



**Notice to Qualified Applicants
Request for Proposals #G099-0312-10**

**Mental Health and Mental Health Services Act
Innovation Plan
Community Access to Resources and Education
Request for Proposals**

March 18, 2010

The County of Solano Department of Health & Social Services, Mental Health Division (County), announces a Request for Proposals (RFP) from qualified agencies/organizations to administer and provide specific services for the Community Access to Resources and Education (CARE) program for Solano County Mental Health Services included in the Mental Health Services Act (MHSA) Innovation Plan as approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC) and Department of Mental Health (DMH). In conformance with the guidelines for the Innovation Plan, the purpose of the CARE Program will be to test the effectiveness of specific activities in providing access to mental health services for underserved populations.

This project will be a three year effort of the Department of Health & Social Services Mental Health Division, with a proposed starting date of October 1, 2010 and will be funded at up to \$501,098 for Fiscal Year 2010-11 and \$668,131 annually for Fiscal Years 2011-12 and 2012-13. Although this is a multiyear solicitation, annual funding is contingent on 1) availability of funds and 2) meeting contractually agreed upon program outcomes. Non-profit organizations, for-profit organizations, health institutions and government entities are eligible to apply.

NOTICE IS HEREBY GIVEN:

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

http://www.solanocounty.com/depts/genserv/purchasing/bids_rfps.asp

PROPOSALS DUE: 5:00 PM APRIL 19, 2010

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Department of Health and Social Services Mental Health Division Solicitation for CARE Program Tentative Timeline	
Mental Health Director Approves RFP	March 17, 2010
Issue Solicitation	March 18, 2010
Deadline for Written Questions	March 24, 2010, 5:00 PM PST
Mandatory Applicants' Conference	Friday, March 26, 2010 9:00-10:30 AM
Provide Written Responses to Questions	March 31, 2010
Assemble Review Panel/Prepare Materials	March 15-April 19
Responses Due	April 19, 2010, 5:00 PM PST
Solicitation Materials to Review Panels	April 20, 2010
Review Panel Meeting	May 10-11
Review Panel Recommendations Compiled for Director's Review	May 12-May17
Director of Mental Health's Intent to Award	May 18, 2010
Negotiate Contract(s)	May 18-July 9, 2010
Notice of Intent to Award to Local Mental Health Board	June 15, 2010
Contracts to Health & Social Services Administration	July 23, 2010
Board Item to Health & Social Services Administration	August 16, 2010
Contracts to Board of Supervisors for Approval	September 14, 2010
Services Begin	October 1, 2010

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

Mandatory Applicants Conference
A Mandatory Applicants Conference will be held:

March 26, 2010
9:00-10:30 AM

Location: Solano County Health and Social Services
275 Beck Ave, Conference Room 1
Fairfield, CA 94533

The purpose of the Applicants' Conference is to discuss the RFP goals and process, and to answer questions about this RFP. **Proposals from Applicants that do not attend the Applicants' Conference will not be accepted.** Applicants will not be admitted after 9:15 AM. In the case of a single agency proposal, the agency signing the Proposal must attend. In the case of a joint Proposal, at least one of the agencies signing the Proposal must attend the Applicants' Conference. Prospective partner/subcontractor agency representatives are also strongly encouraged to attend.

PART 1 – GENERAL CONDITIONS

1.01 RFP Coordinator

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

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

1.02 Communications Regarding the RFP

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

1.03 Request for Proposals/Rules for Competitive Process

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

1.04 Selection Process

County will conduct the selection process in three steps:

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

Step Two (Proposal Review and Ranking) - Proposals accepted under the terms of this RFP will be evaluated and ranked by a review panel which will consist of Solano County Health & Social Services Division of Mental Health staff, Solano County Health & Social Services Administration staff, a mental health consumer and/or family member, and persons with background and expertise in the provision of mental health services. Composition of the review panel is subject to change at the sole discretion of County. Proposals will be ranked based on the Review Panel Rating Criteria (see Addendum I-B). Top ranking Applicants may also be required to take part in an oral interview. Proposals will also undergo a fiscal review to determine if the Applicant can manage a contract of the size proposed.

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

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

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

Applicants' costs associated with developing Proposals, participating in interviews, and negotiating contacts are entirely the responsibility of the Applicant and are not chargeable to County. All Applicants submitting a Proposal must mail or deliver one (1) original and eight (8) copies of the Proposal to:

County of Solano
Department of Health & Social Services, Mental Health Division
Attention: Megan Richards, Innovation RFP Coordinator
RFP #G099-0312-10
275 Beck Ave, MS 5-250
Fairfield, CA 94533

All documents required by this RFP must be received at the above-designated location. Packages must be delivered such that they are complete and received **NO LATER THAN 5:00 PM APRIL 19, 2010** (See ADDENDUM II – Proposal Submission Deadline and Check List). **No documents received by facsimile (fax), e-mail or postmarked by the due date but not received by the deadline set for receipt will be accepted.** Timely delivery of Proposals is the sole responsibility of the Applicant. Late receipt of the Proposal may be grounds for rejection.

1.05 Applicant Agency(ies) and Types of Proposals

A. Applicant Agency(s) – “Applicant” is any individual, entity or combination thereof that submits a Proposal in response to this RFP. Non-profit organizations, for-profit organizations, health institutions and government entities are eligible to apply. An Applicant may only submit one Proposal.

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

- 1) “**Joint Agency**” where two or more agencies propose to provide project services in collaboration. One agency must be designated as lead agency for the project and provide coordination of program/strategies and partner agencies. Each partner agency shall sign the Proposal. **Note:** County may choose to contract directly with each partner agency or contract with the lead agency.
- 2) “**Single Agency**” where one agency proposes to provide a particular service or services. Single agency Proposals may also act as lead agency Proposals where the proposing agency provides one or more direct services and additional services are provided by subcontractors. The lead agency will act as the fiscal agent for the project and provide coordination of program/strategies.

Note: Applicants may choose to provide one or more of the programs/strategies described below, either countywide or in specific geographic areas, or to a specific age group.

Note: County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Applicant.

1.06 RFP Inquiries and Requests for Information

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

**Department of Health and Social Services Mental Health Division
Attention: Megan Richards, Innovation RFP Coordinator
RFP #G099-0312-10
275 Beck Ave, MS 5-250
Fairfield, CA 94533**

The deadline for such inquiries is 5:00 PM on March 24, 2010. These inquiries will be addressed along with all other inquiries made at the Applicants' Conference on March 26, 2010. County will provide written responses to these inquiries to each agency in attendance at the Applicants' Conference via email or facsimile per individual Applicant's request at the Applicants' Conference.

1.07 Rejection

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

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

1.08 Contract Information

- A. **Non-negotiable Provisions** - Since County contracts are subject to the California Government Code and the Public Contract Code, there are provisions which must be included in County contracts which may not be subject to negotiations as solely determined by County Counsel and Risk Management. A sample of the County's Standard Contract is included in EXHIBIT I. Applicants are required to review the County's Standard Contract, Exhibits C and D and to accept it with or without

qualification. (Exhibit A [Scope of Work] and Exhibit B [Budget] will be completed during the contract negotiation process). Note: the successful Applicant must provide the required verification(s) of insurance prior to the time that services begin.

- B. **Contract Term/Duration** – A contract that results from this RFP may be awarded for up to a 33 month period beginning at the proposed starting date of October 2010 and ending June 2013. Annual renewal of the contract(s) will be based on adequate progress toward meeting program outcomes. This contract may contain provisions to renew or extend services at the sole discretion of County.

Note: The contract to be negotiated will be a cost reimbursable contract. Funding will be negotiated and allocated based on the proposal submitted, and reimbursement for the program/services will be based on actual costs incurred. All costs such as personnel, subcontractors, operating expenses and indirect costs must be reflected in the proposed budget. The contract may be renegotiated in Yr 2&3 to include fee for service Medi-Cal billing based on the outcome of the required Medi-Cal study in Yr1.

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

1.09 Other Information

- A. **Location and Work Space** - The County SHALL NOT provide work space for the Contractor.
- B. **Signature of the Person Submitting the Proposal** - The Proposal shall include an original Proposal Cover Sheet (Addendum III-A or Addendum III-B), signed in blue ink by an individual who is authorized to bind the responding agency(ies) contractually. The name(s) and title(s) of the individual(s) signing the cover sheet shall be typed immediately below the signature(s).
- C. **Disposition of Proposals** - All materials submitted in response to this RFP will become the property of County, and may at any time subsequent to contract signing be reviewed and evaluated by any person, and may be returned only at County's option and at the Applicant's expense. Each original Proposal will be retained as a public document. **Note:** Financial information specified in Part 3, Section 3.01 F will remain confidential and will not be available for public view.
- D. **County Use of Replies** - County has the right to use any or all ideas or concepts presented in any response to this solicitation. Selection or rejection of the Applicant does not affect this right.
- E. **Oral Communications Non-Binding** - Oral communications by County concerning the RFP shall not be binding on County and shall in no way excuse the Applicant of obligations as set forth in the RFP.
- F. **Modification or Withdrawal of Proposals** - Any Proposal may be withdrawn or modified by written request of the Applicant if such a request is received before the deadline for submission of the Proposal. **The Proposal cannot be changed after the deadline for receipt.**
- G. **Right to Reject Any or All Proposals** - It is the standard practice of County not to solicit for services unless there is a bona fide intention to award a contract. However, County does reserve the right to reject any or all Proposals and to terminate proceedings at any time.

PART 2 - BACKGROUND

2.01 Purpose of the RFP

The Division of Mental Health of the Solano County Department of Health and Social Services is seeking proposals from qualified applicants to administer and provide specific services, based on the 2009 Mental Health Services Act Innovation Plan.¹ This project will be a three-year effort of the Department of Health and Social Services Mental Health Division, and will be funded at up to \$501,098 for Fiscal Year 2010-11 and \$668,131 annually for Fiscal Years 2011-12 and 2012-13. In conformance with the guidelines for the Innovation Plan, the purpose of the CARE Program will be to test whether specific activities will provide access to underserved populations, and to determine the most effective approaches to meeting this goal. Funding for this Innovation plan is limited to three years. At the conclusion of the three year period, if the effort is judged to be effective, the County, in collaboration with the community, will determine whether and how to continue the program.

2.02 County Information/Background

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

The Mental Health Division of the Department of Health & Social Services assists over 4,000 children, youth and adults each year who are experiencing a psychiatric crisis or who have significant mental and emotional disabilities. Services currently include: crisis and brief therapy, case management, psychiatric assessments and medication, outpatient treatment, and a range of community support services.

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

Providing Access to Mental Health Services for Underserved Populations

MHSA community planning efforts have consistently identified access to mental health services for underserved populations as a key issue in Solano County. Therefore, Solano County's Innovation Plan selected increasing access to underserved groups as the primary purpose. Innovation community planning meetings identified the following underserved groups:

¹ Solano County's MHSA Innovation Plan can be found at:
http://www.dmh.cahwnet.gov/MHSOAC/docs/InnovationsPlans/Solano_County_INN_final.pdf.

- Geographically distant populations (residents of Rio Vista, Dixon, Vacaville, and Benicia)
- Certain ethnic populations, including non-English speaking Latino and Filipino populations
- Uninsured and underinsured populations
- People facing stigma and discrimination in accessing mental health services
- Lesbian, gay, bisexual, transgendered, or questioning (LGBTQ) people
- Homeless and transitioning populations
- Transition age youth and adults.

Recent mental health budget cuts have further reduced the availability of services, increasing the population of underserved individuals in the county.

To reach underserved groups, the Innovation community planning process recommended taking mental health services out of the traditional mental health clinic setting and bringing them into the community. Possible approaches suggested by community members included linking mental health with other services, such as primary health care, homeless shelters, and community based organizations.

The goal of the Community Access to Resources and Education (CARE) initiative is to provide a flexible model of support to a variety of community services and providers at locations throughout the county to assist them in offering mental health services. By taking mental health services out of the traditional mental health clinic and into the community, CARE aims to eliminate the barriers that many underserved groups have in accessing services, including transportation to distant cities for services and the stigma associated with visiting a mental health clinic.

The Solano County Innovation Plan reflects and is committed to the following essential elements of the Mental Health Services Act:

- **Community collaboration:** The Innovation plan was developed in collaboration with more than 200 community participants. By providing mental health services in community locations, CARE will increase community and mental health collaboration around mental health consumer needs.
- **Cultural competence:** Recruitment for CARE staff should focus on providers who are bilingual in Spanish or Tagalog and bicultural. In addition, mental health services will be provided in collaboration with agencies that provide culturally competent services.
- **Client and family driven:** Over half of the stakeholders that attended Innovation community planning meetings were consumers or family members of consumers, and they overwhelmingly supported bringing services to locations in their community. Consumers and family members will participate in the implementation and evaluation of CARE through serving on the review panel for this Request for Proposals (RFP), providing input into the implementation plan, and reviewing evaluation data.
- **Wellness, recovery, and resilience focused:** CARE aims to provide brief treatment and work in partnership with the local community services to link clients to available community resources, such as case management and support groups for ongoing recovery and wellness support.
- **Integrated services experience for clients and their families:** CARE will provide mental health services at the same location as other community and health services.

Providing a “one stop shop” will integrate the client mental health service experience with that of healthcare and basic needs, infusing MHSA principles across services systems.

2.03 Scope of Work: Community Access to Resources and Education (CARE)

Community Access to Resources and Education (CARE) provides a new framework for building the capacity of community partners by providing a flexible, wellness focused model to assist them in addressing the mental health of their target population(s). CARE makes a change to Solano’s existing mental health practice by adapting it to a variety of new community settings. If successful, this innovative program could lead to a fundamental change in the way mental health services are delivered in Solano County.

As described in the purpose of Solano’s Innovation Project, there are many challenges for Solano’s underserved populations in accessing services. Bringing mental health services to places and organizations where people are already accessing other services accomplishes several goals:

- Coordinates mental health services with other health and social services to create a “one stop shop” and increase efficiency
- Decreases barriers to accessing mental health services, such as transportation to other cities for services
- Reduces the stigma some people feel visiting a mental health clinic
- Provides culturally sensitive services by linking with community sites that are geared to providing services to specific cultural and ethnic populations.

Services to be Provided

CARE is intended to bring mental health services, including assessment, medication support, case management, and brief treatment, to locations throughout Solano County where people are already accessing other health and social services, such as family resource centers, homeless shelters, and primary care sites. Applicants should demonstrate how CARE will accomplish this by providing flexible, individual levels of support to selected locations based on their needs and the needs of their target populations.

Applicants should identify how they will select appropriate community locations and potential partners for these services based on need of the underserved population served by that location. In addition, they should describe the needs assessment to be conducted with community partners to identify the level and type of supports necessary to support the provision of mental health services for the specific underserved population at that location. Community partners will not be charged fees for the support given, but may be asked to leverage resources, such as providing:

- A confidential location for client visits
- Pre-screening of clients for appropriateness of mental health services
- Referral and linkage to mental health services
- Coordination of mental health services, including scheduling and assisting clients in getting to the appointment
- Assistance with linkage to ongoing community support
- Data collection of client demographics and outcomes.

Applicants should address the following key components of CARE in their Proposal:

- Outreach to community locations throughout the county where underserved populations access any type of health or social service;
- Education and consultation to providers, including primary care doctors, on mental health treatment options;
- Linkage of mental health consumers to appropriate community resources for ongoing support.

Applicants should also address the following components which may be offered by CARE staff, depending on the need of the location and its target population:

- Direct mental health services by the CARE team of mental health professionals, including a psychiatrist, a mental health nurse, a licensed clinician, and a mental health specialist;
- Training in evidence based practices;
- Facilitation of Continuous Quality Improvement (CQI) processes;
- Assisting with primary care/behavioral health integration;
- Streamlining referral processes;
- Identifying additional community resources and partnerships; and
- Additional activities will be identified during implementation and throughout the course of the project.

The level of support and services will be continually evaluated throughout the project to ensure the services are increasing access and providing quality mental health services to underserved groups. This unique flexible model becomes the basis for learning.

Applicants will be required to utilize the Solano County Mental Health Electronic Health Records system and InSyst, as appropriate.

Evaluation and Reporting

The CARE project will test the hypothesis that with appropriate support, community providers can be effective at providing services to address their community's mental health needs. Community providers will include primary care physicians, who can, with appropriate support offer mental health medication services to unserved or underserved groups. A key aspect of the CARE project is to learn *how* to implement a flexible support framework to assist these providers.

If successful, CARE will increase the capacity of community providers to provide mental health services to underserved groups. The following objectives will define this increased capacity:

- Increased awareness by community providers of mental health symptoms that may present in a community or primary care setting.
- Increased knowledge by community providers of intervention and treatment options in community or primary care settings.
- An increase in the number of underserved individuals receiving mental health services in the community and the primary care setting.

Proposals should describe how the Applicant intends to measure:

1. The capacity of physicians and community providers to provide appropriate mental health services to their community.

2. The number of clients receiving mental health services in a primary care or non-traditional settings.
3. The number and type of underserved individuals receiving services at each location.
4. The number of clients receiving direct services from the CARE staff versus services from partner agency staff receiving supported from CARE.
5. Additional measurements that will define increased capacity of community providers.

During the first six months of the project, the Applicant will also be expected to develop a comprehensive evaluation plan to assess the flexible support model and the effectiveness of the different approaches and services provided. The evaluation plan will address the Learning Questions identified in the Innovation Plan:

- What are effective communities and community locations for reaching different underserved populations?
- How the approach of the community partner and mental health services is different based on the target underserved population?
- What supports and services do different community partners need from the mental health system to support the mental health needs of their target population and their community?
- What proportion of support is in the form of direct service provision versus consultation?
- Does this proportion change over time as community partners receive support?
- What is the change in effort for consumers to receive mental health services where they are already receiving services? What is the change in effort for providers?
- Is this a cost effective method of providing mental health services?
- Since we are unable to estimate the proportion of Solano's underserved, insured population, is Medi-Cal a feasible funding stream to leverage resources?

Due to the focus of this project on underserved groups, many of whom are uninsured or underinsured, the potential Medi-Cal revenue is unknown. During the first year of services, the Applicant must conduct a feasibility study to estimate the amount of Medi-Cal revenue that could be generated if Medi-Cal is billed for appropriate services. Based on the results of the feasibility study and the capacity of the Applicant to bill Medi-Cal, the resulting contract *may* be renegotiated in FY 11/12 and FY 12/13 to include Medi-Cal at the County's discretion.

The Proposal must include an evaluator with experience in developing surveys and other instruments to gather qualitative and quantitative data to address the measures and learning questions identified above.

The contractor will be expected collect and analyze data on an ongoing basis to evaluate and modify implementation, as needed. Data, outcomes, and lessons learned during the course of implementation must be shared, at a minimum of an annual basis with a diverse group of stakeholders to gather their input and feedback and make changes to project implementation. Stakeholders will include the community partners involved in the project and Solano's MHSA Stakeholders and Steering Committees of consumers, family members of consumers, system providers, and key representatives reflecting the cultural and geographic diversity of Solano County.

A full evaluation report must be completed during the final year of the CARE project using the measurements indicated and responding to the questions for learning. The results will be shared with stakeholders and the community to share learning and gather input regarding the efficacy of the project and long term funding strategies.

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

1. The number of individuals who received each type of service, by age, gender and race/ethnicity/culture.
2. Additional reporting requirements that are developed based on the Applicants proposed scope of work and evaluation plan and the reporting requirements of the California Department of Mental Health.

PART 3 – PROPOSAL FORMAT AND CONTENT

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

3.01 Proposal Format

- A. Applicants must use the forms provided in the Addendums sections unless otherwise instructed in Addendum II, Proposal Submission Deadline and Check List.
- B. Identify the Proposal #G099-0312-10 and Applicant name on every page submitted.
- C. All pages, excluding the items in Part 3, Section 3.01 F, must be numbered sequentially.
- D. Do not staple or otherwise bind the Proposal or copies except with a heavy clasp.
- E. Submit one (1) original, plus eight (8) copies of the Proposal, complete with attachments.
- F. Submit two (2) sets of audited financial statements for the last two full fiscal years (including Management Letter(s), if issued). If funds requested are less than \$30,000 per fiscal year and audited financial statements are unavailable, unaudited statements of revenue and expenditures and balance sheet, if applicable, are acceptable. Note: Submit one set with the original of the proposal and one additional set. These are to be provided as a separate attachment, clasped separately, from the sequentially numbered pages of the rest of the Proposal. If a joint proposal, financial statements must be submitted for each agency.
- G. All forms and attachments that require signatures must be signed in blue ink for inclusion in the original of the Proposal package. Signature stamps are not acceptable. The eight additional copies may include photocopied signatures.

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

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

3.03 Budget (25% of review panel rating)

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

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

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

PART 4 – CONTRACT

4.01 Contract Qualifications

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

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

END OF REQUEST FOR PROPOSALS

ADDENDUM I-A PROPOSAL REVIEW PROCESS

A. Proposal Review and Ranking Process

1. Staff Review: RFP Compliance

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

2. Individual Proposal Review

Proposals that advance to the next step of the process will be submitted to a Proposal review panel assembled by County. Each Proposal will be reviewed individually and scored based upon the merit of the Proposal and its adequacy and thoroughness in response to the RFP. The review panel members will evaluate each Proposal using the specific review criteria in Addendum I-B. The weighted proposal evaluation criteria are shown below, along with the maximum number of points possible. Scores may range from 0 to 100 points, as follows:

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

3. Review Panel Recommendations

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

4. Fiscal Review

Applicants and Proposals will be reviewed for fiscal solvency, internal controls, procedures, administration, and appropriate program budget based on the documentation provided.

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

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

ADDENDUM I-B PROPOSAL REVIEW CRITERIA

A. Scope of Work/Evaluation Plan

60 Points

Forms and narrative descriptions of the services to be provided and outcome measures to achieve the goals and objectives of the project.

B. Budget

25 Points

Line-item budgets and narratives that show reasonable and necessary hours and expenses, clearly link costs to services/outcomes expected and document leveraging of funds, if any.

C. Organizational Capacity and Qualifications

15 Points

Narrative and job descriptions/resumes of key personnel that document the expertise and experience necessary to successfully carry out services, along with documentation of fiscal solvency.

Total Possible

100 Points

Review Panel Criteria

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

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

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

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

- The goal and objectives of the project match the objectives of the Mental Health Services Act Innovation 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.

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

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

- The proposed services as outlined in section 2.03 of this solicitation are clearly described, including the key activities as they are targeted to specific populations.
- There are clear linkages between the proposed services and the Mental Health Services Act Innovation Plan.
- There is a realistic timeline.
- Staffing and service locations are commensurate with the target population and the services to be provided.
- Services are accessible, and describe how persons with special needs will be identified/served and how staff will communicate with non-English speakers.

- As appropriate, clear linkages and coordination between the services to be provided and other services funded by the County and/or the community for the same/similar populations are documented.
- There is a realistic collaboration plan and a clearly description of what each partner will do, if applicable.

3. Service Estimates Form (up to 10 points)

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

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

4. Evaluation Plan Narrative (up to 10 points)

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

- It is consistent with the outcomes and reporting requirements outlined in this RFP.
- There is clear differentiation between “process” measures (such as service targets), consumer outcomes, system outcomes, and learning goals.
- The expected outcomes are measurable.
- The expected outcomes are clearly linked to the proposed services and coordination plan.
- The services are likely to result in outcomes that are consistent with outcomes outlined in the Innovation Plan.
- The proposed evaluation and monitoring activities support assessment of the learning questions and Medi-Cal feasibility study.
- Data collection and record-keeping systems and resources are adequate to perform evaluation and monitor activities.
- There is an appropriate level of staffing, including an experienced evaluator, designated for evaluation/reporting activities.
- There is agreement to use the county electronic health records system, as applicable.

B. Budget (up to 25 points)

The Budget will be evaluated on the following criteria:

- The extent to which the requested funds are appropriate to carry out the program.
- The funding amount requested relates appropriately to the proposed level of effort.
- If other resources, including in-kind, are available to support the project, they are adequately described.
- 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 Proposal is able to leverage other funding, and if so, the matching funds are adequately described.

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

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

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

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

ADDENDUM II PROPOSAL SUBMISSION DEADLINE AND CHECK LIST

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

All Applicants submitting a Proposal must mail or deliver one complete original and eight (8) complete copies of their Proposal to:

County of Solano
Department of Health and Social Services Mental Health Division
Attention: Megan Richards, Innovation RFP Coordinator
RFP# G099-0312-10
275 Beck Ave, MS 5-250
Fairfield, CA 94533

All documents required by this RFP must be received as one package at the above designated location. Packages must be delivered such that they are complete and received **NO LATER THAN 5:00 PM on April 19, 2010** Late/incomplete submission is grounds for rejection of the Proposal. No documents received by facsimile (fax), e-mail or postmarked by the due date but not received by the deadline set for receipt will be accepted.

Proposal Checklist

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

**ADDENDUM III
 RFP # G099-0312-10
 PROPOSAL COVER SHEET**

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

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

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

1. **Addendum IV-B: Scope of Work: Work Plan Form** (up to four sheets single-spaced, typed pages, Arial 11 point font)
 - Goal: Provide a 1-2 sentence program description and overview which encompasses the overall outcomes of the project.
 - Objectives: List 3-6 objectives. Objectives should be specific targets that you are trying to reach (e.g. Increase awareness of mental health symptoms).
 - Activities: List activities that will help achieve your objectives. Activities should be quantifiable and time specific (e.g. 10 community partners will participate in Year 1).
 - Expected Outcomes: List the outcome you expect from each activity. Describe how the outcome relates to your objective.
 - Evaluation: Describe how you will know whether your objective and expected outcomes were achieved and the tools you will use to measure outcomes. Be specific. (e.g. 90% of community partners who identify training as a need and attended training will report an increase in knowledge in training topic as measured by a pre/post test.)
 - Persons Responsible and Resources Dedicated: List the positions that will be responsible for conducting the activities described. List any special resources that are in your budget that will assist in conducting these activities. The persons and resources should match those listed in your budget and budget narrative.

2. **Addendum IV-C: Scope of Work: Program/Services Narrative Form** (up to four single-spaced, typed pages, Arial 11 point font, with one-inch margins)
 - Describe the proposed program approach—design, structure and philosophy. Provide a rationale that the approach is appropriate to achieve the results intended in this RFP for the target population(s) served.
 - Describe the program/services goals, proposed services, target populations and key activities. Describe how consumers will be referred to services in the continuum, and how follow-up will occur.
 - Describe the service implementation plan and timeline, any issues or potential challenges related to implementing services and the proposed plan of action to ensure meeting service targets. If applicable, describe the plan to start services and become fully operational in a timely manner.
 - Specify the roles and activities of subcontractors, if any (and of each partner agency if a joint agency Proposal). Identify any other organizations whose cooperation/participation is necessary to ensure the success of the program, and the specific roles they will play.

- Describe how the program/services will complement and align with (as applicable) other community or County-funded initiatives and services for the populations served.
 - Describe the Applicant's cultural/linguistic competence to work with the population to be served.
 - Describe how this program/services will promote timely intervention, reduce barriers and increase utilization of proposed services, including services to persons with disabilities and other special needs.
 - Include any other pertinent information about the proposed program.
3. **Addendum IV-D: Service Estimates Form** (up to three sheets, one per year)
- Describe each service unit by type and targeted underserved population, number of service units, time per service unit, unduplicated number of clients or community partners served annually and monitoring tools. Complete one Service Unit Form for each fiscal year of the program.
4. **Addendum IV-E: Evaluation Plan Narrative** (up to two pages, single-spaced, typed, Arial 11 point font, with one-inch margins)
- Describe the overall program/services evaluation plan. Explain how the services and proposed systems changes are designed to produce the anticipated objectives for the mental health system and underserved clients, and the degree of change expected. Discuss how progress will be monitored and how the information collected will be utilized to inform program/project improvement over time.
 - Describe the specific performance measures chosen to evaluate the program, consistent with the measures included in the RFP. Explain the degree of change expected over time, the measurement tool(s) and the basis for choosing these tools (reliability, validation, etc.).
 - How do you propose to develop the comprehensive evaluation plan? How will you address the Learning Questions?
 - Describe how, when, and by whom data will be collected and managed. Identify the lead person/position responsible for development and refinement of the evaluation plan.
 - Describe data collection tools and/or methods to be used for program-level data collection and evaluation. Describe how tracking and reporting of service target objectives, demographics of populations served, individual-level data/information, and/or collaborative-level evaluation activities will be accomplished.
 - Describe the implementation plan for the evaluation, including specific tasks, timeline and reporting schedule and methods. Describe how the requirements will be met to report service targets and performance measures monthly and quarterly and provide narrative progress reports and supplemental documentation of activities, successes, and challenges.
 - Describe which program staff will be responsible for performing evaluation activities and how they will work with Solano County H&SS Mental Health Division to provide information for quarterly and annual reports.
 - Describe any additional evaluation activities to be conducted, the reason/basis for these activities and the expected benefit(s) of additional evaluation activities.

ADDENDUM IV-B
SCOPE OF WORK: WORK PLAN FORM
 (up to four sheets single-spaced, typed pages, Arial 11pt font)
RFP #G099-0312-10 APPLICANT AGENCY NAME _____

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

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

RFP #G099-0312-10

APPLICANT AGENCY NAME _____

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

RFP # G099-0312-10
APPLICANT AGENCY NAME _____

ADDENDUM V-A

BUDGET INSTRUCTIONS

A. General Information

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

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

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

1. ADDENDUM V-B: BUDGET SUMMARY FORM

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

2. ADDENDUM V-C: LINE ITEM BUDGET FORM

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

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

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

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

- Applicants must complete a Budget Narrative Form describing the costs associated with the project. If this is a joint or lead agency Proposal, each partner or subcontractor who is providing a Line Item Budget Form must complete a Budget Narrative Form.
- This form should include, at a minimum, the following information:
 - Describe the costs of the overall project (and the costs attributable to each partner in a joint agency Proposal).
 - Each line item in the budget must be justified and include detail that describes what each item is, how the item relates to the project and how the amount shown was arithmetically determined.
 - Describe internal management and fiscal control systems for the single agency or each partner agency, as appropriate.
 - Describe the role, scope of services and cost basis for any consultant services to be provided.
 - Discuss any additional sources of income that have been or will be leveraged to support the project. List source and amount of all non-H&SS income to be applied to project.

**ADDENDUM V-B
 BUDGET SUMMARY FORM**

RFP #G099-0312-10
APPLICANT AGENCY NAME _____

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

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

(check one) ___ Year 1 ___ Year 2 ___ Year 3

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

RFP #G099-0312-10 APPLICANT NAME

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

**ADDENDUM V-D
BUDGET NARRATIVE FORM**

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

RFP #G099-0312-10

APPLICANT AGENCY NAME_____

ADDENDUM VI-A

ORGANIZATIONAL CAPACITY AND QUALIFICATIONS FORM INSTRUCTIONS

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

- A. Applicant(s) must complete Addendum VI-B, Organizational Capacity and Qualifications Form. For a single agency, joint agency, or lead agency Proposal, complete only one Addendum VI-B. For a Joint Agency Proposal, document the experience and qualifications of each partner agency as applicable. In this narrative, describe Applicant's organizational capacity and capability to perform the program/services. Instructions for this section are as follows:
- Provide a brief history of the Applicant agency(ies) involved that includes the date of establishment, examples of relevant prior accomplishments and current projects related to the purpose of this RFP. Provide information on the current organizational structure and the relevant experience and credentials of staff. Describe the agency's commitment to the proposed project and how the project described in this RFP aligns with the Applicant's organizational mission and goals.
 - Describe any experience providing same/similar services to same/similar target populations. Include experience coordinating (if applicable) and/or participating in collaborative multi-agency service systems and/or with partners of differing levels of expertise and from different disciplines. Include experience providing culturally and linguistically competent services to persons of diverse cultural, ethnic, geographic and socio-economic backgrounds. Describe past experience implementing projects of a similar size and scope to the proposed services in this RFP. Describe the number of years the agency has been providing services.
 - If a joint agency or lead agency collaborative model is proposed, describe the collaboration and the relevant experience and strengths the partner agency(s) and/or subcontractors bring to the project.
 - Include the resumes of relevant staff as a separate attachment. If the appropriate personnel are not currently employed by Applicant or included as subcontractors describe Applicant's commitment to, and timely plan for, meeting the needs of the target populations to be served.
- B. Applicant must provide up to 5 job descriptions and/or a resume for key personnel assigned to the project). Job descriptions and resumes should be no longer than 1 page each.
- C. Applicant must provide financial statements/documentation as specified in Part 3, Section 3.01 F.

ADDENDUM VI-B

ORGANIZATIONAL CAPACITY AND QUALIFICATIONS FORM

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

RFP #G099-0312-10

APPLICANT AGENCY NAME_____

ADDENDUM VII
SUBCONTRACTOR(S) STATEMENT FORMAT

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

Subcontractors

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

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

**RFP #G099-0312-10
APPLICANT AGENCY NAME_____**

Complete either 1) or 2) below:

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

Signature

Date

Print Name

Agency

Title

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

A. _____

B. _____

(attach one separate sheet if necessary)

Signature

Date

Print Name

Agency

Title



EXHIBIT 1
County of Solano
Standard Contract

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

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

CONTRACTOR'S NAME _____

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

\$

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

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

The parties have executed this Contract as of the ___ day of _____, 20__.

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

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

A. Upon submission of an invoice by Contractor, and upon approval by County, County shall, in accordance with the “Contractor Budget” 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) operating expenses, (iii) subcontractors, (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 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 staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included in the 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 and 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.

B. 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

C. 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 Deputy Director of Mental Health, 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.

D. 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. Contractor is required to attend the County's mandatory Cost Report briefing.

B. 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.

C. 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.

D. 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's Health & Social Services Deputy Director of Mental Health, 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.

E. 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 fiscal year end June 30, 20XX to the County by November 30, 20XX.

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 July 1, 20XX through September 30, 20XX is \$X,XXX.xx 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.

EXHIBIT B-1

LINE ITEM BUDGET

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

EXHIBIT B-2

MONTHLY EXPENDITURE REIMBURSEMENT FORM

For the period 7/1/20XX - 6/30/20XX

Contractor will provide a monthly expenditure/reimbursement form which compares the contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total contract balance. See sample format below which should include prior month's invoiced amount.

		FY 2009/10 Contract Budget	Current Month Invoice Amount	Cumulative Total Invoice Amount	FY 2009/10 Total Contract Balance
Personnel Costs	FTE				
Staff Member 1	1.00	-			-
Staff Member 2	1.00	-			-
Staff Member 3	1.00	-			-
Staff Member 4	1.00	-			-
Staff Member 5	1.00	-			-
Staff Member 6	1.00	-			-
Total Wages		-	-	-	-
	Benefits	-			-
Total Personnel Costs	6.00	-	-	-	-
Operating Costs					
Rent & Utilities		-			-
Office Supplies & Materials		-			-
Telephone/Communications		-			-
Postage/Mailing		-			-
Reproduction/Copying		-			-
Travel		-			-
Training/Conferences		-			-
Other (equipment)		-			-
Total Operating Costs		-	-	-	-
Indirect Costs					
Indirect Costs @ X.XX% of Direct Expenses		-			-
Total Expenses		-	-	-	-

 Grantee Signature

 Date

EXHIBIT B-3

BUDGET MODIFICATION REQUEST FORM

EXHIBIT B-3

Budget Modification Request

		FY 20XX/XX Approved Budget	Requested Modification	FY 20XX/XX Modified Budget
Personnel Costs	FTE			
Staff Member 1	1.00	-		
Staff Member 2	1.00	-		
Staff Member 3	1.00	-		
Staff Member 4	1.00	-		
Staff Member 5	1.00	-		
Staff Member 6	1.00	-		
Total Wages		-	-	-
	Benefits	-		
Total Personnel Costs	6.00	-	-	-
Operating Costs				
Rent & Utilities		-		
Office Supplies & Materials		-		
Telephone/Communications		-		
Postage/Mailing		-		
Reproduction/Copying		-		
Travel		-		
Training/Conferences		-		
Other (equipment)		-		
Total Operating Costs		-	-	-
Indirect Costs				
Indirect Costs @ X.XX% of Direct Expenses		-		
Total Expenses		-	-	-

The modification to the budget above requested is to provide _____

 Grantee Signature and Date

 Director of H&SS or Designee Signature and Date

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. WARRANTY

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

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

7. INSURANCE

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

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

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

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|--|--|--|
| (1) General Liability:
(Including operations, products and completed operations.) | \$5,000,000
\$1,000,000 if entity is a nonprofit agency (must show proof of nonprofit status) | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property 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 insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers,

officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

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

G. Waiver of Subrogation

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

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

H. Acceptability of Insurers

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

I. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of

Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or

the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the

U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

33. PRICING

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

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

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

contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

36. EXECUTION IN COUNTERPARTS; SIGNATURES BY FACSIMILE OR PDF

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed to be original copies.

37. ENTIRE CONTRACT

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding paragraph 4 of Exhibit C, and unless terminated by either party prior to June 30, 2013, at County's sole election, this Contract may be extended from July 1, 2013 through September 30, 2013 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, in the form attached to this Contract as Exhibit D-1, to all invoices submitted for payment.

3. ADDITIONAL INSURANCE

In addition to the insurance required in Section 7 of Exhibit C, Contractor shall maintain the following insurance:

Professional liability/Malpractice insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than one million dollars (\$1,000,000.00) combined single limit per claim and in the aggregate.

4. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-2.

5. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibit D-3 and Exhibit D-4.

6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor shall execute the form attached as Exhibit D-5.

7. 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.

8. PATIENT RIGHTS

A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to

clients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.

B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:

- (1) Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;
- (2) They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider, staff persons, therapist and/or case manager.

9. 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.

10. QUALITY IMPROVEMENT

A. Contractor shall meet and maintain all requirements for certification as a MediCal Provider Site, as outlined in the Solano County Mental Health Division MediCal Certification Tool, which is incorporated into this Contract by this reference, including but not limited to:

- (1) Participation in additional certification review as necessary following changes in ownership, site location, organizational and/or corporate structure, programs and/or services provided.

(2) Written notification from the designated Head of Service to the Deputy Director of the Department of Health and Social Services, Mental Health Division of any changes more than 60 days in advance of such changes occurring.

(3) Participation in additional certification review as necessary following significant staff changes such as a change in the person designated as Head of Service.

B. Contractor shall maintain medical records in such a manner that all required documentation to independently establish the medical necessity of all services provided by the Contractor, as outlined in California Code of Regulations, Title 9, are present, which includes, at a minimum, the following documents:

(1) Client whose Coordinated Service Unit Initial Opening Date is less than 12 months:

- a. Initial Assessment;
- b. Initial Client Services Plan (with client signature);
- c. Client Services Plan Addendum (if Contractor was not authorized on the original Client Service Plan); and
- d. Service Authorization form

(2) Client whose Coordinated Service Unit Initial Opening Date is more than 12 months, in addition to the above, shall also have:

- a. Update of client information completed within the last 12 months; and
- b. Client Services Plan (with client signature), completed within the last 12 months.

C. Contractor will maintain a County-approved written Quality Improvement Plan, which meets the County and State Department of Mental Health guidelines for such a program. The plan shall include mechanisms by which the Contractor will evaluate the appropriateness of client admission, treatment and length of stay based on the medical necessity and specified behavioral criteria for the program. The plan will also include procedures addressing the quality of clinical records, internal medical record review policies, and for those agencies authorized to provide medication services, medication monitoring policies.

(1) Contractor shall maintain on file, at its facility, documentation of minutes and the implementation of the Quality Improvement Plan in the form of minutes and records of all quality assurance, utilization review, and medication monitoring processes. Such records and minutes shall be made available to County Quality Improvement Unit staff during each chart review and at other times upon request.

D. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

E. Contractor shall adhere to all standards and expectations as set forth in the Organizational Provider Manual.

11. 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), attached as Exhibit D-6, 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 attached as Exhibit D-7, 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 Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

Exhibit D-1

Vendor Claim form


 <p>SIMONA PADILLA-SCHOLTENS, CPA AUDITOR-CONTROLLER</p> <p>VENDOR CLAIM <i>(For H&SS Use Only)</i></p>						AUDITOR-CONTROLLER'S OFFICE ONLY			
						CLAIM NO.			
						VENDOR NO.			
NAME AND ADDRESS OF VENDOR						WARRANT ISSUED DATE			
						ORGANIZATION TITLE			
Acct Key	Subobject	JL Key	JL Subobject	Misc	Encumbrance	Contract	Period	Amount	P o r F Payment
TOTAL								\$	-
<p>CERTIFICATE OF VENDOR (CLAIMANT): I hereby certify upon my own personal knowledge that the above claim and the statements, items, and amounts as therein set forth are true and correct; that no part thereof has been paid; that the amount claimed is justly due and is presented within one year after the last item has therefore accrued. I further certify that all contractor 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.</p> <p>Signed: _____</p>									
<p>PAYMENT OF: _____ ENTER ANY EXPLANATORY REMARKS BELOW. ATTACH INVOICE. (30 character limit)</p>									
PREPARED BY: _____					PHONE: _____				
CLAIMANT WILL NOT WRITE IN THE SPACE BELOW THIS LINE									
<p>CERTIFICATE OF DEPARTMENT HEAD I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were ordered for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth above, with the exceptions noted.</p> <p style="text-align: center;">\$ -</p>					<p>CERTIFICATE OF AUDITOR-CONTROLLER I hereby certify that the computations are correct and the claim is therefore approved for payment.</p>				
Department Head					Auditor-Controller				

EXHIBIT D-2

**SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

(Contractor Name)

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

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

CERTIFICATION

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

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number

EXHIBIT D-3
CHILD ABUSE REPORTING REQUIREMENTS

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

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Signature:

Name:

Title:

Date:

EXHIBIT D-4
ADULT ABUSE REPORTING REQUIREMENTS
Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Welfare and Institutions Code section 15630 requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|--|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution including foster homes and group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility, including adult day health care facilities | 21. Any other person who provides goods or services necessary to avoid physical harm or mental suffering and who performs duties |
| 11. Regional center for persons with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Name: _____ Signature: _____

Title: _____ Date: _____

Supervisor's Name: _____ Signature: _____

EXHIBIT D-5

SOLANO COUNTY

HIPAA BUSINESS ASSOCIATE CERTIFICATION

45 C.F.R. Parts 160-164

(Contractor Name)

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

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

1. Disclose or use protected health information it creates for or receives from the County only:
 - (a) For functions and activities on the County’s behalf;
 - (b) As authorized for Contractor’s management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - (c) As required by law.
 - (d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).
2. Not further disclose or use protected health information except as specified in this Exhibit or as otherwise required by law.
3. Comply with 45 CFR Parts 160-164 as applicable to a “business associate” of a “covered entity,” and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in

this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).

5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions
6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.
7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.
8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526.
9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.
10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).
12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).
13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
14. Upon termination of this Agreement for any reason:
 - (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.

- (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
 - (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
 - (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.
15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.
16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

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

Contractor or Grant Recipient Signature Date

Official's Name (type or print)

Title

Federal Tax ID Number

EXHIBIT D-6

County of Solano
Health & Social Services Department
INCIDENT REPORT

Type of Incident: Bomb Threat Vandalism Theft Assault Other Threat(s)

Other- _____

Date and Time of Incident: _____ Location: _____

Incident Directed Against (Name/Facility) _____

DESCRIBE THE INCIDENT FULLY. What happened? Give exact words used by you and others, including any "four letter" words that may have been used.

If known, provide the name of the subject/perpetrator: _____

If appropriate, provide the subject's physical description:

Male Female Race: _____ Hair Color: _____ Eye Color: _____

Build: Very Thin Thin Medium Stout Heavy Approximate Height: _____

Clothing: _____

Age: Under 16 17 - 20 21 - 30 31 - 40 41 - 50 51 - 60 61 - 70 Over 70

Name: _____ Signature: _____ Date: _____

Name of Supervisor: _____ Initials of Supervisor: _____

IMMEDIATELY FORWARD A COPY OF THIS REPORT TO THE SPECIAL INVESTIGATIONS BUREAU

Use the reverse side of this form for any additional comments/remarks
48-1-8 (rev. 02/2001)

EXHIBIT D-7

NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993

Company/Organization Name

(Contractor Name)

SOLANO COUNTY MENTAL HEALTH PROGRAMS (SCMHP):

UNDER CONTRACT WITH Solano County Health and Social Services Department (Mental Health Services).

The contractor or grant recipient named above certifies compliance with the National Voter Registration Act (NVRA) of 1993 in matters relating to providing a voter registration services to any and all consumers who utilize mental health services in the County of Solano. The above named contractor will:

1. Publish a statement notifying employees that they shall comply with the implementation of a voter registration services as defined in the Solano County Health and Social Services Policies and Procedures Manual,
2. Establish a Voter Registration Program as required by the Solano County Health and Social Services Department, Mental Health Services, and
3. Provide, as required by NVRA, information and data as requested by the Solano County Health and Social Services Department for compliance with the Department of Mental Health (DMH) Information Notices and Implementation audits.

CERTIFICATION

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

Official's Name/Title: _____

Signature: _____

Date: _____ County: _____

