

**COUNTY OF SONOMA
DEPARTMENT OF HEALTH SERVICES**

**CRISIS ASSESSMENT AND PREVENTION
TEAM – FAMILY PARTICIPATION**

**MENTAL HEALTH DIVISION
REQUEST FOR PROPOSAL #070709**



County of Sonoma Department of Health Services
Mental Health Division
3322 Chanate Road
Santa Rosa, CA 95404
<http://www.sonoma-county.org/health/>

TABLE OF CONTENTS

SECTION 1 — INTRODUCTION	3
A. Purpose of Request For Proposal	5
B. Background	6
C. Proposal Submittal	7
D. Written Questions	7
E. Finalist Interviews – Optional	7
F. RFP Process and Key Event Dates	7
SECTION 2— CONTENT OF PROPOSALS	9
G. Proposal Instructions	9
H. General Information	10
I. Selection Process	11
J. Duration	11
K. Cancellation of Intent to Award	12
L. Appeal	12
M. Website Reference	12
SECTION 3—ATTACHMENTS	
Attachment A – Sample Service Agreement	13
Attachment B – Experience and Qualifications	25
Attachment C - RFP Scoring Guidelines	26
Attachment D – Proposal Cover Sheet	31
Attachment E – MHSA PEI Planning Principles	32
Separate Attachment: Sample Budget Detail Excel Worksheets	

Section 2: Content of Proposals	County of Sonoma Department of Health Services Crisis Assessment and Prevention Team– Family Participation RFP #:070709
------------------------------------	--

Section 1: Introduction

In November 2004, California voters approved Proposition 63, the Mental Health Services Act (MHSA). MHSA provides funding, personnel and other resources to support MHD systems. MHSA funding provides a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology and training elements to effectively support the local mental health services system throughout California. To provide an orderly implementation of MHSA programs, the California Department of Mental Health has planned for sequential phases of development for each of the six components of the MHSA approved by the MHSA Oversight Committee. An essential first step required by the MSHA was a comprehensive countywide planning process designed to involve the community in developing these programs and support systems.

Sonoma County’s public planning process for implementation of the MHSA began in the fall of 2004 and has continued over the last five years (www.sonoma-county.org/mhsa).

The Community Services and Supports (CSS) component serves individuals with serious mental illness and funds programs which were implemented in 2006.

Planning for the Prevention and Early Intervention (PEI) as required by State Department of Mental Health through the Oversight and Accountability Committee builds on the prior community planning processes. The State’s MHSA PEI Planning Principles (Attachment F) provide guidance for counties to develop an informed constituency while continually reaching out to broaden diversity and expertise.

The goals of the Prevention and Early Intervention (PEI) component are to create strategies to:

- Engage persons prior to the development of serious mental illness or serious emotional disturbances and to alleviate the need for additional mental health; or to transition the individual to extended mental health treatment.
- Build capacity for mental health prevention and early intervention services at sites where people go for other routine activities (e.g., health providers, education facilities, and community organizations).
- Ensure earlier access to mental health services, to lower the incidence of mental illness and suicide, to enhance wellness and resilience, and to reduce stigma and discrimination in Sonoma County.
- Implement PEI strategies to engage persons prior to the development of serious mental illness or serious emotional disturbances; or, in the case of early intervention, to alleviate the need for additional mental health treatment and/or to transition to extended mental health treatment.

For the PEI component of the Sonoma County Mental Health Services Act Plan, the Sonoma County Mental Health Division (MHD) built on prior planning by specifically designing innovative, evidence-based, culturally competent programs to reduce risk factors, build skills, and increase support for those at risk of developing serious mental illness. MHD convened and took input

Section 2: Content of Proposals	County of Sonoma Department of Health Services Crisis Assessment and Prevention Team– Family Participation RFP #:070709
------------------------------------	--

from stakeholders, service providers, family members, community members, and consumers in a process that resulted in the following strategies:

- Early Childhood Prevention and Early Intervention
- School-based programs
- Crisis Intervention for Individuals Experiencing First Onset
- Reduced Depression and Suicide Among Older Adults
- Reduce Disparities in Access to Mental Health Services
- System Enhancement

While PEI funding is targeted to prevent or intervene early with mental health problems the Crisis Intervention for Individuals and Experiencing First Onset of a Serious Psychiatric Illness strategy is the exception. The standards of low intensity and short duration do not apply to services for individuals experiencing first onset of serious psychiatric illness.

The following diagram depicts the Mental Health Services Act Components, which includes a description of the elements of Prevention and Early Intervention.

Mental Health Services Act Components
Community Services & Supports (CSS)
Prevention & Early Intervention
Workforce Development (WET)
Innovation
Capital & Technology

The MHD will work with varied and representative community-based organizations, including the Sonoma County Community Action Partnership and the National Association for the Advancement of Colored People (NAACP), to create community-based Requests for Proposals (RFP) Review Committees comprised of people of color, consumers and family members to evaluate all RFPs. The evaluations and recommendations of the RFP Review Committees will be reported to the Mental Health Director and the Director of Health Services.

Other Resources and Materials

www.dmh.ca.gov/

www.cimh.org/

www.networkofcare.org

www.namisonomacounty.org

www.mentalhealthcoalitionsc.org/

For information regarding best and promising practices, see

www.dmh.ca.gov/DMHDocs/docs/notices07/07_19_Enclosure6.pdf

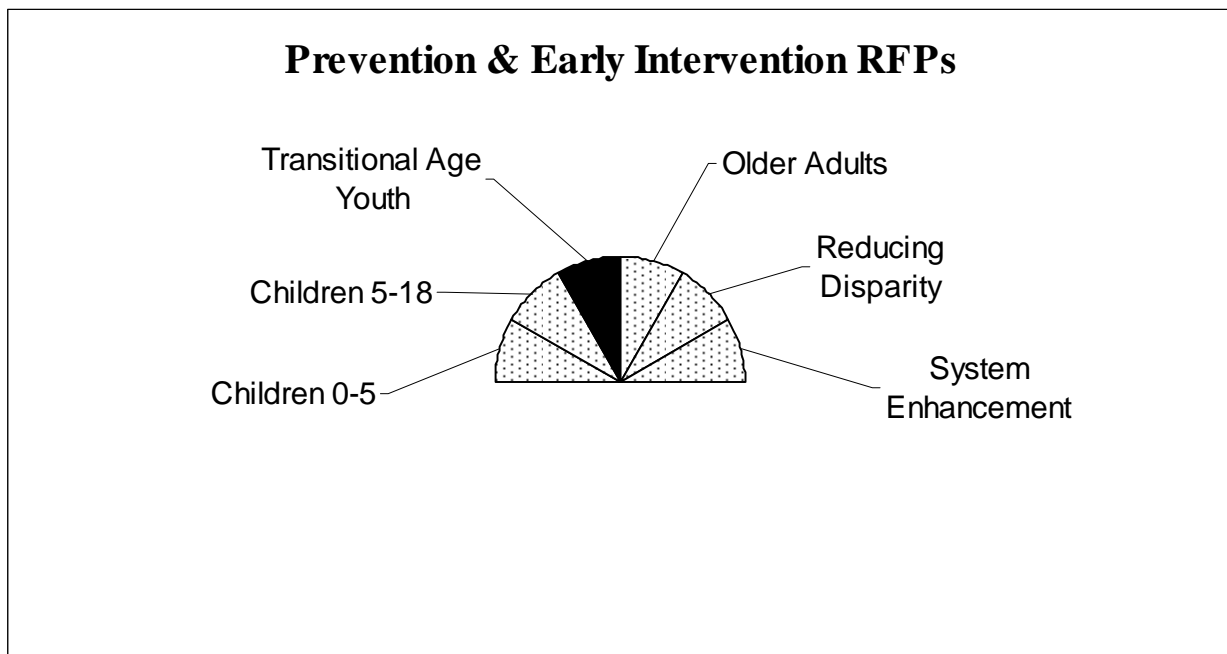
www.dmh.ca.gov/Prop_63/MHSA/Prevention_and_Early_Intervention/Resource_Materials.asp

www.uwkc.org/kcca/practices/default.asp

A. Purpose of Request For Proposal – Family-Based Advocacy and Support Services – Transitional Age Youth

This RFP outlines the information necessary to understand the Contractor selection process and the documentation that must be submitted with each proposal. Funding period will not exceed two years. County of Sonoma, Department of Health Services, Mental Health Division requests proposals for Family-Based Advocacy and Support Services for the Crisis Assessment and Prevention Team.

1. Family-Based Advocacy and Support Services will partner with the Crisis Assessment and Prevention (CAP) Team to reduce the severity of mental health problems for transition age youth, with an emphasis on supporting families to access appropriate services within the mental health services system and to provide mental health awareness and education to families. The County may award one or more contracts for the remainder of fiscal year 2009-2010 and through fiscal year 2010-2011. The total amount available for this PEI component is \$80,000.



2. Minimum Qualifications:

The successful interested agency or organization must possess the following qualifications:

- a. Experience and qualifications commensurate with and success in providing family-based advocacy and support of mental health services, including family education and assistance in navigation of the mental health system.
- b. Knowledge of and experience in working with (public, private, and faith based) school systems.

Section 2: Content of Proposals	County of Sonoma Department of Health Services Crisis Assessment and Prevention Team– Family Participation RFP #:070709
------------------------------------	--

- c. Successful experience in developing and completing a project plan for similar projects.
- d. Staff qualified to deliver the services described in the proposal.
- e. Experience delivering culturally and linguistically appropriate services in ways that account for non-traditional experiences and perspectives or demonstration of ongoing efforts to build organizational capacity to do so.

3. Scope of Services:

The MHD is requesting proposals for Family –Based Advocacy and Support Services. Interested agencies or organizations will partner with Sonoma County – Mental Health Division Crisis Assessment Prevention (CAP) Team to provide Family-Based Advocacy and Support Services. The CAP Team will focus on crisis intervention for individuals experiencing first onset of a serious psychiatric illness. Interested agencies and organizations will provide Family-Based Advocacy and Support Services Contractor to families and caregivers of individual experiencing first onset of serious psychiatric illness. Family-Based Advocacy and Support Services will:

- Provide Family-Based Advocacy and Support Services to the families and caregivers of individuals experiencing first onset of a serious psychiatric illness.
- Develop close working relationships with Santa Rosa Junior College, Sonoma County Office of Education and other community agencies¹ to provide mobile family-based services in school-based and community settings.
- Provide families and caregivers education about the mental health system.
- Assist families and caregivers to access appropriate mental health services.
- Assist MHD to train selected teachers, faculty, counselors and law enforcement personnel to recognize the warning signs of mental illness and refer to the CAP Team.

For further information on the PEI program strategies, please see the PEI Plan, as well as the Executive Summary posted on-line at www.sonoma-county.org/mhsa.

All interested agencies and organizations must meet the requirements specified in this Request for Proposal (RFP). Interested agencies and organizations must have qualified staff on hand for this project and be ready to begin work on the project initiation date specified in the key dates listed in Section 1F.

B. Background

Crisis intervention for individuals experiencing first onset of a serious psychiatric illness is a selective and early intervention prevention strategy designed to address multiple issues and risk factors including but not limited to: substance use, trauma, depression, anxiety, and suicide of the transition age youth age group (16 to 24 years old) with specific focus on individuals at risk in experiencing first onset of serious psychiatric illness. Family education and support are an integral part of prevention.

¹ Collaborative partners include Santa Rosa Junior College, Sonoma County Office of Education, college faculty as identified by Santa Rosa Junior college, school administrators and teachers as identified by Sonoma County Office of Education, mental health counselors, health and social service agencies, law enforcement agencies, and community-based organizations. The setting for this family-based project will include school sites, community organization, as well as services provided in the home.

Section 2: Content of Proposals	County of Sonoma Department of Health Services Crisis Assessment and Prevention Team– Family Participation RFP #:070709
------------------------------------	--

C. Proposal Submittal

Interested agencies and organizations must submit (1) electronic copy on CD using Microsoft Word document format at a version not less than MS Office Word 2003, one (1) signed original, and **six (6) copies** of the signed proposal by **August 28, 2009**. Do not place an original or copies in binders. Proposals must be enclosed in a sealed envelope or package and clearly marked “Department of Health Services **CRISIS ASSESSMENT AND PREVENTION TEAM – FAMILY PARTICIPATION - RFP.**” Proposals are due by ~~August 28, 2009 at 3:00 p.m~~ **September 14, 2009, 5:00 pm (PST)**, and shall be submitted to:

**SUSAN CASTILLO
SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES
MENTAL HEALTH DIVISION
PROGRAM SUPPORT
3322 CHANATE ROAD, SANTA ROSA, CA 95404**

The proposal due date or any key event date is subject to change. If the proposal due date or any key event date is changed, all known recipients of the original RFP will be notified of the new date. In addition, information will be posted at www.sonoma-county.org/mhsa.

D. Written Questions

All questions regarding the content of this RFP must be submitted in writing by e-mail or fax, and must be received by the date indicated in the Key Event Dates table identified in Section IF.

Submit questions via e-mail to: dhs-taycap-family-rfp@sonoma-county.org

Submit questions via fax to: (707) 565-4892

When the County has completed its review of the questions, all of the questions and answers will be e-mailed to all interested parties and posted at www.sonoma-county.org/mhsa.

E. Finalist Interviews – Optional

Sonoma Count Mental Health Division will determine the necessity of finalist interviews. If necessary, interviews will be held on September 30, 2009.

F. RFP Process and Key Event Dates

The selection process and the key event dates are listed in this section. The procurement of these services will proceed as follows:

1. Proposals reviewed and evaluated by the RFP Review Committee
2. Finalist interviews, as determined by Department of Health Services – Mental Health Division
3. References checked by Department of Health Services on selected finalists
4. Recommendation to Sonoma County Director of the Department of Health Services and Mental Health Services Director
5. Contract provisions finalized

Section 2: Content of Proposals	County of Sonoma Department of Health Services Crisis Assessment and Prevention Team– Family Participation RFP #:070709
------------------------------------	--

6. Award announced
7. Communication of Award
8. Board of Supervisors (BOS) approves Health Services Director to enter into contract (actual date determined by BOS calendar).

Date	Key Event
July 7, 2009	Release Request for Proposals (RFPs)
July 8 – July 21, 2009	Written Questions Accepted
July 20, 2009	Pre-Proposal Technical Assistance Workshops
July 31, 2009	Responses to Questions
August 28, 2009 –September 14, 2009, 5:00 pm (PST) Updated as of 8/20/09	Proposals Due
September 14 – September 25, 2009 September 21 – October 2, 2009 Updated as of 8/20/09	Proposals Evaluated by Selection Committees
September 30, 2009 –October 5 – 8, 2009 Updated as of 8/20/09	Interviews Conducted, if Necessary
October 12, 2009–October 26, 2009 Updated as of 8/20/09 November 6, 2009 Updated as of 10/23/09	Selection Announced
November 17, 2009	Department of Health Services Director authorized to enter into contract at BOS Meeting

Technical Assistance

Technical assistance is intended to ensure the submission of proposals from a broad range of potential providers. The MHD will offer a Pre-proposal workshop to provide a review of each element of the RFP and submission requirements, such as guidance, will be provided on preparing responses to the Project Summary, Program Description, Organizational Qualifications, Other Key Challenges/Opportunities, Cultural Competence, Data Collection and Budget preparation. The Pre-proposal workshop is recommended for anyone wishing to improve their understanding of the preparation and submission of a Request For Proposal. The Pre-proposal workshop will also offer an opportunity for networking with other potential providers to explore potential partnerships. The Pre-proposal workshop will also allow participants an opportunity to ask questions about the RFP process. The MHD will also take questions in writing after the Pre-proposal workshop. Email questions to dhs-taycap-family-rfp@sonoma-county.org or fax to (707) 565-4892. Answers to all submitted questions from the Pre-proposal workshop and those submitted after will be posted at www.sonoma-county.org/mhsa by July 31, 2009. Faxed responses to questions are available upon request.

Additional workshops may be scheduled based on demand from attendees as determined by the MHD.

Section 2: Content of Proposals	County of Sonoma Department of Health Services Crisis Assessment and Prevention Team– Family Participation RFP #:070709
------------------------------------	--

Other types of technical assistance may be provided on an ongoing basis to awardees.

Pre-proposal technical assistance workshops are scheduled for:
 Tuesday, July 20, 2009
 3:30 – 5:00 pm and repeated at 6:00 – 7:30 pm
 Santa Rosa Parks and Recreation Center – Dohn Room
 415 Steele Lane, Santa Rosa

Section 2: Content of Proposals

G. Proposal Instructions

Provide a cover letter that:

- Includes statements that you agree to comply with the terms of the County agreement (sample provided as Attachment D) and to submit the required insurance endorsements, the County’s Workers’ Compensation and Commercial General Liability requirements are stated in Attachment A, Sections 6.1 and 6.2.
- The individual or organization name, full mailing address, e-mail address, telephone number, and the name of the primary contact person.
- The name, title and organization of the individual authorized to execute the contract with the County of Sonoma.

Proposal Outline

1. Project Summary – 1 page maximum. Briefly summarize your project. Include project goals, key strategies, and expected results.
2. Program Description – 5 pages maximum. Discuss the key strategies or major activities you will undertake. Describe your rationale for choosing these strategies/activities. Describe any best and promising practices you will employ and how it specifically relates to this project. Describe the specific focus and scope of your project, including the characteristics of the population(s) to be focused on, geographic area, and approximate numbers to be served. Describe clearly what specific changes you plan to achieve in the population you serve and/or service systems. Provide a project implementation schedule.
3. Organizational Qualifications and Key Personnel – 2 pages maximum. Describe your organization’s mission, background, relevant current programming, and experience, particularly as they relate to the activities and programming you are proposing. Describe your organization’s governance and Board of Directors membership. Describe your organization’s capacity to implement and carry out the strategies you propose both programmatic and fiscal. Briefly describe the roles, job titles, and qualifications of key personnel

Section 2: Content of Proposals	County of Sonoma Department of Health Services Crisis Assessment and Prevention Team– Family Participation RFP #:070709
------------------------------------	--

who will be involved in this project. Provide a company profile including size, location, financial status, most recent tax filing information; and any relevant financial audits.

4. Other Key Challenges/Opportunities – 2 pages maximum. For each of the following area, briefly describe the related challenges and/or opportunities for your project. What methods or strategies will you use to address them?

- Experience providing mental health services
- Collaboration, coordination, and/or systems integration
- Barriers to access
- Other challenges or opportunities

5. Cultural Competence – 1 page maximum. During the PEI planning process all participants involved in identifying and prioritizing all strategies had to ensure that proposed services would be accessible to all linguistic, cultural, and ethnic communities and that services would be offered in ways that account for diverse cultural and ethnic experiences and perspectives. With that in mind, all interested agencies and organizations shall discuss how the services provided by their program addresses the following essential characteristics: 1) culturally, ethnically, and linguistically appropriate; 2) peer influenced, peer involved in implementation of programs; and 3) staffing which reflects the community served.

6. Data Collection – 1 page maximum. Identify the types of data that would be important to collect for program management, outcomes reporting, improvement, and accountability purposes. Describe how you will assure that all data required for the project is collected and managed.

7. Budget. Provide a line item budget showing the kinds of costs your proposed program would incur over one year (12 months). A sample Budget Detail Template is available as a separate Excel document showing the level of detail required. The names of expense categories may not reflect your budget or financial reporting systems. These are just examples. Your proposal budget may use differing terminology, but should reflect the level of detail included in the example provided.

8. Letters of Reference/Support. Provide at least three letters of reference or support from clients or customers who are familiar with the capacity of your organization to serve the population identified and also the service or similar service by your proposed program.

H. General Information

1. Rights and Regulations

Sonoma County reserves the right to accept any proposal and to negotiate a contract with any interested agencies and organizations. The successful interested agencies and organizations will be required to comply with all applicable equal opportunity laws and regulations.

Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the contract to the interested agencies and organizations that, in the County’s judgment, best serves the needs of Sonoma County.

Section 2: Content of Proposals	County of Sonoma Department of Health Services Crisis Assessment and Prevention Team– Family Participation RFP #:070709
------------------------------------	--

All interested agencies and organizations will submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Board of Supervisors.

Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the selections are made, all proposals shall be deemed public record. In the event that interested agencies and organizations desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the interested agencies and organizations to clearly identify those portions with the word “Confidential” printed on the top right hand corner of the page. The County will consider interested agencies and organizations’ request for exemptions from disclosure; however, the County will make a decision based upon applicable laws. An assertion by interested agencies and organizations that the entire proposal, or large portions, is exempt from disclosure will not be honored.

2. Precontractual Expenses

The County shall not be liable for any precontractual expenses incurred by the interested agencies and organizations or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Lobbying

Any party submitting a proposal or a party representing interested agencies and organizations shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

4. Contract

Interested agencies and organizations shall be willing to provide the required insurance and accept the terms of the Contract. A sample of the Contract is included as Attachment A. With few exceptions, the general terms will not be negotiated. Article 5 of Attachment A, Indemnification of the Contract, will not be negotiated. Interested agencies and organizations must include in the cover letter a statement as to the willingness to sign a contract with the existing contractual language. Statements must include specifics as to any contractual language the interested agencies and organizations wish to change. Please note that any exceptions or changes to the Contract may constitute grounds to reject the proposal. Please note that if you submit a proposal that does not address exceptions to the contract you are accepting all terms and conditions contained therein.

I. Selection Process

Proposals will be reviewed by the RFP Preview Committee of up to six (6) members; 50% of the selection pool will be people of color. Selection committee members will be chosen from a pool of applicants, based on experience and content knowledge. The committee will make funding recommendations to the Director of Health Services and the Mental Health Services Director.

In addition to the minimum qualifications listed in Section 1A, proposals will be evaluated using a set of criteria as stated in Attachment B, *Experience and Qualifications* and Attachment C, *RFP Scoring Guidelines*.

Section 2: Content of Proposals	County of Sonoma Department of Health Services Crisis Assessment and Prevention Team– Family Participation RFP #:070709
------------------------------------	--

J. Duration

All proposals will remain in effect and legally binding for at least ninety (90) days from proposal due date, ~~August 28, 2009~~ **September 14, 2009**.

K. Cancellation of Intent to Award

Time is of the essence in awarding the contracts. The County reserves the right to cancel any intent to award and proceed with the award to other contractors if any selected contractor has not signed the contract within two weeks after the notification of intent of award.

L. Appeal

Following notice of intent to award, a period of seven (7) days is allowed for the receipt of appeals. Agencies not selected for funding have the right to file an appeal if they believe that a significant material error occurred in the proposal evaluation and/or selection process that had a negative effect on their consideration for funding. The following rules apply to the appeal process:

1. Appeals will only be accepted from agencies that submitted proposals for funding. No third party appeals will be considered.
2. Appeals must be filed in writing and sent to Rita Scardaci, Director, Sonoma County Department of Health Services. Appeals should be sent to 475 Aviation Blvd., Ste. 210, Santa Rosa, CA 95403. Appeals must be received within 7 days of notice of intent to award.
3. The Director will review the appeal and issue a final decision within ten (10) working days of receipt of the appeal.

M. Web Site References

For further information on the PEI program strategies, please see the PEI Plan, as well as the Executive Summary posted on-line at <http://www.sonoma-county.org/mhsa>.

ATTACHMENT A

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated the _____ day of _____, 20____, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and _____, a Type of Entity. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified _____, experienced in the preparation of _____ and related services; and

WHEREAS, in the judgment of the _____, it is necessary and desirable to employ the services of Contractor for _____.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

I. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit _ – Scope of Work" attached hereto and incorporated herein by this reference (hereinafter "Exhibit _"). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation with County. Contractor shall cooperate with County in the performance of all services hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 4 below; or (d) pursue any and all other remedies at law or in equity.

2. Payment For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1 Payment for Services. In full consideration of Contractor's satisfactory performance in providing services described in Exhibit __, Contractor shall be paid in accordance with the terms set forth in Exhibit __ (to be developed through negotiation), attached hereto and incorporated by this reference.

2.2 Maximum Payment Obligations. In no event shall County be obligated to pay Contractor more than the total sum of \$ _____ under the terms and conditions of this Agreement as set forth in Exhibit __.

2.3 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

3. Term of Agreement. The term of this Agreement shall be from _____ to _____ unless terminated earlier in accordance with the provisions of Section 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement immediately upon written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.4 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

4.5 Obligations After Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Section 5, Indemnification (2) Section 9.4, Records Maintenance; (3) Section 9.5, Right to Audit, Inspect and Copy Records; (4) 9.6, Audit (5) Section 9.9, Confidentiality; (6) Section 13.6, Applicable Law and Forum.

4.6 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this Section 5 apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described below.

6.1 Workers' Compensation Insurance. Contractor will maintain workers' compensation insurance within statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the County of Sonoma, Department of Health Services.

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) limit for each occurrence and Two Million Dollars (\$2,000,000) each for the general aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

a. The County of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the on-going and completed

operations by or on behalf of the named insured in the performance of this Agreement between the County of Sonoma and Contractor.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary and non-contributory coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.

d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

6.5 Documentation. The following documentation shall be submitted to the County of Sonoma, Department of Health Services:

a. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the County for the duration of this Agreement.

b. Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current endorsements evidencing the above-specified requirements on file with the County for the duration of this Agreement.

c. Upon County's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

d. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

6.6 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Section 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least seven (7) years following the close of the County and State fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

9.5 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required

by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

9.6 Audit. Contractor agrees that all expenditures of state and federal funds furnished to the Contractor pursuant to this Agreement are subject to audit by County, State and/or federal agencies. County agrees to provide fourteen (14) days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to OMB Circular A-133, which applies to non-profit organizations.

9.7 Copy of Audit. Contractor agrees a copy of audits performed shall be submitted to County no later than thirty (30) days after completion of the audit report, or no later than nine (9) months from the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by the County and state and federal agencies to the working papers of the external independent auditor.

9.8 Retention of Audit. Contractor agrees that audit reports and work papers shall be retained for a minimum of four (4) years from the date of the audit report, unless the auditor is notified in writing by the County State or Federal agency to extend the retention period.

9.9 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. Further, Contractor agrees to comply with all statutory and administrative requirements applicable to the County regarding the confidentiality of mental health and/or alcohol and drug abuse records and client information. The Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in Welfare and Institutions Code Section 5328.

9.10 Contractor Notification of Breach The County receives funding for _____ from the State Department of _____ pursuant to [INSERT TITLE OF AGREEMENT] (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI") and requires that the County contractually obligate any of its subcontractors to also comply with these requirements.

9.10.1. The State Contract requires the County to notify the State of any breach of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI), Contractor shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach by telephone and email or facsimile.

9.10.2. In the event the State Contract requires the County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not

limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

9.11 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.12 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.13 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.14 Licensure and Staffing. Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. Failure to maintain said licenses, permits and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by the County.

9.15 Notification of Adverse Proceedings. Contractor agrees that in the event that Contractor, or employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor are under investigation by their licensing board, are found to be in violation of any rules or regulations of their licensing board, or are the subject of a disciplinary action, this event must be reported immediately to County.

9.16 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and Contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any

associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.17 Notification of Sentinel Events. A Sentinel Event is an unexpected occurrence that results in or has the potential for death, serious physical or psychological injury, including the permanent loss of function. Sentinel Events signal the need for immediate investigation and response in order to reduce the probability of such event in the future. The following examples of Sentinel Events must be reported in writing to the Mental Health Services Director, 3322 Chanate Road, Santa Rosa, CA 95404 within five (5) days of occurrence:

- a. Medication errors resulting in adverse consequences
- b. Adverse drug reactions
- c. Suicides
- d. Restraint deaths
- e. Client falls resulting in death, serious injury or permanent loss of function.
- f. Significant delays in treatment resulting in poor outcomes
- g. Rape, Assault, Homicide or a crime resulting in death, serious injury or permanent loss of function
- h. Unanticipated death
- i. Major permanent loss of function
- j. Discharge AMA resulting in death, serious injury or permanent loss of function
- k. Elopement of client from a 24-hour setting or PES
- l. Significant suicide attempts
- m. Injury or property damage from a fire, earthquake, hurricane or other disaster
- n. Any other event resulting in permanent loss of function
- o. Substantiated sexual or physical abuse of or by a client

9.18 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.19 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due

performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: _____

TO: CONTRACTOR: _____

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

Contractor names the following persons as Administrative and Clinical contacts. Named individual will be responsible to respond to any inquires from the County for administrative or clinical information within one (1) business day. In the event of change in Personnel, County will be notified of new telephone and email contact information within 24 hours.

Administration Contact:

Clinical Contact:

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or

provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Contract Documents. This Agreement includes the following documents, which are hereby incorporated by reference as though fully set forth herein:
Exhibit __, Scope of Work, Budget and Staff List
Exhibit __, Payment Terms and Conditions
Exhibit __, Attestation of Claim

13.4 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.6 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.7 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.8 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

Section 3: Attachment A Sample Service Agreement	County of Sonoma Department of Health Services Crisis Assessment and Prevention Team – Family Participation RFP #:070709
--	---

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

_____ Date _____
Name, Title, Organization

COUNTY OF SONOMA:

_____ Date _____
Rita Scardaci, MPH, Director
Department of Health Services

Certificates of Insurance on File with and Approved as to Substance:

Approved as to Substance:

_____ Date _____
Division Director or Designee

Approved as to Form:

_____ Date _____
County Counsel

Section 3: Attachment B Experience & Qualifications	County of Sonoma Department of Health Services Crisis Assessment & Prevention– Family Participation RFP #:070709
---	---

ATTACHMENT B

1. Experience and Qualifications (15 points possible):
 - a. Does the applicant provide evidence of an ability to perform the services described?
 - b. Does the applicant demonstrate staffing for the duration of the contract that is appropriately qualified to deliver the services described in the proposal?
 - c. Did the applicant provide three customer/client references from previous projects that are similar in nature and scope to this project?

2. Cost (5 points possible)

Do the costs reflect a reasonable budget that shows the ability to provide the scope of services described in the RFP?

3. Organizational Requirements (10 points possible)
 - a. Is the Proposal complete according to the RFP?
 - b. Does the applicant accept County Terms of the Standard Service Agreement?

Score: 1. _____ 2. _____ 3. _____

Total (30 points possible): _____

