the County shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the Potential Contractor or Vendor of the request and delay access to the material until seven working days after notification to the Potential Contractor or Vendor. Within that time delay, it will be the duty of the Potential Contractor or Vendor to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

### **3.24 SEVERABILITY**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the County and Potential Contractor or Vendors shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

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## 4 SPECIAL REQUIREMENTS

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### 4.1 JOINT VENTURES AND PARTNERING

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the County as a result of the participation of multiple entities.

- 4.1.1 The Proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.
- 4.1.2 The Proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFP.
- 4.1.3 The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

### 4.2 PRE-PROPOSAL CONFERENCE

- 4.2.1 A mandatory Pre-Proposal Conference for all potential Contractor or Vendors is scheduled at the time and date detailed in the Section 2, RFP Schedule of Events. The conference shall be held at **275 Beck Ave. Fairfield, CA 94533, Group Room A on November 20, 2009 at 1:00pm.** Each vendor may send a maximum of 2 representatives. The purpose of the conference is to discuss the work to be performed with the prospective Potential Contractor or Vendors and allow them to ask questions concerning the RFP. Please RSVP to Christine Westdyk, at (707) 784-8407 prior to attending the conference.
- 4.2.2 Specific questions concerning the RFP should be submitted in writing before the pre-proposal conference so that the County may prepare responses before the conference. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date.
- 4.2.3 The response to any question that is given orally at the pre-proposal conference is to be considered tentative and nonbinding on the County. After the conference, the official response to questions shall be published in writing. This shall ensure accurate, consistent responses to all vendors. Copies of all written questions and the County's responses shall be mailed to all vendors submitting a *Letter of Intent to Propose* and will be posted on to the Solano County website as well. Only the written responses from the County shall be considered official.

### 4.3 LOCATION AND WORK SPACE

The County SHALL NOT provide work-space for the Contractor.

**5.1 GENERAL PROPOSAL REQUIREMENTS**

- 5.1.1 The County discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Potential Contractor or Vendor's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Potential Contractor or Vendors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Potential Contractor or Vendors may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the County's information requirements.
- 5.1.3 Potential Contractor or Vendors must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Potential Contractor or Vendors must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the County's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered.
- 5.1.5 Potential Contractor or Vendors shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal non-responsive and the proposal shall be rejected.

**5.2 TECHNICAL PROPOSAL**

The Technical Proposal shall be divided into the following sections:

Proposal Transmittal Letter;

Mandatory Potential Contractor or Vendor Qualifications;

General Potential Contractor or Vendor Qualifications and Experience; and

Technical Approach

All documents associated with the technical proposal shall be created using a 1 inch margin and an Arial, size 11 font. If a proposal fails to detail and address each of the requirements detailed herein, the County may determine the proposal to be non-responsive and reject it.

- 5.2.1 Proposal Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is

mandatory, and failure to provide the information as required may result in the proposal being considered non-responsive and rejected.

- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the proposal remains valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Potential Contractor or Vendor and the County.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal.
- 5.2.1.4 The letter shall provide the name, mailing address, telephone number and email address of the person the County should contact regarding the proposal.
- 5.2.1.5 The letter shall state whether the Potential Contractor or Vendor intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Contractor must obtain written approval from the County prior to the use of any subcontractors.)
- 5.2.1.6 The letter shall state whether the Potential Contractor or Vendor or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the County of Solano) and, if so, the nature of that conflict. The County reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the potential Contractor or Vendor. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the County.
- 5.2.1.7 The letter shall also include a statement of acknowledgement that the County's Standard Contract (Section 8) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the contract are noted, then the County will assume that the Potential Contractor or Vendor is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.
- 5.2.2 Mandatory Potential Contractor or Vendor Qualifications. Technical Proposals shall provide responses and documentation, as required, that indicates the Potential Contractor or Vendor has met the Mandatory Potential Contractor or Vendor Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the proposal may be rejected.

Technical Proposals shall provide the following information (referencing the subsections in sequence):

- 5.2.2.1 written confirmation that the Potential Contractor or Vendor shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the Standard contract in Section 8 of this RFP. (NOTE: If the Proposal fails to provide said confirmation without exception or qualification, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.)
- 5.2.2.2 written certification and assurance of the Potential Contractor or Vendor's compliance with:
  - a) the laws of the State of California;
  - b) Title VI of the federal Civil Rights Act of 1964;
  - c) Title IX of the federal Education Amendments Act of 1972;
  - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;

- e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Potential Contractor or Vendor in connection with the Procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

- 5.2.3 Contractor or Vendor Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Potential Contractor or Vendor's experience in delivering services similar to those required by this RFP:
- 5.2.3.1 a brief, descriptive statement indicating the Potential Contractor or Vendor's credentials to deliver the services sought under this RFP;
  - 5.2.3.2 a brief description of the Potential Contractor or Vendor's background and organizational history;
  - 5.2.3.3 years in business;
  - 5.2.3.4 a brief statement of how long the Potential Contractor or Vendor has been performing the services required by this RFP;
  - 5.2.3.5 a statement as to whether there is any pending litigation against the Potential Contractor or Vendor; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Potential Contractor or Vendor's performance in a contract under this RFP;
  - 5.2.3.6 a statement as to whether, in the last ten years, the Potential Contractor or Vendor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
  - 5.2.3.7 a narrative description of the proposed project team, its members, and organizational structure, where applicable;
  - 5.2.3.8 a personnel roster and resumes of key people who shall be assigned by the Potential Contractor or Vendor to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Potential Contractor or Vendor, and employment history);
  - 5.2.3.9 two (2) customer references for similar projects representing — each reference must include:
    - a) the company name and business address;
    - b) the name, title, and telephone number of the company contact knowledgeable about the project work; and
    - c) a brief description of the service provided and the period of service.
  - 5.2.3.10 a list, if any, of all current contractual relationships with the County of Solano and all those completed within the previous five year period— the list must include:
    - a) the contract number;
    - b) the contract term; and
    - c) The procuring county agency for each reference.

(NOTE: Current or prior contracts with the County are NOT a prerequisite to being awarded the maximum available points for the Potential Contractor or Vendor Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically

result in the addition or deduction of evaluation points. Any such current or prior contractual relationships, like those detailed pursuant to Section 5.2.3.15., shall be generally considered in awarding Potential Contractor or Vendor Qualifications and Experience category points.)

- 5.2.4 **Technical Approach.** The Potential Contractor or Vendor shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the County to ascertain the Potential Contractor or Vendor's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Potential Contractor or Vendor's technical approach to delivering the services sought under this RFP:
- 5.2.4.1 Potential Contractor or Vendors must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Potential Contractor or Vendor will complete the scope of services, accomplish required objectives, and meet the County's project schedule.
- 5.2.4.2 Potential Contractor or Vendors must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Potential Contractor or Vendor will manage the project, ensure completion of the scope of services, and accomplish required objectives within the County's project schedule.
- 5.2.4.3 Potential Contractor or Vendors must provide a comprehensive work plan, captioned "Project Work plan", which includes a timeline illustrating how the potential contractor or vendor will complete the project. The format and instructions for this work plan is Attachment N to this RFP
- 5.2.4.4 Potential Contractor or Vendors must provide a comprehensive evaluation plan.

### **5.3 COST PROPOSAL**

- 5.3.1 The Cost Proposal shall be submitted to the County in a separate, sealed package from the Technical proposal.
- 5.3.2 Bidders must submit five (5) cost proposals - one for the total estimated contract between 04/01/2010 thru 09/30/2012 and one for each fiscal year associated with the total contract which include 04/01/2010 thru 06/30/2010, 07/01/2010 thru 06/30/2011, 07/01/2011 thru 06/30/2012 and 07/01/2012 thru 09/30/2012.
- 5.3.3 The Cost Proposal shall specifically record the exact cost proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.
- 5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Potential Contractor or Vendor fails to specify the Cost Proposal as required, the County shall determine the proposal to be non-responsive and reject it.
- 5.3.5 The Potential Contractor or Vendor must sign and date the Cost Proposal.
- 5.3.6 Bidders must also submit their detailed cost proposals in both summary and line item form utilizing Attachment G and Attachment H.
- 5.3.7 If bidder plans to utilize a subcontractor Attachment I must be submitted to describe the subcontractor line item budget for each corresponding fiscal year that they are utilized by the lead agency.



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**6 EVALUATION AND CONTRACTOR SELECTION**

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**6.1 PROPOSAL EVALUATION CATEGORIES AND MAXIMUM POINTS**

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Technical Approach, and Cost. The maximum points that shall be awarded for each of these categories are:

**Evaluation Criteria**

CATEGORIES	MAXIMUM POINTS POSSIBLE 100
Project Approach and Management Plans <i>Forms and narrative descriptions of the services to be provided and outcome measures to achieve the goals and objectives of the project.</i>	45
Evaluation Plan Narrative	15
Organizational Capacity and Qualifications <i>Narrative and job descriptions/resumes of key personnel that document the expertise and experience necessary to successfully carry out services, along with documentation of fiscal solvency.</i>	15
Cost/Budget Proposal <i>Line-item budgets and narratives that show reasonable and necessary hours and expenses, clearly link costs to services/outcomes expected and document leveraging of funds, if any.</i>	25

**A. Project Approach and Management Plans (up to 45 points)**

- The goal and objectives of the project match the objectives of the MHSA/WET 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.
- Expected outcomes are measurable.
- There are clear evaluation criteria and methods.
- The personnel and resources dedicated to the activity are sufficient for the activities proposed. In addition, they are adequately budgeted for.
- Identify curriculum design, course development and training delivery method that recognizes principles of Mental Health Service Act (MHSA).
- Services are based on research-based and/or best/promising practices.

- There are clear linkages between the proposed services and MHSA/WET Plan.
- There is a realistic timeline.
- If collaborative services are proposed, there is a realistic collaboration plan and a clear description of what each partner will do.
- Identify strategies and tools to assess and prioritize training needs.
- Ability to provide Continuing Education (CE) credits.
- 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.

#### **B. Evaluation Plan Narrative (up to 15 points)**

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

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

#### **C. Organizational Qualifications (up to 15 points)**

The Organizational 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 demonstrates experience, expertise, and current capacity in curriculum design, needs assessment methods, and training program delivery including logistical support.
- The Applicant has experience with training delivery to mental health practitioners and administrative staff.
- 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.

If applicable, the Applicant’s management ability and organizational infrastructure is adequate to coordinate and monitor the project.

#### **D. Cost/Budget (up to 25 points)**

The Budget will be evaluated on the following criteria:

- Budget is consistent with the intent of the program, and is clearly linked to the goals, and objectives, and activities proposed for the budget period
- The funding amount requested relates appropriately to the proposed level of effort.
- All line items have been adequately justified.
- 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, if applicable.
- Subcontractor budget(s) and narrative(s) are justifiable and appropriate to the proposed project, if applicable.

- The Applicant possesses sufficient management and fiscal systems and controls to carry out the project.

## **6.2 PROPOSAL EVALUATION PROCESS**

- 6.2.1 The evaluation process is designed to award the procurement not necessarily to the Potential Contractor or Vendor of least cost, but rather to the Potential Contractor or Vendor with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and NOT against other proposals. The County reserves the right at its own discretion to require Proposers to present their offering to the review committee at the County's site in Fairfield, CA. This requirement will be at the discretion of the review committee and will be based on the results of the detailed review and the ranking of total technical points. Only the highest ranked Proposers will be invited to present their offering. Should proposers be invited to make a presentation, the County will not be liable for any travel expenses or associated costs.
- 6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three or more members shall be responsible for evaluating proposals.
- 6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:
- a) if it meets requirements for further evaluation;
  - b) if the County shall request clarification(s) or correction(s); or
  - c) if the County shall determine the proposal non-responsive and reject it.
- 6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score the General Potential Contractor or Vendor Qualifications and Experience section and the Technical Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals.
- 6.2.5 The County reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Potential Contractor or Vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the County and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Potential Contractor or Vendor shall put such clarifications in writing.
- 6.2.6 Upon completion of Technical Proposal scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average Technical Proposal score for each proposal.

## **6.3 CONTRACT AWARD PROCESS**

- 6.3.1 The County reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 6.3.2 After the evaluation of proposals and final consideration of all pertinent information available, the RFP Coordinator shall issue a written Evaluation Notice to all Potential Contractor or Vendors. The notice shall identify the apparent best evaluated Potential Contractor or Vendor. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Potential Contractor or Vendor or any vendor.
- 6.3.3 The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Potential Contractor or Vendor subsequent to the Evaluation Notice.

- 6.3.4 The apparent best evaluated Potential Contractor or Vendor shall be prepared to enter into a contract with the County which shall be substantially the same as the *Standard* contract included in Section 8 of this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
- 6.3.5 If a Potential Contractor or Vendor fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the Potential Contractor or Vendor, the County may determine, at its sole discretion, that the Potential Contractor or Vendor is non-responsive to the terms of this RFP and reject the proposal.
- 6.3.6 If the County determines that the apparent best evaluated Potential Contractor or Vendor is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall recalculate scores for each responsive Cost Proposal and award the Contract in accordance with the requirements of 6.2.5 *et seq.*, above.
- 6.3.7 Contract award shall be subject to the contract approval of all appropriate County officials in accordance with applicable County laws and regulations.
- 6.3.8 After award of the contract to successful proposer, the RFP files shall be made available for public inspection upon request.

**7.1 CONTRACT APPROVAL**

The RFP and the contractor selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated Potential Contractor or Vendor or any vendor. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring county agency and after the contract is signed by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

**7.2 CONTRACT PAYMENTS**

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by County officials as required by applicable statutes and rules of the County of Solano.

**7.3 RFP AND PROPOSAL INCORPORATED INTO FINAL CONTRACT**

This RFP and the successful proposal shall be incorporated into the final contract.

**7.4 CONTRACT MONITORING**

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the County requires such an inspection, the Contractor shall provide reasonable access and assistance.

**7.5 CONTRACT AMENDMENT**

During the course of this contract, the County may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the County shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the County and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring county agency and must be approved by other County officials as required by County laws and regulations. The Contractor shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

**PROGRAM DESCRIPTION:**

**Program #1- Workforce Education Training and Technical Assistance**

Solano County's WET goals include a comprehensive training plan to create a training system that supports and enhances public mental health workforce core competencies in administrative, clinical, managerial and supervisory evidenced based practices.

Administrative core competencies will focus on topics such as continuous quality improvement for MHSA transformational activities, and orientation to public mental health for all administrative, clinical and clerical staff. Management competencies will include training for supervisors on effective hiring and supervision of peer providers.

All training activities will incorporate evidenced based practices to increase skills and knowledge of Consumer and Family Member Driven systems, the principles of Wellness & Recovery, and increased workforce diversity, cultural competency and linguistic capacity to reflect Solano's underrepresented and underserved communities.

Based on preliminary information gathered during the community planning process, it is anticipated that the training topics for clinical competencies may include clinical supervision, assessing/treating co-occurring disorders, and therapeutic value of supportive housing, supportive education and employment. Solano County WET plan includes development and provision of an in-depth training needs assessment of County and contractual providers and consumers and family members in collaboration with the WET Training Committee.

The contractor will develop and deliver workforce development training and technical assistance services to Mental Health Division's staff, mental health contract providers, consumers, family members, and community partners/stakeholders. Training activities will incorporate evidenced based practices to increase skills and knowledge of Consumer and Family Member Driven systems, the principles of Wellness & Recovery, and increased workforce diversity, cultural competency and linguistic capacity to reflect Solano's unrepresentative and underserved communities.

The successful applicant will conduct a comprehensive training needs assessment with the Training Committee within the first 90-days of the contract. In consultation with the Training Committee and WET Coordinator, the applicant will develop training priorities for clinical and administrative staff, and consumer and family members. The curriculum design and all course development will be based on the results of this assessment.

Applicants will be expected to develop or adapt existing curricula and related training materials as needed, identify and secure presenters for each training course, develop, administer and collate participant evaluations, create agendas for each training event, provide logistical support, and execute each training event.

Applicants are expected to be able to provide Continuing Education (CE) credits for a minimum of the following professional categories: Licensed Clinical Social Worker (LCSW)/Marriage, Family Therapists (MFT), and psychologists. Additional categories for CEs may include Nursing, California Association of Alcohol and Drug Addiction Counselors (CAADAC), and Psychiatrists.

Trainings may be offered through multiple delivery methods such as traditional classroom, seminars, didactic teaching methods and/or e-learning/online opportunities.

It is expected that the Applicant will manage all aspects of the training including planning, development, trainer selection and execution. WET coordinator and the WET Training Committee including consumers and family members will have significant involvement with training needs assessment, training delivery methods and training schedule. Training must be provided at no charge to the participants.

The priority content areas for training development and delivery will be:

- Administrative and Managerial Competencies
- Clinical Competencies
- Peer Training and Education
- Family Training and Education
- Cultural Competence Training
- Workforce Diversity and Language Capacity

- Wellness Recovery Action Plan (WRAP)
- Motivational Interviewing

**Program #2- Loan Assumption Program**

Solano County will develop a local Loan Assumption program as a financial incentive strategy to recruit and retain individuals into hard to fill positions. County's Loan Assumption program will pay either part or all of a current educational loan debt in exchange for working in a position deemed hard to fill or retain by the employer. Solano County will utilize WET funds to enable individuals to participate in a local Loan Assumption program that follows Department of Mental Health (DMH) guidelines. In keeping with these guidelines, a single payment of up to \$10,000 per year can be made on the participant's behalf after 12 consecutive months of employment in an eligible position. Solano County Loan Assumption program will provide 10-12 awards of up to \$10,000 each.

The contractor will develop, launch, and manage the Solano County Loan Assumption program, a financial incentive strategy to recruit and retain individuals into hard to fill positions. Solano County Loan Assumption program will be funded to provide 10-12 awards of up to \$10,000 each. Total funding available for loan repayment is \$100,000.

**Evaluation and Reporting:**

Funded applicants for the WET training and technical assistance and the Loan Assumption program will be expected to track, collect, and report the following data on a monthly or quarterly basis as determined by Solano County Mental Health:

**Technical Assistance and Training:**

- Needs Assessment meeting contract criteria completed within 90 days.
- Report on training needs assessment.
- Provide training calendar.
- Report number of individuals trained. Submit rosters or on-line training records.
- Percent of program staff trained.
- Report number of trainings offered.
- Deliver classes in accordance with contract.
- Provide number of participants exhibiting increased knowledge of the program. area, as determined by pre and post testing.

**Loan Assumption Program**

- 100% of all loan assumption requests processed and completed by June 2011.
- 

**Proposed Scope of Work:**

**Needs Assessment:**

- Propose a method for conducting needs assessment within the first 30 days of the contract.
- Provide and document, within the first ninety days of the contract, a systematic assessment of current and emerging staff development training needs in the areas of administrative, clinical, and managerial training needs of the County's and contractual providers, consumers and family members. The Training Committee will review and provide recommendations about training needs.
- Identify and prioritize training topics through the needs assessment survey and in collaboration with the WET Training Committee.
- Develop a set of criteria aligned with the MHSA WET priorities to be used by the WET Training Committee to evaluate and approve training activities.
- Sit on the Training Committee and follow-up on the proposed recommendations/actions provided by the committee.

**Curriculum Development:**

- Design, develop or adapt previously developed curriculum that meets MHSA WET training needs including enhancing competencies, and maintaining professional credentials.
- Design, develop or adapt previously developed curriculum based on evidenced based practices and ensure trainings are culturally sensitive and consumer/family member focused.
- Develop or adapt previously developed training curriculum descriptions devising training delivery methods, course objectives, skill, knowledge to be acquired and uses; application on the job, expectations of participants, program length, learning, teaching strategies.
- Design training programs to meet the needs of a multidisciplinary workforce, including mental health, substance abuse and primary care.

**Program Delivery:**

- Deliver training courses at sites convenient for training participants. In coordination with the WET coordinator, courses may be delivered on-site in space provided by Solano County. There will be no charge for use of such space. Contractor will be responsible for any costs associated with the use of non-county space.
- Create an annual training calendar.
- Schedule courses to accommodate agency/program staffing and coverage requirements, including possibility of offering the same course multiple times at multiple locations to address employee demand.
- Make all course offerings accessible to all employees, including the disabled, pursuant to the Americans with Disabilities Act (ADA).
- Provide methods of delivery appropriate to the needs of the particular curriculum, program, and employees. Delivery methods may include classroom, hands-on, e-learning/Internet – based trainings. Delivery methods should not be based on convenience, but must match the curriculum design so that the integrity of the training is not compromised.
- Identify trainers/instructors to lead each training course to be delivered under this contract.
- Obtain from the trainers/instructors a full course agenda, training outline, handouts and all related materials at least three weeks prior to each scheduled training event. The course materials will be submitted to the WET Training Committee for review and approval before training delivery.
- Staff each training event.
- Supply all training materials, including reproduction of materials.
- Provide audio/visual equipment, as necessary.

**Program Administration:**

- Upon receipt of notification approval of the contract, and within two weeks of subsequently meeting with the WET Training Committee and WET Coordinator, provide MHSA WET program with a work plan describe how the services described in *Scope of Work* will be accomplished.
- Set-up an on-line registration website and register all applicants to all courses.
- Answer questions and address issues related to course scheduling and description, employee registration, and other related matters.
- Prepare and submit course-offering announcements electronically that include course description, targeted audience/or job titles, dates and times of training, location of training, and any other necessary information. This course announcement information will be posted on the County web



site by County staff and distributed electronically to County Mental Health program and contract agencies employees by Mental Health Division.

- Maintain complete and accurate program records on all courses that are developed and/or delivered, including course description and instructors, participant data, evaluation data and CE documentation.
- Keep agendas, minutes of meetings, focus groups, and other activities.
- Provide training participant list including sign-in sheets to the WET Coordinator.
- Submit quarterly program reports to WET Coordinator that must include, but are not limited to:
  - Description of services rendered during the previous quarter
  - Description of services scheduled and/or being developed for the upcoming quarter
  - Description of services planned for the remainder of the service delivery period.

#### **Evaluation:**

Propose methods to evaluate the effectiveness of each training/professional development opportunity offered through this contract including tools and methods to assess the following:

- a. how well each training met participants' skill and knowledge needs
- b. how well each training met stated objectives
- c. how participants apply skills/knowledge learned to their own program operations to achieve WET goals
- d. how well the overall curriculum and calendar of training programs met skill and organizational needs
- e. how well integrated into participants daily operations and/or clinical operations

In collaboration with the WET Coordinator, the successful applicant will provide the following services:

- Develop and manage the Loan Assumption program.
- Create marketing and outreach materials and publicize the Loan Assumption program.
- Develop applicant eligibility criteria and create a selection process.
- Provide technical assistance to applicants.
- Set up a review panel and review applications in collaboration with the panel.
- Recommend candidates to the Solano County Mental Health Director through the WET Coordinator.
- Develop policies and procedures for awarding loan amounts and employment payback.
- Enroll participants in the Loan Assumption program.
- Set up an appeal process.
- Work with County to facilitate loan repayment of enrolled participants.
- Provide all records of the applications and the scoring documents that describe the outcomes of the awards and reasons for denials to the Solano County WET Coordinator.
- Provide annual status report of loan repayment recipients that will include number and ethnicity data.

## **Attachment B**

### **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" 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 incurred the prior month, up to the maximum amount set forth in Section 3 of page one of this Contract. Claims submitted by Contractor must:

1. Meet all criteria set forth in this Contract;
2. Specify services rendered, to whom, date of service and the accrued charges. All services rendered should be in accordance with those described in Exhibit A; and
3. Be documented by:
  - a. Submission of a completed "Monthly Expenditure/Reimbursement Form", the sample form of which Contractor must use is attached to this Contract as Exhibit "B-2"; and
  - b. An agency spreadsheet with Contractor's total agency budget.
  - c. Submission of a Monthly Status Report on a form prescribed by the County to the Contract Monitor of the Mental Health Division by the 10th day of the following month. Invoices submitted by Contractor will not be processed for payment until receipt of the Monthly Status Report has been verified.

B. As set forth in Exhibit B-1, there are four budget categories in this Contract: (i) personnel, (ii) direct operating expenses, (iii) subcontractor, and (iv) indirect costs. The number of staff supporting the services, the hourly rate for each position, and a job description for each position are also to be included. Notwithstanding Section A above, monthly amounts claimed by Contractor may not exceed 1/12<sup>th</sup> of the total budget without prior written authorization from County.

C. Contractor may request transfers between the budget line items within a budget category, as set forth in Exhibit "B-1" [Contractor Budget Request], by submitting to County a completed "Budget Modification Request Form", the form of which Contractor must use is attached to this Contract as Exhibit "B-3". Transfers between budget line items may be made only upon prior written approval of County, which approval will not be unreasonably withheld.

D. 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 staffs 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 project budget and are in accordance with Contractor's approved written policies.

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

3. 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 program-

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

4. Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs.

## 2. ACCOUNTING

Contractor shall:

A. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for not-for-profit organizations/governmental entities. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct billing method, as set forth below.

1. Contractor will use a cost allocation method for personnel and indirect costs. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR (Code of Federal Regulations) Part 225, "Cost Principles for State, Local, and Indian Tribal Governments" (OMB Circular A-87). Contractor will be reimbursed at the agreed-upon indirect overhead rate not to exceed 10% to be applied against salaries, direct operating costs.

2. Contractor will use a direct billing method for all budget category items other than personnel and indirect costs. Charges submitted by Contractor based on a direct billing method must be supported by appropriate invoices that sufficiently document the expenditure.

3. 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; and

B. Repay any disallowed costs identified by County through monthly reports, audits, monitoring or other sources within thirty days of receipt by Contractor of notice from County that the costs have been disallowed. Contractor may appeal a disallowance to the County's Health & Social Services Assistant Director of Operations, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and may not be reimbursed.

C. Contractor shall be responsible for all tangible personal property purchased with funds from this Contract. Contractor shall develop and maintain a system to track such tangible personal property and submit a quarterly accounting of all property purchased with County funds. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall return such assets to the County upon Contract termination, unless the depreciated value of the asset is \$0.

## 3. SUBMISSION OF COST REPORT

a. County will schedule a cost report briefing no later than October 30, 2010. Contractor will submit its Cost Report within 30 days of the briefing. Contractor's Cost Report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.

b. If Contractor is currently out of compliance with the Cost Report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this contract will be withheld until such time as Contractor submits an acceptable Cost Report. County will not be

liable for any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate Cost Report.

c. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County.

d. If Contractor provides services to multiple counties, it must use the Net Cost Method, reporting only the costs (activities) directly attributable to County.

#### 4. FINANCIAL STATEMENTS AND AUDITS

a. Contractor agrees to furnish annual audited financial statements for period ending December 31, 2010 by June 30, 2011 and December 31, 2011 by June 30, 2012.

b. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government requests an audit.

#### 5. CONTRACT EXTENSION

In the event that this Contract is extended for 90 days to allow for a novation or renewal of the Contract, then the maximum amount of reimbursement for the extension period beginning October 1, 2012 through June 30, 2013 is TBD subject to the availability of funding as set forth in Exhibit C and apportioned in the same manner as provided in the original contract term.

## Attachment C

### **Standard Contract**

#### **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, code1 (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: (Including operations, products and completed operations.)	<b>\$2,000,000; \$1,000,000 for non profit agencies</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.
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(2) Automobile Liability:	<b>\$1,000,000</b>	per accident for bodily injury and property
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damage.

(3) Workers' Compensation: As required by the State of California.

(4) Employer's Liability: **\$1,000,000** 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 insured's 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**

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 shall be deemed to be original copies.

**37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

**38. 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.

## Attachment D

### **SPECIAL TERMS AND CONDITIONS**

#### **1. CONTRACT EXTENSION**

Notwithstanding paragraph 4 of Exhibit C, and unless terminated by either party prior to September 30, 2012, at County's sole election, this Contract may be extended from October 1, 2012 through December 31, 2012 to allow for continuation of services and sufficient time to complete a novation or renewal contract.

#### **2. ADDITIONAL REQUIREMENTS FOR PAYMENT**

Contractor must complete and attach a Solano County Vendor Claim form to all invoices submitted for payment.

#### **3. DRUG FREE WORKPLACE**

Contractor shall execute the form during contract negotiations.

#### **4. CHILD/ADULT ABUSE**

Contractor shall execute the forms during contract negotiations.

#### **5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor shall execute the form during contract negotiations.

#### **6. REPORTS**

A. Contractor shall provide management of program information in a format as required by County Health and Social Services Director or designee.

B. Contractor shall provide County, to the satisfaction of County Health and Social Services Director or designee, with budgets and reports of planned and actual expenditures, the units of services provided, a description and reference to the appropriate regulation describing such service, and revenues for services provided under this agreement.

C. Contractor shall, without additional compensation therefore, make further fiscal program evaluations and progress reports as required by County or the State immediately following the completion of the Contractor's fiscal year, or at termination of this agreement.

D. Contractor shall submit to County Health and Social Services Director or designee an expenditure and revenue report for the preceding twelve (12) months, or portion thereof. Such report shall be prepared in accordance with the procedures that are provided in writing by County Health and Social Services Director or designee.

#### **7. CULTURAL COMPETENCE**

A. Contractor shall provide services pursuant to this agreement in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements." Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference. County and Contractor compliance with cultural competence requirements is defined in Welfare and Institutions Code section 14684 (h) as "Each mental health plan shall provide for culturally competent and age-appropriate service, to the extent feasible. The plan shall assess the cultural competence needs of the program. The plan shall include, as part of the quality assurance program required by Section 4070, a process to accommodate the significant needs with reasonable time lines."

B. Agencies which provide mental health services to Medi-Cal beneficiaries under contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Competence Plan provisions including:

- (1) Development and assurance of compliance with administrative and human resource policy and procedural requirements;
- (2) Participate in agency cultural competence self-assessment, the protocol of which will be provided by County of Solano Mental Health Services;
- (3) Culturally sensitive service provision including assurance of language access through availability of bi-lingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services; participate in county and agency sponsored training programs to improve the quality of services to the diverse population in Solano County; participate in county of Solano Mental Health Services quality management program to assess the access, appropriateness and outcomes of services delivered by Contractor.

**8. PROBLEM RESOLUTION PROCESS**

**– Grievance, Appeal, Expedited Appeal, and Fair Hearing Procedures**

A. The Contractor shall develop, have and maintain an acceptable problem resolution process that meets requirements of California Code of Regulations title 9, § 1850.205 through § 1850.209 for service related issues for all Medi-Cal specialty mental health services.

B. This requirement may be met if the Contractor adopts and implements the established Solano County Health and Social Services Department's Mental Health Grievance, Appeal, Expedited Appeal, and Fair Hearing Procedures, which is incorporated into this Contract by reference.

**12. SPECIAL INCIDENT REPORTING**

Contractor shall provide written notification to County of any critical incidents and outcomes that may have occurred at their facility, County owned facility, or to the staff or clients under the Contractor's jurisdiction. Contractor shall prepare a Health and Social Services Department "Incident Report" form (48-18), (Contractor shall execute the form during contract negotiations), in accordance with Solano County Health and Social Services, Mental Health Policy and Procedures within 48 hours of the incident. Contractor shall make all records relevant to the incident available to County in order for County to properly investigate the incident as required by the State Department of Mental Health.

**13. NATIONAL VOTER REGISTRATION**

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form, (Contractor shall execute the form during contract negotiations), indicating that voter registration activities are actively conducted.

**14. 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

Attachment E

**CERTIFICATION OF COMPLIANCE**

**RFP # G99-1019-10**

---

**Potential Contractor or Vendor Name**

By indication of the authorized signature below, the Potential Contractor or Vendor does hereby make certification and assurance of the Potential Contractor or Vendor's compliance with:

- a) the laws of the County of Solano;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued therein by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued therein by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Potential Contractor or Vendor in connection with the Procurement under this RFP.

---

**Potential Contractor or Vendor Signature**

**Date**

---

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**



**COST PROPOSAL FORMAT**

**RFP # G99-1019-10**

---

**Potential Contractor or Vendor Name**

**NOTICE TO POTENTIAL CONTRACTOR OR VENDOR:**

The Potential Contractor or Vendor shall indicate below the offered price for providing all services proposed including all services as defined in the *Standard* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Potential Contractor or Vendor fails to specify the Cost Proposal as required, the County shall determine the proposal to be non-responsive and reject it.

The Potential Contractor or Vendor must sign and date the Cost Proposal.

**PROPOSED COST**

Workforce & Education Training (For term of 4/01/2010-9/30/2012)	
------------------------------------------------------------------	--

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Potential Contractor or Vendor and the County.

---

**Signature**

**Date**

---

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

**COST PROPOSAL FORMAT**

**RFP # G99-1019-10**

---

**Potential Contractor or Vendor Name**

**NOTICE TO POTENTIAL CONTRACTOR OR VENDOR:**

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The Potential Contractor or Vendor must sign and date the Cost Proposal.

---

**PROPOSED COST**

Workforce & Education Training (For term of 4/1/10-6/30/10)	
-------------------------------------------------------------	--

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Potential Contractor or Vendor and the County.

---

**Signature**

**Date**

---

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

Attachment F.2

**COST PROPOSAL FORMAT**

**RFP # G99-1019-10**

---

**Potential Contractor or Vendor Name**

**NOTICE TO POTENTIAL CONTRACTOR OR VENDOR:**

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The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Potential Contractor or Vendor fails to specify the Cost Proposal as required, the County shall determine the proposal to be non-responsive and reject it.

The Potential Contractor or Vendor must sign and date the Cost Proposal.

---

**PROPOSED COST**

Workforce & Education Training (For term of 7/1/10 – 6/30/11)	
---------------------------------------------------------------	--

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Potential Contractor or Vendor and the County.

---

**Signature**

**Date**

---

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

**COST PROPOSAL FORMAT**

**RFP # G99-1019-10**

---

**Potential Contractor or Vendor Name**

**NOTICE TO POTENTIAL CONTRACTOR OR VENDOR:**

The Potential Contractor or Vendor shall indicate below the offered price for providing all services proposed including all services as defined in the *Standard* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

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The Potential Contractor or Vendor must sign and date the Cost Proposal.

---

**PROPOSED COST**

Workforce & Education Training (For term of 7/1/11 – 6/30/12)	
---------------------------------------------------------------	--

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Potential Contractor or Vendor and the County.

---

**Signature**

**Date**

---

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

**COST PROPOSAL FORMAT**

**RFP # G99-1019-10**

---

Potential Contractor or Vendor Name

**NOTICE TO POTENTIAL CONTRACTOR OR VENDOR:**

The Potential Contractor or Vendor shall indicate below the offered price for providing all services proposed including all services as defined in the *Standard* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Potential Contractor or Vendor fails to specify the Cost Proposal as required, the County shall determine the proposal to be non-responsive and reject it.

The Potential Contractor or Vendor must sign and date the Cost Proposal.

---

**PROPOSED COST**

Workforce & Education Training (For term of 7/1/12 – 9/30/12)	
---------------------------------------------------------------	--

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Potential Contractor or Vendor and the County.

---

**Signature**

**Date**

---

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

Attachment G

Summary Budget Form

RFP # G99-1019-10 APPLICANT NAME \_\_\_\_\_

	<b>TOTAL PROPOSED PROGRAM BUDGET</b>			
<b>COST CATEGORY</b>	Dates: <u>4/01/10 – 6/30/10</u>	Dates: <u>7/01/10 – 6/30/11</u>	Date: <u>7/1/11 – 6/30/12</u>	Date: <u>7/1/12 – 9/30/12</u>
A. Personnel				
B. Operating Expenses				
C. Subcontractor				
D. Indirect Costs (10% maximum)				
<b>TOTAL</b>				

Attachment H

**SINGLE AGENCY LINE ITEM BUDGET FORM**

RFP # G99-1019-10 APPLICANT NAME: \_\_\_\_\_

Line Item	FTE	Dates: 4/01/2010- 6/30/2010	Dates: 7/01/2010- 6/30/2011	Dates: 7/01/2011- 6/30/2012	Dates: 7/01/2012- 9/30/2012	TOTAL
<u>Personnel</u>						
Staff Member 1						
Staff Member 2						
Staff Member 3						
Staff Member 4						
Benefits						
SUBTOTAL PERSONNEL						
<u>Operating Expenses</u>						
Rent & Utilities						
Office Supplies & Material						
Telephone & Communication						
Postage/Mailing						
Reproduction/Copying						
Travel						
Training/Conferences						
Start-Up costs (Year 1 only)						
Other						
SUBTOTAL OPERATING EXPENSES						
<u>Subcontractors</u>						
Subcontractor 1						
Subcontractor 2						
SUBTOTAL SUBCONTRACTORS						
<u>Indirect Costs</u>						
Indirect Costs						
SUBTOTAL INDIRECT COSTS						
GRAND TOTAL EXPENSES						

Attachment I

**SUBCONTRACTOR LINE ITEM BUDGET FORM**

(check one)  term 4/01/2010-6/30/2010  term 7/01/2010-6/30/2011  
 term 7/01/2011-6/30/2012  term 7/01/2012-9/30/2012

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

RFP # G99-1019-10 **APPLICANT NAME:** \_\_\_\_\_

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 & Material				
Telephone & Communication				
Postage/Mailing				
Reproduction/Copying				
Travel				
Training/Conferences				
Start-Up costs (Year 1 only)				
Other				
<b>SUBTOTAL OPERATING EXPENSES</b>				
<u>Subcontractors</u>				
Subcontractor 1				
Subcontractor 2				
<b>SUBTOTAL SUBCONTRACTORS</b>				
<u>Indirect Costs</u>				
Indirect Costs				
<b>SUBTOTAL INDIRECT COSTS</b>				
<b>GRAND TOTAL EXPENSES</b>				



Attachment J

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL  
RESERVATIONS  
RFP # G99-1019-10**

County of Solano Hereby Reserves the Following Rights:

The County of Solano exclusively reserves the sole and independent rights to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County not necessarily to the lowest Contractor but to the bid determined to be professionally and technically able to render services and perform associated work in support of the department and fulfill all contract requirements.

Contractors must quote as prescribed in RFP. Prices must be stated in units as specified below.

All pricing to be quoted in accordance with terms, conditions and specifications as contained in this RFP.

Right of Rejection

The County reserves the right, at its sole discretion, to reject any and all bids, or to cancel this RFP in part or in its entirety.

The County reserves the right, at its sole discretion, to waive any variances in proposals provided such action is in the best interest of the County.

The County reserves the unilateral right to amend this RFP at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion.

Any bid received which does not meet the requirements of this RFP, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFP.

To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.

To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.

To reject any and all proposals considered not to be in the best interest of the County.

To waive any and all minor irregularities in bids.

To reduce or increase any specification, in whole or in part due to budget constraints.

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least ninety (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the contractor and the County.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**PLEASE RETURN THIS FORM WITH YOUR PROPOSAL**

Attachment K

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

**SIGNATURE PAGE**

**RFP # G99-1019-10**

Every submittal must contain a fully executed Signature Page, supplying all required information, signature, and typed name and title of the individual legally authorized to commit the Bidder to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

BIDDER \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP + 4 \_\_\_\_\_

(PRINT) BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

Attachment L

**Non-Collusion Affidavit  
(To Be Completed and Submitted with RFP)**

State of California  
County of Solano  
RFP # G99-1019-10

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is Owner/Officer of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed at Place

\_\_\_\_\_  
Bidder Name  
(Person, Firm, Corp)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title

**PLEASE RETURN THIS FORM WITH YOUR PROPOSAL**

Attachment M

**IMPORTANT NOTICE**

**BID DOCUMENTS TO BE RETURNED RFP # G99-1019-10**

The following forms must be completed and submitted on or before the Submittal Deadline.

- a. Certificate of Compliance
- b. Cost Proposal format
- c. Non-Collusion Affidavit
- d. County Reservations
- e. Signature Page
- f. Bid Documents Return Page
- g. Other as required by RFP

Failure to complete, sign (where required), and return the above bid documents with your quote may render it non-responsive.

**ACKNOWLEDGEMENT**

**PRINT NAME:** \_\_\_\_\_

**SIGN NAME:** \_\_\_\_\_

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

Attachment N

**SCOPE OF WORK: WORK PLAN FORM**  
 (up to four sheets single-spaced, typed pages, Arial 11pt font)

**RFP #      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)				

## INSTRUCTIONS FOR SCOPE OF WORK/EVALUATION PLAN

1. **Addendum: 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. develop training methods and procedures for clinical and administrative competencies)
- Activities: List activities that will help achieve your objectives. Activities should be quantifiable and time specific (e.g. 100 clinical and administrative professionals will complete training program each fiscal year).
- Expected Outcomes: List the outcome you expect from each activity. Describe how the outcome relates to your objective. Your outcome should be specific and measurable.
- 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. **Scope of Work: Program/Services Narrative Form** (up to four single-spaced, typed pages, Arial 11 point font, with one-inch margins)

- Describe the proposed program approach—design, structure and delivery. Provide a rationale for the approach with evidence that the approach is appropriate to achieve the results intended in this RFP for the target group(s) served. Describe any best/promising practices on which the approach is based.
- Describe the program and service goals, proposed services, and key activities.
- 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.
- Include any other pertinent information about the proposed program.

3. **Service Estimates Form** (up to three sheets, one per year)

- Describe each service unit by type, number of service units, time per service unit, number of individuals served annually and monitoring tools by service unit type. 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 consumers, family members, mental health clinical and administrative staff annually during the contract period, i.e., number and length of services, e.g., needs assessment, number of training classes, number of staff enrolled in the loan assumption program etc. Indicate how the performance of services will be monitored. Indicate number of unduplicated individuals to be served by service unit type.

**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>
Cultural Competency Training	2	8 hours	60	Attendance records
Loan Repayment Application Clinic	2	2 hours	30	Clinic attendance records
Consumer/family member training and education	3	3 hours	40	Agenda and training outline

**ADDENDUM**

**SCOPE OF WORK: PROGRAM/SERVICES OVERVIEW NARRATIVE FORM**

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

**RFP # G99-1019-10**

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



