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**REQUEST FOR PROPOSALS (RFP)**  
**NUMBER: 952-0316-23**

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES**  
**BEHAVIORAL HEALTH DIVISION**

**BH SUPPORTED HOUSING AND HOMELESS SERVICES**

**RELEASE DATE: MARCH 16, 2023**  
**RESPONSE DUE: APRIL 26, 2023**

SUBMIT PROPOSAL TO:	RFP COORDINATOR
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a>	Nes Despabiladeras, Buyer Phone: 707-784-6322 <a href="mailto:nadespabiladeras@solanocounty.com">nadespabiladeras@solanocounty.com</a>
Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at <a href="http://www.solanocounty.com">www.solanocounty.com</a> . Include the application with your proposal. The County will post any changes and information relating to this RFP digitally via Bonfire E-Procurement Platform. <b>Proposers are responsible for frequently checking the Bonfire Platform at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a> for any changes or information relating to this RFP.</b>	

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## 1.0. INTENT

The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered by Proposers that fall within the scope of service as further described in section (3) of this RFP.

The County of Solano, Health and Social Services Department – Behavioral Health Division (hereinafter referred to as the “County”) intends to award a contract to a qualified proposer(s) for the development, implementation and administration of an array of innovative homeless and housing related services for the behavioral health population. The County will blend several funding sources, including grant awards as well as Mental Health Services ACT (MHSA) dollars, to support this service contract. The vendor will become a Medi-Cal certified site to draw down federal dollars as well as the ability to contract with our managed care plan, Partnership HealthPlan of California (PHC), to offer Enhanced Case Management (ECM) and Community Supports (CS).

**Homeless Housing, Assistance and Prevention:** The County has been awarded several rounds of the Homeless Housing Assistance and Prevention (HHAP) grant, which will be dispersed over the course of several years. The HHAP grant is awarded by the State’s Homeless Coordinating and Financing Council (HCFC) and was authorized by AB 83 (Committee on Budget, Chapter 15, Statutes of 2020), which was signed into law by Governor Gavin Newsom on June 29, 2020. The HHAP funds are intended to be used to assist people experiencing literal homelessness move into safe, stable housing. Applied to this homeless and housing services contract, will be the County’s HHAP rounds 2, 3, and 4 awards.

**Housing and Homeless Incentive Program:** The County, in coordination with Partnership HealthPlan of California (PHC), will be managing the Housing and Homeless Incentive Program (HHIP) grant toward this homeless and housing services contract. As a means of addressing social determinants of health and health disparities, the HHIP grant was developed to provide Medi-Cal managed care plans the ability to partner with local jurisdictions to make investments and progress in addressing homelessness and keeping people housed.

**Proposition 47 Grant Funds:** The County has been allocated Proposition 47 grant funds, which are to be used for mental health services, substance use disorder treatment, diversion programs, or some combination thereof for people in the criminal justice system. In addition to these required services and programs, the funds will be used to provide supplemental housing-related services and other community-based supportive services, such as job skills training, case management, and civil legal services.

**Substance Abuse Block Grant:** The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal grant program from the Substance Abuse and Mental Health Services Administration (SAMHSA) and is intended for activities that prevent and treat substance abuse.

**Mental Health Services Act:** The County received CalHFA funds in FY 2011/12 to support several housing developments to support expansion of permanent housing and **Mental Health Services Act (MHSA)** funding is allocated to support the ongoing case management and support of consumers residing in these units.

The County intends to award a three (3)-year contract (with option to renew) to the bidder selected whose response conforms to the RFP and meets the County’s requirements. Up to approximately \$10,000,000 may be available during the three (3)-year contract term to cover all services and regions specified in this RFP. The actual contract award amount will be determined by the development of the service delivery

models and financing plans proposed by the bidder and will be negotiated and finalized by the County, in conjunction with the selected bidders during the contract negotiation period. Actual award amount may therefore differ than those originally proposed in bidder's response. Renewal of contracts with the selected awarded bidder is contingent upon meeting performance measures and contract deliverables, as set forth by the County and subject to periodic review, and upon the availability of funding.

The primary goals of the behavioral health housing and homeless services programs are to:

- A. Foster a collaborative working relationship with community shelters, coordinated entry, the Solano Housing First Continuum of Care partners, and others to promote rapid rehousing, employment, financial literacy, health education and activities, as well as other rehabilitative opportunities for the homeless.
- B. Interface with Behavioral Health's continuum of service providers (serving those who experience mental health and substance use challenges) and other community agencies to ensure that a coherent, data driven and evidence-based Housing First approach is created to the benefit of Solano County's homeless population.
- C. Provide recovery-oriented services that are strengths-based, person-centered, safe, effective, timely and equitable, supported by friends, family, and the community; with an emphasis on promoting whole health and wellness.
- D. Make coordination of service care an integral part of service delivery which includes providing education and support to beneficiaries/family members as well as consulting with community partners including but not limited to: other behavioral health service providers; physical care providers; schools (if appropriate); etc.

## **2.0. BACKGROUND**

Solano County is the twentieth largest California County (as measured by population) with a total population of over 440,000. The county has seven incorporated cities including Fairfield (the county seat), Benicia, Vallejo, Vacaville, Suisun City, Rio Vista, and Dixon. Most residents reside within these cities and most County facilities are currently located in the incorporated areas. Solano County's population is stable and/or growing, particularly in the northern portion of the county.

The County assists over 6,500 children, youth and adult beneficiaries each year who have significant mental and emotional disabilities. Services include therapy, case management, psychiatric assessments and medication, outpatient treatment, day treatment, intensive full-service partnership services, crisis intervention, and a range of community support services.

The Point-In-Time (PIT) Count is a biennial census of sheltered and unsheltered people experiencing homelessness, required by the Department of Housing and Urban Development for agencies to receive federal funding. The Solano County PIT count took place in February 2022 and the executive summary was released in September 2022 (<http://www.housingfirstsolano.org/hic-pit-count.html>). Solano County had 1,179 people identified as experiencing homelessness. This number is likely very conservative as it does not include all unsheltered persons or those who are temporarily residing with friends or family. Solano County and the Cities within the county are taking steps to actively address the homelessness crisis. Mental health and other chronic health issues, substance use treatment needs, and a lack of available supportive services were identified as key contributors to homelessness.

### 3.0. SCOPE OF SERVICE/ PROJECT DESCRIPTION

The County is seeking a qualified housing service proposer(s) to enter a contract for the development and delivery of supportive services for people experiencing behavioral health challenges and homelessness or a risk of homelessness. Eligible proposers must be community minded, collaborative and person-centered and have experience providing specialty mental health services. The proposer selected will deliver – in partnership with Solano County Behavioral Health (SCBH) and Coordinated Entry Services – a coordinated system of services which provides outreach, needs assessments, and an immediate response to assist individuals experiencing behavioral health needs with housing and an appropriate level of follow up service.

It is the proposer’s responsibility to submit a complete proposal that explains in detail the proposer’s offering. This proposed approach will be used as the basis for negotiating the final Scope of Work for inclusion in the Standard Contract. The Standard Contract also includes the terms and conditions required by the County.

Though proposers are not necessarily limited to these services, core program services should include:

- A. **Street Outreach/Medicine:** Services will consist of supporting the whole health of those unhoused and engaging individuals with severe and chronic behavioral health conditions who are experiencing unsheltered homelessness. Individuals may also have co-occurring substance use disorders and/or be involved with the criminal justice system. This population may be disconnected from both mainstream supports as well as from services focused on homelessness. Outreach services include “Street Medicine” should be provided by small, skilled team(s) with expertise in the complex issues that are barriers to stability for this population that for example, may include psychiatry, nursing, and peer support among others. Building relationships and understanding the needs of each individual will be essential, as well as the use of evidence-based approaches like Critical Time Intervention, Harm Reduction, and similar. The goal of street outreach services includes addressing basic needs; conducting clinical assessments; and providing linkage to appropriate services including mental health services, substance abuse treatment and shelter. The County will assist in coordination with medical personnel, cities and local law enforcement.
- B. **Housing Navigation:** Support individuals who are eligible for or are currently receiving County Behavioral Health services with developing a housing plan. The target population will include individuals experiencing or at risk of homelessness, which may include those stepping out of institutional settings such as hospitals or jails. Services will involve addressing the barriers identified during the planning phase; acquiring documentation and completing forms required for housing; locating appropriate housing options and meeting with property owners; setting appointments; and assisting with paperwork related to housing applications. Navigation also includes tasks involved with securing housing, including utility startups and moving into housing.
- C. **Landlord Engagement and Rental Subsidy Management:** Have dedicated resources for outreaching to and building relationships with community landlords to expand housing units. This

set of services and functions is designed to secure new units (using a variety of models like scattered site, master leasing, etc.) in the private housing market for individuals receiving behavioral health services who are literally homeless, disabled, and have Medi-Cal or are eligible for Medi-Cal insurance. This service should include negotiating leases, participating in unit inspections; managing and dispensing mitigation funds when appropriate to repair damages to units caused by residents served by the program; serving as a neutral mediator to assist with landlord/tenant concerns and helping to resolve conflicts; providing trainings or one-on-one coaching for both landlords and tenants on issues such as disability rights, community inclusion, and fair housing; and being an advocate in the community for additional housing opportunities for people exiting homelessness. Additionally, Bidder will be expected to take over management of existing MHSA and SABG funded housing subsidy program, which houses individuals in congregate settings such as licensed care homes and community based sober living environments.

- D. **Recovery Homes/Respite Program:** Develop the provision of Forensic Respite housing for individuals with primary substance use challenges to live in a supported Recovery Residence home, which can be community-based housing that offers a Sober Living Environment. Housing supports should be available for 1-30-day transitional housing for individuals to have a safe, supportive place to go upon release from jail while working with a case manager, probation officer, and natural supports to secure long-term housing and independence.
  
- E. **Rapid Rehousing:** Manage the provision of temporary rental assistance to individuals connected with SCBH services who will be able to maintain their housing on their own after assistance ends. The purpose of this rapid rehousing will be to allow people to re-stabilize in housing and not become homeless again in the near term.
  
- F. **Permanent Supportive Housing (Project Specific):** The cities of Vallejo and Fairfield are gaining two new affordable housing developments, totaling 147 units. The County has partnered with the housing developers, Eden Housing and MidPen Housing, to support a No Place Like Home (NPLH) grant award from the Housing and Community Development Department. The NPLH funding aided in the construction of the buildings and resulted in a total of 67 units being designated specifically for people who have serious mental health conditions and are experiencing homelessness. Services for this project include lease-up and move-in support as well as ongoing Permanent Supportive Housing (PSH) services to all NPLH units. Additionally, the County has existing scattered-site units, funded through CalHFA, which are unrelated to the NPLH projects. Bidder will provide PSH services to these CalFHA units in addition to the NPLH units. Bidder will need to work closely with each development's on-site Resident Services team. PSH activities will consist of, but are not limited to, assisting NPLH households with daily living skills in their units (i.e., paying bills, maintaining clean apartment, conflict resolution, etc.); providing linkage to other services, including mental health services, substance abuse treatment and alternative care; as well as offering on-site job training, parenting classes, financial literacy, computer training, case management and health education. Apply the Community Inclusion model and other Evidenced Based Best Practices to service delivery with

program

participants.

- G. Proposers shall provide programs of care to improve social determinants of health and accomplish the following goals with individuals served:
- Based on a Housing First model, the services will affect a reduction in homelessness through stabilizing mental health conditions in residential environments;
  - Reduce severity of mental health symptoms and reduce substance use;
  - Maximize community inclusion- offer rehabilitation and tenancy support skills to improve daily functioning and housing tenure;
  - Improve overall health status;
  - Obtain/maintain housing stability;
  - Improve financial wellness through connections to employment specialists, supplemental income, and savings;
  - Increase access to peer support, community connections, and social networks;
  - Support individuals in obtaining needed mental health, substance use and primary care services.

All services should be provided with an emphasis on promoting wellness and recovery, with a harm reduction focused, and be tiered to the appropriate level of services based on risk factors. Proposers are encouraged to include a post-treatment follow-up mechanism to evaluate outcomes and to promote linkage for outpatient or other levels of care for successful transition.

The contracted services outlined in this RFP are expected to increase access to services and housing retention for persons experiencing homelessness and behavioral health challenges in Solano County, with a focus on directly connecting persons who are disproportionately impacted (including Black/African Americans, Asian American/Pacific Islanders, families fleeing Domestic Violence, and unaccompanied youth) to emergency shelter and housing options.

Proposals must demonstrate cultural and linguistic competence as outlined in the national [Culturally and Linguistically Appropriate Services \(CLAS\) standards](#). Program proposals must include content that:

- A. Ensures that the cultural and linguistic needs of county residents will be met including strategies to meet the needs of Spanish-speaking (Solano County threshold language) and Tagalog-speaking (sub-threshold language) populations.
- B. Ensures the provision of culturally appropriate services to lesbian, gay, bi-sexual, transgender, and questioning (LGBTQ+) individuals.
- C. Includes specific strategies tailored to address the needs of Black/African American and AA/PI individuals, families fleeing Domestic Violence, and unaccompanied youth who are disproportionately experiencing homelessness in Solano County.
- D. Includes a program staffing plan that exhibits the cultural diversity reflecting the community(ies) served.

Proposals must include a clear **Staffing Plan** and **Implementation Plan** that demonstrate the Proposer's ability to provide and sustain the services for the duration of the contract in terms of housing and mental health service delivery.

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Services following Housing best practice models and/or utilizing evidence-based practices are highly desired. Services shall be linked to grant required goals and intended outcomes, including plans for how goals and outcomes will be measured. The use of Homeless Management Information System (HMIS), electronic health records, and validated instruments and data analysis for determining if services are making a positive impact are also highly desired. Comprehensive and reliable systems for tracking service data will be essential as the grant programs used to fund this proposed contract require adherence to Solano County's Local Homeless Action Plan and the specific, measurable objectives and strategies contained within. Performance toward the County's goals will be closely monitored, with data needing to be kept up to date, organized, and readily available. Furthermore, there will be a close working relationship between the vendor, County BH, consultants, the Continuum of Care, and State in relation to responsiveness of relevant grant reports and technical assistance.

All media related to services provided through contract and provided to the public must include a reference to the Solano County Board of Supervisors, Health and Social Services and include the County logo; any programs also funded by the as the sponsors must also include the Solano BH and MHSA logo.

Representatives from the Contractor organization must make efforts to attend the monthly local Mental Health Advisory Board meeting, and participate in the MHSA community program planning stakeholder meetings, including those for the MHSA Annual Update or Three-Year Plan, MHSA Innovation project, planning for housing services, suicide prevention planning, etc.

### **3.1 Eligible Proposers**

"Proposer" is any entity that submits a Proposal in response to this RFP. Non-profit organizations, health care systems, for-profit organizations, educational institutions, and government entities are eligible to submit a proposal.

A single agency may propose to conduct all activities as outlined in this RFP or multiple agencies may respond to some or all of the activities. For some of the activities, a Proposer may include up to two (2) subcontractors who may provide services under the prime contractor. Subcontractor may not account for more than a combined 35% of the total budget. The prime contractor will be responsible for the work of any subcontractor and the County reserves the right to approve/disallow specific subcontractors.

### **4.0. CONTRACT DURATION AND FUNDING AVAILABILITY**

Contingent upon approval the contract by the Solano County Board of Supervisors (BOS), the County intends to award a three-year contract to the responsible Proposer whose proposal is determined to be the most responsive, clinically strong program approach and cost effective, to the requirements of this RFP. The term of the resulting contract will begin on or about June 1st, 2023 and terminate on June 30<sup>th</sup>, 2026. The County reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year, provided that the County notifies the Contractor in writing of its intention to do so at least 30 days prior to the contract expiration date. 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 for in the original contract and proposal.

The contract to be negotiated will be a Cost Reimbursement contract, but the County may consider a fee for service methodology during contract negotiations. Contractor must be certified to bill Medi-Cal for eligible services and to bill Managed Care for CalAIM Enhanced Case Management and Community Support. Funding will be negotiated and allocated based on the proposal submitted, and reimbursement for the program/services will be based on actual costs incurred. All costs such as personnel, subcontractors, operating expenses, and indirect costs must be reflected in the proposed budget.

No funding from this program may be used to supplant state, county or local general fund monies available to the agency for any purpose. Activities funded under this RFP must be new or enhancements to existing activities.

### 5.0. SCHEDULE OF EVENTS

The following Schedule of Events reflects important dates for the solicitation process:

3/16/23	RFP issued
4/5/23	Questions concerning RFP and project emailed to <a href="mailto:nadespabiladeras@solanocounty.com">nadespabiladeras@solanocounty.com</a> or submit digitally via Bonfire E-Procurement platform Solano County Portal at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a> no later than 5:00 PM PST.
4/10/23	The County's response to questions posted Bonfire E-procurement platform <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a>
4/14/23	Optional Intent to Propose form submitted (non-binding).
4/26/23	An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a> are due no later than 5:00 p.m. Late submittals will not be accepted.
TBD (Early May)	Interviews and Presentations
5/12/23	Intent to Award Issued
5/19/23	Contracting development and negotiation period
6/1/23	Project commences. <b>Date estimated based on appropriate approvals by County. No work can begin until contract is fully executed.</b>

The County reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com> County's website. Proposers shall frequently check the bonfire E-procurement platform Solano County Portal for any updates related to this RFP.

To subscribe with Bonfire and receive electronic notifications regarding this and other bidding opportunities of the County, visit the free Vendor Registration page at <https://solanocounty.bonfirehub.com> and follow the instructions provided.

## 6.0. INSTRUCTIONS TO PROPOSERS

Please prepare your proposal in accordance with the following requirements.

- A. Proposal. The proposal (excluding the cover letter, resumes and a copy of the RFP) may not exceed a total of 30 single-sided, 8.5" x 11", numbered pages with 1-inch margin, font Arial size 11. A copy of the RFP and resumes must be included in an appendix to the proposal.
- B. Cover Letter. The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project. The letter must state that the proposal is valid for a 90-day period and include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.

Address the cover letter as follows:  
Solano County General Services Department  
Purchasing Services  
675 Texas Street Suite 2500  
Fairfield, CA 94533  
Attention: Farid Atmar, RFP Coordinator

- C. Complete Attachment 2 to provide information related to the Proposer's qualifications and proposed scope of work and program approach. Attachment 2 must include:

### D. Qualifications and Experience

- 1. Provide a brief description of the Proposer's background or organizational history and the years in business providing community behavioral health services (i.e., screenings, evaluations, case management, treatment), with attention to the Proposer's:
  - a. Experience providing homeless outreach and housing services to the behavioral health population;
  - b. Coordination of supportive services for residents in housing programs, offering comprehensive on-site assistance at a variety of acuity levels;
  - c. Experience coordinating care and working collaboratively with community partners including coordinated entry, other behavioral health providers, law enforcement, emergency rooms, housing developers, etc.
  - d. Experience providing services to a population with complex health needs
  - e. Experience with any or all of grant programs and other funding sources that will be applied to the intended contract, as outlined on page 9 above.
- 2. Organization's infrastructure related to compliance, oversight of documentation integrity, the maintenance of medical records or program clinical records, i.e. electronic health record (EHR), Homeless Management Information System (HMIS) database system, and/or other tools.
  - a. How the proposer will ensure the security of protected health information (PHI).
  - b. Training plan related to HIPPA and Compliance.
- 3. Organization's infrastructure related to quality and performance improvement, data collection and client outcome tracking.
- 4. A statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the

Proposer's performance in a contact under this RFP. (NOTE: Pending litigation will not negatively affect scoring of the Proposal)

5. A list, if any, all current contractual relationships with the County and all those completed within the previous five-year period. The list must include:
  - i. the contract number;
  - a. the contract number;
  - b. the contract term;
  - c. the core service(s) being delivered; and
  - d. a description of any corrective action plans that have been in place for any of the associated contracts.

(NOTE: Current or prior contracts with the County is NOT a prerequisite to being awarded the maximum available points for the Proposer Qualifications and Experience category.)

The Offeror shall provide the (3) references of government agencies and or firms for whom they have provided similar services during the last 2 years. Use Attachment (6) Agency Reference Sheet.

#### E. Scope of Work/Program Narrative

1. Describe the proposed program that meets the requirements of this RFP. This description shall include the following:
  - a. The name of the proposed program and how specifically this program will address the needs of the target population of this RFP.
  - b. The proposed specific activities to be performed by personnel hired through this proposed program.
  - c. Description of expected activities and service offerings that will promote wellness and independent living skills specifically for individuals who are unhoused or at risk of becoming unhoused.
  - d. A description of how the proposed program will work collaboratively within the local continuum of care for behavioral health and homeless services.
2. How the program will demonstrate cultural and linguistic competence as outlined in the national Culturally and Linguistically Appropriate Services (CLAS) Standards. In addition, how will the program address the following:
  - a. Describe how the program will address the linguistic needs of consumers including Spanish-speaking (Solano County threshold language) and Tagalog-speaking populations.
  - b. Provide a plan for providing appropriate services to lesbian, gay, bi-sexual, transgender, and questioning (LGBTQ) consumers.
  - c. Include a plan for how the program will recruit and retain bicultural and bilingual staff reflecting the community served.
3. Identify evidence-based practices (EBP) or specific models that will be utilized in the program including the training and oversight of the fidelity of models.
4. List the goals and intended outcomes of the proposed program, how they will be measured, and the timeframe for accomplishing the goals and outcomes.

- a. Identify what outcome tools or validated instruments will be utilized to monitor programs and cycle of administration to determine that the services provided made a positive impact. Include copies of tools/instruments to be used.
  5. Provide a Staffing Plan to include the number of personnel needed for the proposed program and training plan. This section shall provide the qualifications and experience of the key team member(s) that will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.
    - a. Describe how staff with lived experience (peer/family) will participate in the delivery of services and in the decision-making around the program development.
    - b. Infrastructure and historical data associated with recruitment and retention, including the retention statistics associated with program staff and housing management. Include potential recruitment ideas and incentives for hiring new staff.
    - c. Describe trainings that will be provided for program personnel related to addressing the needs of the target population including but not limited to suicide prevention, crisis evaluation and intervention, de-escalation techniques, cultural competency, etc.
  6. Describe the Program Implementation Plan which should illustrate the steps needed to start the proposed program including timeframes and milestones. This should include but not be limited to the critical pre-implementation steps needed to start the proposed program; a thoughtful plan for strategies to scale the services to full implementation, approach to identify and respond to any anticipated challenges associated with implementation. Additionally describe:
    - i. The supervision and support plan for staff providing direct care.
    - ii. How the contract will be managed to ensure contract deliverables are met.
  7. Other relevant information that demonstrates that the proposer is specifically qualified to provide the services being solicited in this RFP.
- F. Budget/Cost Proposal: Complete Attachment 3 Budget Worksheet and Attachment 4 Fiscal Qualifications and use Attachment 5 Sample Budget Narrative to provide information related to the Proposer's budget, cost proposal and internal fiscal controls.
  1. Cost Proposal. This section shall provide information on the requested budget and cost proposal for the program, and how the proposer will ensure resources are appropriately used. Proposers must provide budget information, as indicated in Attachment 3 Budget Worksheets provided. Using Attachment 5 Sample Budget Narrative Proposer is required to provide detail for personnel costs, operational costs and any administrative overhead or indirect costs. The proposed cost shall incorporate all costs for the proposed scope of services for the total contract period. The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Potential Contractor fails to specify the Cost Proposal as required, the County shall determine the proposal to be non-responsive and reject it. Proposers shall complete the following Budget Worksheets in the template (Attachment 3) to include:
    - a. Summary of start-up budget and annual budgets for Years 1 through Year 3
    - b. Start-Up Budget
    - c. FY 2022/23 Budget

- d. FY 2023/24 Budget
- e. FY 2024/25 Budget

Expenditures may include the following:

- A. Start-Up Budget: These are one-time costs and may include costs for staff recruitment and screening for initial staff hired, furnishings, supplies, equipment including computers, or other materials required to provide the service being solicited through this RFP. In addition to completing the Budget Worksheet for the Start-Up Budget in Attachment 3, please provide details related to the anticipated start-up expenses in the Budget Narrative to be submitted with the proposal.
- B. Personnel Expenses: Must include positions, salary, and full time equivalent (FTE) (actual percentage of time devoted to the project) for each position of staff employees allocated to the program. Salaries are fixed compensation for services performed by staff that are directly employed by the Proposer and are paid for on a regular basis.
  - a. When completing the Budget Narrative (sample Attachment 4) for each staff position listed on the Budget Worksheet, explain how the salaries were determined and provide support for the stated salary. For example, state the classification and provide the published salary range for the employee in the stated classification, and provide a description of each position including activities/services to be delivered by each position listed.
- C. Employee Benefits & Employer Payroll Taxes: Employer's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses. These expenses are allowable when they are included in the contract and are in accordance with the agency's approved written policies.

NOTE: Salary and fringe benefits must be pro-rated for non-full-time employees if agency provides fringe benefits to part time employees. Salaries and Benefits of personnel involved in more than one program must be charged to each program based on the actual percentage of time spent on each program. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the award. Similarly, the dollar amount charged for a particular position also must not exceed the dollar amount in the approved award. Functional timesheets or an allocation plan must be maintained which support the time charged.

- D. Operating Expenses: Necessary expenditures exclusive of personnel salaries and benefits. Such expenses include all costs associated with the delivery of the program. The expenses must be program-related (i.e., to further the program objectives) and be incurred during the contract period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
- E. Administrative and Indirect Costs: Shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the Agency and the performance of

the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. Indirect costs should be calculated as a percentage of salaries and benefits and operating expenses. If an agency uses an indirect cost rate above 10%, a Cost Allocation Plan that supports a higher indirect cost rate must be provided. Subcontractors are generally not included in the indirect cost calculation.

Proposer shall describe each of the costs in the cost categories including a justification of “how” and/or “why” a line item is necessary for program operations. Proposed budget line items should be defined and methodologies for determining calculations described in detail. Proposer shall describe each of the costs in the cost categories as requested in the Template. In addition, Proposer shall complete Attachment 4 Fiscal Qualifications respond to the following:

- F. Include the name and title of the individual responsible for fiscal management and cost control. Describe this person’s training, experience, and tenure in this position.
- G. Describe the fiscal and operational infrastructure and experience to support this program. This may include number of employees in leadership and the fiscal department, tenure of each employee, and any relevant information that supports the depth and breadth of the fiscal and operational infrastructure of the organization. Infrastructure should be described within the context of the proposer’s entire set of business that relies upon that infrastructure.
- H. A statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

In addition to the Budget Worksheets (Attachment 3) and Fiscal Qualifications (Attachment 4), and the provision of a Budget Narrative the Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.

- 1. The Proposer’s most recent year of independent audited financial statements for a fiscal year ended within the last 36 months.
  - a. In lieu of audited financial statements, the County may accept, the agency’s Form 990.
- 2. Documentation disclosing the amount of cash flows from operating activities for the Proposer’s most current operating period. Said documentation must indicate whether the cash flows are positive or negative. If applicable, documentation must include a detailed explanation of any factors contributing to negative cash flows.

G. County Contract: Proposers must include a statement of acknowledgment that the Proposer has reviewed the County of Solano Standard Contract (Exhibits I- Standard Contract, Exhibit C and D) and has accepted it with or without qualification. If the Proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note:

Exhibits A and B (the scope of work and budget detail and payment provisions) for the contract, will be finalized during the contract negotiation process.] If the Proposer makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the Proposer accepts these items without reservation or any qualifications.

- H. **Submittal of Proposal:** An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com> are due **no later than the time and date set forth in the Schedule of Events**. Any hard copy submission will be retained in the file unopened and will be considered disqualified. Please register with Bonfire E-Procurement Platform Solano County Portal as soon as possible for uninterrupted notification and access to County bid opportunities. The County will not reimburse any costs associated with the preparation, submittal, or presentation of any Proposal.
- I. **How to Register with Bonfire E-Procurement Platform:** The County of Solano, Purchasing Services is now partnering with **Bonfire Interactive** to create an electronic procurement portal that will allow you to receive notifications of County business opportunities and submit bids and proposals to Solano County digitally. All proposers who wish to compete for County work, must register with Bonfire Interactive.

To subscribe with Bonfire Interactive and receive electronic notifications regarding upcoming and/or current bidding opportunities with the County of Solano, visit the vendor registration page at <https://solanocounty.bonfirehub.com/portal/?tab=login> and follow the instructions provided.

When registration is completed, proposers will receive email notifications of bidding opportunities that match the commodity/services listed in the vendor profile. It is critical to list the National Institute of Purchasing (NIGP) codes related to the services and/or commodities offered by the vendors/contractors.

For further information, please contact Solano County Purchasing Services at [Purchasing@solanocounty.com](mailto:Purchasing@solanocounty.com) or (707) 784-6320.

## 7.0. EVALUATION OF PROPOSALS

- a. **Compliance- Proposals Minimum Submission Requirements:** The County will conduct initial review of each proposal against the RFP minimum submission requirements to determine eligibility of proposal for further evaluation. The RFP minimum submission requirements specified in Attachment 15, Solicitation Checklist. The County reserves the right to disqualify incomplete proposal that does not meet these requirements.
- b. **Evaluation Committee:** A County Evaluation Committee (CEC) will evaluate all proposals. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.
- c. **Categories:** The evaluation criteria and their respective weights are as follows:

<b>CATEGORIES</b>	<b>MAXIMUM POINTS POSSIBLE</b>
Qualifications and Experience	20
Scope of Work/Program Narrative	60
Budget/Cost Proposal	20
<b>Total Maximum Points</b>	<b>100 Points</b>

d. Proposal Review Criteria

<b>Attachment/ Related Questions</b>	<b>Item</b>	<b>Possible Points</b>	<b>Points Total</b>
Attachment 2	<b><u>Qualifications &amp; Experience</u></b>		<b>20</b>
1. a, b	Proposer clearly articulates the capacity of their organization to provide the services as outlined in the RFP, including experience with housing development, homeless services, and clinical programming.	<b>10</b>	
2. a, b	Proposer has appropriate infrastructure in place to ensure compliance, documentation integrity and maintain medical records appropriately.	<b>5</b>	
3	Proposer has appropriate quality and performance improvement infrastructure, HMIS, and capacity for data and performance outcome tracking.	<b>5</b>	
4	Statement as to whether there is any pending litigation against the Proposer.	<b>Pass/Fail</b>	
5	A list of all current contractual relationships with the County and those within the previous five-year period.	<b>5</b>	
Attachment 2	<b><u>Scope of Work / Program Narrative</u></b>		<b>60</b>
1. a-e	Proposer provides a clear description of Housing and Supportive services which includes all the required components.	<b>20</b>	
2. a-c	Demonstration of how the program will address the cultural and linguistic needs of the persons served.	<b>10</b>	

3	Appropriate Evidenced Based Practices (EBPs) or treatment models outlined, including training and oversight of fidelity to the models.	5	
4. a	Appropriate goals and outcomes were identified to measure the success of the program, including outcome tools/instruments to measure program impacts are identified.	5	
5. a-d	The Staffing Plan is appropriate for services proposed and demonstrates the experience needed to provide the service outlined in this RFP.	10	
6. a, b	The Implementation Plan is thorough and demonstrates, a thoughtful plan for strategies to scale the services to full implementation, supervisory support, and the role of leadership and the activities that will ensure successful implementation and ongoing sustainability of the program.	10	
7	Other relevant information that demonstrates that the proposer is specifically qualified to provide the services being solicited in this RFP.	Pass/Fail	
Attachments 3 & 4	<b><u>Budget/Cost Proposal</u></b>		20
	The budget and fiscal resources are appropriate to carry out the project are adequately described and clearly connected to the activities in the program description.	10	
	Proposer has appropriate internal controls, fiscal procedures, and fiscal administration.	2	
	Proposer's financial situation solvent with no material weaknesses noted.	8	
	<b>Total Possible Points</b>		<b>100</b>

- e. Interview: The CEC may recommend funding for the top ranked Proposal or may recommend the top ranked Proposals be invited to make a presentation and/or participate in an in-person interview. Interviews will be worth up to 100 points, which will be added to the score of the CEC for the initial proposal for a total score out of 200 points. The top-ranking proposer from the total of the scores will be recommended for funding. The proposed project manager and any key team members MUST attend the interview. The determination as to the need for interviews, the location, order and schedule of the interviews is at the sole discretion of the County. The evaluation interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all costs incurred to attend.
- f. Best Value: The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposer.

## **8.0. AWARD NOTICE AND ACCEPTANCE PERIOD**

- A. After the evaluation of proposals and final consideration of all pertinent information available, the County will either reject all proposals or issue a written notice of intent to award the contract to all proposers submitting a timely proposal. The notice shall identify the apparent best evaluated proposal. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated proposer. This RFP, its attachments, submitted questions and the County responses, and the apparent best-evaluated proposal shall be incorporated into the final contract.
- B. The apparent best evaluated proposer should be prepared to enter into a contract with the County which shall be substantially the same as the Standard Contract included in (Exhibit I) to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- C. If a proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the proposer, the County may cancel the award and award the contract to the next best evaluated proposer.

## **9.0. PROTEST AND APPEAL**

Any actual proposer who wishes to protest the notice of intent to award a contract may submit a protest. The protest must be submitted in writing to the Director of General Services within 7 calendar days after such proposer knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award the contract. All letters of protest shall clearly identify the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision. Proposers shall frequently check the County website and the Bonfire website for any updates related to this RFP.

## 10.0. TERMS AND CONDITIONS

- a. The County's Purchasing & Contracting Policy Manual, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595>, is fully incorporated into and made a part of this RFP by this reference and governs this RFP.
- b. RFP Amendment, Cancellation and Right of Rejection.
  - i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the amendment on the County's website. Proposers are responsible to view the website periodically for any amendments to the RFP. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
  - ii. The County reserves the right to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.
- c. Confidentiality. The County will retain a master copy of each response to this RFP, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Proposers may clearly label part of a submittal as "**CONFIDENTIAL**" if the proposer agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the proposer of the request and delay access to the material until 7 working days after notification to the proposer. Within that time delay, it will be the proposer's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

## 11.0. ATTACHMENTS AND EXHIBITS

Attachment 1:	Intent to Propose Form (optional)
Attachment 2:	Qualifications & Experience/Program Narrative
Attachment 3:	Budget Worksheets
Attachment 4:	Fiscal Qualifications
Attachment 5:	Sample Budget Narrative
Attachment 6:	Agency Reference Statement
Attachment 7:	Signature Page
Attachment 8:	Question and Answer Form
Attachment 9:	Non-Collusion Declaration Form
Attachment 10:	Certification of Compliance
Attachment 11:	Solano County Reservation
Attachment 12:	Drug-Free Workplace Certification
Attachment 13:	Disclosure of Criminal and Civil Proceedings
Attachment 14:	Solicitation Checklist

Exhibits I: County Standard Contract  
Exhibit A: Scope of Work  
Exhibit B: Budget Detail and Payment Provisions  
Exhibit C: General Terms and Conditions  
Exhibit D: Special Terms and Conditions

COUNTY OF SOLANO  
HEALTH AND SOCIAL SERVICES  
BEHAVIORAL HEALTH DIVISION  
REQUEST FOR PROPOSALS (RFP) NO. 952-0315-23  
BH SUPPORTED HOUSING AND HOMELESS SERVICES

INTENT TO PROPOSE FORM

Intent to Propose Form (Optional). The purpose of the submission of an Intent to Propose form is to provide the County an opportunity to monitor interest in providing this service.

Date: \_\_\_\_\_

Email the following Intent to Respond form to Solicitation Coordinator as early as possible before proposal submission date.

To: County of Solano Purchasing Services  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

From:

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

We intent to respond to this solicitation by the specified due date. By signing above, I certify that I am authorized by the Company named above to respond to this request.

**COUNTY OF SOLANO  
HEALTH AND SOCIAL SERVICES  
BEHAVIORAL HEALTH DIVISION  
REQUEST FOR PROPOSALS (RFP) NO. 952-0315-23  
BH SUPPORTED HOUSING AND HOMELESS SERVICES**

**QUALIFICATIONS, EXPERIENCE & PROGRAM NARRATIVE  
MAXIMUM FIFTEEN (15) PAGES**

QUALIFICATIONS & EXPERIENCE	
	<b>Provide a description for each of the following:</b>
<b>1</b>	Proposer’s background or organizational history and years in business providing community mental health services, emphasizing experience with providing Supported Housing services for individuals who have a serious mental health condition, co-occurring substance use, and are unhoused or at risk of becoming unhoused.
<b>a</b>	Experience coordinating care and working collaboratively with community partners including other mental health providers, law enforcement, emergency rooms, schools, etc.
<b>b</b>	Experience providing services to a population with complex and severe mental health needs.
<b>2</b>	Describe the organization’s infrastructure related to compliance, oversight of documentation integrity and maintenance of medical records.
<b>a</b>	How will the Proposer ensure the security of protected health information (PHI)?
<b>b</b>	Training plan related to HIPPA and Compliance.
<b>3</b>	Organization’s infrastructure related to quality improvement, data collection and performance outcome tracking.
<b>4</b>	A statement as to whether there is any pending litigation against the Proposer.
<b>5</b>	<p>A list, if any, of all current contractual relationships with the County of Solano and all those completed within the previous five-year period the list must include:</p> <ul style="list-style-type: none"> <li>- Contract number</li> <li>- Contract term</li> <li>- Core service/s being delivered</li> <li>- Description of any corrective action plans that have been in place for any of the associated contracts.</li> </ul> <p>(NOTE: Current or prior contracts with the County are NOT a prerequisite to being awarded the maximum available points for the Proposer Qualifications and Experience category.)</p>

SCOPE OF WORK / PROGRAM NARRATIVE	
	<b>Provide a response or description for each of the following:</b>
<b>1</b>	A brief description of the overall program and its approach to the core service delivery.
	<b>a</b> The name of the proposed program and how specifically this program will address the needs of the target population.
	<b>b</b> The proposed specific activities to performed by personnel hired through this proposed program.
	<b>c</b> Description of expected daily activities and service offerings that will promote wellness and independent living skills.
	<b>d</b> A description of how the proposed program will work collaboratively within the local continuum of care for mental health and homeless services.
<b>2</b>	Describe how the program will demonstrate cultural and linguistic competence outlined in the National CLAS Standards.
	<b>a</b> Describe how the program will ensure that the cultural and linguistic needs of consumers will be met including strategies to meet the needs of Spanish-speaking (Solano County threshold language) and Tagalog-speaking populations.
	<b>b</b> Plan for providing appropriate services to lesbian, gay, bi-sexual, transgender, and questioning (LGBTQ+) consumers.
	<b>c</b> Plan for how the program will recruit and retain bicultural and bilingual staff reflecting the community served.
<b>3</b>	Describe evidence-based practices (EBP) or specific models of intervention that will be utilized in the program, including the training and oversight of fidelity to the models.
<b>4</b>	Identify goals and intended outcomes of the proposed program, how they will be measured, and the timeframe for accomplishing the goals and outcomes.
	<b>a</b> Identify what outcome tools or validated instruments will be utilized to monitor programs and cycle of administration to determine that the services provided made a positive impact.  <b>Include copies of instruments to be used as an Attachment.</b>

5	Provide a Staffing Plan to include number of personnel needed for the proposed program and training plan. This section shall provide the qualifications and experience of the key team member(s) that will work on the project.
	a Complete Attachment 9 Key Team Members Reference Sheet
	b Describe how staff with lived experience (consumer or family) will participate in the delivery of services.
	c Infrastructure and historical data associated with recruitment and retention, including the retention statistics associated with clinical program staff and program management.
	d Describe trainings that will be provided for program personnel related to addressing the needs of the target population.
6	Provide a detailed Program Implementation Plan which should illustrate the steps needed to start the proposed program including timeframes and milestones. This should include but not be limited to: the critical pre-implementation steps needed to start the proposed program; approach to identify and respond to any anticipated challenges associated with implementation; and the indicators of readiness and strategies spread implementation across the county.
	a Describe the supervision plan for staff providing direct services.
	b Describe how the contract will be managed to ensure contract deliverables are met.
7	Other relevant information that demonstrates that the proposer is specifically qualified to provide the services being solicited in this RFP.

**COUNTY OF SOLANO  
HEALTH AND SOCIAL SERVICES  
BEHAVIORAL HEALTH DIVISION  
REQUEST FOR PROPOSALS (RFP) NO. 952-0315-23  
BH SUPPORTED HOUSING AND HOMELESS SERVICES**

**BUDGET WORKSHEETS**

The Budget Worksheet (ATTACHMENT 3) must be prepared according to the Budget Worksheet Instructions found on pages 12-13. The total cost on the Budget Worksheet must equal or be less than the amount of the annual budget listed in the RFP as described on page 8.

NOTE: A separate budget must be completed for start-up and each term for which funding is requested.

PROPOSER NAME \_\_\_\_\_

**BUDGET SUMMARY**

<b>COST CATEGORY</b>	<b>Start Up Budget (June – Sept 2023)</b>	<b>Dates: <u>July 1, 2023 – June 30, 2024</u></b>	<b>Dates: <u>July 1, 2024 – June 30, 2025</u></b>	<b>Dates: <u>July 1, 2025 – June 30, 2026</u></b>
A. Personnel				
B. Operating Expenses				
C. Subcontractor				
D. Indirect Costs				
<b>TOTAL</b>				

COUNTY OF SOLANO  
HEALTH AND SOCIAL SERVICES  
BEHAVIORAL HEALTH DIVISION  
REQUEST FOR PROPOSALS (RFP) NO. 952-0315-23  
BH SUPPORTED HOUSING AND HOMELESS SERVICES

START UP BUDGET YEAR 1 ONLY

YEAR 1: May 2023 – June 2023

(Budget will be prorated based on start date of contract)

COST CATEGORY	BUDGET
<b>TOTAL</b>	

YEAR 1: 7/1/2023-6/30/2024

(Budget will be prorated based on start date of contract)

Line Item	FTE	
<u>Personnel Expenses</u>		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits <i>include percentage rate</i>		
<b>SUBTOTAL PERSONNEL</b>		
<u>Operating Expenses</u>		
<i>examples only – please list all expected operating expenses in budget proposal</i>		
Utilities		
Office Supplies & Material		
Telephone & Communication		
Postage/Mailing		
Reproduction/Copying		
Travel		
Training/Conferences		
Client supports		
Other		
<b>SUBTOTAL OPERATING EXPENSES</b>		
<u>Subcontractors (only as needed)</u>		
Subcontractor 1		
Subcontractor 2		
<b>SUBTOTAL SUBCONTRACTORS</b>		
<u>Indirect Costs</u>		
Indirect Costs		
<b>SUBTOTAL INDIRECT COSTS</b>		
<b>GRAND TOTAL EXPENSES</b>		

ATTACHMENT 3 CONTINUED...

YEAR 2: 7/1/2024-6/30/2025

Line Item	FTE	
<u>Personnel Expenses</u>		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits <i>include percentage rate</i>		
<b>SUBTOTAL PERSONNEL</b>		
<u>Operating Expenses</u>		
<i>examples only – please list all expected operating expenses in budget proposal</i>		
Utilities		
Office Supplies & Material		
Telephone & Communication		
Postage/Mailing		
Reproduction/Copying		
Travel		
Training/Conferences		
Client supports		
Other		
<b>SUBTOTAL OPERATING EXPENSES</b>		
<u>Subcontractors (only as needed)</u>		
Subcontractor 1		
Subcontractor 2		
<b>SUBTOTAL SUBCONTRACTORS</b>		
<u>Indirect Costs</u>		
Indirect Costs		
<b>SUBTOTAL INDIRECT COSTS</b>		
<b>GRAND TOTAL EXPENSES</b>		

ATTACHMENT 3 CONTINUED...

YEAR 3: 7/1/2025-6/30/2026

Line Item	FTE	
<u>Personnel Expenses</u>		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits <i>include percentage rate</i>		
<b>SUBTOTAL PERSONNEL</b>		
<u>Operating Expenses</u>		
<i>examples only – please list all expected operating expenses in budget proposal</i>		
Utilities		
Office Supplies & Material		
Telephone & Communication		
Postage/Mailing		
Reproduction/Copying		
Travel		
Training/Conferences		
Client supports		
Other		
<b>SUBTOTAL OPERATING EXPENSES</b>		
<u>Subcontractors (only as needed)</u>		
Subcontractor 1		
Subcontractor 2		
<b>SUBTOTAL SUBCONTRACTORS</b>		
<u>Indirect Costs</u>		
Indirect Costs		
<b>SUBTOTAL INDIRECT COSTS</b>		
<b>GRAND TOTAL EXPENSES</b>		

**COUNTY OF SOLANO  
HEALTH AND SOCIAL SERVICES  
BEHAVIORAL HEALTH DIVISION  
REQUEST FOR PROPOSALS (RFP) NO. 952-0315-23  
BH SUPPORTED HOUSING AND HOMELESS SERVICES**

**ATTACHMENT 4: FISCAL QUALIFICATIONS  
MAXIMUM TEN (10) PAGES**

<b>1</b>	Provide the name and title of the individual responsible for fiscal management and cost control. Describe this person’s training, experience, and tenure in this position
<b>2</b>	Describe the fiscal and operational infrastructure and experience to support this program. This may include number of employees in leadership and the fiscal department, tenure of each employee, and any relevant information that supports the depth and breadth of the fiscal and operational infrastructure of the organization. Infrastructure should be described within the context of the proposer’s entire set of business that relies upon that infrastructure
<b>3</b>	Provide a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

**COUNTY OF SOLANO  
HEALTH AND SOCIAL SERVICES  
BEHAVIORAL HEALTH DIVISION  
REQUEST FOR PROPOSALS (RFP) NO. 952-0315-23  
BH SUPPORTED HOUSING AND HOMELESS SERVICES**

**SAMPLE BUDGET NARRATIVE**

(Note: The Budget narrative is the justification of “how” and/or “why” a line item helps to meet the program deliverables. The categories will change based on the proposed budget – Pages do not count toward total narrative maximum.)

**1. Personnel**

**A. Salary –**

**Total: \$77,800**

**Program Director** currently oversees the program and will spend 70% (.70FTE) of their time running the day-to-day operations, hiring, supervising and training staff for this program. This individual’s annual salary is \$70,000 and will be covered for the 12 months of the contract.

**Program Coordinator** will spend 100% (1.0FTE) of their time providing direct service to the participants (describe services). This individual’s annual salary is and will be covered for the 12 months of the contract totaling \$22,000.00.

**Program Assistant** is a part-time assistant which will provide (describe services). This individual’s annual salary is \$10.00 per hour, totaling \$13,600. Specifically for this contract, the Program Assistant is utilized 20 hours per week for 34 weeks of the contract year totaling \$6,800.00.

**B. Fringe Benefits –**

**Total: \$18,629.00**

FICA will be paid for all salaries:  $\$54,818.00 \times .0765 = \$4,194.00$ .

Unemployment cost is  $\$31,722.00 \times 3 \times .03 = \$2,855.00$ .

Retirement for full-time employees:  $\$48,596.00 \times .06 = \$2,916.00$ .

Health Insurance cost for full-time employees is the following:

Director:  $\$357 \times 12 \text{ months} = \$4,284.00$ .

Coordinator:  $\$365 \times 12 \text{ months} = \$4,380.00$ .

**2. Operating Expenses**

**A. Staff Travel/Mileage –**

**Total: \$1,689.00**

The staff is expected to travel around the county to visit sites, attend meetings and trainings/conferences, meet with county partners, visit families etc. The agency reimbursable rate is 0.445 and not the Federal rate of 0.575.

Program Director 300 miles  $\times 0.445 = \$134$ ; Daily Subsistence  $\$91.75 \times 5 \text{ days} = \$458.75$ ; Total \$593.00.

Program Coordinator 200 miles x 0.445 = \$89; Daily Subsistence \$91.75 x 5 days = \$458.75; Total \$548.00.

Program Assistant 200 miles x 0.445 = \$89; Daily subsistence \$91.75 x 5 days = \$458.75; Total \$548.00

**B. Equipment Purchases – Total: \$1,200.00**

One computer package including printer, scanner, and Word Programs will be purchased. The computer will be based in the administrative office and will be used to develop and maintain client databases in addition to performing administrative work connected to this program.

**C. Client Transportation – Total \$5,280.00**

Due to the lack of transportation services in the county, transportation is provided for families and children to participate in activities.

Gas: \$100.00 a month x 12 months = \$1200.00

Insurance: Automobile Liability per year for \$1380.00

Repair and Maintenance: Routine Maintenance for Van (oil change, tires, etc.) as needed \$300.00

Van Rental for use of County Transportation Vans (\$200.00 a month x 12 months) = \$2,400.00.

**D. Medical Supplies and Expense – Total \$100.00**

4 First-aid kits will be purchased in case of a medical emergency. 4 x \$25.00 = \$100.00

**E. Facility Expenses – Total \$7,133.00**

Monthly rent and utilities cost is necessary for the site location to provide the services and activities. The cost is pro-rated at 50% for Rent and Utilities because the Department of Education contract covers the other 50% of the cost. ***Or the rent is calculated based off program FTEs and square footage of office suite.***

**Rent:** \$600.00 a month (pro-rated 50% of usage) \$300.00 x 12 months = \$3600.00.

**Utilities:** \$300.00 a month (pro-rated 50% of usage) \$150.00 x 12 months = \$1800.00.

**Repair/Maintenance:** \$100 a month (pro-rated 50%) \$50 x 12 months = \$600.00.

**Janitorial Supplies:** \$60 a month (pro-rated 50%) \$30 x 12 months = \$360.00.

**Liability/Property Insurance:** \$1546.00 per year (pro-rated 50%) = \$773.00.

**F. Other – Total \$11,151.00**

**IT/Electronic Health Record:** License fees for EHR \$180 annual fee x 5FTE staff using system = \$900.00.

**Employee Training:** to provide supplies for professional development and orientation for staff. \$41.67 x 12 months = \$500.00.

**Dues and Subscriptions:** to maintain memberships to organizations \$10.00 x 12 months = \$1200.00.

**Client Flex Funds:** to provide financial support to participants, pay bills, provide clothing, etc. \$91.66 per month x 12 months = \$1100.00.

**Office Supplies:** including binders, file folders, printer paper, toner, staples, etc. \$100.00 per month x 12 months = \$1200.00

**Phone and Internet Service:** This service is needed to stay connected to funding sources, parents, community collaborators and staff \$125.00 per month x 12 months = \$1500.00

**Postage:** Includes mailing, postage of flyers, program announcements, fiscal reports, etc. \$100.00 x 12 months = \$1200.00.

**Printing:** to include flyers, registration forms, handouts, workshop information, binding etc. \$41.67 x 12 months = \$500.00.

**Recruitment & Advertising:** to include hiring notices, screenings, special events \$50.00 x 12 months = \$600.00.

**Sub-Contracting for Lawn and Parking lot:** to maintain the appearance and safety of the outside area of the organization \$83.33 x 12 = \$1,000.00.

**Curricula Cost:** (Name Curricula and population it will serve): \$1200.00.

Snacks: provided for meetings, participants, etc. \$70.92 x 12 months = \$851.00.

**3. Indirect Costs –**

**Total \$0**

Please provide a percentage based on the agency's cost allocation plan.

**Total: \$122,982**

**COUNTY OF SOLANO  
HEALTH AND SOCIAL SERVICES  
BEHAVIORAL HEALTH DIVISION  
REQUEST FOR PROPOSALS (RFP) NO. 952-0315-23  
BH SUPPORTED HOUSING AND HOMELESS SERVICES**

**AGENCY REFERENCE FORM**

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

<b>1. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
<b>2. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
<b>3. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Description Of Service	
Dates(S) When Service Provided	

**COMPLETE THIS FORM AND RETURN WITH PROPOSAL. READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 7.**

**COUNTY OF SOLANO  
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**SIGNATURE PAGE**

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

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

**CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING (YES), (NO) OR (N/A)**

Customer Reference Statement (Complete the form and return with proposal)	
Key Team Members Reference Form (Complete the form and return with proposal)	
Non-Collusion Declaration (Complete the form and return with proposal)	
Certification of Compliance	
Reservations	
Disclosure of Criminal and Civil Proceedings	
Documents to be returned	
Other (Please specify): _____	

**SIGNATURE AND ACKNOWLEDGMENT:**

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**By signing the above, I certify that I am authorized by the company named above to respond to this form.**

**COUNTY OF SOLANO  
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**QUESTIONS AND ANSWERS FORM**

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county’s response to questions will be as specified in the solicitation documents.

1. Submit questions or concerns on the form provided.
2. State your question(s) in the table and reference the section of the solicitation (if applicable).
3. Submit the form (**Microsoft word only**) via email to solicitation coordinator by email at [nadespabiladeras@solanocounty.com](mailto:nadespabiladeras@solanocounty.com) or submit digitally via Bonfire E-procurement platform Solano County Portal. Please contact the coordinator with any questions regarding this process, preferably via email.

**QUESTIONS AND ANSWER**

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	COUNTY RESPONSE (FOR COUNTY USE ONLY)

Company/Firm Name			
Address			Zip: <input style="width: 50px;" type="text"/>
Contact Name			
Email		Phone	<input style="width: 100px;" type="text"/>
Fax		Signature	<input style="width: 150px;" type="text"/>

**COUNTY OF SOLANO  
HEALTH AND SOCIAL SERVICES  
BEHAVIORAL HEALTH DIVISION  
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BH SUPPORTED HOUSING AND HOMELESS SERVICES**

**NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106**

The undersigned declares: I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed by:

**COMPLETE THIS FORM AND RETURN WITH PROPOSAL. READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 7.**

COUNTY OF SOLANO  
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CERTIFICATION OF COMPLIANCE

CERTIFICATION:

The bidder does hereby make certification and assurance of the Proposer's compliance with:

- a) The laws of the County of Solano:  
<http://www.codepublishing.com/CA/SolanoCounty/>
- b) Title VI of the federal Civil Rights Act of 1964:  
<https://www.justice.gov/crt/fcs/TitleVI-Overview>
- c) Title IX of the federal Education Amendments Act of 1972:  
<https://www.justice.gov/crt/title-ix-education-amendments-1972>
- d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:  
<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>
- e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:  
<https://www.ada.gov/pubs/adastatute08.htm>
- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
- g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this SOLICITATION.

**COMPLETE THIS FORM AND RETURN WITH PROPOSAL. READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 7.**

COUNTY OF SOLANO  
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SOLANO COUNTY RESERVATIONS

**COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:**

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

**Right of Rejection**

1. The County reserves the right to reject any and all bids, or to cancel this SOLICITATION in part or in its entirety.
2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
3. The County reserves the right to amend this SOLICITATION at any time. The County also reserves the right to cancel or reissue the SOLICITATION at its sole discretion.
4. Any bid received which does not meet the requirements of this SOLICITATION, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this SOLICITATION.
5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
7. To reject any and all proposals considered not to be in the best interest of the County.
8. To waive any and all minor irregularities in bids.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

**READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 7.**

**COUNTY OF SOLANO  
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**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

COMPANY / ORGANIZATION NAME	
-----------------------------	--

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

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

**CERTIFICATION**

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

FEDERAL TAX I.D. NUMBER	
-------------------------	--

**SIGNATURE AND ACKNOWLEDGMENT**

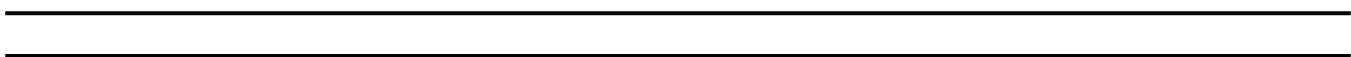
Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**COUNTY OF SOLANO  
HEALTH AND SOCIAL SERVICES  
BEHAVIORAL HEALTH DIVISION  
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BH SUPPORTED HOUSING AND HOMELESS SERVICES**

**PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

Note: if no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.



**COMPLETE THIS FORM AND RETURN WITH PROPOSAL. READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 7.**

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**CHECK LIST**

The County will review each proposal against the following proposal submission requirements to determine eligibility of a proposal to be considered for further evaluation. Incomplete submission may disqualify the Proposer from further consideration in this process.

<b>This Checklist is not comprehensive. it is the proposer’s responsibility to ensure compliance with all requirements of this solicitation.</b>	<b>If Yes, indicate by initialing</b>
Your Firm is one of the following types: (Non-profit organizations, health care systems, for-profit organizations, and government entities) and is eligible to submit a proposal.	
Proposal formatted as per solicitation requirements (Submission Instruction)	
Cover letter submitted in letterhead, contain signature, address and validity period	
Table of contents not exceed 1 page	
Organization overview not to exceed 2 pages	
Proposal number of page does not exceed the limit	
A complete package of technical proposal is provided	
Proposal contains Qualifications and Program Narrative (Attachment 2)	
Proposal contains Budget Worksheet (Attachment 3)	
Proposal contains Fiscal Qualification (Attachment 4)	
Proposal contains Budget Narrative (Attachment 5)	
Proposal contains Cost Allocation Plan	
Validated Screening Tools if applicable	
Most recent Audited Financial Statement as required by section 6.G to 6.I.	
Documentation of Cash Flow	
Customer Reference Statement (Complete form and return with proposal)	
Key Team Members Reference Form (Complete form and return with proposal)	
Signature page is signed and submitted	
All exhibits required by this Solicitation, are included	
Amendment documents if exist, is/are included	
Any other documents if attached (specify)	
If any, were objections to the County contract submitted on Exhibit I during the period for questions and comments, as detailed in the Solicitation Schedule of Events. The County reserves the right to reject any qualifications or objections to the contract if included in proposer’s submittal, if not identified and submitted to the county on Exhibit I. the county responded to Exhibit I inquiries via an amendment to this solicitation document	

**SIGNATURE AND ACKNOWLEDGMENT**

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**COUNTY STANDARD CONTRACT**

The *Standard* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Standard Contract on Next Page]

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

CONTRACTOR'S NAME

BUSINESS FORM

The Term of this Contract is:

The maximum amount of this Contract is:

\$

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

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

This Contract is made on \_\_\_\_\_, 2023.

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

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

Rev. 01/22/18

**SCOPE OF WORK**

[Actual scope of work to be negotiated upon contract award.]

**I. PROGRAM DESCRIPTION**

Contractor will provide \_\_\_\_\_ 2-4 sentences describing the general core services that will be provided.

**For MHSA Contracts only:** The (X) program/services are outlined in the Solano County Mental Health Services Act (MHSA) Integrated Three-Year Plan for Fiscal Year (FY) (years).

**II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:****1. PROGRAM SPECIFIC ACTIVITIES**

Specific program activities include:

*List the key work activities related to providing the service the County is purchasing.*

A.

**2. GENERAL ACTIVITIES**

While providing the specific activities, Contractor agrees to:

- A. Provide mental health services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends, family, and the community; with an emphasis on promoting whole health, wellness and recovery.
- B. Ensure that service frequency is individualized and based upon best practices related to the need of each beneficiary and in accordance with the Solano County Mental Health Plan (MHP) level of care system.
- C. Make coordination of service care an integral part of service delivery which includes providing education and support to beneficiaries/family members as well as consulting with community partners including but not limited to: other behavioral health service providers, physical care providers, schools (if appropriate), etc.
- D. Maintain documentation/charting according to industry standards and strengths-based best practices. For all beneficiaries entered into the Solano County MHP electronic health record, Contractor shall adhere to documentation standards set forth by the MHP in accordance with Solano Behavioral Health trainings, practices and documentation manuals.
- E. Ensure that direct clinical services are provided by licensed, registered or waived clinicians or trained support counselors or peer specialists.
  1. Assessment activities and clinical treatment services (i.e., 1:1 therapy, family therapy, and group psychotherapy) can only be provided by licensed or registered clinicians.
  2. "Other Qualified Providers", such as mental health specialist level staff or peer specialists, are authorized to bill for Medi-Cal reimbursable mental health services, such as targeted case management, rehabilitative services, collateral, or plan development

3. If Contractor employs staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field, the Contractor will provide and document training around any service activity for which the staff will be providing.
- F. Supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.
- G. Utilize clinical outcome measures and level of care assignment tools prescribed by the County. Such measures and tools will remain in effect until County officially notifies Contractor of a change in practice.
- H. Provide information (including brochures, postings in lobby, afterhours voicemail message, etc.) that communicates how beneficiaries can access 24/7 services (e.g. crisis stabilization unit phone number, suicide prevention hotlines/text lines, and/or for full service partnership (FSP) program consumers the after-hours FSP warmline) when medically necessary.
- I. All media related to services provided through contract and provided to the public must include a reference to the Solano County Board of Supervisors, Health and Social Services and include the County logo; any programs also funded by the Mental Health Services Act as the sponsors must also include the Solano BH and MHSA logo.
- J. Representatives from the Contractor organization must make efforts to attend the monthly local Mental Health Advisory Board meeting, and participate in the community planning stakeholder meetings, including those for the MHSA annual update or Three-year plan, planning for housing services, suicide prevention planning, etc.
- K. MHSA-funded programs must participate in the quarterly MHSA Partner meeting, specific MHSA stakeholder planning meetings, etc.

### **3. PERFORMANCE MEASURES**

Contractor agrees that services provided will achieve:

*3-5 performance deliverables to include*

### **4. REPORTING REQUIREMENTS**

- A. Contractor will collect, compile and submit monthly agreed upon contract deliverables and client demographic data by the 15<sup>th</sup> of each month unless granted an extension by the County Contract Manager or designee and be responsible for the following:
  1. Submit the monthly service delivery data using the tool agreed upon with the County Contract Manager. Data required may include but is not limited to:
    - a. Number of unduplicated individuals served;
    - b. Number of services provided per specific program activities;
    - c. Unduplicated count of beneficiaries served in each program activity.
    - d. Number of new individual moves per month (PSH/NPLH programs only).
    - e. Number of individuals discharged to higher or lower levels of care per month (PSH/NPLH programs only).
    - f. Average hours per week of client participation related to items II.1.C by activity and by groups (PSH/NPLH programs only).
    - g. Landlord engagement data;
    - h. HMIS required entry and any other data sets related to grants being implemented.

**B. For MHSAs contracts only:**

2. Submit the monthly Demographic Report Form to include demographic categories determined by MHSAs regulations which include:
  - a. Age group;
  - b. Race;
  - c. Ethnicity;
  - d. Primary Languages;
  - e. Sexual orientation;
  - f. Gender assigned sex at birth;
  - g. Current gender identity;
  - h. Disability status;
  - i. Veteran status.
3. For Prevention and Early Intervention (PEI) funded contracts: Per Title 9 CCR Section 3560.010 Contractor shall collect and report demographic data will include outreach and prevention activities as well as early intervention activities. Contractor to collect demographics for:
  - a. Participants of prevention activities including trainings, support groups, outreach events, etc.
  - b. Beneficiaries served in prevention and early intervention programs.

C. Contractor will prepare an annual narrative of program activities, submitted by July 15<sup>th</sup> of each contract year. The following information should be included:

1. Overall program outcome tools used to capture impact of services for consumers or participants served.
2. Overall program milestones/successes and challenges/barriers.
3. Program efforts to address cultural and linguistic needs of service recipients.

**5. CONTRACT MONITORING MEETINGS**

Contractor shall ensure at least one member of the leadership team is available to meet with the County Contract Manager or designee for monthly check-in technical assistance meetings. Additionally, Contractor shall ensure that staff providing program oversight and management attend the quarterly performance review meeting as scheduled by the County to review the scope of work (SOW) and to discuss performance measures, fiscal impact and clinical progress as appropriate per contract.

**6. PATIENT RIGHTS**

- A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, HITECH, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to beneficiaries, and facility personnel to monitor Contractor's compliance with said statutes and regulation.
- B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:
  1. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;
  2. They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider or staff persons.

## **7. CULTURAL & LINGUISTIC RESPONSIVITY**

Contractor shall ensure the delivery of culturally and linguistically appropriate services to beneficiaries by adhering to the following:

- A. Contractor shall provide services pursuant to this Contract in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County Mental Health Plan Cultural Competence Policy. Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.
- B. Agencies which provide mental health services to Medi-Cal beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Responsivity Plan provisions. Accordingly, Contractor agrees at a minimum:
  1. Utilize the national Culturally and Linguistically Appropriate Services (CLAS) standards in Health Care under the QA/QI agency functions and policy making. For information on the CLAS standards please refer to the following link: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
  2. During FY 20/21 Contractor will develop an agency Cultural Responsivity Plan to include goals and objectives towards improving cultural and linguist competencies and addressing local disparities. County will provide technical assistance, useful tools and a plan template to be used for organizations that do not already have such a plan.
    - a. The Cultural Responsivity Plan shall be submitted to County Ethnic Services Coordinator for qualitative review, feedback, and approval no later than (TBD pending start of contract).
    - b. The agency Cultural Responsivity Plan shall be reviewed and updated at least annually, and a copy submitted to County Quality Improvement by December 30<sup>th</sup> of each Fiscal Year for the current Fiscal Year.
    - c. Contractor will submit a revised plan if County determines the plan to be inadequate or not meeting fidelity to the CLAS standards.
  3. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the intentional outreach, hiring, and retention of a diverse workforce;
  4. Provide culturally sensitive service provision and staff support/supervision, including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Contractor will ensure agency representation for the County Cultural Competency Committee held monthly in order stay apprised of—and inform—strategies and initiatives related to equity and social justice as informed by the goals included in the County Cultural Responsivity Plan and Annual Updates.
  1. Assign an agency staff member designated to become an active committee member attending meetings consistently. Designee will be required to complete the *Cultural Competency Committee Participation Agreement* form.

2. Make an effort to ensure that the designated representative can also participate in ad hoc sub-committee meetings scheduled as needed to work on specific initiatives related to goals in the Cultural Responsivity Plan.
3. Identify a back-up person to attend committee meetings in the absence of the designated person.

D. Provision of Services in Preferred Language:

1. Contractor shall provide services in the preferred language of the beneficiary and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the beneficiary or family expressly refuses the interpreter provided.
2. Contractor may identify and contract with an external interpreter service vendor, or may avail themselves to using the vendor provided and funded through Solano County Health and Social Services.
3. Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the mental health field is recommended.
4. Contractor shall ensure that all staff members are trained on how to access interpreter services used by the agency.
5. Contractor will provide informational materials as required by Section 9.D below, legal forms and clinical documents that the beneficiary or family member may review and/or sign shall be provided in the beneficiary/family member's preferred language whenever possible.
6. Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County's threshold language of Spanish as needed for beneficiaries and/or family members.

E. Cultural Competence Training:

1. Contractor shall ensure that all staff members including direct service providers, medical staff, administrative/office support, reception staff, and leadership complete at least one training in cultural competency per year.
  - a. On a monthly basis, Contractor shall provide County Quality Improvement with an updated list of all staff and indicate the most recent date of completing Solano MHP approved Cultural Competence Training. Evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving Cultural Competence training, should also be provided to County Quality Improvement at that time.

- F. Contractor will Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

**8. QUALITY IMPROVEMENT ACTIVITIES**

A. Regulation changes that occur during the life of this agreement:

1. If/When Federal and/or State agencies officially communicate changes/additions to current regulations, County will communicate new expectations via County QI Information Notice, and such requirements will supersede contractual obligations delineated in this agreement.

B. Medi-Cal Certification:

1. If the Contractor has Medi-Cal claiming programs, then Contractor will meet and maintain standards outlined on the most up-to-date DHCS Certification Protocols, as well as any standards added by the County through the most recent County Behavioral Health Division policy.
  2. Contractor shall inform County of any changes in Contractor status, including changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, Clinical Head of Service.
- C. Contractor will communicate any such changes within 60 days to County Quality Improvement, utilizing the most up-to-date version of the *Solano County Behavioral Health Division Medi-Cal Certification Update Form* Staff Credentialing:
1. Contractor shall adhere to credentialing and re-credentialing requirements as stipulated in Department of Health Care Services MHSUDS Information Notice 18-019.
  2. All Contractor staff providing services that are entered into the County billing and information system must have the staff names and other required information communicated to County Quality Improvement using County Staff Master form.
  3. Contractor shall provide County MHP Quality Improvement with a monthly updated list of Contractor staff by the date provided by MHP Quality Improvement.
  4. Contractor shall not employ or subcontract with any provider excluded from participation in Federal health care programs.
  5. Contractor shall notify County Quality Improvement when a staff provider will be terminating and shall demonstrate a good faith effort to notify in writing all individuals who were actively receiving services of the termination within 15 calendar days of receiving the termination notice from the staff.

D. Access:

1. Contractor must have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If Contractor only serves Medi-Cal beneficiaries, Contractor must provide hours of operation comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the contract or another Mental Health Plan.
2. Contractor must meet the state standards for timely access to care and services, taking into account the urgency of need for services. If there is a failure to comply with timely access requirements, corrective action can and will take place.
  - a. Contractor will ensure that upon receiving written referral or request for service, Contractor will contact beneficiary within 1-2 business days.
  - b. For urgent service requests, Contractor will offer an assessment appointment that is 3 business days from date of service request from Solano MHP.
  - c. For routine service appointments, Contractor will offer an assessment appointment within 10 business days from the date service was requested from Solano MHP. In the event that this timeline cannot be met:
    - i. **Notification:** Contractor will notify the appointed County Contract Manager or the County designee within one business day for Urgent referrals and within two business days for Routine referrals.
    - ii. **NOABD:** For beneficiaries with Medi-Cal insurance who are not offered an assessment appointment within 10 business days, a Notice of Adverse Benefit Determination (NOABD) will be completed and sent to the beneficiary and County Quality Improvement in accordance with Solano MHP guidelines.

- d. If Contractor provides psychiatric medication services, Psychiatry appointments (for both adult and children/youth) must be offered to Medi-Cal beneficiaries within 15 business days from the date the beneficiary or a provider acting on behalf of the beneficiary, requests a referral for a medically necessary service. Appointment data must be recorded, tracked and submitted to the County Quality Improvement Unit monthly.
3. If Contractor acts as a “point of access” for Solano MHP, the Contractor will utilize the County’s electronic health record “Access Screening and Referral” form to screen all new beneficiaries requesting services directly from the Contractor.
4. Contractor will provide staff to work with County Quality Improvement to make multiple (no less than four) test calls for the County business and after-hours access telephone line, during one month per fiscal year.
5. Contractor will monitor internally the Contractor’s timeliness in terms of responding to requests for service, as indicated above in the “Access” section of this contract. Contractor will review timeliness with County Contract Manager, or designee on a regular basis. Failure to demonstrate consistent adherence to these timeliness standards may result in an official Plan of Correction being issued to the Contractor.
6. Once Contractor initiates the Assessment process with the client (Assessment Start Date), Contractor shall complete and finalize the Assessment and Client Plans for that client as evidenced by provider signature, credential, NPI number, and date, within 10 business days of the Assessment Start Date.
  - a. Contractor shall abide by the No Wrong Door policy for the provision of intake services.
  - b. Contractor shall initiate non-urgent, non-psychiatric treatment services within 10 business days of Assessment/Client Plan completion date.

E. Service Authorization

1. Per County Behavioral Health Division policy AAA219 – Authorization Standards, Contractor will demonstrate medical necessity via a County initiated Quality Review of a client’s assessment and client plan prior to providing the following services for which prior authorization is not permitted:
  - i. Crisis Intervention
  - ii. Crisis Stabilization
  - iii. MH Services
  - iv. Targeted Case Management (TCM)
  - v. Intensive Care Coordination (ICC)
  - vi. Medication Support Services

F. Informing Materials

1. Informing materials include Solano County MHP Guide to Mental Health Services, Provider Directory, Problem Resolution forms, notices of service denial or termination.
2. Contractor shall ensure that informing materials are printable and given to those requesting services within 5 business days.
3. Contractor shall ensure that Informing Materials are made available in County threshold language of Spanish, and alternative formats (audio and large font).
4. Contractor shall provide written taglines communicating the availability of written translations or oral interpretation in specific other languages.

- a. A hard-copy page of taglines in all prevalent non-English languages in the State of California, as provided by County MHP Quality Improvement, must be attached to all written materials provided to those requesting services.
- b. A hard-copy page of taglines must also be available in large print (font no smaller than 18 pt.) for those with visual impairments.

G. Notice of Adverse Benefit Determination

1. Contractor shall provide an individual requesting services with a Notice of Adverse Benefit Determination (NOABD) [formerly referred to as NOA-A and NOA-E], per County MHP's Policy and Procedure AAA201 Notices of Adverse Benefits Determination Requirements under the following circumstances:
  - a. The denial, limited authorization, or modification of a requested service, including determinations based on the type or level of service, based on the type or level of service requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit;
  - b. The failure to provide services in a timely manner (within 10 business days from point of access to initial assessment);
  - c. The denial of a beneficiary's request to dispute financial liability, including cost sharing and other beneficiary financial liabilities.

H. Contractor shall maintain medical records in such a manner that all required documentation for every beneficiary is stored in a secure medical record. Additionally, documentation will be completed with an emphasis on both timeliness and clinical accuracy, in order to establish medical necessity for all specialty mental health services provided by the Contractor, as outlined in Solano County Behavioral Health Quality Improvement documentation trainings and manual.

1. Only one assessment and treatment plan covering the annual service period is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed an assessment and treatment plan, Contractor will utilize the already completed documentation to establish medical necessity for treatment or complete a brief update to any area in need of supplemental information.
2. Required documentation includes, but is not limited to, the following:
  - a. Informing Materials
  - b. Clinical Behavioral Health Assessment
  - c. Beneficiary Treatment Plan
  - d. Service Authorization (when/if preauthorization is required)
  - e. General Consent for Treatment
  - f. Medication Consent
  - g. Authorizations to Release Medical Records
  - h. Acknowledgement of Receipt of Notice of Privacy Practices
  - i. Notices of Action (if applicable, must be sent to Quality Improvement within 5 business days)

I. Quality Review of MH Assessments and Client Plans:

1. Contractor shall coordinate with County Quality Improvement, once the contractor has established medical necessity for a client's care, to provide an Assessment, Beneficiary Treatment Plan, and any other relevant documents deemed necessary by County prior to providing planned services.
2. Contractor will respond to County Quality Improvement's request for clinically amended documentation and resubmit documentation within 5 business days of receiving County's request in order to complete the Clinical Quality Review process.

J. Problem Resolution

1. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
  - a. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Beneficiary Problem Resolution Process – Grievances*, *ADM142 Beneficiary Problem Resolution Process – Appeals*, *ADM143 Beneficiary Problem Resolution Process – Expedited Appeals*, *ADM132 Request to Change Service Provider*, and *AAA210 Beneficiary Right of a Second Opinion*.
2. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
  - a. Contractor shall post County notices and make available County forms and other materials informing beneficiaries of their right to file a grievance and appeal. Required materials include the following brochures: "Beneficiary Rights & Problem Resolution Guide", "Appeal Form", "Compliment/Suggestion Form", "Grievance Form", "Request to Change Service Provider", and the "MHSA Grievance Form". Contractor shall aid beneficiaries in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
  - b. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a beneficiary of the MHP to County Quality Improvement, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
  - c. Contractor shall provide "reasonable assistance" to individuals completing problem resolution forms, such as providing interpreting services and free access to TTY/TTD services.
  - d. Contractor shall communicate and collaborate directly with the County Quality Improvement Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.
  - e. Contractor shall provide at no cost and sufficiently in advance of a resolution timeframe for appeals, information that the beneficiary may want to use to support the case, including parts of their medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Plan in connection with the appeal of the adverse benefit determination.

K. Serious Incident Reports (SIRs):

1. Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy *ADM-1.10 Serious Incident Reporting*, including but not limited to the following:
  - a. Contractor shall verbally notify County Quality Improvement immediately but no later than 4 hours after a serious incident.
  - b. Contractor shall submit the SIR electronically to County Quality Improvement within 24 hours of the incident or sooner via Comply Track website:
  - c. Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.

- d. Contractor and County Behavioral Health Administration/Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future. An Adverse Outcome meeting may be scheduled, in which the contractor may need to attend, in order to discuss the SIR, interventions and recommendations for policy/program quality improvement.
  - e. Data breaches or security incidents are required to be reported to both County Quality Improvement and County Health and Social Service Compliance Unit concurrently immediately upon discovery and no later than 24 hours.
- L. Contractor Quality Improvement Process:
- 1. Contractor will establish and maintain an internal agency quality improvement and quality assurance process, including but not limited to the following:
    - a. Internal Quality Improvement Work Plan – The plan will set goals around Access, Timeliness, Quality and Outcomes for the Contractor and will be evaluated at least annually. A new plan will be created annually, and a copy submitted to County Quality Improvement by July 30<sup>th</sup> of each Fiscal Year for the current Fiscal Year. Contractor will submit a revised plan if County determines the plan to be inadequate.
    - b. Internal review of Assessments/Plans – Contractor will internally review at least 25% of all Assessments and Treatment plans. A quarterly report will be sent to County Quality Improvement.
    - c. Internal review of provider progress notes – Contractor will internally review at least 10% of every provider’s progress notes. A quarterly report will be sent to County Quality Improvement.
    - d. Monitoring safety and effectiveness of medication practices – If Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process. Contractor policy will specifically address procedures Contractor utilizes to monitor prescribing to children and youth.
- M. Quality Improvement Committee:
- 1. Contractor will provide a representative to participate in County quarterly Quality Improvement Committee (QIC).
  - 2. If Contractor’s place of business is not located within Solano County boundaries, Contractor’s representative may request to participate remotely via conference call and/or web-based interface.
  - 3. Contractor will provide data related to objectives/goals outlined in the County Quality Improvement Plan in a timely fashion prior to quarterly QIC meeting as requested by the County designee.
- N. Annual County review of Contractor service delivery site and chart audit:
- 1. County will engage in a site and chart review annually, consistent with practices outlined in the most up-to-date version of the County *Mental Health Utilization Review Handbook*.
  - 2. Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart audit.
  - 3. If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.

4. County, State or Federal Officials have the right to audit for 10 years from any previous audit, therefore Contractor will retain records for 10 years from the completion of any audit.
- O. Compliance Investigations:
1. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Contract. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding beneficiaries receiving services, and other data relating to all matters covered by this Contract.
- P. Service Verification:
1. Contractor will submit an executed copy of Contractor Service Verification Policy once created and will provide County a copy of Contractor's revised policy any time policy is revised/updated.
  2. Contractor policy will contain measures as strict or stricter than the current County policy *QI620 Service Verification Requirements*
  3. Contractor will provide evidence of following policy to Quality Improvement Service Verification Coordinator at intervals during the fiscal year as stipulated by County policy *QI620*.
- Q. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
1. Contractor will abide by the requirements outlined in County policy *ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies*, including but not limited to the following:
    - a. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County
    - b. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
    - c. Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
    - d. Contractor will terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.
- R. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training on an annual basis.
1. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually by July 15<sup>th</sup> each Fiscal Year for the training the year prior.
- S. Performance Data (1915b Waiver Special Terms and Conditions):
1. Contractor will provide County with any data required for meeting 1915b Waiver Special Terms and Conditions requirements communicated by California DHCS, within the timeline required by DHCS.
- T. Utilization Management
1. Contractor will work with the County Contract Manager to monitor the following Contractor efforts:

- a. Expected capacity to serve Medi-Cal Eligible beneficiaries
  - b. Expected service utilization
  - c. Number and types of providers needed in terms of training, experience and specialization
  - d. Number of Contractor providers not accepting new clients
  - e. Geographical location to beneficiaries in terms of distance, travel time, means of transportation typically used by beneficiaries, and physical access for disabled beneficiaries
  - f. Contractor ability to communicate with limited English proficient beneficiaries in their preferred language
  - g. Contractor's ability to ensure: physical access, reasonable accommodations, culturally competent communications, accessible equipment for beneficiaries with physical or mental disabilities
  - h. Available triage lines or screening systems
  - i. Use of telemedicine or other technological solutions, if applicable
- 2. Additional areas of monitoring include:
    - a. Blocked billing due to missing treatment plans or MH diagnosis that results in lost revenue
- U. Performance Outcome Measures
- 1. Adult
    - a. Adult Programs will utilize Reaching Recovery Measures, or another set of measures approved by County Contract Manager and County Quality Improvement for adult clients ages 18 and older. Frequency of reevaluation is determined by County Quality Improvement.
    - b. Adult services contractors will also be required to complete a Child Adolescent Needs & Strengths (CANS) measure with any young adults, ages 18-20.
    - c. Adult services contractors will also be required to request authorization from any 18 year old client to complete Pediatric Symptom Checklist (PSC-35) with the client's identified parent/caregiver. PSC-35 shall only be initiated if client authorizes the caregiver to participate in the treatment process.
  - 2. Child and Adolescent Services Providers:
    - a. Child Adolescent Needs & Strengths (CANS) measures shall be used with all County beneficiaries 0-17 years old. Pediatric Symptom Checklist (PSC-35) shall be provided to the caregiver of any beneficiaries 3-17 years old. These measures shall be completed every six months.
  - 3. Only one set of measures shall be completed at each required interval per beneficiary. The Primary Service Coordinator administer the measures.
  - 4. When acting as the Primary Service Coordinator, Contractor shall administer the CANS and PSC-35 measures at the required intervals of initial assessment, every 6-months thereafter, and at discharge from treatment.
  - 5. Primary Service Coordinators and Treatment planning teams shall use Outcome measure data to determine treatment progress, areas of treatment focus, and level of care.
  - 6. Contractor shall manually data enter or submit a data upload of CANS and PSC-35 data monthly by the deadline established by County MHP Quality Improvement.
- V. Network Adequacy Certification
- 1. Contractor must submit network adequacy data to the County at a frequency (either quarterly or monthly), in a manner and format determined by the County, by or before

deadlines officially communicated to the Contractor by County Quality Improvement Unit.

2. Contractor will maintain and monitor a network of appropriate providers that is sufficient to provide adequate access to all services covered by this contract, per California MHSUDS Information Notice 18-011 (dated February 13, 2018).

W. Provider Directory

1. Contractor will ensure that Contractor's Provider Directory captures various elements about their providers including their license number and type, NPI, language(s), cultural capabilities, specialty, services, if the provider is accepting new beneficiaries, and any group affiliations.
2. Contractor will also ensure that the Provider Directory captures basic information about the facility where the provider serves beneficiaries to include address, telephone number, email address, website URL, hours of operation, and whether the providers' facility is accessible to persons with disabilities.
3. Any changes to the Provider Directory must be reported to the County monthly per MHSUDS Info. Notice No. 18-020 (dated April 24, 2018) – Federal Provider Directory Requirements for Mental Health Plans (MHPs) and by deadlines established by the County.

X. Physical Accessibility Requirements

1. Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities.
2. County Quality Improvement will provide Physical Accessibility ratings for Contractor's facilities/offices during Medi-Cal certification site visits. Contractor's facilities/offices will be rated as having "Basic" or "Limited" accessibility for seniors and persons with disabilities.
  - a. "Basic" access is granted when the facility/office demonstrates access for the members with disabilities to parking, interior and exterior building, elevator, treatment/interview rooms, and restrooms.
  - b. "Limited" accessibility is granted when the facility/office demonstrates access for a member with a disability are missing or incomplete in one or more features for parking, building, elevator, treatment/interview rooms, and restrooms.
  - c. If Contractor's facility/offices are given a "Limited" rating, a Plan of Correction will be issued.
3. If there is a change to the physical accessibility of the contracted agency/individual, it must be reported to the County via the County's MHP monthly Provider Directory update process.

Y. Language Line Utilization

1. Contracted agencies/individuals must submit language line utilization data monthly detailing use of interpretation services for beneficiaries' face-to-face and telephonic encounters.
2. Language line utilization data submission should include (for each service encounter that required language line services):
  - a. the reporting period;
  - b. the total number of encounters requiring language line services;
  - c. the language utilized during the encounter requiring language line services;
  - d. the reason services were not provided by a bilingual provider/staff or via face-to-face interpretation.

3. Language line utilization data must be submitted to and as requested by County MHP Quality Improvement, using the template provided by County MHP Quality Improvement and following the instructions contained on the reporting tool.
- Z. Program Integrity
1. Contractor shall ensure that contracted providers are enrolled through the State's Provider Enrollment process, following all requirements within Department of Health Care Services MHSUDS Information Notice 17-027.
  2. Contractor must have a mechanism in place to report to the County when it has received an overpayment, to return the overpayment to the County within 45 calendar days after the date the overpayment was identified, and to notify the MHP in writing of the reason for the overpayment.

### **9. CONFIDENTIALITY OF MENTAL HEALTH RECORDS**

- A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records pursuant to 45 CFR Part 160 (HIPAA). County and Contractor shall maintain the confidentiality of any information regarding beneficiaries (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the beneficiary's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. Contractor and staff will be responsible for only accessing beneficiary data from the County's electronic health record for beneficiaries for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access beneficiary data that do not meet those requirements will be considered data breaches and Contractor is responsible for reporting such breaches to County Quality Improvement and HSS Department Compliance unit immediately or within 4 hours of discovery.
- C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

### **III. COUNTY RESPONSIBILITIES**

County will:

- A. Provide technical assistances in the form of phone consultations, site visits and meetings to provide clinical guidance and address challenges in the clinical program, implementation and/or performance of the SOW.
- B. Provide training and technical assistance on the use of the Netsmart Avatar electronic health record system. (only if vendor will be entering services into Avatar)
- C. Assign a QI Liaison for programs under the MHP billing Medi-cal.
- D. Provide feedback on performance measures objectives and fiscal expenditures in a timely manner to seek a proactive solution.
- E. Make available electronically all policies and procedures referenced herein and inform the Contractor as polices are reviewed and updated so that the Contractor is aware of changes.

**BUDGET DETAIL AND PAYMENT PROVISIONS**

[Actual Budget and Payment Plan to be negotiated upon contract award.]

**I. METHOD OF PAYMENT**

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit "B-1" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in **Section 3 of the Standard Contract**. Monthly claims for payment should be submitted to County by the 15<sup>th</sup> day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section I.E and be documented by a fiscal monitoring report (Exhibit B-2). **Each invoice must specify actual charges incurred.**
- C. Contractor must request prior written approval, which approval may be withheld at the sole and absolute discretion of County, for transfers between budget categories or the addition of line items within the operating expenses category, which are set forth in Exhibit B-1, when the cumulative amount of such transfers or additions exceed the lesser of \$ \_\_\_\_\_ or 10% of the total Contract budget for the fiscal year. County may authorize the proposed transfers between budget categories or the addition of line items within a budget category under this section, except for personnel, subcontractors, indirect costs and capital expenditures (equipment or real property), provided that such transfers or additions do not substantially change the scope of services to be provided under this Contract and do not increase the Contract amount. Requests for transfers between budget categories or addition of budget line items within a budget category over the aforementioned threshold must be presented to the County on the County's "Budget Modification Request Form". Budget modifications below the threshold must be presented on Exhibit B-2 Fiscal Monitoring Report and submitted with the monthly vendor claim and invoice. Contractor is limited to two budget modifications per fiscal year which must be requested by May 31<sup>st</sup>.
- D. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. If the disallowance is related to a billable service, the disallowed amount will be calculated based on the vendor's interim Medi-Cal billing rate (Exhibit B-3). Contractor may submit a written appeal to a disallowance to the County Health and Social Services Behavioral Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.
- E. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time

employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. **These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.**

2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets and time studies for each employee whose time is charged to this Contract must be maintained by Contractor and available upon request by the County.
3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A of this Contract and be incurred during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
4. Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. Contractor must use a negotiated indirect cost rate with a federal agency. A Contractor who does not have a negotiated indirect cost rate agreement may claim an indirect cost rate of up to \_\_\_% of modified total direct costs.
5. Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or the \_\_\_% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.

## II. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared according to Department of Healthcare Services (DHCS) and cost report procedures.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

### **III. PERSONAL PROPERTY**

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall, upon County's request, return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to CFR part 200.436).

### **IV. FINANCIAL STATEMENTS AND AUDITS**

- A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If Contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited financial statements by September 1.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit of the County and/or Contractor's services.

### **V. BILLING EXPECTATIONS**

- A. Prior to submitting an invoice for services rendered under this Contract, Contractor must determine if there are any available revenues from all possible sources other than the County that can be claimed for reimbursement for treatment of services provided under this Contract and submit claims for funding accordingly. Such revenues shall include, but are not limited to, Short Doyle Medi-Cal, patient fees, patient insurance, Medicare and payments from other third party payers. Contractor shall provide the County with the necessary payer financial information in a form and manner prescribed by the County so that all revenues can be claimed timely. Amounts of claims against other revenue sources which remain unpaid due to untimely, incomplete, or improper information received from the Contractor shall be recouped from the Contractor.
- B. Determination of patient eligibility for coverage under Medicare and other reimbursement programs is the responsibility of the Contractor. County does not assume responsibility for such determination.
- C. Contractor understands and agrees that Contractor and any subcontractors will bill Short Doyle Medi-Cal for services provided. The authorized billing codes are listed in Exhibit B-3 as Contract Billing Codes.
- D. Contractor will enter services into Avatar, the County approved computerized billing system. County will provide Contractor access to Solano County's computerized billing system.
- E. Contractor will submit adequate supporting documentation as to Medi-Cal services provided no later than sixty (60) days after the last day of the month in which those services were provided.

- F. County will reconcile supporting documentation with the services in Avatar. Documentation not accurately reconciled to services entered into Avatar will be returned to the Contractor for corrections to be resubmitted within thirty (30) days.
- G. Periodically, Contractor will meet with County to review Medi-Cal reimbursable units and any disallowances. The amount of disallowances identified from the Avatar will be deducted from a following months invoice provided that the disallowance was due to delays in Contractor providing County the necessary information for billing.

## VI. SUBMISSION OF COST REPORT

- A. County will, at its discretion, schedule a cost report briefing in October of each fiscal year. Contractor will submit its cost report by the deadline set by the County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.
- B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this contract will be withheld until such time as Contractor submits an acceptable Cost report. County will not be liable for any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate Cost report.
- C. If Contractor provides services to multiple counties, it must use the Net Cost Method, reporting only the costs (activities) directly attributable to County.
- D. Contract will establish a tracking and reporting system to distinguish between expenditures for direct services and expenditures for client supports. DMH Letter No. 06-08, incorporated by this reference, outlines the need and definition of the new service function codes which have been added:
  - Service Function Code 70 – Client Housing Support Expenditures*
  - Service Function Code 71 – Client Housing Operating Expenditures*
  - Service Function Code 72 – Client Flexible Support Expenditures*
  - Service Function Code 75 – Non-Medi-Cal Capital Assets*
  - Service Function Code 78 – Other Non-Medi-Cal Client Support Expenditures*

This information will be required at the same time that the annual cost report is due to the County.

Note:

Exhibit B-1 is the Actual Line item budget once determined  
Exhibit B-3 is the Billing Code which will be determined during the negotiation

**EXHIBIT B-2**

**EXHIBIT B-2: FISCAL MONITORING REPORT**

Contractor Name:

Contract Number:

July 1, 20YY - June 30, 20YY

Line Item	FY 20YY/YY Approved Contract Budget	Budget Modification 1: Date mm/dd/yy	Budget Modification 2: Date mm/dd/yy	Revised Contract Budget	YTD Paid Invoices	% Used (YTD Paid Invoices/Revised Contract Budget)	Current Month Invoice: mm/yy	Contract Balance
<u>Personnel</u>								
Staff Member 1								
Staff Member 2								
Staff Member 3								
Staff Member 4								
Benefits								
Subtotal Personnel	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
<u>Operating Expenses</u>								
Rent & Utilities								
Office Supplies & Materials								
Telephone/Communications								
Postage/Mailing								
Reproduction/Copying								
Travel								
Training/Conferences								
Other								
Subtotal Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
<u>Subcontractors</u>								
Subcontractor 1								
Subcontractor 2								
Subtotal Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
<u>Indirect Costs</u>								
Subtotal Indirect	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Grand Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Total Budget Balance								\$ -

**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

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

**3. TIME OF PERFORMANCE**

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

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

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

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

**5. SIGNATURE AUTHORITY**

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

**6. REPRESENTATIONS**

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

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

**7. INSURANCE**

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

**B. Minimum Scope of Insurance**

Coverage must be at least as broad as:

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

**C. Minimum Limits of Insurance**

Contractor must maintain limits no less than:

- |  |   |   |
|--|---|---|
| (1) General Liability:<br>(Including operations, products and completed operations.) | <b>\$2,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:   | As required by the State of California. |   |
| (4) Employer's Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

**D. Additional Insurance Coverage**

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

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

## 8. BEST EFFORTS

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

## 9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

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

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

## **10. INDEMNIFICATION**

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

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

## **11. INDEPENDENT CONTRACTOR**

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

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

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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

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

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

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

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of

employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

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

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

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

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

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

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

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

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

## **13. COMPLIANCE WITH LAW**

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

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

## **14. CONFIDENTIALITY**

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

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

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

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not

disclose any confidential information to anyone other than the State of California without prior written authorization from County.

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

#### **15. CONFLICT OF INTEREST**

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

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

#### **16. DRUG FREE WORKPLACE**

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

#### **17. HEALTH AND SAFETY STANDARDS**

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

#### **18. CHILD/ADULT ABUSE**

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

#### **19. INSPECTION**

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

#### **20. NONDISCRIMINATION**

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

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **21. SUBCONTRACTOR AND ASSIGNMENT**

- A. Services under this Contract are deemed to be personal services.
- B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.
- C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## **22. UNFORESEEN CIRCUMSTANCES**

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

## **23. OWNERSHIP OF DOCUMENTS**

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## **24. NOTICE**

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **25. NONRENEWAL**

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

## **26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

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

in whole or in part.

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

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

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

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

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

(1) Cancel this Contract; or,

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

## **27. CHANGES AND AMENDMENTS**

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

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

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

## **28. CHOICE OF LAW**

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

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

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

## **30. WAIVER**

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

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

### **32. FAITH BASED ORGANIZATIONS**

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

### **33. PRICING**

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

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

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

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been

convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

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

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

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

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

### **38. ENTIRE CONTRACT**

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

## SPECIAL TERMS AND CONDITIONS

### 1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$\_\_\_\_\_.

### 2. TERMINATION

Notwithstanding Section 5 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon \_\_\_ days written notice from one to the other.

### 3. ADDITIONAL INSURANCE

(1) Automobile liability insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with this Contract, including coverage for hired and non-owned vehicles, in an amount no less than **[five hundred thousand dollars (\$500,000)] [three hundred thousand dollars (\$300,000)] [one hundred thousand dollars (\$100,000)]** combined single limit for each occurrence.

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

(3) **Professional malpractice insurance of all activities of Contractor (and its subcontractors) 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. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 1 year following the completion of work under this Contract.**

#### [Indemnification for Physicians]

Pursuant to Government Code section 800 et seq., County shall indemnify Contractor against all claims, losses and damages arising out of Contractor's performance to the extent that Contractor would be entitled to indemnification if Contractor were a County employee. County may indemnify either by self-insuring or by purchasing insurance for such purpose.

Exhibit C, Section 7C, Minimum Limits of Insurance shall be amended to include:

(1) **Comprehensive General Liability Insurance, including Errors and Omissions insurance against loss due to negligent acts, in an amount no less than one million dollars (\$1,000,000) combined single limit.**

(2) **Comprehensive Automobile Liability Insurance with a minimum coverage of \$1,000,000 combined single limit including owned, non-owned and hired vehicles.**

(3) **Professional Liability Insurance with a minimum limit of \$1,000,000 per occurrence.**

(4) **Cyber Liability Insurance with a minimum limit of \$500,000 per occurrence.**

### 4. SPECIAL RESPONSIBILITIES OF CONTRACTOR

(1) ***Submit verification of non-profit status, if a requirement for the award of this Contract;***

(2) ***Obtain a bond at, Contractor's sole expense, in an amount sufficient to cover start-***

***up funds if any were provided to Contractor from County.***

**5. VENDOR ASSURANCE OF COMPLIANCE**

Contractor will execute the form attached as Exhibit "D-4"

**6. DRUG FREE WORKPLACE**

Contractor shall execute the form attached as Exhibit " " .

**7. CHILD/ADULT ABUSE**

Contractor shall execute the forms attached as Exhibits " " .

**8. HIPAA CONTRACTOR AGREEMENT OR COVERED ENTITY?**

Contractor shall execute the form attached as Exhibit " " .

**HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY**

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

**9. CHANGES AND AMENDMENTS**

***Amendments that are not State approved vendor agreement amendments shall be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.***

**10. CONFIDENTIALITY OF [MENTAL HEALTH] RECORDS**

Contractor represents that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

**11. EARLIER DEFAULT**

Services provided under this Contract are of a time-sensitive nature. Accordingly, notwithstanding the requirements of Section 10 in Exhibit D, the time period for notifying Contractor of default shall be \_\_\_ days. If Contractor fails to cure a default within \_\_\_ days after notification, or if the default requires more than \_\_\_ days to cure and Contractor fails to commence to cure the default within \_\_\_ days after notification, then Contractor's failure shall terminate this Contract.

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

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

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

CERTIFICATION

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

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number

**CHILD ABUSE REPORTING REQUIREMENTS**

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADULT ABUSE REPORTING REQUIREMENTS**

Welfare and Institutions Code section 15630 and following:

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

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

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

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

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

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**SAMPLE CONTRACTOR ASSURANCES**

This is a grant funded contract and as the duly authorized representative of the (Agency), I certify that (Agency):

Will assure that use of funds under this grant will support efforts related to supporting appropriate prevention, intervention, supervision, services and strategies to reduce recidivism in California's mentally ill offender population, as well as improving outcomes for these offenders.

Will assure that funds are used for allowable, fair, and reasonable costs only and will not be transferred between programs (for example: Health and Social Services and the Sheriff's Office).

Will assure that salaries and benefits are not also claimed or reimbursed under another separate agreement or funding stream.

Will establish a proper accounting system in accordance with generally accepted accounting standards and County directives.

Will maintain timesheets on all staff charged to this contract and, for split-funded positions, maintain functional timesheets or conduct time studies (estimates and/or percentages are not acceptable) that can be easily tied back to reimbursement invoices.

Will maintain and update service delivery logs for billing (e.g. client sign-in logs, time/duration of services).

Will give the State or County, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to this contract, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by the State or County through any authorized representative, with regard to examination of contract-related records, accounts, documents, information and staff.

Will comply with applicable provisions governing the County access to records, accounts, documents, information, facilities, and staff.

Cooperate with any compliance review or complaint investigation conducted by the County.

Give County access to and the right to examine and copy records, accounts, and other documents and sources of information related to the Contract and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by State or County guidance, requirements, and applicable laws.

**RFP NO: 952-0315-23**  
**SUBMISSION DATE: APRIL 26, 2023**

Comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or requested by the County and submit timely, complete, and accurate reports to the appropriate County officials and maintain appropriate backup documentation to support the reports.

Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Will provide timely notifications to County of any developments that have a significant impact on contract-supported activities, including changes to key program staff.

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.

Will ensure that funds applied toward contract services do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Will ensure that the expenses submitted on Contractor's invoices are true and correct, incurred in the course of delivering contracted services, and that no part has been paid or reimbursed from other sources.

Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These laws and regulations include, but are not limited to:

Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.

Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19, relating to nondiscrimination.

Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

Will not make any award or permit any contract to any party if that party has been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under E.O. 12549 and E.O. 12689, "Debarment and Suspension." E.O. 12549, 44 CFR Part 17, requires recipients of awards of Federal assistance to protect the public against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Contractor certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this award had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Contractor must notify the County if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that reasonable steps be taken to provide meaningful access to their

programs and services. "Meaningful access" may entail providing language assistance services, including oral and written translation, where necessary. The Contractor is encouraged to consider the need for language services for Limited English Proficiency (LEP) persons both in developing budgets and in conducting programs and activities.

Understands that failure to comply with any of these assurances may result in suspension or termination of contract.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

SOLANO COUNTY  
HIPAA CONTRACTOR AGREEMENT

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(Contractor Name)

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This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and the Contractor or grant recipient (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

- A County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.
- C As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

**I. DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

- 1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].
- 2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.
- 3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.
5. **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.
6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.
7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.
8. **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.
9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.
10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.
11. **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.
13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.
14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.
15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].
16. **Required By Law means the same as defined** in 45 CFR § 164.103.
17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.

18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
19. **Security Event** means an immediately reportable subset of security incidents which incident would include:
- a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;
  - b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;
  - c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,
  - d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

## II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to "Business Associates" as defined in the Privacy Rule and not use

or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.

2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to “Business Associates” as defined in the Security Rule.
3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

### **III. USES AND DISCLOSURES**

Contractor shall not use Protected Health Information except for the purpose of performing Contractor’s obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:
  - a. For functions, activities, and services for or on the Covered Entities’ behalf for purposes specified in the Contract and this Agreement.
  - b. As authorized for Contractor’s management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
  - c. As required by law.
  - d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
  - e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).
2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor shall not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.
5. Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.
6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.

7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

#### **IV. MINIMUM NECESSARY**

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

#### **V. APPROPRIATE SAFEGUARDS**

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.
3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.
4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

#### **VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR**

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].

2. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(l)).

## **VII. ACCESS TO PROTECTED HEALTH INFORMATION**

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).
3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.
4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

## **VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION**

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

## **IX. ACCOUNTING OF DISCLOSURES**

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained

for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.

2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

## **X. GOVERNMENTAL ACCESS TO RECORDS**

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Contractor's compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

## **XI. CERTIFICATION**

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

## **XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.
2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-2962 and [Riskdepartment@solanocounty.com](mailto:Riskdepartment@solanocounty.com) or 707-784-3199 and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.

3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.
4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.
5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.
6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Projected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.
7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.
8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

### **XIII. TERMINATION OF AGREEMENT**

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.
2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.
3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further



«Service\_Provider\_Name»

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The Contractor acknowledges and agrees to the following provisions pertaining to client confidentiality and the use of the Solano County (“County”) California Work Opportunity and Responsibility to Kids Information Network (“CalWIN”) system.

1. CONFIDENTIALITY

A. Pursuant to Welfare and Institutions Code section 10850 and Division 19 of California State Department of Social Service Manual of Policies and Procedures, this Certification acknowledges the need for sharing confidential information directly related to the administration of the public social services as outlined in Exhibit A. No other use or disclosure is permitted unless required by law.

B. Contractor certifies that all persons who have access to client information will comply with the provisions of Welfare and Institutions Code section 10850 and Division 19 of California Department of Social Services Manual of Policy and Procedures to assure that all records concerning individuals in receipt of public social services are CONFIDENTIAL and shall not be open to examination, publication, disclosure or use not directly connected with the administration of such public social service. Disclosure of any information that identifies, by name, address, or any other identifying information (e.g. Social Security Number, birth date) any applicant for or recipient of grants-in-aid or services is prohibited.

C. Contractor understands there are criminal penalties for release or use of client information for any purpose other than stated in this Certification.

D. (1.) Contractor understands and agrees that these provisions shall survive any termination or expiration of this Certification.

(2.) Contractor and Contractor’s employees are bound by the terms of this Certification even after termination of employment.

E. Contractor agrees to require its current or future employees who are designated to have access to County information system to complete a CalWIN Access Request Form. Contractor must provide an executed form to County prior to the issuance of a security access password to the employee.

F. Contractor will provide training to its employees in such topics as privacy, security and confidentiality prior to granting access to the information system.

G. Contractor agrees to provide verbal notification to County of a privacy or security breach within 24 hours and a written incident report to County within 72 hours. Notification shall be made to the Deputy Director for Employment & Eligibility Services and the CalWIN Manager.

H. Contractor agrees to cooperate with County in any investigation related to any incident(s) involving improper use of client information or services provided under the Contract.

2. ACCESS

A. Access is based upon the contracted service(s) provided by the Contractor. CalWIN access will be limited to only the screens that contain information required to perform contracted duties.

B. County, in its sole discretion, may change access levels during the term of this Certification and documented in writing.

C. Access to CalWIN will be allowed only for Contractor's staff, who have signed and submitted a CalWIN Access Request Form. Passwords are confidential, and cannot be shared with anyone, including other staff members.

D. Contractor agrees to provide written notification to the County of any change in the status of an employee that relates to this Certification, including termination of access due to leave, job change or other reason, within two (2) weeks of the change.

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**CERTIFICATION**

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

\_\_\_\_\_

Contractor Signature

\_\_\_\_\_

Date

**NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993**

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Company/Organization Name

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SOLANO COUNTY MENTAL HEALTH PROGRAMS (SCMHP):

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

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

The above-named contractor will:

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

**CERTIFICATION**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_