

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health and Recovery Services BOARD AGENDA # *B-6

Urgent Routine

AGENDA DATE September 25, 2012

CEO Concurs with Recommendation YES NO 4/5 Vote Required YES NO
(Information Attached)

SUBJECT:

Approval to Issue a Request for Proposal for Outpatient and School Based Behavioral Services

STAFF RECOMMENDATIONS:

Authorize Behavioral Health and Recovery Services to issue a Request for Proposal for outpatient and school based services that are currently provided by a contract in place in excess of five years.

FISCAL IMPACT:

The anticipated start date of the contract issued as a result of this RFP is July 1, 2013. Funding for the agreement, estimated at \$2,754,616, will be included in the Fiscal Year 2013-2014 Proposed Budget. There is no impact to the General fund in either Fiscal Year 2012-2013 or 2013-2014.

BOARD ACTION AS FOLLOWS:

No. 2012-493

On motion of Supervisor Monteith, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

In compliance with County and Department policy, Behavioral Health and Recovery Services (BHRS) is using a competitive process for contract provider programs that have been renewed annually for five or more years. This will ensure that the best possible services are being delivered to clients in the most cost-effective way and with the least possible disruption to their lives. BHRS is seeking authorization to issue a Request for Proposal (RFP) for the outpatient and school based services program in the Children's System of Care. The outpatient school based programs provide services at 31 school sites in Stanislaus County. At each school site they assign a clinical staff to deliver counseling, case management, crisis intervention, teacher/staff consultations, parenting education and parent mentoring. Services are an early intervention level of mental health programming. The goal is to provide services to help children and families at the lowest level of care in their community. Providing these services through a community based contractor is far more cost effective for BHRS.

The Department will work with the General Services Agency to issue the RFP and will return to the Board with the recommended award of an agreement for these services.

POLICY ISSUE:

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with community providers to deliver needed services at an appropriate level of care in a cost effective manner.

STAFFING IMPACT:

The department has existing staff available to support this contracting effort.

CONTACT PERSON:

Shannyn McDonald, Children's System of Care Chief. Telephone 525-6225.



Stanislaus County Request for Proposal

Outpatient and School Based Services

**Pre-Conference Date
October 24, 2012 at TBD**

**Closing Date and Time Due
November 28, 2012 at 2:30 p.m.**

Proposers are required to submit an original and six (6) additional copies of their proposal response (including all required attachments) to the address below. Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected.

**Deliver to:
Stanislaus County
General Service Agency/Purchasing Division
1010 10th Street Suite #5400
Modesto, CA 95354
(209) 525-6319**

Any changes to this RFP are invalid unless specifically modified by Stanislaus County (County) and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the County's copy shall prevail. All addenda and notices related to this solicitation will be posted by the County on PlanetBids®. In the event this RFP is obtained through any means other than PlanetBids®, the County will not be responsible for the completeness, accuracy or timeliness of the final RFP document.

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SECTION ONE—INTRODUCTION

1.1 Statement of Purpose

The County of Stanislaus (County) is seeking proposals from qualified and experienced organizations for the provision of Outpatient and School Based Services (OP-SBS) on behalf of the County's Behavioral Health and Recovery Services.

The selected proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. All proposers, however, must explain thoroughly how their offering meets the minimum service and deliverable expectations specified in the RFP. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

This RFP contains the instructions governing the requirements for proposals including the format in which proposal information is to be submitted and the material to be included; the requirements that must be met to be eligible for consideration; and the responsibilities of proposer before and after implementation.

1.2 Scope of Services

It is the proposer's responsibility to propose a complete Scope of Work that explains in detail the proposer's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in the resultant agreement. The RFP contains the minimum list of services and deliverables the selected proposer is expected to provide the County.

1.3 Contract Duration

The County intends to enter into a contract with an effective period of July 1, 2013 – June 30, 2014. The County reserves the right to extend this contract on a year-to-year basis; however, in no case shall the renewal extend beyond four (4) years from the expiration date of the original Agreement. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the contract and shall be based upon rates provided in the original contract and proposal.

1.4 Other Government/Publicly Funded Agencies

If mutually agreeable to all parties, the issuance of any resultant contract and/or purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. All terms and conditions as specified in the agreement shall apply.

1.5 Proposal Deadline

Original proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposals shall clearly identify the Project Name, RFP Number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so will cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require a receipt confirmation. Proposers shall respond to the RFP and any exhibits, attachments, or amendments. A proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual

proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by Stanislaus County General Services Agency (GSA).

1.6 Nondiscrimination

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.7 Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Point of Contact identified in Section 3.1 to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

SECTION TWO—RFP SCHEDULE OF EVENTS

2.1 Schedule of Events

The following Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 p.m., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

SCHEDULE OF EVENTS

1	County Issues Request for Proposal (RFP)	October 1, 2012
2	Pre-Conference	October 24, 2012
3	Question Deadline	November 5, 2012
4	Assistance to Proposers with a Disability Deadline	November 28, 2012
5	Submission Deadline— 2:30 p.m.	November 28, 2012
6	Mail - Notice of Intent to Award {Tentative}	January 10, 2013
7	Appeals Deadline	January 17, 2013
8	Board of Supervisors Authorizes Contract	February xx, 2013
9	Proposer Transition	June xx 2013
10	Begin Contract Services	July 1, 2013

2.2 Pre-Conference Requirement

MANDATORY ATTENDANCE AT PRE-CONFERENCE

Yes*

No

***If attendance is mandatory, Stanislaus County will accept proposals only from those who have attended the Pre-Conference. All other submittals shall be rejected.**

2.3 Pre-Conference

A Pre-Conference for all potential proposers is scheduled at the time and date set forth below and in the preceding Section 2.1, Schedule of Events.

PRE-CONFERENCE LOCATION

Stanislaus County

Date: October 24, 2012

Time: TBD

Address: 800 Scenic Dr.

City: Modesto

Conference Room Redwood Room

Phone: 209-525-6319

The purpose of the Pre-Conference is to discuss the work to be performed with the prospective proposers and allow for questions concerning the RFP. Proposers are strongly encouraged to (a) read through this RFP document in its entirety prior to the scheduled Pre-Conference and (b) bring the RFP document in printed format to the scheduled Pre-Conference. The Pre-Conference serves solely to clarify the contents of the RFP and is not intended to provide technical assistance to proposers or to add information to this RFP. The purpose is to answer questions; respond to previously submitted written questions; and clarify any ambiguities. Such clarification may aid potential proposers in deciding whether to submit proposals.

The response to any question that is given orally at the Pre-Conference is to be considered tentative and nonbinding on the County. After the Pre-Conference, the official response to all questions shall be published in writing by issuing an addendum. This is to ensure accurate, consistent responses to all proposers.

SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION

3.1 Proposal Inquiries

Questions, in written form, regarding this proposal should be referred to:

RFP POINT OF CONTACT

Stanislaus County	General Services Agency/Purchasing Division
1010 10 th St., Ste. 5400	Modesto, CA 95354-0859
Attention: Stephanie Shafer	Phone: 209-525-4346
E-mail: ShaferS@StanCounty.com	Fax: 209-525-7787

All inquiries are to be submitted at least ten (10) working business days prior to the proposal closing date. Any responses by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting addendum must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the contract will not be binding.

3.2 Proposal Format

Proposals must be submitted in the format identified in Section Five—Proposal Submittal Process. All items shall be completed and the signatures of all persons signing shall be written in longhand. GSA Purchasing may not consider proposals not submitted in the format specified.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope no later than 2:30 p.m., to:

Stanislaus County
GSA Purchasing Division
1010 10th Street, Suite 5400
Modesto, CA 95354-0859

3.3 Proposals Received Late

Proposals received after the time specified will be returned unopened to the respective proposer and will not be considered for evaluation. Proposals will be opened in public at 2:30 p.m. on said date at the above location.

3.4 Alternate Proposals

Alternate proposals will be considered unless otherwise stipulated.

3.5 Proposal Errors

Mistakes in a proposer's submittal must be corrected and the correction inserted; the person signing the proposal must initial the correction in ink. The County reserves the right to waive any informalities or minor irregularities in connection with proposals received.

3.6 Default or Failure to Perform

The principal protection of the County's interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds that may be required:

3.6.1 Proposal Security

If required, proposal security shall take the form of a bond, a cashier check, or a certified check, representing the proposer's firm commitment to stand behind the RFP price. The proposer's bond shall be prepared and guaranteed by a California admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the proposer's security is in the amount of ten percent (10%). See Page .

3.6.2 Performance Bonds

A performance bond may be required to secure fulfillment of all of the proposer's obligations under the contract. If required, the successful proposer shall file with the County a surety bond satisfactory to the County in the amounts noted prior to the execution of the contract or awarding of an RFP by the County. Bonds shall be duly executed by a responsible corporate surety authorized to issue such bonds in California and secured through an authorized agent with an office in California. Proposer shall pay all bond premiums, costs and incidentals. See Page .

3.6.3 Payment Bonds

If required to assure the proposer's full discharge of its obligations to subproposer, suppliers, and other labor used on the project, the successful proposer shall file with the County a surety bond issued by a California admitted surety in the amounts noted. See Page .

3.7 County Code

All provisions of the County Code are applicable to any proposal submitted or contract awarded pursuant thereto. Note: Stanislaus County enacted a Local Vendor Preference in 2008. Please see the Local Vendor Preference Notice attached hereto in Section 8.

3.8 Cash Discounts

Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Proposal price for the purposes of the Proposal evaluation. Any cash discount offered by the successful proposer will be accepted by the County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

3.9 Award

Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the proposer whose proposal is determined in writing to be the best value to the County, taking into consideration price and adherence to the specifications set forth herein. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

3.10 Right of Rejection

The County reserves the right to reject all proposals, as it may deem proper in its absolute discretion.

3.11 Form Agreement/Exceptions and Alternatives

The Sample Agreement attached to this Request for Proposal ("RFP") contains terms and conditions that will become binding upon the successful proposer upon execution of the contract. This Sample Agreement is attached solely for the purpose of informing proposers of the fixed, predetermined, standard contract provisions with which the successful proposer will be required to comply.

If the proposer suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or requirement of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Any alternatives or stated exceptions proposed must satisfy all minimum qualifications specified in this RFP. The successful proposer will otherwise be expected to sign the agreement upon award of the contract. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based thereon if determined to be in the best interest of the County.

3.12 Nondiscrimination

Stanislaus County does not unlawfully discriminate in violation of any federal, state or local law, rule or regulation because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, sex or sexual orientation.

3.13 Failure to Comply

The County cannot accept any proposal that does not comply with all of the above stated requirements.

3.14 Protest and Appeal Procedures

3.14.1 General

Potential bidders, proposers, and sub-proposers wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals that are not submitted in accordance with these procedures will not be reviewed.

3.14.2 Definitions

1. For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
2. "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
3. "Interested Party" means an actual or prospective proposer or vendor.
4. "Proposal" includes the term "offer" as used in the context of formal, informal, or negotiated procurements.

3.14.3 Protest Procedure

1. Any proposers, and sub-proposers may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award or Notice of Non-Award.

2. The protest shall be delivered by a courier or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:
 - a. Include the name, address, and business telephone number of the protestor.
 - b. Identify the project under protest by name, RFP number, and RFP date.
 - c. Contain a concise statement of the grounds for protest; provided, however, RFP processes and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to such issues should be raised and addressed, if at all, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
 - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

3.14.4 Protest Review

1. Upon receipt of a written protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the written protest.
2. If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
3. Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. Such appeal shall be delivered by a courier or sent by registered mail to the Stanislaus County Board of Supervisors, with a copy to the Purchasing Agent. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are subject to the federal appeal process set forth in paragraph 2 above, in which case the decision of the applicable federal agency shall be final.

3.15 Contract Debarment

1. The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.
2. When a procurement or contract involves the use of Federal Funding, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.
3. The Federal General Services Administration operates the web-based Excluded Parties List System (EPLS), which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).
4. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).
5. Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b).

6. Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).
7. After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

3.16 Federal E-Verify Contracting Regulations

1. As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.
2. The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.
3. Vendors awarded a federal contract that includes the E-Verify clause will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require vendor's Human Resource Department to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.
4. Failure to adhere to this new standard may jeopardize vendor's Federal contracting status. Further information and instructions are available at www.uscis.gov/e-verify.

SECTION FOUR—TERMS AND CONDITIONS

4.1 Cost of Preparation of Proposal

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the proposer.

4.2 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Proposers shall be responsible for identifying information in their responses deemed to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information shall be held in confidence whenever possible. All other information shall be considered public after the award of the RFP.

4.3 Public Records Act

All proposals become public information no later than after the award of the RFP, with the exception of those portions of a proposal that are identified at the time of the submittal by the proposer as “Confidential” or “Proprietary” and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

4.4 Modification of Scope of Work

The Scope of Work may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the contract.

4.5 Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

4.6 Examination of Proposal Documents

Proposers shall carefully examine the specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them. Any questions or concerns that arise shall be submitted in writing to the contact person identified in Section 3.1 prior to the question deadline.

Should a proposer find discrepancies in, or omissions from, the specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify the Stanislaus County Purchasing Division. Notification is to be in written form and must be submitted at least ten (10) days prior to the proposal closing date. Any interpretations by the County will be made in the form of a written addendum. Any change in requirements will also be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

4.7 Insurance Provisions

The "Insurance Provisions" contained in Section 6 of the Sample Agreement are hereby made a part of this RFP and any resultant contract. The proposer shall acknowledge in their proposal responses their ability to meet the below insurance requirements and the requirements contained in the Sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting and/or containing the following:

1. Policy limits of insurance as required in the Sample Agreement Page ;
2. Deductibles shall be declared;
3. NAIC# for insurers shall be provided on the certificate;
4. 30 - day notice of cancellation;
5. Certificate Holder is "Stanislaus County;"
6. Endorsement naming "Stanislaus County" as additional insured (GL and Auto);
7. Waiver of subrogation (Worker's Compensation Page of the Sample Agreement);
8. Carrier admitted/licensed to issue insurance in California; and
9. Best's rating of no less than A-, and Financial Size Category of at least VII.

An "Insurance Checklist" is included in this RFP package on Page .

4.8 Sample Agreement

A Sample Agreement is attached solely for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply and, with the exception of the insurance requirements set forth therein and described in detail in section 4.7 above, do not constitute requirements of this RFP. These provisions are subject to revision by the County at any time prior to the signing of the agreement.

The submission of a proposal shall be considered an agreement to all the terms, conditions (including insurance requirements) and specifications set forth in this RFP and in the various proposal documents, unless specifically noted otherwise in the proposal.

SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

5.1 Submittal Documents

Proposers shall submit the following documents as a response to this RFP:

1. Signed Proposal Cover Page;
2. Local Vendor Preference;
3. RFP package completed and signed;
4. Exceptions to the terms and conditions of this RFP;
5. Exception to the Sample Agreement;
6. Insurance Checklist;
7. Signed Non-Collusion Affidavit;
8. Bond Requirements;
9. Response Clarification Addendum; and
10. Pricing.

Proposals shall contain all of the elements set forth in Section 5.2 below and shall be submitted in two (2) separately sealed envelopes, each clearly identifying the project name, number and closing date. The envelopes shall be marked as follows:

1. One marked "PROPOSAL" which shall consist of items 1 - 10 above and include both qualifications and company financials (Note that company financials are not required to be included in the additional copies of the proposals but only the original); and
2. One marked "RFP PRICING/FEE SCHEDULE" which shall include pricing/fee schedule only.

5.2 Proposal Submittal

Proposals shall be submitted to the General Services Agency Purchasing Division at the place and time specified in this notice.

5.3 Proposal Elements

The "PROPOSAL" response shall be divided into three parts:

Part One – Financial Reports

Part Two – Qualifications and Experience

Part Three – Budget Worksheet Proposal

Each part shall be preceded by a 8 ½" by 11" tab divider, with each part clearly labeled. Proposal documents not identified above shall be included in a section labeled "Other RFP documents."

Below are the detailed elements of part of the proposal. Proposers shall address these elements as indicated:

5.3.1 Part One—Financial Reports

Proposers are required to submit only one copy of Financial Reports in original response only which includes detailed information about the proposer's financial condition, which includes the following information:

1. W9 form Request for Taxpayer Identification Number and Certification;
2. Statement of Income and Retained Earnings, last five (5) years, prepared by an independent auditing firm.
3. Changes in financial position last five (5) years.
4. Balance sheet, last five (5) years prepared by an independent auditing firm.

5. Latest interim Balance Sheet and Income Sheet prepared by an independent auditing firm.
6. Proof of insurance satisfactory and acceptable to the County as evidence that insurance meets the requirements set forth in Section 6, Insurance, of the Sample Agreement included in the RFP package.
7. List of bonding and insurance companies, including addresses, telephone numbers, and contacts.
8. Identify what percent of proposer's annual revenue this contract shall represent.

Please note that Proposers may not submit income tax returns in lieu of the above requested items.

5.3.2 Part Two—Qualification Proposal

Please submit proposer's qualification proposal, which includes a complete corporate profile of proposer outlining proposer's background, philosophy and experience and other pertinent information about proposer's ability to perform the work. This section shall include responses to the following:

A. Organization Qualifications:

1. Evidence of proposer's authority to conduct business within the state of California.
2. Brief history of the firm, including ownership structure, key principles and current organizational structure.
3. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management.
4. Identify the staff to be assigned to this project and their relevant experience and qualifications to this project and whether they will be full-time or part-time. Attach resumes of individuals who will be in management or supervisory positions relative to the program and services described in this RFP. Include certifications and licenses for all of the above.
5. Submit a detailed description of expected sub-proposer(s) who might be involved, including a general overview of the firm and brief resumes of key personnel.
6. Submit employee background check policies and procedures as well as security policies and procedures.
7. List of references of firms for whom services have been provided by proposer. List names, addresses, telephone numbers and contact persons.

B. Capacity and Experience:

1. Provide additional information about your organization, including:
 - Numbers of years in business under present and prior business names.
 - Size of budget.
 - Number of Staff.
 - Accomplishments and awards.
 - Vision and mission.
2. Describe your experience providing Outpatient and School Based Services. Specifically mental health, case management and support services, including assessment, individual, family and group therapy. Include the communities and schools where you intend to provide services.
3. Provide a description of your history working with diverse client populations, including those with ethnic, linguistic and/or economic diversity. Include how you have integrated cultural competence into the services you provide.
4. Document your ability to start and operate the Outpatient and School Based Services by July 1, 2013.

5. Document your fiscal capacity to cover start-up costs and your administrative capacity to handle billing, fiscal and data reporting requirements.

C. Community Integration:

1. Explain how you are locally integrated in the community.
2. Describe your history of community partnership and connectedness to your community resources to deliver individualized, community-based services.
3. Explain how you integrate individuals and families into their communities, connecting with support of the community and developing community resources that support recovery and resilience.

D. Program Operations:

1. Describe how you would operate the Outpatient and School Based Services program with Services, Outcomes, and Reporting as described in the Sample Agreement, Exhibit A, including hours of operation and additional details needed to fully describe the program.
2. Identify the physical location(s) where you would deliver the services, whether it is owned or leased and what other programs or businesses are co-located in that facility. With regard to the list of schools in the Sample Agreement, Exhibit B, indicate whether you can deliver services to these specific school sites and/or list specific schools where you would plan to deliver services.
3. Supply copies of any policies and procedures you currently have that apply to your organization and the delivery of the services in this RFP or similar services. If you do not currently provide these or similar services, list what policies and procedures you believe will be needed in order to operate a program to deliver the services in this RFP.

5.3.3 Part Three — Budget Worksheet Proposals

1. Respondents to this RFP shall provide a budget worksheet for twelve months of operation at full anticipated capacity. The final terms of an agreement negotiated with the successful respondent may vary from the proposed budget submitted by the respondents to this RFP.

The County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the budget worksheet proposal.

SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

6.1 Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County. The following describes the evaluation process and associated components.

6.2 Selection Process

The County shall name, for the purpose of evaluating the proposals received in response to this RFP, establish an Evaluation Committee (EC) composed of representatives from the County. The County may elect to include as part of the Committee qualified representatives from other agencies or entities.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the proposer concerning the type of information that shall be used by the EC. Proposers shall be prepared to respond to requests by the EC for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at its option, may award this proposal on the basis of the initial proposals.

6.3 Evaluation Phases

It is anticipated that the following steps will be performed by the EC in evaluating proposals; however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.

- Phase I Review and Evaluate Proposals Submission and Financials
- Phase II Evaluation of Qualifications, Interviews and Reference Checks
- Phase III Pricing

6.3.1 Phase One Pass/Fail

Phase One is a pass/fail evaluation for submission completeness and financial review. Purchasing will conduct a pass/fail analysis of (a) each submitted Proposal for completeness and (b) the financial stability of each proposer. During Phase One, the RFP-Pricing will remain unopened and be retained by the County's Purchasing Division. Upon completion of its analysis, Purchasing, will forward those Proposals that have passed Phase I the Evaluation Committee (EC). The RFP Pricing/Fee Schedules will remain with the Purchasing Division until the EC has completed the evaluation of the Proposals.

6.3.2 Phase Two Proposal Evaluation

In Phase Two, the EC will review and evaluate the proposals and the qualifications of the proposers, and each proposer will be given a score. During this phase reference checks will be performed, and proposers may be interviewed. Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work contemplated herein shall be placed on an "interview list." Those on the interview list shall be requested to make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential proposers.

6.3.3 Phase Three Pricing/Fee Schedules

In Phase Three, Purchasing shall forward all RFP Pricing/Fee Schedules to the EC for evaluation the EC shall review the RFP Pricing/Fee Schedules and select/recommend the proposal which is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

The EC shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature. In such cases a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

EVALUATION CATEGORIES—THREE PHASES	MAXIMUM POINTS
Phase I – Review and Evaluate Financials	Pass/Fail
PHASE II	MAXIMUM POINTS
Phase II – Organizational Qualifications	15
Phase II – Capacity and Experience	15
Phase II – Community Integration	10
Phase II – Program Operations	45
Phase II – Budget	15
TOTAL POSSIBLE WEIGHT OR POINTS:	100

6.4 Award

Award will be made to the proposer whose proposal best meets the criteria set forth herein and provides the best value to the County, with price and all other factors considered.

SECTION SEVEN—STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFP and the proposer selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated proposer. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the proposer and the County Purchasing Agent and by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the payment terms and conditions set forth in the final contract. No payment shall be made until the contract is fully executed and approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the proposer regardless of whether work was done in good faith and upon verbal direction to proceed with the delivery of services, if such direction occurs before (a) the contract start date specified by the contract or (b) contract approval by County officials as required by applicable statutes and rules of the County of Stanislaus.

7.3 RFP and Proposal Incorporated into Final Contract

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

7.4 Contract Monitoring

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

7.5 Contract Amendment

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

**Stanislaus County
Request for Proposal**

Attachments:

Sample Agreement

Non-Collusion Affidavit to be Executed by Proposer and Submitted

Non-Collusion Affidavit Signature Page

Insurance Checklist

Bond Requirements

Proposal Cover Page

Local Vendor Preference Notice

Response Clarification Addendum

Proposal Checklist



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

(Please sign on the following page)

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

I declare under penalty of perjury that the foregoing is true and correct.

RFP PROPOSERS INFORMATION

Name of Proposer:

Primary Contact for Proposing Agency:

Business Address:

City:

Zip Code:

State:

Phone:

Fax #:

Taxpayer ID #:

Business License #:

E-mail:

Type of Business:

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Individual doing business under own name | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Individual doing business using a firm name | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Joint Venture—attach agreement | |

Date Signed:

Print Name:

Signature:

Initials:

Title:

To be signed by authorized corporate officer or partner or individual submitting the proposal.

The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may result in criminal prosecution.

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE CHECKLIST

Name of Proposer:

	General Liability	Auto	Workers' Compensation
NAIC # of insurers is provided on the certificate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policy limits of insurance meet requirements in the agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deductibles are declared and approved or waived by County.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expiration date of policy is six months or more into the future.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30 day notice of cancellation included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificate Holder is "Stanislaus County."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Endorsement naming "Stanislaus County" as "Additional Insured" included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waiver of subrogation endorsement included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carrier is admitted/licensed to issue insurance in California.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Best's rating of no less than A-, and Financial Size Category of at least VII.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pollution Insurance requirement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resource Help:

LESLI surplus line carrier is okay if no California carrier writes the insurance. If carrier is reinsured, must be approved by County Counsel.

If not in California:

[http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list\\$.startup](http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list$.startup)

For all "Insurers" listed on Certificate; State Fund is okay/an exception

For information on ratings:

<http://www3.ambest.com/ratings/advanced.asp?bl=0&Menu=Search+Best%27s+Ratings>

BOND REQUIREMENTS

Section 3, General Requirements and Information, describes the specific security/bonding requirements. If required, only the successful Proposer shall submit a performance and payment bond as described in this RFP.

BOND REQUIRED

Proposal Security required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 10% of the Project Price
Performance Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100%
Payment Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100%

FOR COUNTY USE ONLY

Proposal was opened on the following date and at the prescribed place.

FOR COUNTY USE ONLY

Cashiers or Certified Check drawn on a California Bank.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Surety Bond	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Date:

Stanislaus County General Services Agency Purchasing Division

Signature:

Initials:

Title:



PROPOSAL COVER PAGE

The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

RFP PROPOSERS INFORMATION

Name of Proposing Agency:

Primary Contact for Proposing Agency:

Project Name:

RFP #: 12-50-SS

RFP Closing Date:

Business Address:

City:

Zip Code:

State:

Phone:

Fax #:

Taxpayer ID #:

Business License #:

E-mail:

Phone:

Date Signed:

Print Name:

Signature:

Initials:

Title:

FOR COUNTY USE ONLY

Proposal Number:

Date:

Received by:

Title:



LOCAL VENDOR PREFERENCE NOTICE

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL VENDOR PREFERENCE

Stanislaus County (County) has established a local vendor preference (see Stanislaus County Code § 2.24.125) which defines a local vendor as any business that:

1. Has a fixed office or distribution point located within the county of Stanislaus for at least one year prior to the transaction for which preference is claimed (post office boxes do not qualify as a verifiable business address; and.
2. Holds a valid business license issued by the County or a city within the County; and
3. Employs at least one full-time employee whose primary residence is located in Stanislaus County; or if the vendor has no employees, at least fifty percent (50%) of vendor's business shall be owned by one or more persons whose primary residence is located in Stanislaus County.

Individual County Buyers evaluate bids, quotes and proposals considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (209) 525-6319. Each vendor is encouraged to quote the lowest price at which items or services listed in County proposals can be furnished.

	Yes	No
1. Do you claim local vendor preference? If so, please complete		
2. Do you conduct business in an office with a physical location within Stanislaus County?		
(a) If yes, provide business address: _____ _____		
(b) Date on which business was established at this address: _____		
3. Does your business hold a valid business license issued by Stanislaus County or a city within Stanislaus County?		
(a) If yes, provide license number (_____) and name of local agency which issued license (_____)		
4. Do you have either:		
(a) At least one full-time employee whose primary residence is located in Stanislaus County		
(b) If you have no employees, is at least fifty percent (50%) of your business owned by one or more persons whose primary residence is located in Stanislaus County?		

Proposer's Name (printed):	
Proposer's Signature:	
Title:	



RESPONSE CLARIFICATION ADDENDUM

RESPONSE CLARIFICATION ADDENDUM

Addendum Number

Dated

Date Received

Initials

Print Proposers Name:

Proposers Signature:

Title:

Signed addenda/addendum to be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.



PROPOSAL CHECKLIST

SUBMITTAL CHECKLIST

	YES	NO
1 Signed Proposal Cover Page.	<input type="checkbox"/>	<input type="checkbox"/>
2 Local Vendor Preference Notice	<input type="checkbox"/>	<input type="checkbox"/>
3 RFP package completed and signed. Submit an original and six (6) additional signed copies.	<input type="checkbox"/>	<input type="checkbox"/>
4 W9 form Request for Taxpayer Identification Number and Certification.	<input type="checkbox"/>	<input type="checkbox"/>
5 Exceptions to the terms and conditions of this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
6 Exception to the Sample Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
7 Insurance Checklist.	<input type="checkbox"/>	<input type="checkbox"/>
8 One separately sealed envelope marked " PROPOSAL "	<input type="checkbox"/>	<input type="checkbox"/>
9 One separately sealed envelope marked " RFP-PRICING "	<input type="checkbox"/>	<input type="checkbox"/>
10 Signed Non-Collusion Affidavit.	<input type="checkbox"/>	<input type="checkbox"/>
11 Bond Requirements.	<input type="checkbox"/>	<input type="checkbox"/>
12 Response Clarification Addendum	<input type="checkbox"/>	<input type="checkbox"/>

Please return this checklist with your Request for Proposal submittal packet.



PROVIDER AGREEMENT

BETWEEN

STANISLAUS COUNTY

BEHAVIORAL HEALTH AND RECOVERY SERVICES

AND

**OUTPATIENT SERVICES
SCHOOL BASED SERVICES**

JULY 1, 2013 – JUNE 30, 2014

Sample Agreement – May be Subject to Negotiations



Stanislaus County Request for Proposal

Outpatient and School Based Services

**Pre-Conference Date
October 24, 2012 at TBD**

**Closing Date and Time Due
November 28, 2012 at 2:30 p.m.**

Proposers are required to submit an original and six (6) additional copies of their proposal response (including all required attachments) to the address below. Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected.

**Deliver to:
Stanislaus County
General Service Agency/Purchasing Division
1010 10th Street Suite #5400
Modesto, CA 95354
(209) 525-6319**

Any changes to this RFP are invalid unless specifically modified by Stanislaus County (County) and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the County's copy shall prevail. All addenda and notices related to this solicitation will be posted by the County on PlanetBids®. In the event this RFP is obtained through any means other than PlanetBids®, the County will not be responsible for the completeness, accuracy or timeliness of the final RFP document.

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SECTION ONE—INTRODUCTION

1.1 Statement of Purpose

The County of Stanislaus (County) is seeking proposals from qualified and experienced organizations for the provision of Outpatient and School Based Services (OP-SBS) on behalf of the County's Behavioral Health and Recovery Services.

The selected proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. All proposers, however, must explain thoroughly how their offering meets the minimum service and deliverable expectations specified in the RFP. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

This RFP contains the instructions governing the requirements for proposals including the format in which proposal information is to be submitted and the material to be included; the requirements that must be met to be eligible for consideration; and the responsibilities of proposer before and after implementation.

1.2 Scope of Services

It is the proposer's responsibility to propose a complete Scope of Work that explains in detail the proposer's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in the resultant agreement. The RFP contains the minimum list of services and deliverables the selected proposer is expected to provide the County.

1.3 Contract Duration

The County intends to enter into a contract with an effective period of July 1, 2013 – June 30, 2014. The County reserves the right to extend this contract on a year-to-year basis; however, in no case shall the renewal extend beyond four (4) years from the expiration date of the original Agreement. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the contract and shall be based upon rates provided in the original contract and proposal.

1.4 Other Government/Publicly Funded Agencies

If mutually agreeable to all parties, the issuance of any resultant contract and/or purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. All terms and conditions as specified in the agreement shall apply.

1.5 Proposal Deadline

Original proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposals shall clearly identify the Project Name, RFP Number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so will cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require a receipt confirmation. Proposers shall respond to the RFP and any exhibits, attachments, or amendments. A proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual

proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by Stanislaus County General Services Agency (GSA).

1.6 Nondiscrimination

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.7 Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Point of Contact identified in Section 3.1 to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

SECTION TWO—RFP SCHEDULE OF EVENTS

2.1 Schedule of Events

The following Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 p.m., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

SCHEDULE OF EVENTS

1	County Issues Request for Proposal (RFP)	October 1, 2012
2	Pre-Conference	October 24, 2012
3	Question Deadline	November 5, 2012
4	Assistance to Proposers with a Disability Deadline	November 28, 2012
5	Submission Deadline—2:30 p.m.	November 28, 2012
6	Mail - Notice of Intent to Award {Tentative}	January 10, 2013
7	Appeals Deadline	January 17, 2013
8	Board of Supervisors Authorizes Contract	February xx, 2013
9	Proposer Transition	June xx 2013
10	Begin Contract Services	July 1, 2013

2.2 Pre-Conference Requirement

MANDATORY ATTENDANCE AT PRE-CONFERENCE

Yes*

No

***If attendance is mandatory, Stanislaus County will accept proposals only from those who have attended the Pre-Conference. All other submittals shall be rejected.**

2.3 Pre-Conference

A Pre-Conference for all potential proposers is scheduled at the time and date set forth below and in the preceding Section 2.1, Schedule of Events.

PRE-CONFERENCE LOCATION

Stanislaus County

Date: October 24, 2012

Time: TBD

Address: 800 Scenic Dr.

City: Modesto

Conference Room Redwood Room

Phone: 209-525-6319

The purpose of the Pre-Conference is to discuss the work to be performed with the prospective proposers and allow for questions concerning the RFP. Proposers are strongly encouraged to (a) read through this RFP document in its entirety prior to the scheduled Pre-Conference and (b) bring the RFP document in printed format to the scheduled Pre-Conference. The Pre-Conference serves solely to clarify the contents of the RFP and is not intended to provide technical assistance to proposers or to add information to this RFP. The purpose is to answer questions; respond to previously submitted written questions; and clarify any ambiguities. Such clarification may aid potential proposers in deciding whether to submit proposals.

The response to any question that is given orally at the Pre-Conference is to be considered tentative and nonbinding on the County. After the Pre-Conference, the official response to all questions shall be published in writing by issuing an addendum. This is to ensure accurate, consistent responses to all proposers.

SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION

3.1 Proposal Inquiries

Questions, in written form, regarding this proposal should be referred to:

RFP POINT OF CONTACT

Stanislaus County

1010 10th St., Ste. 5400

Attention: Stephanie Shafer

E-mail: ShaferS@StanCounty.com

General Services Agency/Purchasing Division

Modesto, CA 95354-0859

Phone: 209-525-4346

Fax: 209-525-7787

All inquiries are to be submitted at least ten (10) working business days prior to the proposal closing date. Any responses by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting addendum must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the contract will not be binding.

3.2 Proposal Format

Proposals must be submitted in the format identified in Section Five—Proposal Submittal Process. All items shall be completed and the signatures of all persons signing shall be written in longhand. GSA Purchasing may not consider proposals not submitted in the format specified.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope no later than 2:30 p.m., to:

Stanislaus County
GSA Purchasing Division
1010 10th Street, Suite 5400
Modesto, CA 95354-0859

3.3 Proposals Received Late

Proposals received after the time specified will be returned unopened to the respective proposer and will not be considered for evaluation. Proposals will be opened in public at 2:30 p.m. on said date at the above location.

3.4 Alternate Proposals

Alternate proposals will be considered unless otherwise stipulated.

3.5 Proposal Errors

Mistakes in a proposer's submittal must be corrected and the correction inserted; the person signing the proposal must initial the correction in ink. The County reserves the right to waive any informalities or minor irregularities in connection with proposals received.

3.6 Default or Failure to Perform

The principal protection of the County's interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds that may be required:

3.6.1 Proposal Security

If required, proposal security shall take the form of a bond, a cashier check, or a certified check, representing the proposer's firm commitment to stand behind the RFP price. The proposer's bond shall be prepared and guaranteed by a California admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the proposer's security is in the amount of ten percent (10%). See Page .

3.6.2 Performance Bonds

A performance bond may be required to secure fulfillment of all of the proposer's obligations under the contract. If required, the successful proposer shall file with the County a surety bond satisfactory to the County in the amounts noted prior to the execution of the contract or awarding of an RFP by the County. Bonds shall be duly executed by a responsible corporate surety authorized to issue such bonds in California and secured through an authorized agent with an office in California. Proposer shall pay all bond premiums, costs and incidentals. See Page .

3.6.3 Payment Bonds

If required to assure the proposer's full discharge of its obligations to subproposer, suppliers, and other labor used on the project, the successful proposer shall file with the County a surety bond issued by a California admitted surety in the amounts noted. See Page .

3.7 County Code

All provisions of the County Code are applicable to any proposal submitted or contract awarded pursuant thereto. Note: Stanislaus County enacted a Local Vendor Preference in 2008. Please see the Local Vendor Preference Notice attached hereto in Section 8.

3.8 Cash Discounts

Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Proposal price for the purposes of the Proposal evaluation. Any cash discount offered by the successful proposer will be accepted by the County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

3.9 Award

Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the proposer whose proposal is determined in writing to be the best value to the County, taking into consideration price and adherence to the specifications set forth herein. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

3.10 Right of Rejection

The County reserves the right to reject all proposals, as it may deem proper in its absolute discretion.

3.11 Form Agreement/Exceptions and Alternatives

The Sample Agreement attached to this Request for Proposal ("RFP") contains terms and conditions that will become binding upon the successful proposer upon execution of the contract. This Sample Agreement is attached solely for the purpose of informing proposers of the fixed, predetermined, standard contract provisions with which the successful proposer will be required to comply.

If the proposer suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or requirement of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Any alternatives or stated exceptions proposed must satisfy all minimum qualifications specified in this RFP. The successful proposer will otherwise be expected to sign the agreement upon award of the contract. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based thereon if determined to be in the best interest of the County.

3.12 Nondiscrimination

Stanislaus County does not unlawfully discriminate in violation of any federal, state or local law, rule or regulation because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, sex or sexual orientation.

3.13 Failure to Comply

The County cannot accept any proposal that does not comply with all of the above stated requirements.

3.14 Protest and Appeal Procedures

3.14.1 General

Potential bidders, proposers, and sub-proposers wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals that are not submitted in accordance with these procedures will not be reviewed.

3.14.2 Definitions

1. For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
2. "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
3. "Interested Party" means an actual or prospective proposer or vendor.
4. "Proposal" includes the term "offer" as used in the context of formal, informal, or negotiated procurements.

3.14.3 Protest Procedure

1. Any proposers, and sub-proposers may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award or Notice of Non-Award.

2. The protest shall be delivered by a courier or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:
 - a. Include the name, address, and business telephone number of the protestor.
 - b. Identify the project under protest by name, RFP number, and RFP date.
 - c. Contain a concise statement of the grounds for protest; provided, however, RFP processes and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to such issues should be raised and addressed, if at all, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
 - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

3.14.4 Protest Review

1. Upon receipt of a written protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the written protest.
2. If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
3. Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. Such appeal shall be delivered by a courier or sent by registered mail to the Stanislaus County Board of Supervisors, with a copy to the Purchasing Agent. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are subject to the federal appeal process set forth in paragraph 2 above, in which case the decision of the applicable federal agency shall be final.

3.15 Contract Debarment

1. The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.
2. When a procurement or contract involves the use of Federal Funding, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.
3. The Federal General Services Administration operates the web-based Excluded Parties List System (EPLS), which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).
4. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).
5. Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b).

6. Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).
7. After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

3.16 Federal E-Verify Contracting Regulations

1. As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.
2. The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.
3. Vendors awarded a federal contract that includes the E-Verify clause will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require vendor's Human Resource Department to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.
4. Failure to adhere to this new standard may jeopardize vendor's Federal contracting status. Further information and instructions are available at www.uscis.gov/e-verify.

SECTION FOUR—TERMS AND CONDITIONS

4.1 Cost of Preparation of Proposal

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the proposer.

4.2 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Proposers shall be responsible for identifying information in their responses deemed to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information shall be held in confidence whenever possible. All other information shall be considered public after the award of the RFP.

4.3 Public Records Act

All proposals become public information no later than after the award of the RFP, with the exception of those portions of a proposal that are identified at the time of the submittal by the proposer as "Confidential" or "Proprietary" and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

4.4 Modification of Scope of Work

The Scope of Work may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the contract.

4.5 Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

4.6 Examination of Proposal Documents

Proposers shall carefully examine the specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them. Any questions or concerns that arise shall be submitted in writing to the contact person identified in Section 3.1 prior to the question deadline.

Should a proposer find discrepancies in, or omissions from, the specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify the Stanislaus County Purchasing Division. Notification is to be in written form and must be submitted at least ten (10) days prior to the proposal closing date. Any interpretations by the County will be made in the form of a written addendum. Any change in requirements will also be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

4.7 Insurance Provisions

The "Insurance Provisions" contained in Section 6 of the Sample Agreement are hereby made a part of this RFP and any resultant contract. The proposer shall acknowledge in their proposal responses their ability to meet the below insurance requirements and the requirements contained in the Sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting and/or containing the following:

1. Policy limits of insurance as required in the Sample Agreement Page ;
2. Deductibles shall be declared;
3. NAIC# for insurers shall be provided on the certificate;
4. 30 - day notice of cancellation;
5. Certificate Holder is "Stanislaus County;"
6. Endorsement naming "Stanislaus County" as additional insured (GL and Auto);
7. Waiver of subrogation (Worker's Compensation Page of the Sample Agreement);
8. Carrier admitted/licensed to issue insurance in California; and
9. Best's rating of no less than A-, and Financial Size Category of at least VII.

An "Insurance Checklist" is included in this RFP package on Page .

4.8 Sample Agreement

A Sample Agreement is attached solely for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply and, with the exception of the insurance requirements set forth therein and described in detail in section 4.7 above, do not constitute requirements of this RFP. These provisions are subject to revision by the County at any time prior to the signing of the agreement.

The submission of a proposal shall be considered an agreement to all the terms, conditions (including insurance requirements) and specifications set forth in this RFP and in the various proposal documents, unless specifically noted otherwise in the proposal.

SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

5.1 Submittal Documents

Proposers shall submit the following documents as a response to this RFP:

1. Signed Proposal Cover Page;
2. Local Vendor Preference;
3. RFP package completed and signed;
4. Exceptions to the terms and conditions of this RFP;
5. Exception to the Sample Agreement;
6. Insurance Checklist;
7. Signed Non-Collusion Affidavit;
8. Bond Requirements;
9. Response Clarification Addendum; and
10. Pricing.

Proposals shall contain all of the elements set forth in Section 5.2 below and shall be submitted in two (2) separately sealed envelopes, each clearly identifying the project name, number and closing date. The envelopes shall be marked as follows:

1. One marked "PROPOSAL" which shall consist of items 1 - 10 above and include both qualifications and company financials (Note that company financials are not required to be included in the additional copies of the proposals but only the original); and
2. One marked "RFP PRICING/FEE SCHEDULE" which shall include pricing/fee schedule only.

5.2 Proposal Submittal

Proposals shall be submitted to the General Services Agency Purchasing Division at the place and time specified in this notice.

5.3 Proposal Elements

The "PROPOSAL" response shall be divided into three parts:

- Part One – Financial Reports**
- Part Two – Qualifications and Experience**
- Part Three – Budget Worksheet Proposal**

Each part shall be preceded by a 8 ½" by 11" tab divider, with each part clearly labeled. Proposal documents not identified above shall be included in a section labeled "Other RFP documents."

Below are the detailed elements of part of the proposal. Proposers shall address these elements as indicated:

5.3.1 Part One—Financial Reports

Proposers are required to submit only one copy of Financial Reports in original response only which includes detailed information about the proposer's financial condition, which includes the following information:

1. W9 form Request for Taxpayer Identification Number and Certification;
2. Statement of Income and Retained Earnings, last five (5) years, prepared by an independent auditing firm.
3. Changes in financial position last five (5) years.
4. Balance sheet, last five (5) years prepared by an independent auditing firm.

5. Latest interim Balance Sheet and Income Sheet prepared by an independent auditing firm.
6. Proof of insurance satisfactory and acceptable to the County as evidence that insurance meets the requirements set forth in Section 6, Insurance, of the Sample Agreement included in the RFP package.
7. List of bonding and insurance companies, including addresses, telephone numbers, and contacts.
8. Identify what percent of proposer's annual revenue this contract shall represent.

Please note that Proposers may not submit income tax returns in lieu of the above requested items.

5.3.2 Part Two—Qualification Proposal

Please submit proposer's qualification proposal, which includes a complete corporate profile of proposer outlining proposer's background, philosophy and experience and other pertinent information about proposer's ability to perform the work. This section shall include responses to the following:

A. Organization Qualifications:

1. Evidence of proposer's authority to conduct business within the state of California.
2. Brief history of the firm, including ownership structure, key principles and current organizational structure.
3. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management.
4. Identify the staff to be assigned to this project and their relevant experience and qualifications to this project and whether they will be full-time or part-time. Attach resumes of individuals who will be in management or supervisory positions relative to the program and services described in this RFP. Include certifications and licenses for all of the above.
5. Submit a detailed description of expected sub-proposer(s) who might be involved, including a general overview of the firm and brief resumes of key personnel.
6. Submit employee background check policies and procedures as well as security policies and procedures.
7. List of references of firms for whom services have been provided by proposer. List names, addresses, telephone numbers and contact persons.

B. Capacity and Experience:

1. Provide additional information about your organization, including:
 - Numbers of years in business under present and prior business names.
 - Size of budget.
 - Number of Staff.
 - Accomplishments and awards.
 - Vision and mission.
2. Describe your experience providing Outpatient and School Based Services. Specifically mental health, case management and support services, including assessment, individual, family and group therapy. Include the communities and schools where you intend to provide services.
3. Provide a description of your history working with diverse client populations, including those with ethnic, linguistic and/or economic diversity. Include how you have integrated cultural competence into the services you provide.
4. Document your ability to start and operate the Outpatient and School Based Services by July 1, 2013.

5. Document your fiscal capacity to cover start-up costs and your administrative capacity to handle billing, fiscal and data reporting requirements.

C. Community Integration:

1. Explain how you are locally integrated in the community.
2. Describe your history of community partnership and connectedness to your community resources to deliver individualized, community-based services.
3. Explain how you integrate individuals and families into their communities, connecting with support of the community and developing community resources that support recovery and resilience.

D. Program Operations:

1. Describe how you would operate the Outpatient and School Based Services program with Services, Outcomes, and Reporting as described in the Sample Agreement, Exhibit A, including hours of operation and additional details needed to fully describe the program.
2. Identify the physical location(s) where you would deliver the services, whether it is owned or leased and what other programs or businesses are co-located in that facility. With regard to the list of schools in the Sample Agreement, Exhibit B, indicate whether you can deliver services to these specific school sites and/or list specific schools where you would plan to deliver services.
3. Supply copies of any policies and procedures you currently have that apply to your organization and the delivery of the services in this RFP or similar services. If you do not currently provide these or similar services, list what policies and procedures you believe will be needed in order to operate a program to deliver the services in this RFP.

5.3.3 Part Three — Budget Worksheet Proposals

1. Respondents to this RFP shall provide a budget worksheet for twelve months of operation at full anticipated capacity. The final terms of an agreement negotiated with the successful respondent may vary from the proposed budget submitted by the respondents to this RFP.

The County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the budget worksheet proposal.

SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

6.1 Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County. The following describes the evaluation process and associated components.

6.2 Selection Process

The County shall name, for the purpose of evaluating the proposals received in response to this RFP, establish an Evaluation Committee (EC) composed of representatives from the County. The County may elect to include as part of the Committee qualified representatives from other agencies or entities.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the proposer concerning the type of information that shall be used by the EC. Proposers shall be prepared to respond to requests by the EC for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at its option, may award this proposal on the basis of the initial proposals.

6.3 Evaluation Phases

It is anticipated that the following steps will be performed by the EC in evaluating proposals; however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.

- Phase I Review and Evaluate Proposals Submission and Financials
- Phase II Evaluation of Qualifications, Interviews and Reference Checks
- Phase III Pricing

6.3.1 Phase One Pass/Fail

Phase One is a pass/fail evaluation for submission completeness and financial review. Purchasing will conduct a pass/fail analysis of (a) each submitted Proposal for completeness and (b) the financial stability of each proposer. During Phase One, the RFP-Pricing will remain unopened and be retained by the County's Purchasing Division. Upon completion of its analysis, Purchasing, will forward those Proposals that have passed Phase I the Evaluation Committee (EC). The RFP Pricing/Fee Schedules will remain with the Purchasing Division until the EC has completed the evaluation of the Proposals.

6.3.2 Phase Two Proposal Evaluation

In Phase Two, the EC will review and evaluate the proposals and the qualifications of the proposers, and each proposer will be given a score. During this phase reference checks will be performed, and proposers may be interviewed. Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work contemplated herein shall be placed on an "interview list." Those on the interview list shall be requested to make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential proposers.

6.3.3 Phase Three Pricing/Fee Schedules

In Phase Three, Purchasing shall forward all RFP Pricing/Fee Schedules to the EC for evaluation the EC shall review the RFP Pricing/Fee Schedules and select/recommend the proposal which is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

The EC shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature. In such cases a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

EVALUATION CATEGORIES—THREE PHASES	MAXIMUM POINTS
Phase I – Review and Evaluate Financials	Pass/Fail
PHASE II	MAXIMUM POINTS
Phase II – Organizational Qualifications	15
Phase II – Capacity and Experience	15
Phase II – Community Integration	10
Phase II – Program Operations	45
Phase II – Budget	15
TOTAL POSSIBLE WEIGHT OR POINTS:	100

6.4 Award

Award will be made to the proposer whose proposal best meets the criteria set forth herein and provides the best value to the County, with price and all other factors considered.

SECTION SEVEN—STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFP and the proposer selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated proposer. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the proposer and the County Purchasing Agent and by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the payment terms and conditions set forth in the final contract. No payment shall be made until the contract is fully executed and approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the proposer regardless of whether work was done in good faith and upon verbal direction to proceed with the delivery of services, if such direction occurs before (a) the contract start date specified by the contract or (b) contract approval by County officials as required by applicable statutes and rules of the County of Stanislaus.

7.3 RFP and Proposal Incorporated into Final Contract

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

7.4 Contract Monitoring

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

7.5 Contract Amendment

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

**Stanislaus County
Request for Proposal**

Attachments:

Sample Agreement

Non-Collusion Affidavit to be Executed by Proposer and Submitted

Non-Collusion Affidavit Signature Page

Insurance Checklist

Bond Requirements

Proposal Cover Page

Local Vendor Preference Notice

Response Clarification Addendum

Proposal Checklist



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

(Please sign on the following page)

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

I declare under penalty of perjury that the foregoing is true and correct.

RFP PROPOSERS INFORMATION

Name of Proposer:

Primary Contact for Proposing Agency:

Business Address:

City:

Zip Code:

State:

Phone:

Fax #:

Taxpayer ID #:

Business License #:

E-mail:

Type of Business:

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Individual doing business under own name | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Individual doing business using a firm name | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Joint Venture—attach agreement | |

Date Signed:

Print Name:

Signature:

Initials:

Title:

To be signed by authorized corporate officer or partner or individual submitting the proposal.

The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may result in criminal prosecution.

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE CHECKLIST

Name of Proposer:

	General Liability	Auto	Workers' Compensation
NAIC # of insurers is provided on the certificate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policy limits of insurance meet requirements in the agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deductibles are declared and approved or waived by County.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expiration date of policy is six months or more into the future.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30 day notice of cancellation included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificate Holder is "Stanislaus County."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Endorsement naming "Stanislaus County" as "Additional Insured" included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waiver of subrogation endorsement included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carrier is admitted/licensed to issue insurance in California.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Best's rating of no less than A-, and Financial Size Category of at least VII.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pollution Insurance requirement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resource Help:

LESLI surplus line carrier is okay if no California carrier writes the insurance. If carrier is reinsured, must be approved by County Counsel.

If not in California:

[http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list\\$.startup](http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list$.startup)

For all "Insurers" listed on Certificate; State Fund is okay/an exception

For information on ratings:

<http://www3.ambest.com/ratings/advanced.asp?bl=0&Menu=Search+Best%27s+Ratings>

BOND REQUIREMENTS

Section 3, General Requirements and Information, describes the specific security/bonding requirements. If required, only the successful Proposer shall submit a performance and payment bond as described in this RFP.

BOND REQUIRED

Proposal Security required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 10% of the Project Price
Performance Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100%
Payment Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100%

FOR COUNTY USE ONLY

Proposal was opened on the following date and at the prescribed place.

FOR COUNTY USE ONLY

Cashiers or Certified Check drawn on a California Bank.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Surety Bond	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Date:

Stanislaus County General Services Agency Purchasing Division

Signature:

Initials:

Title:



PROPOSAL COVER PAGE

The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

RFP PROPOSERS INFORMATION

Name of Proposing Agency:

Primary Contact for Proposing Agency:

Project Name:

RFP #: 12-50-SS

RFP Closing Date:

Business Address:

City:

Zip Code:

State:

Phone:

Fax #:

Taxpayer ID #:

Business License #:

E-mail:

Phone:

Date Signed:

Print Name:

Signature:

Initials:

Title:

FOR COUNTY USE ONLY

Proposal Number:

Date:

Received by:

Title:



LOCAL VENDOR PREFERENCE NOTICE

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL VENDOR PREFERENCE

Stanislaus County (County) has established a local vendor preference (see Stanislaus County Code § 2.24.125) which defines a local vendor as any business that:

1. Has a fixed office or distribution point located within the county of Stanislaus for at least one year prior to the transaction for which preference is claimed (post office boxes do not qualify as a verifiable business address; and.
2. Holds a valid business license issued by the County or a city within the County; and
3. Employs at least one full-time employee whose primary residence is located in Stanislaus County; or if the vendor has no employees, at least fifty percent (50%) of vendor's business shall be owned by one or more persons whose primary residence is located in Stanislaus County.

Individual County Buyers evaluate bids, quotes and proposals considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (209) 525-6319. Each vendor is encouraged to quote the lowest price at which items or services listed in County proposals can be furnished.

	Yes	No
1. Do you claim local vendor preference? If so, please complete		
2. Do you conduct business in an office with a physical location within Stanislaus County?		
(a) If yes, provide business address: _____ _____		
(b) Date on which business was established at this address: _____		
3. Does your business hold a valid business license issued by Stanislaus County or a city within Stanislaus County?		
(a) If yes, provide license number (_____) and name of local agency which issued license (_____)		
4. Do you have either:		
(a) At least one full-time employee whose primary residence is located in Stanislaus County		
(b) If you have no employees, is at least fifty percent (50%) of your business owned by one or more persons whose primary residence is located in Stanislaus County?		

Proposer's Name (printed):	
Proposer's Signature:	
Title:	



RESPONSE CLARIFICATION ADDENDUM

RESPONSE CLARIFICATION ADDENDUM

Addendum Number

Dated

Date Received

Initials

Print Proposers Name:

Proposers Signature:

Title:

Signed addenda/addendum to be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.



PROPOSAL CHECKLIST

SUBMITTAL CHECKLIST

	YES	NO
1 Signed Proposal Cover Page.	<input type="checkbox"/>	<input type="checkbox"/>
2 Local Vendor Preference Notice	<input type="checkbox"/>	<input type="checkbox"/>
3 RFP package completed and signed. Submit an original and six (6) additional signed copies.	<input type="checkbox"/>	<input type="checkbox"/>
4 W9 form Request for Taxpayer Identification Number and Certification.	<input type="checkbox"/>	<input type="checkbox"/>
5 Exceptions to the terms and conditions of this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
6 Exception to the Sample Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
7 Insurance Checklist.	<input type="checkbox"/>	<input type="checkbox"/>
8 One separately sealed envelope marked " PROPOSAL "	<input type="checkbox"/>	<input type="checkbox"/>
9 One separately sealed envelope marked " RFP-PRICING "	<input type="checkbox"/>	<input type="checkbox"/>
10 Signed Non-Collusion Affidavit.	<input type="checkbox"/>	<input type="checkbox"/>
11 Bond Requirements.	<input type="checkbox"/>	<input type="checkbox"/>
12 Response Clarification Addendum	<input type="checkbox"/>	<input type="checkbox"/>

Please return this checklist with your Request for Proposal submittal packet.



PROVIDER AGREEMENT

BETWEEN

STANISLAUS COUNTY

BEHAVIORAL HEALTH AND RECOVERY SERVICES

AND

**OUTPATIENT SERVICES
SCHOOL BASED SERVICES**

JULY 1, 2013 – JUNE 30, 2014

Sample Agreement – May be Subject to Negotiations

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SAMPLE

SAMPLE

AGREEMENT

This Agreement is made and entered into in the City of Modesto, State of California, by and between the **County of Stanislaus**, through **Behavioral Health and Recovery Services**, hereinafter referred to as “**COUNTY**”, and _____ with its principal place of business identified in **Section 24**, hereinafter referred to as “**CONTRACTOR**”, in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained.

WHEREAS, COUNTY, through Behavioral Health and Recovery Services, Children’s System of Care (“CSOC”) in partnership with the Local Mental Health Plan, hereinafter referred to as “PLAN”, wishes to provide mental health services for children and youth in Stanislaus County; and,

WHEREAS, CONTRACTOR wishes to provide such services as an organizational provider under the provisions of PLAN as described in Title 9 of the California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services, Subchapter 1, Article 1, beginning at Section 1810.100, (9 CCR section 1810.100 et seq.), as it may be amended from time to time, and the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code, beginning at Section 5600, as it may be amended from time to time by the California Legislature.

WHEREAS, COUNTY requires and CONTRACTOR is able to perform services that integrate community collaboration, cultural competence, be client/family driven, with a focus on wellness, recovery and resilience.

NOW THEREFORE, the parties hereby agree as follows:

1. RECITALS

The recitals set forth above are a material part of this Agreement.

2. SERVICES

2.1 The CONTRACTOR shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished. The CONTRACTOR shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in Title 9, California Code of Regulations (CCR), Sections 1820.205, 1830.205,

and 1830.210.

- 2.2 The CONTRACTOR shall make covered services available in accordance with Title 9 CCR, Section 1810.345 and with Section 1810.405 with respect to timeliness of routine services as determined by the CONTRACTOR to be sufficient to meet beneficiaries' needs.
- 2.3 The CONTRACTOR shall provide COUNTY's Medi-Cal beneficiaries with COUNTY's most current beneficiary brochure and provider list when a Medi-Cal beneficiary first receives a specialty mental health service from CONTRACTOR or upon request. CONTRACTOR may obtain copies of COUNTY's beneficiary brochure and provider list from COUNTY.
- 2.4 CONTRACTOR shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees, if enrollees of a commercial health plan receive services by CONTRACTOR.
- 2.5 Services required under this Agreement are described in the attached exhibit(s).

3. NONDISCRIMINATION

- 3.1 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- 3.2 Consistent with the requirements of applicable Federal or State Law, the

CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

4. AUTHORIZATION

- 4.1 All services must have prior authorization by COUNTY's Utilization Management.
- 4.2 A request for authorization for continued services shall be submitted by CONTRACTOR on a Client Care Plan form and received by Utilization Management prior to the expiration of the previous authorization.
- 4.3 The Utilization Management Unit may request a second opinion regarding treatment planning, after consultation with CONTRACTOR.

5. BILLING AND PAYMENT

- 5.1 Payment information is identified in the attached exhibit(s).
- 5.2 CONTRACTOR shall submit an invoice to COUNTY's Contract Manager, 800 Scenic Drive, Modesto, California 95350, on a monthly basis. CONTRACTOR shall make a good faith effort to submit claims by the tenth of each month.
- 5.3 Pursuant to CCR, Title 9, Chapter 11, Subchapter 4, a signed Claims Certification and Program Integrity, as shown in **Exhibit H**, must accompany each invoice. This certification must be signed by a duly authorized official.
- 5.4 COUNTY shall reimburse CONTRACTOR for only those services that were authorized and approved by local or State entities. COUNTY shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in COUNTY's information system.
- 5.5 Upon request by COUNTY, CONTRACTOR shall repay COUNTY for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next five (5) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with COUNTY.
- 5.6 Payment by COUNTY to CONTRACTOR shall be payment in full for services

provided.

- 5.7 CONTRACTOR shall hold harmless both the State and Medi-Cal beneficiaries in the event COUNTY can not or will not pay for services performed by CONTRACTOR pursuant to this Agreement.
- 5.8 In the event the State changes the Short-Doyle/Medi-Cal Maximum Allowance (SMA) reimbursement rates, CONTRACTOR shall be responsible for costs that exceed applicable SMAs. In no case shall payments to CONTRACTOR exceed SMAs.
- 5.9 Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that COUNTY uses to support this Agreement, the parties agree to re-negotiate the applicable terms.
- 5.10 Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.

6. CULTURAL COMPETENCY

- 6.1 CONTRACTOR shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.
- 6.2 COUNTY will provide the Cultural Competence Plan (CCP) to CONTRACTOR when submitted to the California Department of Mental Health and as updated annually.
- 6.3 CONTRACTOR shall adhere to the provisions of the COUNTY CCP, as submitted and updated, and provide information as required for submitting and updating the CCP.
- 6.4 CONTRACTOR shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. CONTRACTOR shall also document the response to the offer of interpreter services.
- 6.5 CONTRACTOR shall regularly have a representative participate in the COUNTY Cultural Competence Oversight Committee.
- 6.6 CONTRACTOR staff shall attend the COUNTY Clinical and Administrative Cultural Competency Standards training.

7. QUALITY MANAGEMENT

- 7.1 CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan and Risk Management Program. COUNTY shall have access to, and

conduct audits and reviews of, records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.

- 7.2 CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

8. COMPLIANCE

- 8.1 COUNTY has accepted as policy an Organizational Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that CONTRACTOR shall maintain a similar compliance plan for its organization, which is consistent with COUNTY's Plan.
- 8.2 CONTRACTOR shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.
- 8.3 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- 8.4 CONTRACTOR shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with CONTRACTOR.
- 8.5 CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
- 8.6 CONTRACTOR shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), or the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
- 8.6.1 CONTRACTOR shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this

section at the time of hiring.

8.6.2 CONTRACTOR shall thereafter semi-annually insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section.

8.6.3 CONTRACTOR shall immediately notify the COUNTY upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on either of the two lists in this section.

8.6.4 COUNTY provides to CONTRACTOR the following references to the two lists found in this section. COUNTY does not guarantee that these references will not change from time to time.

8.6.4.1 OIG list is currently found at the following web address:
<http://exclusions.oig.hhs.gov/>

8.6.4.2 A link to the S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp> Near the bottom of the page click, on the "Suspended & Ineligible Provider List."

8.7 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of CONTRACTOR the policies and procedures related to the Federal and State False Claims Act. CONTRACTOR agrees that it has received a copy of the False Health Care Claims Policy approved by the Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of CONTRACTOR will adhere to these policies and procedures.

9. PATIENTS' RIGHTS AND PROBLEM RESOLUTION

9.1 CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.

9.2 CONTRACTOR shall comply with the PLAN's Medi-Cal beneficiary problem resolution process as stated in the PLAN's Beneficiary Handbook. This does not preclude CONTRACTOR's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the PLAN's and other rights and processes regarding grievances and appeals, which

are guaranteed by statute.

9.3 CONTRACTOR shall ensure that each beneficiary has adequate information about the CONTRACTOR's processes to include at a minimum:

9.3.1 Description of grievance and appeal process;

9.3.2 Posting notices explaining the process procedures;

9.3.3 Making grievance forms and appeal forms along with self addressed envelopes available for beneficiaries at CONTRACTOR sites;

9.3.4 Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.

9.4 No provision of this Agreement shall be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

10. CONFIDENTIALITY AND INFORMATION SECURITY

10.1 CONTRACTOR and its officers, employees, agents representative, subcontractors and all others acting on behalf of CONTRACTOR shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the confidentiality and security of individually identifiable health information (IIHI) as required by **Exhibit D** of this Agreement.

10.2 Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist-patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

11. MONITORING/REVIEW ASSISTANCE

11.1 CONTRACTOR agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.

11.2 CONTRACTOR agrees that the COUNTY shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the

COUNTY deems necessary to monitor and audit services rendered.

- 11.3 CONTRACTOR shall provide any necessary assistance to COUNTY in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing COUNTY with any requested documentation or reports in advance of a scheduled on-site review. CONTRACTOR shall also provide any necessary assistance to COUNTY and the External Quality Review Organization contracting with the State Department of Mental Health in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. CONTRACTOR shall correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports.
- 11.4 CONTRACTOR shall participate in regularly scheduled contract monitoring designed to review various aspects of contract services, including actual costs, cost per unit, number of units, amount of required match, and State rates.

12. MEDI-CAL CERTIFICATION

- 12.1 CONTRACTOR shall maintain certification as an organizational provider of Medi-Cal specialty mental health services during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY's Contract Manager in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- 12.2 A Medi-Cal site certification review is required for all new locations. A review can only be conducted after a fire clearance on the new site is obtained. All Medi-Cal billing for services at locations not yet certified shall be suspended until a fire clearance is received and certification has been concluded. CONTRACTOR may not be reimbursed for services provided which are not Medi-Cal billable.
- 12.3 The storage and dispensing of medications on site shall be in compliance with all pertinent state and federal standards.

13. RECORDS

- 13.1 CONTRACTOR shall participate in COUNTY's outpatient medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in the COUNTY's medical record which shall be the sole medical record used by CONTRACTOR in

providing services pursuant to this Agreement.

- 13.2 CONTRACTOR shall comply with COUNTY's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, CONTRACTOR shall comply with COUNTY's documentation protocols and use of forms. COUNTY shall provide training, support, and technical assistance if needed.
- 13.3 Clinical records shall be maintained according to COUNTY standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.
- 13.4 Clinical records shall be the property of COUNTY, and maintained by CONTRACTOR in accordance with COUNTY standards.
- 13.5 Each medical record shall be returned to the COUNTY at the time the client is discharged.
- 13.6 The CONTRACTOR shall be subject to the examination and audit of the Auditor General after final payment under Government Code, Section 8546.7.
- 13.7 CONTRACTOR shall make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination, or copying by COUNTY, HHS, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at CONTRACTOR's place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping.
- 13.8 These books and records shall be maintained for a term of at least five (5) years after final payment is made and all pending matters closed, or, in the event the CONTRACTOR has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

14. REPORTING

- 14.1 CONTRACTOR shall enter all required data into the COUNTY's information

system. Data must be entered by the fourth working day of each month.

COUNTY may withhold payment for services until the entry of data is current.

- 14.2 CONTRACTOR shall prepare and submit a year-end Medi-Cal cost report for each fiscal year, as required by the State Department of Mental Health, no later than November 15th. COUNTY shall provide the appropriate report forms. If necessary, technical assistance must be requested and will be provided no later than thirty (30) days before the date the report is due.
- 14.3 CONTRACTOR shall submit a six- (6) month program report electronically to the following e-mail address; contracts@stanbhrs.org by February 15, of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.
- 14.4 CONTRACTOR shall submit a year-end program report electronically to the following e-mail address; contracts@stanbhrs.org by September 30, of each year. The report shall include a summary of the year's events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters; and inventory list.
- 14.5 CONTRACTOR shall submit an annual report on CONTRACTOR's staff language and ethnicity as of the payroll period ending closest to December 1st. This report shall be submitted electronically to BHRM Contract Services by December 31, 2011 to the following e-mail address; contracts@stanbhrs.org.
- 14.6 CONTRACTOR shall provide COUNTY with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.
- 14.7 CONTRACTOR shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

15. INVENTORY

- 15.1 CONTRACTOR shall report to COUNTY, with the annual program report, any equipment with a cost of \$1,000 or more, purchased with funds from this

Agreement. Such report shall include the item description, model and serial number (if applicable), purchase price, date of purchase and physical location of the each item.

- 15.2 CONTRACTOR shall make all equipment available during normal business hours for the COUNTY to conduct a physical inspection and/or place a COUNTY inventory tag on the equipment, if desired.
- 15.3 CONTRACTOR shall be solely responsible for maintenance of inventory while in CONTRACTOR's possession. Records evidencing maintenance and any upgrades shall be provided to COUNTY as part of the inventory in the event of termination of this Agreement.
- 15.4 COUNTY reserves title to any property purchased or financed from the proceeds of this Agreement, if such property is not fully consumed in the performance of this Agreement. This provision shall be operational even though such property may have been purchased in whole or in part by Federal funds and absent a Federal requirement for transfer of title.

16. PERSONNEL

- 16.1 CONTRACTOR shall adhere to the Statement of Compliance as specified in **Exhibit E**.
- 16.2 All CONTRACTOR staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. CONTRACTOR shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.
- 16.3 CONTRACTOR assures COUNTY that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 16.4 All personnel rendering services under this contract shall be employed by, or under contract to CONTRACTOR, and shall be appropriately supervised. Services shall be under the supervision of CONTRACTOR's Executive Director who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.
- 16.5 All staff providing service under registration with the California State Board of

Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.

- 16.6 All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).
- 16.7 CONTRACTOR shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.
- 16.8 CONTRACTOR shall follow COUNTY's procedures for registering and terminating CONTRACTOR staff from the COUNTY's information system. This shall include the CONTRACTOR providing COUNTY with the CONTRACTOR's staff information necessary for billing in the COUNTY information system in a manner designated by the COUNTY, including submitting completed registration forms and copies of current licenses.
- 16.9 All CONTRACTOR staff transporting clients under the terms of this Agreement shall have received and possess a valid California Drivers License and, if not covered by CONTRACTOR for auto insurance, shall maintain at least minimum coverage.
- 16.10 CONTRACTOR's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. CONTRACTOR shall ensure that staff providing bilingual services are fluent in their identified language.

17. CODE OF ETHICS

CONTRACTOR's Code of Ethics shall be consistent with COUNTY's Code of Ethics, a copy of which was provided to CONTRACTOR in Fiscal Year 2001/02.

18. WORKPLACE REQUIREMENTS

- 18.1 CONTRACTOR shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to COUNTY's BHRS Risk Manager within twenty-four (24) hours of time of occurrence or as soon as possible.
- 18.2 CONTRACTOR shall participate, as appropriate, in COUNTY's Root Cause Analysis investigations related to CONTRACTOR's incidents.
- 18.3 CONTRACTOR shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or

others shall be immediately appraised and addressed.

18.4 CONTRACTOR hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.

18.5 Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of any future Agreements if the COUNTY determines that any of the following has occurred: (1) the CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

19. ACKNOWLEDGEMENT

All public relations and educational material shall mention that CONTRACTOR's Program(s) is funded by the Stanislaus County Board of Supervisors and Behavioral Health and Recovery Services.

20. FINANCIAL RELATIONSHIPS

20.1 CONTRACTOR shall maintain program statistical records in the manner required by the COUNTY, State Department of Mental Health, and applicable licensing agencies, and make such records available to COUNTY upon request.

20.2 CONTRACTOR shall maintain accurate accounting records of its costs and operating expenses. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by COUNTY, the Grand Jury, the State Controller, and the State Director of the Department of Mental Health, or any of their deputies.

20.3 CONTRACTOR shall have an audit conducted by an independent auditing firm that shall be executed in accordance with generally accepted auditing standards. This audit shall be submitted to COUNTY within one hundred twenty (120) days after the end of the CONTRACTOR's fiscal year.

20.4 CONTRACTOR shall adhere to Title XIX of the Social Security Act, and conform to all other applicable Federal and State statutes and regulations.

21. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for CONTRACTOR to provide the services and work described in this Agreement shall be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement,

CONTRACTOR shall maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by CONTRACTOR at no direct expense to COUNTY. CONTRACTOR shall comply with all applicable local, state, and Federal laws, rules and regulations.

22. INDEMNIFICATION

- 22.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend COUNTY and its agents, officers, and employees against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, CONTRACTOR's obligation to indemnify the COUNTY and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the CONTRACTOR in contributing to such claim, damage, loss and expense.
- 22.2 CONTRACTOR's obligation to defend, indemnify and hold COUNTY and its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.
- 22.3 To the fullest extent permitted by law, the COUNTY shall indemnify, hold harmless and defend the CONTRACTOR and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of COUNTY and its officers or employees.

23. INSURANCE

- 23.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:
- 23.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed

operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by CONTRACTOR under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

23.1.2 Professional Liability. Professional malpractice liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the CONTRACTOR's services.

23.1.3 Automobile Liability Insurance. If CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits or no less than One Million Dollars (\$1,000,000) per incident or occurrence.

23.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, CONTRACTOR certifies under section 1861 of the Labor Code that CONTRACTOR is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONTRACTOR will comply with such provisions before commencing the performance of the work of this Agreement.

23.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by COUNTY. At the option of COUNTY, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) CONTRACTOR shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to COUNTY guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. COUNTY, in its sole discretion, may waive the requirement to reduce or eliminate

deductibles or self-insured retentions, in which case, CONTRACTOR agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of CONTRACTOR's defense and indemnification obligations as set forth in this Agreement.

- 23.3 CONTRACTOR shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the COUNTY and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of CONTRACTOR, including the insured's general supervision of its sub-contractors; (b) services, products and completed operations of CONTRACTOR; (c) premises owned, occupied or used by CONTRACTOR; and (d) automobiles owned, leased, hired or borrowed by CONTRACTOR. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against COUNTY and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by CONTRACTOR.
- 23.4 CONTRACTOR's insurance coverage shall be primary insurance regarding COUNTY and COUNTY's officers, officials and employees. Any insurance or self-insurance maintained by COUNTY or COUNTY's officers, officials and employees shall be excess of CONTRACTOR's insurance and shall not contribute with CONTRACTOR's insurance.
- 23.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY or its officers, officials, employees or volunteers.
- 23.6 CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 23.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to COUNTY. CONTRACTOR shall promptly notify, or cause the insurance carrier to promptly notify, COUNTY of any change in the insurance policy or policies required under this Agreement,

including, without limitation, any reduction in coverage or in limits of the required policy or policies.

- 23.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to COUNTY; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.
- 23.9 CONTRACTOR shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.
- 23.10 At least ten (10) days prior to the date CONTRACTOR begins performance of its obligations under this Agreement, CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of CONTRACTOR. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in COUNTY's sole and absolute discretion, approved by COUNTY. COUNTY reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 23.11 The limits of insurance described herein shall not limit the liability of CONTRACTOR and CONTRACTOR's officers, employees, agents, representatives or subcontractors.

24. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement, which either party shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

County: County of Stanislaus
Behavioral Health and Recovery Services

Attention: Contract Manager
800 Scenic Drive
Modesto, CA 95350

Contractor: _____

25. CONFLICTS

CONTRACTOR agrees that it has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

26. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or County statute, ordinance, regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated there and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

27. AMENDMENT

This Agreement may only be modified, amended, changed, added to, or subtracted from by mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

28. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

29. RELATIONSHIP OF PARTIES

This is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to be, nor create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

30. REFERENCES TO LAWS AND RULES

In the event any statute, regulation, or policy referred to in this Agreement is amended during the term of this Agreement; the parties shall comply with the amended provision as of the effective date of such amendment.

31. ASSIGNMENT

31.1 COUNTY has relied upon the skills, knowledge, experience, and training presented by CONTRACTOR, as an inducement to enter into this Agreement. CONTRACTOR shall not assign or subcontract this Agreement, either in whole or in part, without prior written consent of COUNTY, which shall not be unreasonably withheld.

31.2 CONTRACTOR shall not assign any monies due or to become due under this Agreement without the prior written consent of COUNTY.

32. AVAILABILITY OF FUNDS

Payments for services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State, and Federal funds. If Federal, State, or local entities do not appropriate sufficient funds for this program, the County has the option to terminate this Agreement or amend the Agreement to reflect any reduction of funds.

33. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

34. VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

35. TERM

35.1 This Agreement shall commence on July 1, 2013, and continue through June 30, 2014. Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to

CONTRACTOR immediately, or upon such notice, as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

35.2 In the event of termination or expiration of this Agreement, CONTRACTOR shall assist COUNTY in the orderly transfer of clients. In doing this, CONTRACTOR shall make available any pertinent information necessary for efficient case management of clients as determined by COUNTY. In no case shall a client be billed for this service.

35.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of CONTRACTOR's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, CONTRACTOR ceases to be licensed or otherwise authorized to do business in the State of California, and the CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

36. SURVIVAL

Notwithstanding any other provision of this Agreement, the following clauses shall remain in full force and effect and shall survive the expiration or termination of this Agreement: Paragraph 5, "Billing and Payment", Paragraph 10, "Confidentiality and Information Security", Paragraph 13, "Records", Paragraph 22, "Indemnification", and Paragraph 31, "Assignment".

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

Madelyn Schlaepfer, Ph. D., CEAP
Behavioral Health Director

Date

Date

APPROVED AS TO CONTENT

Adrian Carroll, MFT
Associate Director

Date

APPROVED AS TO FORM

John P. Doering, County Counsel

Vicki Fern de Castro
Deputy County Counsel

BOS Action Item, _____, _____

SAMPLE

OUTPATIENT SERVICES and SCHOOL BASED SERVICES

1. SERVICES

- 1.1 CONTRACTOR's services shall reflect the core values of the COUNTY's CSOC as identified in Exhibit F.
- 1.2 CONTRACTOR shall provide mental health, case management, and support services, including assessment, individual, family, and group therapy.
- 1.3 Provide support for medication services for COUNTY children and adolescents and their families at locations listed in Exhibit B.
- 1.4 CONTRACTOR shall follow the brief treatment model, which is:
 - 1.4.1 Short term, not to exceed nine (9) months, or as clinically appropriate;
 - 1.4.2 Group oriented when possible and appropriate;
 - 1.4.3 Focused on treatment goals that keep children with their families, improve school attendance and academic functioning, and improve individual, family, and school functioning.
 - 1.4.4 Linked with community support services, as needed.
- 1.5 CONTRACTOR shall provide access to assessment and mental health treatment services in the primary language of all referred children, up to twenty-one (21), and their foster and birth families of diverse cultures.
- 1.6 CONTRACTOR shall have in place a mechanism for a review of all open charts at no more than nine months and periodically thereafter.
- 1.7 All Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by CONTRACTOR. This requirement is a condition for reimbursement for specialty mental health services.
- 1.8 CONTRACTOR shall accept all appropriate referrals from COUNTY. If CONTRACTOR is at capacity as mutually agreed upon with COUNTY, then CONTRACTOR will collaborate with COUNTY to develop strategies to meet service needs of clients.
- 1.9 CONTRACTOR shall coordinate services, site changes, personnel reassignments, and caseload capacity with the CSOC Contract Coordinator
- 1.10 CONTRACTOR shall give priority to those persons identified as at-risk of acute psychiatric treatment, or out-of-home placement.
- 1.11 CONTRACTOR shall utilize a parent partnership program, which could include the BHRS Family Partnership Center, as needed.

- 1.12 Contractor shall provide AOD screening, assessment, and referrals in addition to developing internal staff expertise related to AOD services.
- 1.13 Discharge planning and coordination shall be a focus of treatment throughout service provision.
- 1.14 Treatment goals shall focus on avoiding out of home placement, psychiatric hospitalization, and the need for higher levels of education and mental health care.
- 1.15 CONTRACTOR agrees to assist COUNTY in developing Results Based Accountability framework for services within this Agreement.
- 1.16 Contractor shall collaborate with COUNTY in the implementation and utilization of the "40 Developmental Assets" with the client and family.
- 1.17 CONTRACTOR shall assign one or more agency representatives to attend COUNTY's scheduled CSOC QIC, Peer Reviews, and Interagency Resource Committee meetings as part of the collaborative relationship with COUNTY.
- 1.18 CONTRACTOR shall encourage and assist, as applicable, all individuals who may qualify for coverage under the Healthy Families Insurance Program to apply for such benefits.
- 1.19 Data collection requirements are addressed in Exhibit G. CONTRACTOR shall comply with additional outcomes if requested.

2. OUTCOMES

- 2.1 It is expected that assessments will occur within thirty (30) days of referral and fourteen (14) days for inpatient discharges. CONTRACTOR shall utilize a tracking system to measure this requirement. For good cause, CONTRACTOR shall notify CSOC Coordinator when unable to meet the assessment expectation.
- 2.2 It is expected that CONTRACTOR will maintain a tracking mechanism for reporting services that have included the family.
- 2.3 It is expected that CONTRACTOR will collaborate with COUNTY to continue the implementation of the Performance Outcome System for Children and Youth, in accordance with the Bronzan-McCorquodale Act of 1991.
- 2.4 It is expected that the child's ability to function in the home, school, and community will improve as indicated by parental report, school report/records, therapist evaluation and current BHRS outcome measurement tool.
- 2.5 It is expected that clients and families served by CONTRACTOR through this Agreement will report an overall positive response on consumer satisfaction surveys for all programs, with evaluation percentages equal to or greater than responses to COUNTY CSOC programs. Copies of the completed surveys should be clearly labeled and forwarded to COUNTY's Performance

Measurement.

- 2.6 It is expected that responses from Referral Agent/Collaborator Satisfaction Survey administered by CONTRACTOR in shall report an overall positive response to CONTRACTOR's services under the terms of this Agreement.
- 2.7 COUNTY and CONTRACTOR anticipate that ninety-eight percent (98%) of the client population served will be Medi-Cal or Healthy Families eligible.
- 2.8 It is expected that CONTRACTOR will make contact with their clients Primary Care Physician through the process identified in the BHRS policy and procedure 90.2.115.
- 2.9 It is expected that 80% of children receiving services will have a Primary Care Physician (PCP) noted in the PCP database.
- 2.10 It is expected that CONTRACTOR will make Primary Care Physician (PCP) contact for 70% of those children receiving services with PCPs during the term of this Agreement.
- 2.11 Program specific outcomes are included on applicable exhibit(s).

3. REPORTING

In addition to the reporting requirements set forth in Section 14 of the Agreement, the year-end report shall contain the following information:

- 3.1 Number of clients seen;
- 3.2 Number of service contacts;
- 3.3 Client demographics;
- 3.4 Client diagnoses.

4. BILLING AND PAYMENT

- 4.1 CONTRACTOR shall provide up to 2,112 hours of case management services and up to 27,644 hours of mental health services for community-based outpatient and school-based services. CONTRACTOR shall provide indirect services as necessary to fulfill the terms of this Agreement.
- 4.2 COUNTY shall reimburse CONTRACTOR through the following funding sources: 2011 Realignment funds, 1991 Realignment funds and Medi-Cal funds.
- 4.3 In consideration of CONTRACTOR's provision of services required by these Exhibits, COUNTY shall reimburse CONTRACTOR for costs associated with operating the program not to exceed \$2,754,616 (GL 5119050) for salaries, benefits, and operating expenses.
- 4.4 CONTRACTOR shall invoice COUNTY and COUNTY shall reimburse CONTRACTOR monthly at the rate of one-twelfth of the Agreement maximum.
- 4.5 CONTRACTOR shall provide COUNTY a quarterly report of actual expenditures along with a projection of annual expenditures. In the event projected annual

expenditures are less than the Agreement maximum, the monthly rate may be adjusted as agreed between both parties.

- 4.6 CONTRACTOR is expected to generate a minimum of \$1,349,762 in Federal Financial Participation (FFP), which is in part, the basis for funding this agreement. The Net Cost to COUNTY for the provision of services under this Agreement shall be \$1,404,854, which is calculated by subtracting the \$1,349,762 in required FFP from the contract maximum of \$2,754,616.
- 4.7 Medi-Cal Federal Financial Participation (FFP) revenue projections are based on a mutually agreed percentage of approved and authorized Medi-Cal units of service. Actual and projected FFP revenue shall be reviewed at regular monitoring by COUNTY and CONTRACTOR during the term of this Agreement. In the event the FFP revenue at these intervals, or projected through year-end, will not meet the budgeted amount necessary to support the program expenditures, CONTRACTOR shall submit a plan to increase revenues or reduce costs.
- 4.8 Following submission of CONTRACTOR's cost report, COUNTY and CONTRACTOR shall settle to CONTRACTOR's actual cost in approximately January 2015, not to exceed \$2,754,616 for fiscal year 2013/14, and to the Net Cost to COUNTY of \$1,404,854.
- 4.9 CONTRACTOR shall be at risk for shortfalls in FFP revenue and is therefore accountable for submitting services that are eligible for reimbursement to COUNTY's information system.
- 4.10 One (1) full-time equivalent is considered to work a total of 1,056 hours of direct service.

5. DUPLICATE COUNTERPARTS

The Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.

SAMPLE

EXHIBIT B

SCHOOL BASED and OUTPATIENT SITES

- Bret Harte Elementary School
- Ceres Unified School District
- Downey High School
- Franklin Elementary
- Hanshaw Middle School
- Hughson Healthy Start
- Peter Johansen High School
- Keyes Union Elementary
- Kirschen Elementary School
- Marshall Elementary School
- Waterford School
- Newman
- Orville Wright Elementary School
- Pace Community School
- Prescott Unified School District
- Riverbank Unified School
- Robertson Road Elementary School
- Shackelford Elementary School
- Turlock School
- Tuolumne Elementary School
- Wakefield Elementary
- Wilson Elementary

- Modesto OP Clinic
- Oakdale OP Clinic
- Juvenile Justice Subsystem

Other sites may be added to or deleted from this Agreement at various times during the term, following COUNTY approval.

SAMPLE

Budget Summary - FY 13/14

Contract Maximum SBS & O/P Combined	\$2,754,616
98% of Services Billed to Medi-Cal	\$2,699,524
Projected Revenue: FFP – 50% of Medi-Cal Services	\$1,349,762

Service Function	Total Projected Units/Minutes	Medi-cal Units Estimated @ 98%	Cost per minute	Total Amt Billed to Medi-Cal
Mental Health Services 27,644 hours	1,658,640	1,625,467	1.55	\$2,519,474
Case Management Services 2,112 hours	126,720	124,186	1.45	\$180,069
	Total amount billed to Med-Cal:			\$2,699,543
REQUIRED FFP		50%		\$1,349,762

Medi-cal revenue projections are based on 98% services being Medi-cal billable. Actual and projected revenues shall be reviewed by COUNTY and CONTRACTOR during the term of this Agreement.

In the event revenue at these intervals, or projected through year-end, will not meet the amounts Contractor shall submit a plan to increase revenues or reduce costs.

SAMPLE

**Confidentiality and Information Security Provisions
Direct Service Providers**

1. **Confidentiality** As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".
2. Permitted Uses and Disclosures of IIHI by the Contractor.
 - A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
 - B. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
 - (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
 - (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.
3. Responsibilities of the Contractor.

The Contractor agrees:

- A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

**Confidentiality and Information Security Provisions
Direct Service Providers**

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network.

- B. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- D. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

**BHRS Privacy Officer
Behavioral Health and Recovery Services
800 Scenic Drive
Modesto, CA 95320
(209) 525-6225**

- E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
4. Termination.
- A. *Termination for Cause.* Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:
 - (1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.
 - (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

**Confidentiality and Information Security Provisions
Direct Service Providers**

(3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DMH Information Security Officer of the Department of Mental Health.

- B. *Judicial or Administrative Proceedings.* County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.
- C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IHI received from County that Contractor still maintains in any form, and shall retain no copies of such IHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IHI to those purposes that make the return or destruction of such IHI infeasible. This provision shall apply to IHI that is in the possession of subcontractors or agents of the Contractor.

5. **Miscellaneous Provisions.**

- A. *Disclaimer.* County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IHI.
- B. *Assistance in Litigation or Administrative Proceedings.* Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. *No Third-Party Beneficiaries.* Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.

**Confidentiality and Information Security Provisions
Direct Service Providers**

- E. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- F. *Survival.* The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.
- G. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

SAMPLE

STATEMENT OF COMPLIANCE

- A. CONTRACTOR agrees, unless specifically exempted, compliance with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.
1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.
 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.
 3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of CONTRACTOR's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and CONTRACTOR and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Department of Mental Health's Complaint Process.
 5. All provision of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Department of Mental Health so such provisions will be binding upon each subcontractor. CONTRACTOR will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, CONTRACTOR may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interest of the State and the United States.

- B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.
1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.
 2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Mental Health's Action Complaint Process.
 3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Mental Health.
- C. The County and any subcontractor will furnish all information and reports required by the Department of Mental Health and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.
- D. The County and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.
- E. CONTRACTOR agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.

EXHIBIT F

CHILDREN'S SYSTEM OF CARE VALUES

- Family focused: we believe in keeping families together and providing what they need to be successful together
- Child centered: we work to help children be the best they can be
- Strength based: we believe that all people have strengths to build on, children, families, and staff
- We go where children and families are, in the community, at school, play and home, we go to where they need us
- We view parents as partners in our work together as staff and as partners in policy and program
- We provide culturally effective services that respect and incorporate the beliefs and values of our diverse families
- We provide outcome based services, working toward families being able to live together, function better together, stay in school, learn more and more effectively and stay out of trouble.

SAMPLE

Stanislaus County
Children's System of Care

OUTCOME MEASUREMENTS

A. SYSTEM OF CARE - TARGET POPULATION

The target population is clients under 21 years of age who have a mental disorder identified in the most recent DSM manual, which is not primarily a substance abuse diagnosis or development disorder, and have been opened to a client care plan. In order to measure the effectiveness of the Children's System of Care, performance outcome measurements are collected and routinely reported to State and local agencies. These performance outcome instruments are to be administered according to the Definitions below, based on the initial date of registration in the Stanislaus County Behavioral Health and Recovery Services, Children's System of Care, and consistent with the client care plan review cycles.

B. DEFINITIONS

1. **ENTRY/ADMITS** are defined as instruments administered to clients at the initial entry or intake for services. They are to be completed within the first sixty (60) days from the date of registration.
2. **ANNUAL/ANNIVERSARIES** are defined as instruments administered twelve (12) months after the initial date of registration and are to be completed within thirty (30) days of that date. Every subsequent twelve (12) month administration from the original registration date is considered an anniversary.
3. **DISCHARGES** are defined as instruments administered at discharge (for all services) from the Children's System of Care.
4. **OUTCOME MEASUREMENT INSTRUMENTS** are to be negotiated.

C. PROCEDURES

1. **CLIENTS** open to more than one (1) reporting unit: The service unit coordinating the client care plan reviews is responsible for assuring the instruments are administered and submitted. The registration date of the primary service unit will be the service plan review cycle for purposes of instrument data collection.
2. **CLIENTS** receiving services prior to January, 1994, are to have the instruments administered based on the initial date of registration and consistent with the client care plan review cycles.
3. **DEADLINE:** Completed instruments are to be submitted within thirty (30) days of administration to COUNTY's Quality Services.

SAMPLE

MHP Claims Certification and Program Integrity

TO: Stanislaus County, Behavioral Health and Recovery Services

I HEREBY CERTIFY based on best knowledge, information, and belief to the following: An assessment of all Medi-Cal beneficiaries were conducted in compliance with the requirements established by the Stanislaus County Mental Health Plan (MHP). The beneficiaries were eligible to receive Medi-Cal services at the time the services were provided to the beneficiaries. Medical necessity was established for each beneficiary for the services provided, for the timeframe in which the services were provided. A client plan was developed and maintained for each beneficiary that met all client plan requirements established by the MHP. For each beneficiary receiving day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization have been met and reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established by the MHP. All documentation for services meets the standards established by the MHP and is in the clinical record.

I also certify based on best knowledge, information, and belief that all claims for services provided to Medi-Cal beneficiaries were, in fact, provided to those beneficiaries.

I understand 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.

SAMPLE

Name

Date

Title

Agency