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**REQUEST FOR PROPOSALS (RFP)  
NUMBER: 952-0517-24  
FOR  
JAIL BASED COMPREHENSIVE CASE MANAGEMENT,  
RE-ENTRY PLANNING, AND COGNITIVE BEHAVIORAL  
SERVICES**

**RELEASE DATE: MAY 17, 2023  
RESPONSE DUE: JULY 26, 2023 5:00 PM, PST**

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>	Umiika Wright, RFP Coordinator Phone: 707-784-3236 <a href="mailto:UWright@solanocounty.com">UWright@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 INTRODUCTION

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 services as further described in Section (3) of this RFP.

The County of Solano, Sheriff's Office, hereinafter referred to as the "County," intends to secure a contract with a qualified proposer to provide comprehensive case management, re-entry planning and cognitive behavioral services to select inmates in the Solano County jails.

The County intends to secure a contract with a single agency (subcontracting will not be allowed). The County reserves the right to make an award in whole, in part, or in any combination (split bid), or to award all services to more than one (1) contractor (multiple award contracts) if deemed to be in the best interest of the County. The award may not necessarily be given to the proposer with the lowest cost but to the proposer determined to be professionally and technically best able to render services and perform associated work in support of the County and fulfill all contract requirements.

The services to be rendered are specified within the guidelines of this RFP in its entirety. This RFP details deliverables and the terms and conditions required by the County.

## 2.0 BACKGROUND

Solano County is centrally located between San Francisco and Sacramento and is comprised of the following cities: Benicia, Dixon, Fairfield, Rio Vista, Suisun, Vacaville and Vallejo. The population of the County is approximately 438,527 residents (Source: Solano County 2021 Annual Report).

The Sheriff's Office, located in Fairfield, CA, currently operates three (3) adult detention facilities where in-custody services will be rendered:

- A. The Justice Center Detention Facility (JCDF)  
500 Union Avenue, Fairfield, CA  
**Type II facility, rated capacity 702 inmates**
- B. The Claybank Detention Facility (CDF)  
2500 Clay Bank Road, Fairfield, CA  
**Type III/IV facility, rated capacity 379 inmates**
- C. The Stanton Correctional Facility (SCF)  
2450 Clay Bank Road, Fairfield, CA  
**Type II facility, rated capacity 369 inmates**

**All arrestees are booked solely at JCDF.**

There is an extensive need for case management, re-entry planning and cognitive behavioral services for the inmates in the custody of Solano County Sheriff's Office. Most of Solano County's inmate population returns to the local communities, often to repeat past patterns of behavior reinforced by maladaptive psychological processes, lack of appropriate coping skills, and cultural/social environments that offer few incentives or support for sustained efforts toward pro-social behavior. Providing inmates with assessments in-custody, leading to targeted in-custody intervention followed by links to appropriate community referrals and follow up upon release, will allow for the redirection of self-destructive lifestyles and will assist in the individual's successful and sustainable re-entry into the community therefore decreasing recidivism.

The major goal of the services to be provided through this RFP is to decrease the potential for individuals to relapse to criminal behavior and return to jail upon community re-entry.

The County intends that proposers will utilize the Risk, Needs, Responsivity Model as it is outlined below to plan services and interventions, identified in this proposal, for the inmate population.

### **Evidence-Based Risk, Needs, Responsivity Model**

The Risk Principle (WHO) is the prioritization of case management and treatment services for clients at a higher risk of reoffending. Shifting resources to these clients results in much greater gains in public safety, while targeting clients with lower risk factors can actually increase their likelihood of recidivism. By focusing on clients with higher risk factors, programs are able to address multiple criminogenic areas with greater intensity, thus resulting in greater impact on behavior.

The Need Principle (WHAT) directs intervention resources to address primarily those areas which are directly linked to criminal behavior. While inmates have a variety of needs, not all have an equal impact on their risk to reoffend. Primary criminogenic needs include criminal personality; antisocial attitudes, values, and beliefs; criminal peers; family dysfunction; and low self-control. Secondary criminogenic needs include substance abuse disorder; low educational and vocational attainment; and low involvement in pro-social leisure activities. All services should target primary criminogenic needs as well as any other areas addressed.

The Responsivity Principle (MATCHING) requires that service delivery match specific characteristics of individuals in order for them to benefit. This includes consideration of culture, gender, motivational stages, and learning styles, as well as logistical considerations and community functioning. Community functioning includes factors such as transportation, housing, food, or behavioral and physical health. While these factors are not themselves criminogenic, they should be addressed to the extent that they create barriers to an individual's ability to receive services.

The County intends to secure a contract with a single firm (subcontracting will not be allowed) which meets the following minimum qualifications:

- A. Three (3) or more years of documented experience providing "stand alone" (i.e. Not in the context of another program) case management services to in-custody populations either in County jails or in a state prison.
- B. Experience and expertise in delivering case management services to a diverse offender population assessed as medium to high-risk to re-offend. This experience must have taken place in the state of California and must have involved in-custody assessment and re-entry planning as well as successful linkage of individuals to needed community resources based on assessment results.

Proposers must demonstrate understanding of the demographics and criminogenic needs of justice-involved individuals and clearly articulate a track record of experience providing commensurate services and interventions.

The awarded Contractor shall utilize the Level of Service/Case Management Inventory (LS/CMI) risk and needs assessment tool to identify the criminogenic needs of the targeted population. Case plans will then be developed to assist in the placement of inmates into the continuum of services provided in the jail(s), when applicable, and Re-entry Plans will be developed to assist inmates with successful transition into the community. A small number of inmates, who do not qualify for other jail or County case management programs, will be provided with field-based case management. Finally, case managers will provide cognitive

behavioral interventions as identified in this RFP. Proposers will be expected to have had previous experience administering risk and needs assessment tools, developing case plans and re-entry plans and delivering CBT interventions.

Work under this RFP is to be performed, completed, and managed at the County jail facilities enumerated above. All work shall be performed on the County's premises between the hours of 7:00 am and 8:30 pm., provided County has approved the schedule.

The awarded Contractor's employees will be required to submit to and pass a background check, including a live-scan fingerprint check, before entering the Facilities to provide services. The County will be responsible for coordinating the background check.

## **2.1 Target Population**

The target population to be served under this RFP are primarily male inmates incarcerated in the three (3) Solano County facilities (some female inmates may be served over the course of the contract). Currently, the Solano County jail is housing approximately 550 inmates, of this population, approximately 87.2% are unsentenced, 11% are sentenced and 1.73% are neither. The average length of stay for sentenced inmates is approximately 12 months.

### Demographic Highlights

The highest concentrations of the targeted population will release to the cities of Vallejo and Fairfield. Forty-five (45%) percent of this population has mental health issues, (90%) are male and the ages range from 18 to over 60. Thirty-one (31) percent are ages 18-29, forty-four (44) percent are ages 30-49, twelve (12) percent range from ages 50-59 and five (5) percent is 60 and over.

The ethnic profile of the target population is as follows: 35% African American, 33% Caucasian, 24% Hispanic, 4% Asian and 4% other.

## **2.2 Service Delivery Model**

Solano County Facilities house both sentenced and unsentenced individuals in each of its three (3) Detention Centers. Proposers can expect to serve individuals in all three (3) facilities. It is expected that Case Management Services will be provided to most sentenced offenders however, the bulk of services will be provided to unsentenced offenders.

### Referrals

Currently, referrals are made through inmate requests, other program providers, the Medication Assisted Treatment Team (MAT) and from specialized re-entry planning meetings. In addition to these referral streams, the awarded Contractor and the County will develop processes whereby the target population will be referred for assessment and case management services.

### Assessment

The County currently uses the **Level of Service Case Management Inventory (LS/CMI)** as the Risk and Needs Assessment for County jail inmates with a length of stay of 30 days or longer. The LS/CMI is an assessment that measures the risk and need factors of late adolescent and adult offenders. The LS/CMI is also a fully functioning case management tool. This single application provides all the essential tools needed to aid professionals in the treatment planning and management of offenders in justice, forensic, correctional,

prevention, and related agencies. Developed to reflect the increasing knowledge base on offender risk assessment, the Level of Service Inventory–Revised (LSI-R™), LS/CMI has refined and combined the 54 LSI-R items into 43 items in Section 1. In addition, 10 comprehensive sections have been incorporated to further assist public safety professionals in their analysis of offender management.

Training for LS/CMI will be provided by County designated staff. The awarded Contractor will be required to add evidence-based assessments which complement the LS/CMI as a way to capture a more wholistic view of the participant.

Please note that access to inmates in custody will mainly occur through the Sheriff's Office Video Visitation platform. This is due to operational issues. This may ease up over time. Video Visitation costs are \$10 per 30 minute interval. These costs may be applied to the contract.

### **Case Management**

The intensive case management approach promotes independence and pro-social behavior through assessment, the identification and coordination of appropriate services and on-going support, as needed by the client. The development of a supportive relationship between the case manager and the client is an essential component of this process.

A key element of in-custody case management is the development and use of the case plan. This plan is developed with each client based on assessment results, is updated as needed, and follows the individual into the community to Probation or any other service provider. The case plan is a collaborative product involving the case manager, the client, and partner agencies who may be involved in the client's life.

The case plan describes (for those with longer in-custody stays) the needs, goals, and objectives of the client's in-custody treatment episode as well as, the interventions/services they will receive while in-custody. The plan must provide a coordinated approach designed to include re-entry planning (screening and assessment of barriers to reintegration), and coordination of continued care that will be needed to break the cycle of repeated criminal behavior.

Clients with shorter jail stays (the majority) may participate in the assessment process, have a brief in-custody case plan with the focus of case management being the transition to the community and the re-entry plan.

Case Managers will be expected to follow clients from assessment to release and follow up to ensure clients have connected to the referred resources in the community. Additionally, case managers will provide field-based case management to a small portion of clients who return to the community.

The awarded Contractor will use intensive case management techniques including frequent contact, positive reinforcement, knowledge of and access to a wide variety of community-based resources, motivational enhancement strategies and other case management intervention strategies to engage the population, retain their interest, and motivate them to participate in available services both in-custody and in the community.

Some essential intensive case management components are identified below:

- A. Frequent and meaningful contact with the client. Frequency of contact with client to be determined by the proposer, connecting clients with programs within the institution as well as helping them to create successful re-entry plans. Continued follow-up, referring to and working on case plan goals (if applicable) as well as encouraging development of pro-social re-entry plans. Also requires good listening skills – being tuned in and ready to act on what the client says and/or needs.

- B. Finding out and using what motivates the client toward positive action. Requires understanding the client's background, family, values, needs, and wants.
- C. A commitment to the client. Requires believing that the client can change, being available to them when they need you, being consistent in your words and actions and being an advocate for the client's wellbeing (both physical and mental health).
- D. Knowing all available resources and using them wisely. Requires having a broad working knowledge of community resources, being knowledgeable about structure, components and quality of services to ensure the best result for the client and ensuring effective use of services by the client.
- E. Providing primary Care Support: When health needs are identified at assessment, a comprehensive strategy shall be developed including referring clients for Medi-Cal sign-up, and other forms of public assistance. In coordination with the medical provider, all clients should also be educated about health care resources appropriate to their needs in the community, particularly about the risks of stopping prescription medicines without medical supervision. Those who are treated in jail for chronic illnesses should be connected to the appropriate providers and services in the community immediately upon release.

### **CAL AIM**

CAL AIM is a multiyear initiative by the California Department of Health Care Services to improve the quality of life and health outcomes of our population by implementing broad delivery systems, programs and payments reform across the Medi-Cal program. The implementation of pre-release Medi-Cal Application processes in all County jails was required by January 2023. This pre-release application process will help to ensure Medi-Cal coverage upon re-entry into the community in order to facilitate access to needed Medi-Cal covered services and care.

The Solano County Sheriff's Office has decided to utilize Community Based Organization (CBO) Contractor staff to enroll inmates into Medi-Cal shortly after booking. Therefore, it is a requirement of this contract that the Case Management provider enroll inmates into Medi-Cal on a daily basis. Training will be provided by the County. Staff will utilize classrooms on the housing units to meet with inmates to complete Medi-Cal enrollment. Not all inmates will need enrollment as many are already on Medi-Cal.

Proposers shall not include CAL AIM enrollment staff in their budget. The County will be receiving funds from the Department of Health Care Services and will amend the contract of the successful Contractor to fund the enrollment staff.

Additionally, when the CAL AIM Justice involved Re-entry Initiative rolls out (sometime between April 2024 and 2025) the Contractor will be required to become a registered Enhanced Care Management Provider with the County's Partnership Health Plan. This will allow a drawdown of Medi-Cal dollars and will be used to offset Sheriff's Office dollars.

### **Curricula**

The Proposer will identify two – three (2-3) curricula, designed for cognitive behavioral change for delivery to medium and long-term offenders who are sentenced or unsentenced. Proposers should include curricula which is evidence-based, designed for the offender population, has reduced recidivism, and follows the Risk, Needs, Responsivity Model as identified in this RFP document. Additionally, the proposer shall identify how staff will be trained to deliver the curricula with fidelity and how on-going training will assure fidelity over time.

Upon contract award the County will come to an agreement with the proposer about which curriculum will be acceptable to the County.

### 3.0 SCOPE OF SERVICE

The purpose of this RFP is to identify a Contractor who will implement effective, efficient, evidence- based case management, and rehabilitation services. These services will lead to a decrease in the risk for relapse to criminal behavior, as well as a decrease in other criminogenic risk factors which lead to offending and incarceration.

Proposals should address the following when developing their service delivery model:

- A. *Client Engagement, Intake and Assessment.* Proposers shall describe specific client engagement, retention and motivational enhancement strategies and rationale as to why chosen strategies and approaches will be effective with the target population.
  - 1) Proposers shall describe their approach to the assessment process utilizing the LS/CMI as well as any other assessments that will complement the LS/CMI and capture a more wholistic view of the participant.
- B. *Development of the Case Plan.* Proposers shall describe their approach in developing an individualized case plan for in-custody participants based on the information collected at intake and through the LS/CMI.
- C. *Case Management.* The Proposal shall address how the proposer will implement a comprehensive Case Management Model as identified in the Service Delivery Section. Proposer will address how case management services will be designed for male inmates. The proposer shall address models for both in-custody and field-based case management.
- D. *Pre-Release Planning.* Proposers shall describe their approach in developing an individualized. Re-entry Plan for in-custody participants based on the information collected at intake and through assessment processes. The approach shall detail timelines for development of Re-entry Plans for short and long-term individuals and address how the plan allows for the smooth transition of participants into the community and how it decreases the likelihood of recidivism.
  - 1) Proposers shall describe their approach to linking participants with required community-based services which may include probation, mental health, substance abuse, housing, employment, benefits and barrier removal. The goal of these interventions is to aid with life skill development and on-going support in the community as a way to improve pro-social functioning and decrease the likelihood of relapse to criminal behavior.
- E. *Cognitive Behavioral Interventions.* Proposers shall describe their plan to deliver the Cognitive Behavioral Therapy (CBT) interventions they have identified in this proposal, inclusive of how many groups they will deliver of each intervention, annually, and how they will train staff to deliver the interventions with fidelity. Additionally, they shall describe the chosen curricula, and data indicating that it is evidence based.
- F. *Motivation/Incentives.* Motivation and incentives are important factors for participant enrollment, retention, and participation. As such, motivation and incentives are integral parts of rehabilitative programming. Participants must be actively engaged in treatment from intake to program completion. The proposer shall identify motivation and incentives they will utilize to enhance participation both in-custody and in the community (pending approval from the County).



- F. *Collaboration with Other Agencies.* Proposer staff shall work closely with other Contractors, County departments, CBO's and components of the Sheriff's Office; Custody and Correctional Health Programs. Contracted programs are a part of the overall endeavor to provide the best possible continuum of care to inmates in jail. In order for this to occur, each component has to be operationally coordinated with the others. In addition, liaison with community organizations and County agencies is essential to transitioning inmates from jail to the community.
- 1) The Proposer shall identify and explain in detail how coordination and collaboration with other agencies will lead to a continuity of services starting inside the jail and following the individual into the community.
- G. *Training Plan.* The proposer shall describe the training plan utilized to assure staff is adequately trained to deliver the services identified in this RFP. Additionally, the proposer will identify a plan for staff supervision and a plan to maintain fidelity to case management and CBT models.
- 1) Proposers will provide an example of the annual training plan that will be utilized to train staff, maintain skills and assure excellent service delivery.
- H. *Performance Measures and Reporting Requirements.* Performance Measurement is the monitoring of on-going progress toward pre-established goals. These goals are typically broken into two (2) components; process goals and outcome goals.
- 1) Proposers shall detail measurable and realistic program performance measures and service outcome goals that are specific to their proposed service delivery model.
    - a) *Process Goals.*
      - i. Describe in specific detail how you will determine the success of the program and the quality of the services provided. Please identify goals, measures, necessary, time frames, target dates and data collection method and frequency.
      - ii. Identify the specific goal.
      - iii. What data will you collect and report?
      - iv. How will service delivery be monitored and evaluated
      - v. How will you use that data for program improvement?
    - b) *Outcome Goals.* Outcome goals measure the results of the services provided. Like performance measures, they must be quantifiable and measurable and must include specifically articulated baselines against which the results are measured. Outcome goals are a statement about the expected changes, results, impact or benefits of programs for individuals or groups served.
  - 2) Proposers are required to state the objective, define how it will be measured, detail who it is applicable to, and describe the data source and data collection methodology for measuring the baseline and outcome related to the objective.
  - 3) Proposer must describe the specific objectives, goals, and outcomes for its program, including plans to monitor, evaluate, and report these outcomes.
- I. *Reporting Requirements.* It is expected that the Proposer shall report, on a monthly basis, at a minimum, the following data (monthly report will be crafted by the Sheriff's Office):
- 1) Number of participants referred to program per month
  - 2) Number of participants assessed per month
  - 3) Number of Case Plans developed per month
  - 4) Number of participants in CBT services per month
  - 5) Number of CBT groups offered per month
  - 6) Number of Re-entry Plans Developed per month

- 7) Number of participants linked to resources upon release
- 8) Number of participants receiving post-release case management that month

**4.0 CONTRACT DURATION AND FUNDING AVAILABILITY**

The County intends to award one (1) three-year contract(s) with an estimated cost not to exceed \$450,000 per year, annually, (excluding amount for Medi-Cal enrollment staff) to the responsible proposer(s) whose proposal is determined to be the most responsive to the requirements of this RFP. **The term of the resulting contract(s) will begin on or about September 18, 2023 and terminate on June 30, 2026.** The County reserves the right to award a one-year contract through this RFP, which may be renegotiated and/or renewed/extended, subject to contractor performance and continued funding, for two additional one-year terms without a competitive bid process, representing a total contract term of no more than five (5) years at the sole discretion of the County, provided the County notifies the Contractor in writing of its intention to do so at least thirty (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 response.

The funding or portions of this funding for the contract resulting from this RFP may be contingent upon the State budget; receipt of funds from and/or obligation of funds by the Federal government to the State and from the State to the County; and inclusion of sufficient funding for the services hereunder in the budget approved by the County’s Board of Supervisors for each fiscal year covered by said contract. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract may be immediately terminated, reduced or modified without penalty.

**5.0 SCHEDULE OF EVENT**

May 17, 2023	RFP issued
June 26, 2023	Questions concerning RFP and project emailed to <a href="mailto:Email@solanocounty.com">Email@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.
July 5, 2023	The County’s response to questions posted on Bonfire E-Procurement Platform website at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a>
July 26, 2023	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 5:00PM PST. Late submittals will not be accepted.
August 1, 2023	If required Interviews and Presentations
August 31, 2023	Notification of selected contractor
September 18, 2023	Project commences

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>. Proposers shall frequently check the Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> 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 32 single-sided, 8.5" x 11", numbered pages. Number each page consecutively. A copy of the RFP, Signed Exhibits 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 **(120)** 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: Umiika Wright, RFP Coordinator

- C. Qualifications, Experience, and References.
  - 1) Provide a brief description of the Proposer's background or organizational history and the years in business providing in-custody case management services to the justice involved population including performing screenings, assessments, case plans, re-entry plans and case management, with attention to the Proposer's:
    - a) Experience coordinating care and working collaboratively with community partners including substance abuse and mental health providers, employment, social services etc.
    - b) Experience providing services to a justice involved population with co-occurring mental health and substance abuse needs.
  - 2) Organization's infrastructure related to compliance, oversight of documentation integrity, the maintenance of participant records:
    - a) How the proposer will ensure the security of participant records.
    - b) Training plan related to HIPPA and Compliance.
  - 3) Organization's infrastructure related to quality improvement, data collection and performance outcome tracking. Describe any experience engaging in quality improvement processes that may include voluntary performance improvement plans and/or plans of correction to address performance issues.
    - a) A statement as to whether there is any pending litigation against the Proposer; (**SEE PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS ATTACHMENT 10**) 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.
    - b) 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;
      - ii. the contract term;

- iii. the core service(s) being delivered; and
    - iv. a description of any corrective action plans that have been in place for any of the associated contracts.
  - c) Provide information regarding agency contracts that were terminated due to poor performance and the context surrounding the performance issues.
- 4) Scope of Work/Program Narrative. Proposers shall create a Program Narrative which includes the following **(SEE QUALIFICATIONS & EXPERIENCE/PROGRAM NARRATIVE (ATTACHMENT 1) FOR SAMPLE FORMAT)**: 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 each of the elements as outlined in the above Scope of Work of this RFP.
  - b) The proposed specific activities to be performed by personnel hired through this proposed program.
  - c) A description of how the proposed program will work collaboratively within the County to effect successful re-entry for participants into the community.
  - d) Describe 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:
    - i. Describe how the program will address the linguistic needs of consumers including Spanish-speaking (Solano County threshold language)populations.
    - ii. Provide a plan for providing appropriate services to lesbian, gay, bi-sexual, transgender, and questioning (LGBTQ) consumers.
    - iii. Include a plan for how the program will recruit and retain bicultural and bilingual staff reflecting the community served.
  - e) Identify evidence-based practices (EBP) or specific models that will be utilized in the program including the training and oversight to maintain fidelity to the models.
  - f) Identify the process and outcome goals of the proposed program, how they will be measured, and the timeframe for accomplishing the goals and outcomes.
  - g) A list, if any, all current contractual relationships with the County of Solano and all those completed within the previous five-year period. The list must include:
    - i. the contract number;
    - ii. the contract term; and
    - iii. the core service(s) being delivered.

(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.)

D. Staffing Plan. Provide a Staffing Plan to include the number of personnel needed for the proposed program as well as qualifications and experience and training plan.

- 1) Provide infrastructure and historical data associated with recruitment and retention of similar programs. Include recruitment and retention plan for staff in given hiring environment. Describe on-boarding process to get project fully staffed within the first 90 days and agency's commitment to swift effective hiring.
- 2) Describe trainings that will be provided for program personnel related to addressing the needs of the target population.
- 3) Detail how the offeror will ensure adequate contract oversight and supervision of program personnel to include:
  - i. How the contract will be managed to ensure contract deliverables are met.

- ii. How the clinical staff providing direct care will be supervised and supported.

- E. References. The Offeror shall provide three (3) references of government agencies and or firms for whom they have provided similar services during the last three (3) years. See **AGENCY REFERENCE FORM (ATTACHMENT 3)**.

Provide the qualifications and experience of the two (2) Primary 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.

- 1) Key team members are expected to be committed for the duration of the project. The County reserves the right to approve or deny proposed Key Team Members. Additionally, replacement of key team members will not be permitted without prior consultation with and approval by the County.
- 2) For each key team member, provide at least three (3) references (names and current phone numbers) from recent work (previous three (3) years). Include a brief description of each project associated with the reference, and the role of the respective team member. **SEE KEY TEAM MEMBERS REFERENCE FORM (ATTACHMENT 6)**.

- F. Implementation Plan. The Implementation Plan must 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.

- 1) Describe information related to contract sustainability including organization's infrastructure to support the program if awarded the contract.
- 2) Provide administrative, management, and supervisory infrastructure specifically focused on programmatic deliverables including clinical oversight.
- 3) Provide any other relevant information that demonstrates that the proposer is specifically qualified to provide the services being solicited in this RFP.

- G. Budget/Cost Proposal. Proposers shall complete the **BUDGET NARRATIVE WORKSHEET (ATTACHMENT 2)** and 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.
- 2) Proposers must provide budget information, as indicated on the budget narrative worksheet (Attachment 2). Proposers are 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.
- 3) 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. Proposers shall include a summary of the start-up budget

and the prospective annual budgets for the 36-Month Period. 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 2, 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. **All personnel must be 100% dedicated to client service delivery. Only one (1) Administrator for a small percentage will be allowed for billing to the contract (Percentage to be negotiated with the County upon contract award).**
  - i. When completing the Budget Narrative (Attachment 2) 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 (1) 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.

- i. 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.
    - ii. Proposer shall describe each of the costs in the cost categories. 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.
  - f) 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.
  - g) 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.
    - i. Additionally, Proposers must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.
- H. Financials. The Proposer’s most recent year of independent audited financial statements for a fiscal year ended within the last 36 months.
- 1) In lieu of audited financial statements, the County may accept, the agency’s Form 990; or
  - 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.
- I. County Contract. Proposers must include a statement of acknowledgment that the proposer has reviewed the County of Solano Standard Contract (EXHIBIT C—Standard Contract Exhibits 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.
- J. 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 July 26, 2023 5:00 PM PST**. Any hard copy submission will be retained in the file unopened and will be considered disqualified. Please register with Bonfire as soon as possible for uninterrupted notification and access to County bid opportunities.
- K. **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.

When registration is completed, vendors 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.

**7.0 EVALUATION OF PROPOSALS**

- A. 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.
- B. Categories: The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	20
Scope of Work/Program Narrative	80
Budget/Cost Proposal	20
Total Possible Points	120

- C. Proposal Review Criteria:

Attachment/ Related Questions	Item	Possible Points	Points Total
Attachment 1	<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 providing case management and CBT to the in-custody population.	<b>10</b>	
2. a, b	Proposer has appropriate infrastructure in place to ensure compliance, documentation integrity and maintain records appropriately.	<b>5</b>	
3	Proposer has appropriate quality improvement infrastructure and capacity for data and performance outcome tracking.	<b>5</b>	
Attachment 1	<b><u>Program Narrative</u></b>		<b>80</b>



1.a-c	Proposer provides a clear description of the Case Management Program which includes all the required components of the Scope of Work including how referrals will be handled.	25	
2. a-c	Demonstration of how the program will address the cultural and linguistic needs of the consumers served.	10	
3	Appropriate Evidenced Based Practices (EBPs) including curricula and case management models outlined, including training and oversight of fidelity to the models.	5	
4.	Appropriate goals and outcomes were identified to measure the success of the program. 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.  Training plan put in place will enable staff to provide quality services to the target population.	15	
6-7	Identified Key Team members have necessary experience to serve the target population effectively. Agency demonstrates history of ability to recruit and retain staff members for similar programs despite current environment	5	
8	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	
8	Contract oversight is solid, and supervision of personnel meets industry standards	5	
Attachments 2	<b><u>Budget/Cost Proposal</u></b>		<b>20</b>
	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>120</b>

- 1) Interviews: Proposers **may** need to attend an interview. The project manager and any key team members should 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.
- D. 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.
- 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 E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> 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/blobload.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.

- 1) 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.
- 2) The County reserves the right, in its sole discretion, 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:	QUALIFICATIONS & EXPERIENCE/PROGRAM NARRATIVE
ATTACHMENT 2:	BUDGET NARRATIVE WORKSHEET
ATTACHMENT 3:	AGENCY REFERENCE FORM
ATTACHMENT 4:	SIGNATURE PAGE
ATTACHMENT 5:	QUESTION AND ANSWER FORM
ATTACHMENT 6:	KEY TEAM MEMBERS REFERENCE FORM
ATTACHMENT 7:	NON-COLLUSION DECLARATION FORM
ATTACHMENT 8:	CERTIFICATION OF COMPLIANCE
ATTACHMENT 9:	SOLANO COUNTY RESERVATION
ATTACHMENT 10:	DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS
ATTACHMENT 11:	SOLICITATION CHECKLIST

EXHIBIT 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
EXHIBIT D-1:	DRUG-FREE WORKPLACE CERTIFICATION
EXHIBIT D-2:	CHILD ABUSE REPORTING REQUIREMENTS
EXHIBIT D-3:	ADULT ABUSE REPORTING REQUIREMENTS
EXHIBIT D-4:	HIPPA CONTRACTOR AGREEMENT
EXHIBIT D-5:	SAMPLE CONTRACTOR ASSURANCES

**COUNTY OF SOLANO**  
**REQUEST FOR PROPOSALS (RFP) NO.: 952-0515-24**  
**JAIL BASED COMPREHENSIVE CASE MANAGEMENT,**  
**RE-ENTRY PLANNING AND COGNITIVE BEHAVIORAL SERVICES**

<b>QUALIFICATIONS AND PROGRAM NARRATIVE</b>		
<b>PROPOSER ORGANIZATION:</b> _____		
<b>Section 1: Qualifications and Experience (7 PAGES MAXIMUM for Questions 1-7)</b>		
<b>1.</b>	<p><b>Please describe your organizational background.</b> Please include:</p> <ul style="list-style-type: none"> <li>Organizational history</li> <li>Years in business performing services in-custody case management services to inmates.</li> <li>Experience in providing case management to inmates with mental illness and co-occurring Substance Use Disorder needs.</li> <li>Experience providing community-based case management to the justice population.</li> <li>Experience providing CBT curricula to inmate populations.</li> </ul>	
<b>2.</b>	<p><b>Describe your organization’s infrastructure related to the maintenance of program clinical records;</b> i.e. electronic health record (E), database system, or other method. Describe how you ensure the security of protected health information (PHI).</p>	
<b>3.</b>	<p><b>Describe your organization’s infrastructure related to data and performance outcome tracking.</b></p>	
<b>4.</b>	<p><b>Describe any experience engaging in quality improvement processes that may include voluntary performance improvement plans and/or plans of correction to address performance issues.</b></p>	
<b>5.</b>	<p><b>Describe information related to contract sustainability including organization’s infrastructure to support the program if awarded the contract.</b> Please include:</p> <ul style="list-style-type: none"> <li>Administrative, management and supervisory infrastructure specifically focused on programmatic deliverables including clinical oversight.</li> <li>Provide information regarding agency contracts that were terminated due to poor performance and the context surrounding the performance issues.</li> </ul>	
<b>6.</b>	<p><b>A list, if any, all current contractual relationships with the County of Solano and all those completed within the previous five-year period. The list must include:</b></p> <ul style="list-style-type: none"> <li>the contract number;</li> <li>the contract term; and</li> <li>the core service(s) being delivered.</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>	

**Section 2: Program Narrative (15 PAGES MAXIMUM for Questions 1-11)**

The name of the proposed program and a brief 2-4 sentence description of the overall program.

1.	<p><b>Describe the proposed program that meets the requirements of this RFP. This description shall include the following:</b></p> <ul style="list-style-type: none"> <li>• The name of the proposed program and how specifically this program will address the elements identified in the Scope of Work of this RFP;</li> <li>• The proposed specific activities to be performed by personnel hired through this proposed program.</li> <li>• A description of how the proposed program will work collaboratively within the County to effect successful re-entry for participants into the community.</li> </ul>	
2.	<p><b>How the program will demonstrate cultural and linguistic competence as outlined in the national Culturally and Linguistically Appropriate Services (CLAS) standards;</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Provide a plan for providing appropriate services to lesbian, gay, bi-sexual, transgender, and questioning (LGBTQ) adults.</li> <li>• Include a program staff roster that exhibits the cultural diversity of staff reflecting the community served.</li> </ul>	
3.	<p><b>Identify evidence-based practices (EBP) or specific models that will be utilized in the program.</b></p>	
4.	<p><b>Identify what validated instruments will be utilized, and cycle of administration, to determine that the services provided made a positive impact. Include copies of instruments to be used.</b></p>	
5.	<p><b>List the goals and intended outcomes of the proposed program, how they will be measured, and the timeframe for accomplishing the goals and outcomes.</b></p>	
6.	<p><b>A Staffing Plan to include the number of personnel needed for the proposed program.</b></p>	
7.	<p><b>This section shall provide the qualifications and experience of the two (2) 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.</b></p> <ul style="list-style-type: none"> <li>• For each key team member, provide at least three (3) references (names and current phone numbers) from recent work (previous three (3) years). Include a brief description of each project associated with the reference, and the role of the respective team member. Use Attachment (6) Key Team Members Reference Sheet.</li> <li>• Provide infrastructure and historical data associated with recruitment and retention of similar programs. Include recruitment and retention plan for staff in given hiring environment.</li> </ul>	

8.	Describe any training that will be provided for program personnel related to addressing the needs of the target population, compliance, cultural competency, crisis intervention, etc.	
9.	Describe the program implementation plan which should illustrate the critical steps needed to start the proposed program and to identify any challenges associated with implementation.	
10.	<p>How the proposed vendor will ensure adequate contract oversight and supervision of program personnel to include:</p> <ul style="list-style-type: none"> <li>• Describe how the contract will be managed to ensure contract deliverables are met.</li> <li>• Describe how the clinical staff providing direct care will be supervised and supported.</li> </ul>	
11.	Other relevant information that demonstrates that proposed vendor is specifically qualified to provide the services being solicited in this RFP.	

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**ATTACHMENT 2: BUDGET NARRATIVE WORKSHEET**  
**MAXIMUM TEN (10) PAGES**

Describe each section as it pertains to the proposed program. Add additional rows, as needed.

<b>1</b>		Personnel Expenses
	a	Staff Salaries: 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
	b	Must include positions and "FTE" (actual percentage of time devoted to the project) for each position of staff employees allocated to the program.
<b>2</b>		<p>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.</p> <p>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 (1) 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.</p>
<b>3</b>		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.
<b>5</b>		<p>Administrative and Indirect Costs:</p> <p>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.</p>
		The Potential Contractor must provide its Cost Allocation plan if the proposal contains funding for indirect or administrative overhead costs (include as an attachment).
<b>6</b>		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.

7		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.
8		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.
9		<p>Proposer's most recent year of independent audited financial statements for a fiscal year ended within the last 24 months.</p> <p>A. In lieu of audited financial statements, the County will accept the agency's Form 990 or;</p> <p>B. 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.</p>



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

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

**RETURN WITH YOUR PROPOSAL**

**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)**

Non-Collusion Declaration (Complete 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.**

**RETURN WITH YOUR PROPOSAL**

**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 [Uwright@solanocounty.com](mailto:Uwright@solanocounty.com) or submit digitally via Bonfire E-procurement platform Solano County Portal. Please contact the coordinator with any questions regarding this process, via email.
4. Please use page 2 of 2 for more questions:

**QUESTIONS AND ANSWER**

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

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

**SUBMIT BY DEADLINE STATED IN CALENDAR OF EVENTS**

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**KEY TEAM MEMBERS REFERENCE FORM**

Please provide below information for each key team member proposed in your proposal from recent work (previous three (3) years). State the role of the respective team member for this RFP.

<b>Key Team Member Name:</b>	
<b>Respective Role for this RFP:</b>	
<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	

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

**RETURN WITH YOUR PROPOSAL**

**COUNTY OF SOLANO  
REQUEST FOR PROPOSALS (RFP) NO.: 952-0515-24  
JAIL BASED COMPREHENSIVE CASE MANAGEMENT,  
RE-ENTRY PLANNING AND COGNITIVE BEHAVIORAL 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:

**READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.**

COUNTY OF SOLANO  
REQUEST FOR PROPOSALS (RFP) NO.: 952-0515-24  
JAIL BASED COMPREHENSIVE CASE MANAGEMENT,  
RE-ENTRY PLANNING AND COGNITIVE BEHAVIORAL SERVICES

**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.

**READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.**

COUNTY OF SOLANO  
REQUEST FOR PROPOSALS (RFP) NO.: 952-0515-24  
JAIL BASED COMPREHENSIVE CASE MANAGEMENT,  
RE-ENTRY PLANNING AND COGNITIVE BEHAVIORAL SERVICES

**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**

12. The County reserves the right to reject any and all bids, or to cancel this SOLICITATION in part or in its entirety.
13. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
14. 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.
15. 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.
16. 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.
17. 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.
18. To reject any and all proposals considered not to be in the best interest of the County.
19. To waive any and all minor irregularities in bids.
7. 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 4.**

**COUNTY OF SOLANO  
REQUEST FOR PROPOSALS (RFP) NO.: 952-0515-24  
JAIL BASED COMPREHENSIVE CASE MANAGEMENT,  
RE-ENTRY PLANNING AND COGNITIVE BEHAVIORAL 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. Use additional pages if necessary. If such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.

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

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**READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.**



**COUNTY OF SOLANO  
 REQUEST FOR PROPOSALS (RFP) NO.: 952-0515-24  
 JAIL BASED COMPREHENSIVE CASE MANAGEMENT,  
 RE-ENTRY PLANNING AND COGNITIVE BEHAVIORAL SERVICES  
 SOLICITATION CHECK LIST**

<b>This Checklist is not comprehensive. It is the proposer’s responsibility to ensure compliance with all requirements of this solicitation.</b>	<b>Indicate by initialing</b>
Cover letter submitted in letterhead, contain signature, address and validity period	
Table of contents not to exceed 1 page	
Organization overview not to exceed 2 pages	
Proposal formatted as per solicitation requirement	
Proposal number of pages does not exceed the limit	
All attachments required by this Solicitation, are included	
All exhibits required by this Solicitation, are included in response	
A complete package of technical proposal as required is provided	
A complete cost proposal contains budget and budget narrative (as required)	
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	

**RETURN WITH YOUR PROPOSAL**

**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]

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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 \_\_\_\_\_, 2018.

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

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

Rev.  
01/22/18

**EXHIBIT A**

## **SCOPE OF WORK**

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

**BUDGET DETAIL AND PAYMENT PROVISIONS**

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

**1. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

[http://www.solanocounty.com/depts/auditor/electronic\\_payment\\_to\\_vendor\\_ach.asp](http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_ach.asp)

**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**

20. 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.

21. 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.

22. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- 23. General Liability: **\$2,000,000** 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.  
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

24. Additional Insurance Coverage

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

- \$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.



## 25. 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).

26. 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**

27. 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.

28. 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.

29. 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.

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:

- i. Cancel this Contract; or
- ii. 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 (contract amount)

### 2. TERMINATION

30. Notwithstanding Section 4 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon **30** days written notice from one to the other.

### 3. ADDITIONAL INSURANCE

**(1) 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. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.**

**(2) Professional malpractice insurance of all activities of Contractor (and its subcontractors) arising out of or in connection with this Contract 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 3 years following the completion of work under this Contract.**

### 4. SPECIAL RESPONSIBILITIES OF CONTRACTOR

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

**(2) Provide an audit report, including a management letter, to County annually;**

**(3) Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within 30 days of completion;**

**(4) Provide an unaudited statement of revenue and expenditures to County within thirty (30) days of completion of the project if funds awarded to Contractor are \$100,000 or less;**

**(5) 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. DRUG FREE WORKPLACE

**Contractor shall execute the form attached as Exhibit " D-1 ".**

### 6. CHILD/ADULT ABUSE

**Contractor shall execute the form attached as Exhibit " D-2 and D-3 ".**

### 7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

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.

### 8. 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.**

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

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

## **10. 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.

## **11. 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.***

## **12. CONFIDENTIAL RECORDS**

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

## **13. FEDERAL/STATE HEALTH CARE PROGRAMS**

**Contractor shall execute Exhibit " " for services which may be reimbursed by Federal or State Health Care Programs (including, but not limited to, Medicare, Medi-Cal and Grants), when such services are either provided on Solano County premises or for which County may seek reimbursement from Federal or State Health Care Programs or grants.**

**COUNTY OF SOLANO  
REQUEST FOR PROPOSALS (RFP) NO.: 952-0515-24  
JAIL BASED COMPREHENSIVE CASE MANAGEMENT,  
RE-ENTRY PLANNING AND COGNITIVE BEHAVIORAL SERVICES**

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

<b>COMPANY / ORGANIZATION NAME</b>	
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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;
    - € Any available counseling, rehabilitation and employee assistance programs; and
    - (d) Penalties that may be imposed upon employees for drug abuse violations.
1. Provide, as required by Government Code Section 8355€, 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.

<b>FEDERAL TAX I.D. NUMBER</b>	
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**SIGNATURE AND ACKNOWLEDGMENT**

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

**RETURN WITH YOUR PROPOSAL**

**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 € 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: \_\_\_\_\_

## 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€ and 164.504€ 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 crosscut 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)(I)).
- 3.

#### **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 for purposes of determining Contractors 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 Protect 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 use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.



**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.

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: \_\_\_\_\_