



**Notice to Qualified Applicants
Request for Proposals #G099-0315-10**

**Mental Health and
Mental Health Services Act (MHSA)
Continuum of Care**

March 15, 2010

The County of Solano Department of Health and Social Services Mental Health Division (County), announces a Request for Proposals (RFP) from qualified agencies/organizations to administer and provide specific services for an integrated Continuum of Care for Solano County Mental Health Services, including portions of the Mental Health Services Act.

This project will be a three year effort of the Department of Health and Social Services (H&SS) Mental Health Division, with a proposed starting date of October 1, 2010 and will be funded at up to \$1,761,700 for Year 1 (Fiscal Year 2010-11), \$2,300,280 for Year 2, (Fiscal Year 2011-12), and \$2,267,800 for Year 3 (Fiscal Year 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 26, 2010

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Department of Health and Social Services Mental Health Division Solicitation for Continua of Care Tentative Timeline	
Mental Health Director Approves RFP	March 12, 2010
Issue Solicitation	March 15, 2010
Deadline for Written Questions	March 24, 2010, 5:00 PM PST
Mandatory Applicants' Conference	Friday, March 26, 2010 10:30-12:00 PM
Provide Written Responses to Questions	March 31, 2010
Assemble Review Panels/Prepare Materials	March 15-April 26
Responses Due	April 26, 2010, 5:00 PM PST
Solicitation Materials to Review Panels	April 27
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 Contracts	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 Approved by BOS	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
10:30 AM – 12:00 PM**

**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 10:45 AM. In the case of a single agency proposal, the agency signing the Proposal must attend the Applicants' Conference. 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:

Jayleen Richards, MHSA RFP Coordinator
County of Solano
275 Beck Ave, MS 5-250
Fairfield, CA 94533
707-784-8329 (phone)
707-421-6619 (fax)
jmrichards@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, 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 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 contracts 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: Jayleen Richards, MHA RFP Coordinator
RFP #G099-0315-10
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 26, 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. Applicants 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: Jayleen Richards, MHSA RFP Coordinator
RFP #G099-0315-10
275 Beck Ave, MS 5-250
Fairfield, CA 94533

The deadline for such inquiries is 5:00 PM PST 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 and applicable business and professional licenses prior to the time that services begin.
- B. **Contract Term/Duration** – Any contracts that results from this RFP may be awarded for up to a 33 month period beginning with a proposed starting date of October 1, 2010 and ending June 30, 2013. Annual renewal of the contract(s) will be based on adequate progress toward meeting program outcomes and continued funding. Contract(s) may contain provisions to renew or extend services at the sole discretion of County, including the provision for 2 one year extensions of the contract(s). **Note:** Contract(s) to be negotiated may be cost reimbursable, fee for service, or a combination of the two. 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.
 - C. **Supervision** - The proposed contract(s) 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 Solano County Department of Health & Social Services, Division of Mental Health, is seeking proposals from qualified Applicants to administer and provide specific services within continua of care. This project will be a three-year effort of the Department of Health & Social Services Mental Health Division, and will be funded up to \$1,761,700 for Year 1, \$2,300,280 for Year 2, and \$2,267,800 for Year 3.

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

The passage of Proposition 63 (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. The Act has five components, three of which are referenced and providing funding in this RFP.

Community Services and Supports:

Community Services and Supports (CSS) programs include:

- Full Service Partnerships: a collaborative relationship between the mental health system and the client, and when appropriate the client's family, through which the mental health system plans for and provides the full spectrum of community services so that the client can achieve the identified goals.¹
- General System Development: focused mental health services and supports for people who receive mental health services.
- Outreach and Engagement: services to reach out to people who may need services but are currently receiving them.

CSS serves two target populations:

¹ The *Clarification on Requirements for Full Service Partnerships* can be found at http://www.dmh.cahwnet.gov/Prop_63/MHSA/Community_Services_and_Supports/docs/FSP_FAQs_04-17-09.pdf.

- *Un-served* populations who are severely mentally ill or seriously emotionally disturbed and who are not currently receiving services.
- *Underserved At Risk* populations who are currently receiving services, but are *at risk* for homelessness, institutionalization, jail, hospitalization, out of home placement, due to inadequate community services and supports.

Prevention and Early Intervention

Prevention and Early Intervention (PEI) aims to bring mental health awareness into the lives of all members of the community and to facilitate access to supports at the earliest possible signs of mental health problems.

Prevention involves reducing stressors and risk factors for mental illness, building protective factors and coping skills, increasing support, and screening and assessing for signs of early mental illness. Early Intervention is directed toward individuals and families for whom short-duration, low-intensity intervention is appropriate to measurably improve a mental health concern early in its manifestation, thereby avoiding the need for more extensive mental health treatment; or to prevent a mental health problem from getting worse.

Workforce, Education, and Training

Workforce, Education, and Training (WET) strengthens the public mental health workforce by training and educating current staff and addressing the shortages of qualified mental health professionals in a variety of means. All education, training and workforce development programs and activities contribute to developing and maintaining a culturally competent workforce to include individuals with consumer and family member experience that are capable of providing consumer and family driven services that promote wellness, recovery, and resiliency, leading to measurable, values-driven outcomes.

Community Planning Process

The initial Community Planning Process (CPP) for CSS began in 2005, PEI in 2008, and WET in 2009. Recent additional CPPs have taken place with the MHSA Annual Updates for FY 09/10 and 10/11. The CPP for FY 10/11 included drafting a three year strategic plan for CSS.²

The MHSA CSS strategic plan was developed over six months by a diverse community and propelled by several factors: funding for MHSA and other mental health services will be declining over the next few years; a commitment to continue serving those in need of mental health services; and a realization that we may be able to maintain and perhaps even improve our services by changing how they are delivered. The MHSA Strategic Plan strongly recommends collaborative, coordinated mental health services that are seamless from the point of view of the consumer. It also recommends that public and private partners in mental health, such as hospitals, law enforcement, schools and others, work together to: design a shared referral and consultation system; work closely with the consumer to address his or her mental and physical health needs; and promote shared decision-making and problem-solving.

In addition to the CPP for MHSA, the entire Solano County Mental Health system has been undergoing strategic planning with representatives of the mental health community,

² The 2009 *Community Services and Supports Strategic Plan* can be reviewed at <http://www.solanocounty.com/depts/hss/mhs/mhsa/css.asp>.

including consumers and family members of consumers, to discuss restructuring mental health services to address the reduction in funds from MHSA, realignment, and county general funds with the goal of maintaining as many mental health services as possible.

This RFP is based on the outcomes of those community planning processes and includes funding from MHSA CSS, PEI, and WET plans creating a continuum of care for consumers.

Solano County Mental Health is committed to the following essential elements of the Mental Health Services Act:³

- **Community collaboration:** All MHSA plans have gone through extensive community planning processes involving community participants that represent the diversity of Solano County and include mental health consumers and family member of consumers. All services reflect collaboration with community partners.
- **Cultural competency:** All services acknowledge, respect, and build upon the ethnic, socio-cultural, and linguistic diversity of Solano County. Service providers are bilingual and bicultural, to the extent feasible.
- **Client and family driven mental health system:** Mental health consumers and their families are involved at all levels in the planning and delivery of mental health services. Consumers and family members are equal partners in care.
- **Wellness, recovery and resilience focus:** All services include wellness and recovery strategies and are offered with the focus on linking consumers to community resources for wellness and recovery.
- **Integrated service experience:** All partners in mental health collaborate to integrate services increasing access and decreasing duplication of services.

2.03 Services to be Provided

All Applicants and programs must address:

- Outreach and education of community providers, including faith based groups, family resource centers, health care professionals and others, about how to link to mental health services.
- How services provided will be culturally competent and offered in appropriate language(s) for the populations served.
- Disparities in access to mental health services throughout the county, including disparities in access for cultural populations and geographic locations.
- Stigma and discrimination faced by those at risk of or experiencing mental health issues.
- Evidence-based, best practice, and/or promising practice models that will be utilized.
- How services will be coordinated and consumers will be referred to other public and privately funded intervention and treatment systems of care, including primary care, as appropriate.
- How resources will be leveraged/maximized during the term of the contract and how services may be sustained past the term of the contract.

There are four main service components in this RFP that are a part of the Solano County Mental Health continuum of care:

- Behavioral Health Primary Care Integration

³ The Mental Health Services Act can be accessed at:
http://www.dmh.ca.gov/prop_63/MHSA/docs/Mental_Health_Services_Act_Full_Text.pdf.

- Intensive Mental Health Services
- Wellness and Recovery Skills/Peer Support
- Supported Housing

Behavioral Health Primary Care Integration

Summary: This component will provide mental health screening, assessment, brief intervention, and referral services to consumers in community health centers, including Federally Qualified Health Centers in an effort to increase services for underserved populations.

Population served: Children 0-5 and their families, school age youth, transitional age youth, and older adults who are unserved and underserved populations should be targeted, including low income, uninsured and underinsured, geographically isolated, and Hispanic and Filipino communities with low level or emerging mental health needs.

Maximum Funding Available: Yr 1: \$ 243,750; Yr2, \$325,000; Yr3: \$325,000

Program Components:

1. Screening, Assessment, Brief Intervention, and Referral

Behavioral health specialists who are licensed clinical social workers will screen and assess consumers for mental health concerns. If services are indicated, behavioral health specialists may provide limited term brief intervention and connect consumers to community resources and mental health services available through the PEI Plan⁴ and the community.

2. Early intervention consumer support groups

Behavioral health specialists will convene early intervention consumer support groups at the community clinic sites to complement all four work PEI plans. Topics may include: anxiety, depression, bipolar, co-occurring, Wellness and Recovery Action Plan (WRAP), gender specific, cultural specific, First Break, parent/caregiver support, maternal/postpartum depression, etc.

Intensive Mental Health Services

Brief Summary: This component will provide intensive mental health services that create a collaborative relationship between the consumer, when appropriate the consumer's family, and his or her care provider coordinated by a Primary Service Coordinator (PSC), through which the client has available the full spectrum of services so the client can achieve identified goals his or her Individual Service Plan.

Population Served: Severely mentally ill or seriously emotionally disturbed transition age youth ages 18-25 and older adults ages 60+ who are unserved or underserved populations *at risk* for homelessness, institutionalization, jail, hospitalization, out of home placement, due to inadequate community services and supports.⁵

Maximum Funding Available: Yr1: \$787,500 Yr2: \$1,018,500 Yr 3: \$997,500

Program Components:

1. Medication Management

Provision of or plan for medication management services, including health education on topics such as medication, chronic disease, etc.

⁴ The MHSA Prevention and Early Intervention Plan can be found at <http://www.solanocounty.com/depts/hss/mhs/mhsa/pei.asp>.

⁵ Additional information on target population for this component can be found in the *Clarification on Requirements for Full Service Partnerships (FSP)* at http://www.dmh.cahwnet.gov/Prop_63/MHSA/Community_Services_and_Supports/docs/FSP_FAQs_04-17-09.pdf

2. Mental Health Therapy

Short-term, goal-focused individual mental health therapy should be offered with the goal of transitioning consumers to group therapy. Short-term, goal-focused group mental health therapy should be transitional, supporting consumers until they are ready to engage in ongoing groups led by paraprofessionals and peers. To the extent feasible, services for transition age youth should be offered in the home or at school, and services for older adults should be offered in the home or other natural setting.

3. Case Management

Short-term, intensive wrap-around case management should be offered to mitigate crisis situations. Consumers should have access to 24 hours support through the program or linkage to services offered in the community. Transitional case management will be provided focusing on ensuring that consumers find safe housing, obtain needed community resources, and transition to wellness activities such as developing supportive relationships, and using their time and capabilities in meaningful ways. To the extent feasible, services for transition age youth should be offered in the home or at school, and services for older adults should be offered in the home or other natural setting.

4. Wellness and Recovery Skills Building

Provision of and/or plan for linkage to wellness and recover skills and services to support return to everyday life. All consumers should be offered assistance in developing and provided ongoing support for Wellness and Recovery Action Plans (WRAP).

Wellness and Recovery Skills/Peer Support

Brief Summary: The Wellness and Recovery Skills component is directed toward the goal of preventing early mental illness from getting worse or helping individuals to recover from mental health illness. This includes the reduction of symptoms, acquisition of skills for coping with the effects of mental illness, successful fulfillment of constructive roles in the community, and the development of supports, which in combination will permit maximum independence and quality of life.

Population Served: Transition Age Youth Ages 18-25; Adults Ages 25-60; Older Adults Ages 60+; severely mentally ill or seriously emotionally disturbed consumers in recovery or consumers with low level or emerging mental health needs.

Maximum Funding Available: Yr1: \$450,000 Yr2: \$594,000 Yr 3:\$590,000

Program Components:

1. Support Groups

Structured, time-limited support groups led by paraprofessionals, mental health consumers, or other appropriate leaders will be offered to mental health consumers and their families. Groups may be offered on such topics as readjusting to the community after a First Break or hospitalization, anxiety, depression, bipolar disorder, co-occurring issues, etc. Groups may be targeted to gender or cultural groups, as appropriate, and offered in partnership with community-based organizations, National Alliance for Mental Illness (NAMI), faith-based or health care organizations, or other public or private agency.

2. Wellness and Recovery Skills Development

Wellness and recovery skills development services and strategies should be structured, realistic, client-centered and client/family driven. They should include development of Wellness and Recovery Action Plans (WRAPs), daily living skills, and assistance in helping consumers develop their purpose and passion. Services should be offered in partnership with schools, colleges, worksites, and the Department of Rehabilitation, as appropriate.

3. Peer Mentoring

Mental health clients and family members should have the opportunity to participate as mentors for one-to-one interactions with clients and families. Examples of appropriate roles may include:

- Peer/family greeters to offer support to clients and families at initial intake and assessment for mental health services
- System guides to help clients and families understand and navigate the mental health system
- Ombudsman, a safe place to bring concerns about the system

4. Consumer Employment

Solano County's Workforce, Education and Training (WET) Plan⁶ provides funding to offer opportunities for competitive employment for consumers and family members. \$75,000 Yr1, \$100,000 Yr 2, and \$100,000 Yr 3 of the maximum available funding for wellness and recovery skills development must be dedicated to providing consumers and family member salaries for appropriate employment opportunities. Examples of appropriate work opportunities include:

- Consumer and family advocates
- Peer-to-peer support

Work opportunities must have adequate training and supervision.

Supported Housing

Brief Summary: Provide support to mental health consumers to assist them in acquiring and maintaining permanent housing.

Population Served: Transition Age Youth Ages 18-25; Adults 25-60; Older Adults Ages 60+

Maximum Funding Available: Yr1: \$280,500 Yr2: \$362,780 Yr 3: \$355,300

Program Components:

1. Housing Acquisition and Maintenance

Assist mental health consumers in acquiring suitable permanent housing, including negotiating rental agreements, mediating landlord tenant issues, establishing and maintaining utilities. Applicant may collect and pay rents, and must provide property liability insurance and rental unit inspections.

2. Case management

Provide case management to assist mental health consumers in acquiring and maintaining permanent housing. This includes assisting consumers in: accessing community resources, such as public benefits and employment opportunities; managing interpersonal and situation challenges; and maintaining or improving functional and daily living skills.

3. Rental Subsidies

A portion of the funding may be used as rental subsidies to assist with security deposits and/or a portion of monthly rent for a period of time to acquire or prevent to loss of housing.

4. Coordination of Housing Collaborative

Coordinate and convene a quarterly meeting of housing providers, mental health service providers, and consumers to share information on housing programs and issues and to encourage collaboration and coordination of efforts to provide supported housing in Solano County.

Additional Scope of Work Requirements:

⁶ The MHSA WET Plan can be found at <http://www.solanocounty.com/depts/hss/mhs/mhsa/wet.asp>.

- Applicants for *Intensive Mental Health Services, Wellness and Recovery Skills/Peer Support* and *Supported Housing* must accept and have a transition plan for clients that are currently supported in similar programs.
- All clients for *Intensive Mental Health Services* and *Supported Housing* will be referred and authorized by Solano County Mental Health.
- Applicants for *Intensive Mental Health Services* must utilize Level of Care Utilization System (LOCUS).
- Applicants for *Intensive Mental Health Services* are required to enter client level data into the DMH Data Collection and Reporting (DCR) database.
- All Applicants will be required to utilize the Solano County Mental Health Electronic Health Records system and InSyst, as appropriate.

2.04 Evaluation and Reporting

Reporting Requirements

Each 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.

Consumer Outcomes

Each Applicant will be required to report on client outcomes. Applicants must describe which of the following indicators are applicable and how they will measure them for the population they are serving and the services provided. Outcome measures include:

- The number and percentage of consumers showing improvement in symptoms/life skills, as reported by both clinician & consumer
- The number and percentage of consumers with ER visits and hospitalizations for medical, mental health issues
- The number and percentage of consumers able to maintain stable housing/rate of residency change
- The number and percentage of consumers able to obtain/maintain education/employment
- The number and percentage of consumers able to live independently/least restrictive living situation
- The number and percentage of consumers with strong connections to family (as defined by consumer) and community
- The number and percentage of consumers not incarcerated, % not re-incarcerated

Additional consumer outcome measures may also be proposed.

System Outcomes

Each Applicant will be required to report on system outcomes. Applicants must describe which of the following indicators are applicable and how they will measure them for the population they are serving and the services provided. Required system outcome measures include:

- The number and percentage of consumers receiving recommended services
- Rate of participation/attendance by consumers/hours of service per client
- The number and percentage of consumers satisfied with services

- The number of percentage of staff with appropriate training for the services they are assigned to provide
- The number of percentage of staff demonstrating cultural competence, customer service and sensitivity
- Degree to which services and referrals are coordinated and seamless
 - With county services, i.e. Mobile Crisis
 - With community partners such as hospitals, law enforcement, private providers and networks
 - Between medical and mental health- to allow flow to different levels of service
 - With other MHSA plans and services

Additional system outcome measures may also be proposed.

Applicants will also be required to provide information on program/systemic outcomes, including:

- Progress, successes and challenges in implementing each program.
- Improved approaches for addressing the needs of people with mental health issues.
- How much was spent on the program, and funding source (i.e. PEI, WET, partner contributions, other grants, etc.).

Standardized tools to collect these data will be developed with Applicants based on their scope of work. Applicants will be responsible for securing appropriate release statements, monitoring and coordinating services, maintaining records of client participation, and monitoring individual client outcomes.

PART 3 – PROPOSAL FORMAT AND CONTENT

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

3.01 Proposal Format

- A. Use only the forms provided in the Addendums sections unless otherwise instructed in Addendum II, Proposal Submission Deadline and Check List.
- B. Identify the Proposal number G099-0315-10 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 provides that both the lowest reasonable price and the technical superiority of the proposal (within a reasonable proximity to the other similar proposal costs) are taken into account in determining the award of contracts.

END OF REQUEST FOR PROPOSALS

ADDENDUM I-A PROPOSAL REVIEW PROCESS

A. Proposal Review and Ranking Process

1. Staff Review: RFP Compliance

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

2. Individual Proposal Review

Proposals that advance to the next step of the process will be submitted to a Proposal review panel assembled by County. Each Proposal will be reviewed 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. **NOTE:** A Proposal must attain a minimum average score at least 80 points from the review panel to be considered a finalist for the solicitation. County reserves the right to award funding to the top-ranked Proposal if no Proposal receives a minimum average score of 80 points. Finalists will be recommended in rank order (based on the final average scores determined by the review panel for each Proposal) to the Director of Mental Health for funding consideration, along with suggestions for potential program, budget or other modifications. The County reserves the right at its own discretion to require top ranking Applicants to present their offering to the review panel at the County's site in Fairfield, CA. This requirement will be at the discretion of the review committee and will be based on the results the detailed review and ratings. Should Applicants be invited to make a presentation, the County will not be liable for any travel expenses or associated costs.

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 one or more Applicants, contingent upon successful contract negotiations (which may include a site visit); finalization of service and evaluation plans; finalization of budget; and award of contract(s). 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 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 this RFP, the MHA CSS Strategic Plan, and the MHA CSS, PEI and WET Plans.
- The activities proposed address the project objectives and match the activities in the RFP.
- 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
 - Outreach and education of community providers
 - How services provided will be culturally competent and offered in appropriate language(s) for the populations served.
 - How disparities in access to mental health services throughout the county, including disparities in access for cultural populations and geographic locations will be addressed.

- How stigma and discrimination faced by those at risk of or experiencing mental health issues will be addressed.
- Evidence based, best practice, and/or promising practice models that will be utilized.
- How services will be coordinated with other public and privately funded intervention and treatment systems of care, including primary care.
- How resources will be leveraged/maximized during the term of the contract and how services may be sustained past the term of the contract.
- There are clear linkages between the proposed services and the MHSA CSS Strategic Plan and the MHSA CSS, PEI and WET Plans.
- There is a realistic timeline.
- Staffing and service locations are commensurate with the target population and the services to be provided.
- If a Joint Proposal, there is a realistic collaboration plan and a clearly description of what each partner will do.
- There is agreement to accept and there is a transition plan for clients that are currently supported in similar programs, as 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 and system outcomes.
- The expected outcomes are measurable and clearly defined.
- The expected outcomes are clearly linked to the proposed services.
- The services are likely to result in outcomes that are consistent with outcomes outlined in the MHSA CSS Strategic Plan and the MHSA CSS, PEI, and WET plans.
- The proposed evaluation and monitoring activities support assessment of program implementation and results/outcomes.
- Data collection and record-keeping systems and resources are adequate to perform evaluation and monitor activities.
- There is an appropriate level of staffing designated for evaluation/reporting activities.
- There is agreement to utilize the Solano County Mental Health Electronic Health Records system and DMH Data Collection and Reporting (DCR) database, as appropriate.

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.
- Subcontractor budget(s) and narrative(s) are justifiable and appropriate to the proposed project.
- The Proposal is able to leverage other funding, and if so, the matching funds are adequately described.
- The Applicant possesses sufficient management and fiscal systems and controls to carry out the project.

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

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

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

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: Jayleen Richards, MHSA RFP Coordinator
RFP#G099-0315-10
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 26, 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

- Attendance at the Mandatory Applicant Conference
- The following items must be included in the RFP packet:
 - Cover Sheet – 1 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)
 - Cost per Unit of Service Form (if applicable) (Addendum V-E)
 - Organizational Capacity and Qualifications Form (Addendum VI-B)
 - Job Descriptions/Resumes of Key Personnel (refer to instructions in Addendum VI-A)
 - Customer references (refer to instructions in Addendum VI-A)
 - List of current and past contractual relationships with the County (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
 PROPOSAL COVER SHEET
 RFP #G099-0315-10**

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

1. **Addendum IV-B: Scope of Work: Work Plan Form** (up to four sheets single-spaced, typed pages, Arial 11 point font)
 - Goal: Provide a 1-2 sentence program description and overview which encompasses the overall mission and long-term impact of the project.
 - Objectives: List 3-6 objectives. Objectives should be specific targets that you are trying to reach.
 - Activities: List activities that will help achieve your objectives. Activities should be quantifiable and time specific.
 - Expected Outcomes: List the outcome you expect from each activity. Describe how the outcome relates to your objective.
 - Evaluation: Describe how you will know whether your objective and expected outcomes were achieved. What tools will you use to measure outcomes?
 - Persons Responsible and Resources Dedicated: List the positions that will be responsible for conducting the activities described. List any special resources that are in your budget that will assist in conducting these activities. The persons and resources should match those listed in your budget and budget narrative.

2. **Addendum IV-C: Scope of Work: Program/Services Narrative Form** (up to four single-spaced, typed pages, Arial 11 point font, with one-inch margins)
 - Describe the proposed program approach—design, structure and philosophy. Provide a rationale for the approach with evidence that the approach is appropriate to achieve the results intended in this RFP for the target population(s) served.
 - Describe the program/services goals, proposed services, target populations and key activities. Describe how consumers will be referred to services 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 will address:
 - Outreach and education of community providers, including faith based groups, family resource centers, health care professionals and others, about how to link to mental health services.
 - How services provided will be culturally competent and offered in appropriate language(s) for the populations served.

- Disparities in access to mental health services throughout the county, including disparities in access for cultural populations and geographic locations.
 - Stigma and discrimination faced by those at risk of or experiencing mental health issues.
 - Evidence based, best practice, and/or promising practice models that will be utilized.
 - How services will be coordinated with other public and privately funded intervention and treatment systems of care, including primary care.
 - How resources will be leveraged/maximized during the term of the contract and how services may be sustained past the term of the contract.
 - Include any other pertinent information about the proposed program.
3. **Addendum IV-D: Service Estimates Form** (up to three sheets, one per year)
- Describe each service unit by type, number of service units, time per service unit, unduplicated number of clients served annually and monitoring tools. Complete one Service Unit Form on the following page for each fiscal year of the program. Specify the length of time and the total number of each type of service unit to be provided to clients annually during the contract period, i.e., number and length of services, e.g., WRAP plans, support groups, peer mentors, supported employment etc. Indicate how the performance of services will be monitored. Indicate number of unduplicated clients to be served.
4. **Addendum IV-E: Evaluation Plan Narrative** (up to two pages, single-spaced, typed, Arial 11 point font, with one-inch margins)
- Describe the overall program/services evaluation plan. Explain how the services to be provided are designed to produce the anticipated change for the population to be served and the degree of change expected. Discuss how progress will be monitored and how the information collected will be utilized to inform program/project improvement over time.
 - Describe the specific performance measures chosen to evaluate the program, consistent with the measures included in the RFP. Explain the degree of change expected over time, the measurement tool(s) and the basis for choosing these tools (reliability, validation, etc.).
 - Describe how, when, and by whom service and result data will be collected and managed. Identify the lead person/position responsible for development and refinement of the evaluation plan.
 - Describe data collection tools and/or methods to be used for program-level data collection and evaluation. Describe how tracking and reporting of service target objectives, demographics of populations served, individual-level data/information, and/or collaborative-level evaluation activities will be accomplished.
 - Describe the implementation plan for the evaluation, including specific tasks, timeline and reporting schedule and methods. Describe how the requirements will be met to report service targets and performance measures monthly and quarterly and provide narrative progress reports and supplemental documentation of activities, successes, and challenges.
 - Describe which program staff will be responsible for performing evaluation activities and how they will work with Solano County 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 #G099-0315-10 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 #G099-0315-10

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 #G099-0315-10

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.

Applicants may propose to bill Short-Doyle Medi-Cal for applicable services. Applicants who are proposing to bill Short-Doyle Medi-Cal must be certified or have a plan to become certified Short-Doyle Medi-Cal providers in Solano County through Solano County Mental Health. Applicants must take into consideration appropriate time to become certified and costs associated with the billing process. Billing Short-Doyle Medi-Cal will not increase the maximum available funding for contracts resulting from this RFP.

For a single agency Proposal, complete one Addendum V-B, V-C, and V-D for the entire Proposal. For a joint agency proposal, complete Addenda V-B, V-C, and V-D for each agency. If either type of Proposal is utilizing subcontractors, complete Addendum V-C and Addendum V-D for each subcontractor. If the Applicant is proposing to bill short-Doyle Medi-Cal, complete Addendum V-E 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 cannot 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 Agency Proposal or there are subcontractors, 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. If an agency 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 that are directly employed by the Applicant and are paid for on a regular basis. Employee benefits and employer payroll taxes include employer's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by H&SS. These expenses are allowable when they are included in the grant award and are in accordance with the agency's approved written policies.

- Salaries and benefits of personnel involved in more than one grant or project must be charged to each grant based on the actual percentage of time spent on each grant or project. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the grant award. Similarly, the dollar amount charged for a particular position also must not exceed the dollar amount in the approved grant award. Functional timesheets or an allocation plan must be maintained which support the time charged to H&SS grants.
- Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits and equipment. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. H&SS reserves the right to make the final determination if an operating expense is allowable and necessary.

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

- Applicants must complete a Budget Narrative Form describing the costs associated with the project. If this is a Joint Agency Proposal or there are subcontractors, each partner or subcontractor who is providing a Line Item Budget Form must complete a Budget Narrative Form.
- This form should include, at a minimum, the following information:
 - Describe the costs of the overall project (and the costs attributable to each partner in a joint agency Proposal). Note: If the Proposal is not countywide but covers more than one city/geographic area, provide explanations for each area as necessary.
 - Explain the justification for each line item in the budget 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, including Medi-Cal if applicable.
 - Describe specific plans for the sustainability of the program beyond the term of the requested funding.

4. ADDENDUM V-E: COST PER UNIT OF SERVICE FORM

- Applicants who are proposing to bill Short-Doyle Medi-Cal for services must complete a cost per unit of service form detailing their projected costs associated with the outpatient service function per staff minute of service. This form should also include the projected number of units per FY and total projected costs per fiscal year.⁷

⁷ Information on Statewide Maximum Allowances (SMAs) for Short-Doyle/Medi-Cal Services can be found in DMH Information Notice 09-12 at http://www.dmh.cahwnet.gov/DMHDocs/2009_Notices.asp.

**ADDENDUM V-B
 BUDGET SUMMARY FORM**

RFP #G099-0315-10
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 #G099-0315-10 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 #G099-0315-10

APPLICANT AGENCY NAME_____

**ADDENDUM V-E
 MEDI-CAL COST PER UNIT OF SERVICE FORM
 RFP #G099-0315-10
 APPLICANT AGENCY NAME _____**

OUTPATIENT SERVICE FUNCTION	ESTIMATED COST PER UNIT OF SERVICE (staff minute)	PROJECTED # of UNITS FY 10/11	TOTAL PROJECTED COST FY 10/11	PROJECTED UNITS FY 11/12	TOTAL PROJECTED COST FY 11/12	PROJECTED UNITS FY 12/13	TOTAL PROJECTED COST FY 12/13
Case Management							
Mental Health Services							
Medication Support							
Crisis Intervention							
		Total:		Total:		Total:	

ADDENDUM VI-A

ORGANIZATIONAL CAPACITY AND QUALIFICATIONS FORM INSTRUCTIONS

(up to two pages below plus one-page job descriptions and/or resumes for the key personnel (up to 5) referenced in the Budget/Budget Narrative, two customer references, a list of current and past contractual relationships with the County 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 or Joint 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 collaborative model is proposed, describe the collaboration and the relevant experience and strengths the partner agency(s) and/or subcontractors bring to the project.
- B. Applicant must provide one-page job descriptions and/or a resume for key personnel assigned to the project (up to 5 total).
- C. Applicant must provide two (2) customer references for similar projects. Each reference must include:
- The company name and business address
 - The name, title, and telephone number of the company contact knowledgeable about the project work
 - A brief description of the service provided and the period of service.
- D. Applicant must provide a list, if any, of all current contractual relationships with the County of Solano and all those completed within the previous five year period. The list must include:
- The contract number
 - The contract term
 - The procuring county department
- NOTE: The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding Organizational Capacity and Qualifications category points.
- E. 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 up to 5 one-page job descriptions and/or resumes for the key personnel referenced in the Budget/Budget Narrative, two customer references, a list of current and past contractual relationships with the County and financial statements as required in Part 3, Section 3.01 F)

RFP #G099-0315-10

APPLICANT AGENCY NAME_____

ADDENDUM VII
SUBCONTRACTOR(S) STATEMENT FORMAT

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

Subcontractor Statement Instructions:

- 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 #G099-0315-10
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 & PAYMENT PROVISIONS
FOR MEDI-CAL SERVICES

In consideration of Contractor's satisfactory performance in providing the medically necessary Medi-Cal services described in Exhibit A, the maximum amount County agrees to compensate Contractor shall not exceed the maximum amount provided for in Section 3 of the Standard Contract, payable in accordance with the State Department of Mental Health Cost Report procedures and the following:

1. COMPENSATION

- A. County shall compensate Contractor based on:
 - (1) the actual number of clients authorized by County and served by Contractor,
 - (2) the actual number of minutes Contractor provides each client, and
 - (3) the interim rate(s) set forth in Exhibit B-1 attached to this Contract and incorporated by this reference.

- B. County shall review Contractor's Interim Rates as follows:
 - (1) As set forth in the most recently submitted and approved Solano County Cost Report, the interim rate set forth in Exhibit B-1, and the California Department of Mental Health's (DMH) current Short Doyle/Medi-Cal Maximum Allowance ("SMA") rate, including any inflation adjustment.
 - (2) County may also review the interim rates set forth in Exhibit B-1 if the California DMH published SMA rates are revised during the Contract term.

If County determines that an increase or decrease in the rates set forth in Exhibit B-1 is warranted, County shall inform Contractor in writing of the proposed rate change and the method used to determine the amount of the change and such change will be reflected in a modified Exhibit B-1 to this Contract. In no event shall any increase cause the rate(s) paid to Contractor to exceed the latest published DMH Medi-Cal SMA rates. The rate(s) shall not be increased/decreased unless both parties execute a written amendment to the Contract pursuant to the requirements set forth in Section 27 of Exhibit C.

- C. In no event is County obligated to pay Contractor for any Short-Doyle/Medi-Cal services provided to Medi-Cal clients where Medi-Cal or has been denied, disallowed or refused as payment for services by State or Federal authorities. Contractor must reimburse County for all disallowed costs that may have been paid to the Contractor, within 30 days of notification of the Contractor by the County.

- D. Contractor understands and agrees that the County will only make payments to the Contractor for Medi-Cal units of service as set forth in Exhibit A.

- E. It shall be the obligation and responsibility of the Contractor to determine and claim revenues from all possible sources other than the County as reimbursement for the cost of treatment services rendered to patients pursuant to this Contract. Such revenues shall include, but not limited to, patient fees, patient insurance, Medicare, and payments from other third-party payers. Determination of patient eligibility for coverage under the Medicare or other reimbursement programs is the responsibility of the Contractor. County does not assume responsibility for such certification procedures. In conformity with State rules and regulations applicable to the reporting of such revenues, in the determination of the amount due Contractor as reimbursement under this Contract,

County will deduct from the gross amount of cost otherwise determined to be reimbursable, the amount of all such payments received from or on behalf of the patients for which services were rendered by Contractor pursuant to this contract. Amounts of claims or bills against other revenue sources which remain unpaid because the third-party payer finds such claims or bills to have been submitted by Contractor in an untimely, improper, or incomplete manner shall be deducted from gross cost in determining the amount to be claimed for reimbursement from County, provided that County concurs with the decision effected by such third-party payer.

2. SUBMISSION OF INVOICES

- A. Contractor will submit invoices no later than sixty (60) days after the last day of the month in which those services were provided.
- B. Payment of invoices is subject to County's prior approval. Before approving invoices, County will reconcile invoices with the InSyst PSP831 report and deduct disallowances appearing on the Insyst MHS 198 disallowances report. County will provide Contractor access to Solano County InSyst at Contractor's own cost.
- C. County will not process invoices submitted prior to the MHS 198 report being generated by the County on the 20th of the month following the month of service. Invoices not accurately reconciled to the InSyst PSP831 will be adjusted by County or returned to Contractor for correction and must be resubmitted.
- D. Contractor shall submit 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.
- E. Contractor must sign the Solano County Health and Social Services Certification of Claim for Contract Reimbursement form (Exhibit B-2) in order for the Contractor to receive payment for the services.

3. SUBMISSION OF COST REPORT

- A. County will schedule a cost report briefing no later than October 30, 2011. Contractor will submit its Cost Report within 30 days of the briefing. Contractor's Cost Report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.
- B. If Contractor is currently out of compliance with the Cost Report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this contract will be withheld until such time as Contractor submits an acceptable Cost Report. County will not be liable for any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate Cost Report.
- C. If Contractor's costs are settled with the Department of Health and Social Services below the Short Doyle/Medi-Cal Maximum Allowance ("SMA") rate, Contractor agrees to reimburse the County for any overpayments as a result of the difference between the Interim Rates set forth in Exhibit B-1 and the settlement rate established by the 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 Health and Social Services Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County.
- 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, 2011 to the County by November 30, 2011.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts 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, 2011 through September 30, 2011, subject to the availability of funding per Exhibit C and apportioned in the same manner as provided in the original contract term.

Exhibit B-1

**SOLANO COUNTY HEALTH AND SOCIAL SERVICES
 CERTIFICATION OF CLAIM FOR CONTRACT REIMBURSEMENT**

MENTAL HEALTH TREATMENT SERVICES INVOICE

DATE:	CONTRACTOR NAME:					
FISCAL YEAR (yy/yy):	CLAIM SERVICE PERIOD (mm/yy)					
Type of Service	Medi-Cal	AB3632	Other	Total	Contract Rate	Dollars Claimed
Mental Health Services						
Case Management/Brokerage						
Crisis Intervention						
Day Treatment Intensive						
Medication Support						
Day Treatment Rehabilitative						
Total						

Current Client Case Load

Number of non duplicated Clients Served during the Time Period of this claim

Open slots (if applicable)

Wait List (waiting for assessment and services to begin)

Only providers who serve non-Medi-Cal clients complete this section

Number referred

Number served

Unduplicated number served during this time period

Please complete the following for each New Admission.

Episode Opening	Date of Assessment	First Date of Service

Please complete the following for each Discharge.

Client Identifier	Date of Initial Referral	Length of Service	Date of Discharge

I CERTIFY under penalty of perjury that I am the official responsible for the administration of this contract with Solano County Health and Social Services in and for said claimant; that I have not violated any of the provisions of Section 1090 through 1098 of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief this claim is in all respects true, correct, and in accordance with law. The Contractor agrees and shall certify under penalty of perjury that all claims for services provided in accordance with the clients have been provided to the clients by the County. The services were, to the best of the Contractor's knowledge, provided in accordance with the client's written treatment plan. The Contractor shall also certify that all information submitted to the Department is accurate and complete. The Contractor understands that payment of these claims will be from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

The Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The Contractor agrees to furnish these records upon request and any information regarding payments claimed and to disclose fully the extent of services furnished when requested to the County, the State of California, to the California Department of Health Services, the Medi-Cal Fraud Unit, California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives. Any amounts claimed herein for the Healthy Families program are only for children between the ages of one (1) year old to their nineteenth (19th) birthday who were assessed or treated for a serious emotional disturbance (SED). The Contractor also agrees that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

I CERTIFY under penalty of perjury to the following: An assessment of the beneficiary was conducted in compliance with the requirements established in the State Mental Health Bill Reports and Policies and Procedures. If the units claimed are Medi-Cal that the beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary. The services included in the claim were actually provided to the beneficiary. Medical necessity was established for the beneficiary as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided for the timeframe in which the services were provided. A client plan was developed and maintained for the beneficiary that met all client plan requirements in accordance with the Department of Mental Health Billing Requirements. For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements of the Department of Mental Health policy for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services were followed.

Date: _____

Signature: _____

Contract

Executed at _____

California

I CERTIFY under penalty of perjury that I am a duly qualified and authorized official of the herein claimant responsible for the examination and settlement of accounts and that I further certify that all data submitted for contract reimbursement are accurate to the best of my knowledge.

Date: _____

Signature: _____

Title: _____

Executed at _____

California

EXHIBIT B-2

BUDGET DETAIL AND PAYMENT PROVISIONS **FOR NON MED-CAL SERVICES**

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 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; 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, there are three budget categories in this Contract: (i) personnel, (ii) operating expenses, (iii) administrative 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. County will schedule a cost report briefing no later than 30 days after start of contract. Contractor will submit its Cost Report within 30 days of the briefing. Contractor's Cost Report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.

B. If Contractor is currently out of compliance with the Cost Report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this contract will be withheld until such time as Contractor submits an acceptable Cost Report. County will not be liable for any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate Cost Report.

C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to the County'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.

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

4. FINANCIAL STATEMENTS AND AUDITS

A. Contractor agrees to furnish annual audited financial statements for 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-4

MONTHLY EXPENDITURE REIMBURSEMENT FORM
NON-MEDI-CAL SERVICES

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-5

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 is excess of Contractor's insurance and shall not contribute to it.

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

G. Waiver of Subrogation

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

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

H. Acceptability of Insurers

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

I. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code

section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

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

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

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

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

36. EXECUTION IN COUNTERPARTS; SIGNATURES BY FACSIMILE OR PDF

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

37. ENTIRE CONTRACT

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. 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):</p> <p>I hereby certify upon my own personal knowledge that the above claim and the statements, items, and amounts as forth are true and correct; that no part has been paid; therein set that the amount claimed is justly due and is presented within one year after the last item has thereof I further certify that all contractor directors and therefore accrued. employees (i) are not currently excluded, debarred, or otherwise ineligible to participate officers, (Federal Healthcare but in the federal health programs as defined in 42 USC § 1320a-7b(f) have not not, to Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense (the the provision of healthcare items or the best Federal related to yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal services any state healthcare programs, and Healthcare Healthcare Programs or (iii) are excluded from participation in the of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being</p> <p>SIGNED: _____ Programs or any state healthcare programs.</p>									
<p>PAYMENT OF: _____ ENTER ANY EXPLANATORY REMARKS BELOW. ATTACH INVOICE. (30 character limit)</p>									
PREPARED BY: _____				PHONE: _____				06/16/09	
CLAIMANT WILL NOT WRITE IN THE SPACE BELOW THIS LINE									
<p>CERTIFICATE OF DEPARTMENT HEAD</p> <p>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</p> <p>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)

COMPANY/ORGANIZATION 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

CONTRACT 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: _____