



**County of Sacramento
Department of Health Services**

REQUEST FOR PROPOSALS (RFP) No. MHC/034

Foster Urgent Lifeline System Program

MANDATORY PROPOSERS' CONFERENCE

January 6, 2025, 1:00 pm – 2:00 pm (PST)

- Organizations must meet the minimum requirements as stated in this document.
- Organizations must have representation at the Mandatory Proposers' Conference, held virtually, to submit a proposal.
- Organizations must register for the Mandatory Proposers' Conference through the on-line link shown in the RFP timeline. The registration deadline is shown in the RFP timeline.
- Each organization may register a maximum of three (3) representatives per organization. Organizations may only register one time.

Proposals due no later than 5:00 pm (PST), February 6, 2025

- LATE PROPOSALS WILL NOT BE ACCEPTED.
- The proposal packet must be sent via email to DHS-BHS-PropMHC034@saccounty.gov as a PDF file attachment or as a zipped file containing multiple documents.
- Mailed or hand delivered hard copies, or faxed submissions will not be accepted. Proposals sent to any other email address will not be accepted.

Review all sections carefully and follow all instructions.

Release Date: December 16, 2024

RFP Timeline

December 16, 2024	Request for Proposals (RFP) released
December 23, 2024 5:00 pm (PST)	<p>Mandatory Proposers' Conference Registration Deadline REGISTRATION IS REQUIRED TO ATTEND THE MANDATORY PROPOSERS' CONFERENCE</p> <p>Register here: https://www.surveymonkey.com/r/GM9SN63</p>
January 6, 2025 1:00 pm – 2:00 pm (PST)	<p>Mandatory Proposers' Conference ATTENDANCE IS REQUIRED TO APPLY FOR FUNDING</p> <p>Conference will be held virtually with listen-only access</p>
January 8, 2025 5:00 (PST)	<p>Exhibit M: Proposer Questions Form submission deadline (see Exhibit M for submission instructions)</p>
February 6, 2025 5:00 pm (PST)	<p>PROPOSAL DEADLINE</p> <p>The proposal packet must be sent via email to DHS-BHS-PropMHC034@saccounty.gov as a PDF file attachment or as a zipped file containing multiple documents</p>
By February 7, 2025	Initial screening of Proposals
By February 10, 2025	Notice of insurance deficiencies emailed to Proposers
February 20, 2025 5:00 pm (PST)	Final date for Proposers to submit corrections of all insurance deficiencies
By February 27, 2025	Notice of disqualification emailed to Proposers
By March 13, 2025	Evaluation of Proposals completed
By March 17, 2025	Award recommendations emailed to Proposers
March 24, 2025 5:00 pm (PDT)	<p>Final date to submit written protest to Department of Health Services Director by email: DHS-Director@saccounty.gov</p>
By April 1, 2025	Response to protest

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SECTION I. OVERVIEW

A. BACKGROUND

Introduction to Sacramento County

Sacramento County is one of eighteen counties located in the Central Region of the State of California. The State of California, Department of Finance estimates the 2022 population of Sacramento County to be approximately 1.6 million. As such, Sacramento is considered a large county, especially in comparison with the populations of surrounding counties. Sacramento is one of the most ethnically and racially diverse communities in California. The Sacramento American Indian/Alaska Native community includes tribal people from many different States and regions with unique cultures and histories, including the first indigenous communities of Sacramento; The Nisenan people, The Southern Maidu, Valley, and Plains Miwok, Patwin Wintun peoples, and Wilton Rancheria, Sacramento's only federally recognized Tribe. Historically, Sacramento County has been one of three counties with the highest number of newly arriving refugees in California. In recent years, Sacramento County has resettled the most Refugees and Special Immigrant Visa holders (SIVs) as compared to any other county in California. Global events transpiring in recent years have resulted in an increase in the number of refugees arriving from Afghanistan and Ukraine, thereby enriching the diversity of our community. With the addition of Arabic as a threshold language in 2017 and Farsi in 2020, Sacramento County now has a total of seven threshold languages (Arabic, Cantonese, Farsi, Hmong, Russian, Spanish, and Vietnamese). We welcome these new residents and continue to work towards meeting the unique needs of these emerging communities.

Sacramento County, Department of Health Services, Behavioral Health Services' Adult and Children's Mental Health System

In Sacramento County, there is an array of services and supports that encompass the Behavioral Health Services' (BHS) Adult and Children's Mental Health System. Each continuum is offered by County operated programs and contracted community-based organizations that deliver behavioral health services in a culturally and linguistically responsive manner to help individuals on the recovery journey, in the community and throughout life. Services are provided along a continuum of prevention and early intervention services, outpatient, intensive outpatient, acute residential services, and inpatient psychiatric hospitalizations.

Sacramento County, Department of Health Services, Behavioral Health Services' Vision, Mission, and Values

The following vision, mission statements and core values define BHS's mental health system of care objectives. They also provide direction and guiding principles for how all services are delivered through the mental health system of care:

BHS Vision - We envision a community where persons from diverse backgrounds across the life continuum have the opportunity to experience optimum wellness.

BHS Mission - To provide a culturally competent system of care that promotes holistic recovery, optimum health, and resiliency.

BHS Core Values:

- Respect, Compassion, Integrity
- Client and/or Family Driven
- Equal Access for Diverse Populations
- Cultural Competence, Adaptive, Responsive and Meaningful
- Prevention and Early Intervention
- Full Community Integration and Collaboration
- Coordinated Near Home and Natural Settings
- Strength-Based Integrated and Evidence-Based Practices
- Innovation and Outcome-Driven Practices and Systems
- Wellness, Recovery and Resilience Focus

B. PURPOSE

Children and youth in the foster care system often experience trauma and loss, which puts them at higher risk for behavioral, social, emotional, and mental health challenges. These challenges can manifest in various ways, such as tantrums, fear, withdrawal, aggression, running away, and other impulsive behaviors, which can be difficult for caregivers to manage.

Behavioral issues are a strong predictor of placement instability and are frequently cited by foster parents or caregivers as reasons for requesting the removal of foster youth from their homes. Caregivers may face unfamiliar and challenging behaviors and lack effective strategies to address them. This can significantly increase placement instability.

Frequent placement changes can lead to further disruptions, even for youth who did not show behavioral problems before placement. These disruptions impact the continuity of relationships with caregivers, friends, family, siblings, and involvement in normative activities and education. The ongoing cycle of disruption has long-term negative effects, including mistrust, heightened behavioral problems, a sense of not belonging, increased distress and trauma, and a greater risk of future placement disruptions.

Behavioral issues can lead to conflicts and crises involving both the foster youth and their caregivers. During crises, individuals are often open to immediate intervention and support. Effective crisis intervention can stabilize situations and provide both foster youth and caregivers with new coping strategies. Support during these times includes active listening, emotional support, proactive crisis management, and problem-solving. Caregivers may benefit from understanding the causes of challenging behaviors and learning how to respond effectively. Immediate support can enhance placement stability. Additionally, connecting foster youth with peer mentors and advocates during and after crises can improve their well-being, offer hope, and encourage seeking help before engaging in negative behaviors.

The recommended approach involves implementing prevention and early intervention services designed to prevent placement disruption and to provide immediate behavioral health support to both current and former foster youth in Sacramento County, as well as their caregivers. The program will extend support to former foster youth up to age 26, including Transitional Age Youth (TAY).

Sacramento County, Department of Health Services (DHS), BHS's intent in issuing this RFP is to continue providing support to foster youth and their resource parents/caregivers (e.g., meaningful mental health crisis intervention, brief behavioral health screening, support and mediation/conflict resolution services, etc.) with the goal of increasing stability and mental well-being. Sacramento County is seeking proposals from organizations experienced in providing crisis services and supports to children and youth involved in the foster care system and their resource parents/caregivers.

C. SCOPE OF WORK

1. **Program Description:** The successful proposer will develop and design a Sacramento County call center program that is available via phone and telehealth 24 hours per day, 7 days per week, 365 days per year (24/7/365), which includes:

Critical Incident Response

- a. Immediate phone, text, telehealth, chat, and mobile app response.
- b. Triage and linkage to needed services, including, but not limited to:
 - a. The Community Wellness Response Team for immediate in-person mobile response when appropriate.
 - b. Outpatient mental health and substance use services for youth, adults, and families.
 - c. Resources and supports for normative activities chosen by and important to foster youth.
- c. Within 1 business day, conduct follow-up calls, telehealth, text check-ins, or peer support systems post-event to ensure foster families are stable and the youth remains engaged in services and supports.

2. **Program Objectives:**

For foster youth and families:

- a. Stress reduction in order to support and strengthen foster placement stability.
- b. De-escalation and stabilization of the situation.
- c. Improve foster youth's and caregiver's ability to identify and understand the relevant triggers and cause of behaviors.
- d. Improve foster youth's and caregiver's ability to identify and utilize conflict resolution, problem solving and communication skills and strategies to prevent and manage future crisis.
- e. Temporary relief to allow for space and distance from the situation to regain sense of control.
- f. Connection to ongoing mental health, co-occurring substance use disorders treatment or other needed services and resources.
- g. Coordination of care.
- h. Provide linkage in relation to information gathered from client's health and mental health needs.
- i. Provide continuous, real-time support via phone, telehealth, text, and online chat for foster youth and caregivers experiencing crises.

- j. Improve foster caregiver’s identification of at-risk youth, leading to earlier intervention and support.
 - k. Increase access to culturally and linguistically appropriate behavioral health services for diverse youth populations.
 - l. More foster youth and families accessing real-time crisis support services, such as hotlines, mobile apps, and in-person counselors.
 - m. Comprehensive data collection and evaluation, leading to evidence-based improvements and sustained program impact over time.
 - n. Provide outreach services which includes but not limited to:
 - a. Encouragement for client/families to apply for Medi-Cal.
 - b. Screen and assist client/families for mental health services with Medi-Cal benefits.
 - c. Developing strategies to increase system capacity and close service gaps.
3. **Partnering and Maintaining Partnerships with Existing Community Providers:** This includes but is not limited to any related entities where youth congregate (e.g., schools, churches, community centers, etc.), as well as committees and working groups (e.g., Sacramento County Board of Supervisors, Sacramento County Mental Health Board (MHB), Youth Advocate Committee, Mental Health Services Act (MHSA)/Behavioral Health Services Act (BHSA) Steering Committee, Sacramento County of Education’s (SCOE’s) Student Mental Health and Wellness Collaborative, City or other Youth Advisory Board, City and County Youth Commissions, etc.) and any other committees and advocacy groups related to foster youth behavioral health.
4. **Program Staffing:** There is no prescribed or predetermined standard staff design. Staffing model should be able to meet the scope of service requirements. The successful proposer will ensure their program staff are trained in Therapeutic Crisis Intervention (TCI) and other trainings for foster caregivers to ensure interventions are tailored and supportive to the needs of foster families.
5. **Key Program Outcomes and Plans for Measuring:** Sacramento County collects data and measures outcomes throughout the continuum of care. The successful proposer will provide data monthly and complete quarterly reports and relevant attachments and submit them to BHS as requested. The successful proposer will also meet with the County Contract Monitor monthly for monitoring meetings or as requested by BHS.

D. FUNDING

- 1. For the purpose of this RFP, the successful proposer will have an allocation of \$2,500,000 annually. The available funds are subject to change.
- 2. Indirect and allocated costs may not exceed 15% of actual direct expense.
- 3. Funding for the term of this RFP does not guarantee cost of living adjustment (COLA) / maintenance of effort (MOE) increases. COLA/MOE requests are subject to Sacramento County Board of Supervisors approval.
- 4. The service contracts may be negotiated and renewed annually, at the discretion of the County.

5. **The proposer understands that this will be a Net 30-day agreement; payment due in full 30 days** after receipt of an appropriate and correct invoice. The successful proposer will provide documentation that demonstrates adequate working capital to cover costs, when requested by the County, which includes but is not limited to revenue reports, financial statements, etc. Reimbursement is based on actual costs.
6. For this RFP, one full-time equivalent (FTE 1.0) is equal to 40 hours per work week.

E. ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

Those organizations meeting all of the following criteria are eligible to submit a proposal in response to this RFP. Organizations must:

1. Submit a single agency proposal. Partnerships, multi-organization, or fiscal sponsorship proposals will not be accepted. With written County approval, the successful proposer may, subcontract once awarded.
2. Comply with rigorous data collection, reporting, and audits, as required by the County or its funders, with the capability to implement program changes based on findings.
3. Have experience with providing advocacy services related to the scope of work in this RFP.
4. Have at least three (3) years of experience providing specialty mental health services through either crisis, adjunct, or ongoing services. Services must include co-occurring.
5. Have experience providing crisis services to foster youth, former foster youth, and their caregivers.
6. Have the ability to comply with the approved Start-Up Work Plan (Exhibit L) taking into consideration available expertise and any existing business commitments.
7. Be in compliance with any outstanding corrective action plan with Sacramento County, as applicable.
8. Be a responsive proposer whose proposal complies with all requirements of this Request for Proposal No. MHC/034.

F. MANDATORY PROPOSERS' CONFERENCE

1. A Mandatory Proposers' Conference will be held virtually to discuss the RFP and requirements. Organizations interested in submitting a proposal must have representation at this conference, or their proposal will be rejected as non-responsive (disqualified) without review and eliminated from further consideration.
2. The date/time of the virtual Mandatory Proposers' Conference is shown in the RFP timeline.
3. Organizations must register to attend the Mandatory Proposers' Conference through the on-line link shown in the RFP timeline. The registration deadline is shown in the RFP timeline.
 - a. Each organization may register a maximum of three (3) representatives per organization.

- i. Organizations should designate one (1) representative as their principal Point of Contact (POC). Any necessary Sacramento County DHS, BHS communication regarding this RFP process will be made through this POC.
 - ii. **Organizations should register all representatives simultaneously (using the same form).**
- b. After registering, organization representatives will receive a confirmation email containing the virtual meeting link and password for the Mandatory Proposers' Conference.
4. Because there will be listen-only access to the Proposers' Conference, proposer questions about the RFP, its scope of work, and related processes **will not be accepted** during the Conference. See Section I, G. Proposers' Questions for instructions on submitting written proposer questions.

G. PROPOSERS' QUESTIONS

1. Organization representatives registered for the Mandatory Proposers' Conference will be emailed the Exhibit M: RFP No. MHC/034 Proposer Questions Form.
2. Proposer questions must be submitted on the Exhibit M: RFP No. MHC/034 Proposer Questions Form. The completed form must be attached to the sender's email and emailed to DHS-BHS-PropMHC034@saccounty.gov by the date shown in the RFP timeline. Email's subject line must read, "RFP MHC/034 Questions Form".
3. Questions in any other form (either written or oral) about the RFP, its scope of work, or related processes **will not be accepted**.
4. **Proposer questions will not be accepted after the Questions Form submission deadline as shown in the RFP timeline.**
5. Following the deadline for questions submission, answers to all substantive questions will be provided in the form of a question-and-answer document that will be emailed to organizations who submitted their questions and organization representatives who attended the Mandatory Proposers' Conference. At the sole discretion of Sacramento County DHS, BHS, questions may be paraphrased for clarity. Questions and answers will be provided without identifying the submitters.

SECTION II. REQUEST FOR PROPOSAL PROCESS

A. RULES GOVERNING COMPETITIVE PROPOSALS

1. Costs for developing and submitting proposal packages are the responsibility of the proposer and shall not be chargeable in any way to the County of Sacramento.
2. If the County determines that revisions or additional data to the RFP are necessary, the County will provide addenda or supplements.
3. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. News releases pertaining to this RFP and its award shall not be made without prior written approval of the County.
4. All Proposals shall remain confidential and are not subject to the California Public Records Act until contract execution.

B. RIGHTS OF THE COUNTY

The County reserves the right to:

1. Make a contract award to one or more proposers.
2. Make awards of contracts for all the services offered in a proposal or for any portion thereof.
3. Reject any or all Proposals received in response to this RFP, or to cancel and/or re-issue this RFP if it is deemed in the best interest of the County to do so.
4. Negotiate, make changes, or terminate awards due to budgetary or funding changes or constraints.
5. Negotiate changes to proposal submissions.
6. Enter into negotiations with the proposer who submitted the next highest-rated proposal, or issue a new RFP, if a competitor that is selected through this RFP fails to accept the terms of the County contract.
7. Authorize renewal of contracts annually based on availability of funds and the success of the contractor in meeting the measurable outcomes stated in the contract.
8. Determine the number of resources allocated to successful proposers.
9. Require information in addition to the proposal for further evaluation, if necessary.
10. Check with references and share any information it may receive with the evaluation committee.
11. Require successful proposers to sign a County contract.

12. Make the final determination of the requirement for the report of internal controls to be included with the financial statements.
13. Conduct an evaluation(s) and as a result make changes to various aspects of the program.

C. SCREENING CRITERIA

1. Organizations' proposal packets received by the deadline at the specified email address (from organizations with a representative at the mandatory proposers' conference) will be screened for RFP requirements.
2. All Proposals shall be screened to determine whether they meet the (a) formatting (see Section III for formatting requirements), (b) content (see Section III for content requirements), (c) Staffing Detail, Budget Template (see Exhibit I for budget screening requirements), (d) financial stability (see Exhibit H), (e) insurance requirements (see Exhibit C), (f) criteria as stated in Section I, E. Eligibility to Apply/Minimum Requirements.
3. Proposals meeting all the screening requirements shall be submitted to an Evaluation Committee. The Committee will evaluate the Proposals based on the RFP evaluation criteria. Portions of responses, including attachments that exceed the maximum page allowance will not be reviewed by the Evaluation Committee.
4. Failure to furnish all information required in this RFP or to substantially follow the proposal format requested shall disqualify the proposal. Proposers will be notified of disqualification **by the date shown in the RFP timeline**. A proposer may protest screening disqualification by following the rules found in Section II, Request for Proposal Process, E. Opportunity to Protest.

D. RATING PROCESS: GENERAL

1. Those Proposals meeting the minimum requirements as noted above will be included in an evaluation and selection process. The Proposals will be reviewed and evaluated by an Evaluation Committee, which may consist of County Staff, representatives from other public agencies, and/or individuals from the community at large. The Evaluation Committee will make a recommendation for proposer selection to the DHS Director. The DHS Director will make final recommendation for proposer selection to the Sacramento County Board of Supervisors (BOS). The DHS Director may recommend a proposer that is not the highest rated and provide justification for the recommendation to the BOS.
2. Recommendation for the awards is contingent on successful resolution of any protests, which would otherwise restrict or limit such award.
3. A notice of the recommendation for the award will be emailed to all proposers by **the date shown in the RFP timeline**.
4. A minimum score of 70.0% is required to pass the evaluation. If the minimum score is not met, the proposal will be rejected. Scoring will be as follows:

ELEMENT	POINTS POSSIBLE
Financial Statement	Pass/Fail
Proposal Narrative	100
Start-Up Work Plan	20
Total	120

E. OPPORTUNITY TO PROTEST

1. Any proposer wishing to protest disqualification in the screening process, or the proposed award recommendation must submit a written letter of protest. Submit such a letter by the date shown in the RFP timeline. Any protest shall be limited to the following grounds:
 - a. The County failed to include in the RFP a clear, precise description of the format which Proposals shall follow and elements they shall contain, the standards to be used in screening and evaluating Proposals, the date on which Proposals are due, and the timetable the County will follow in reviewing and evaluating them, and/or
 - b. Proposals were not evaluated and/or recommendation for awards were not made in the following manner:
 - i. All Proposals, received by the deadline and at the email address specified in this RFP, were reviewed to determine which ones met the screening requirements specified in the RFP; and/or
 - ii. All proposals meeting the screening requirements were submitted to an Evaluation Committee which evaluated proposals using the criteria specified in the RFP; and/or
 - iii. Proposal judged best qualified by the Evaluation Committee was recommended to the Director of DHS for award; and/or
 - iv. The County correctly applied the standards for screening for eligibility requirements or evaluating the proposals as specified in the RFP.
2. The written letter of protest of the proposed awards must reference the title of this RFP and be submitted by email to DHS-Director@sacounty.gov; email subject line must read, "Protest, RFP No. MHC/034"

Protest letters must be received at the above email address **by the date shown in the RFP timeline**. Mailed or hand delivered hard copy letters, or faxed letters will not be accepted. Letters received by any other email address will not be accepted. Oral protests will not be accepted. It is the proposer's responsibility to request an email delivery receipt to ensure receipt of delivery at the above email address by the date, time and place specified in the timeline. Protests will not be accepted after the deadline specified. Protest letter/email must clearly explain the failure of the County to follow the rules of the RFP as discussed above in Section II, E.

3. All written protests shall be investigated by the Director of DHS, or their designee, who shall make a finding regarding any protest by the date shown in the RFP timeline.

F. COMMENCEMENT OF WORK

1. The contract shall not be executed until after DHS has obtained BOS approval for the contract.
2. The successful proposer must agree to all terms and conditions of any resultant contract with Sacramento County, which includes providing proof of required insurance coverage. Failure to conform to all requirements shall constitute grounds for termination of contract negotiations and the County may enter into negotiations with the next highest scoring proposer or reissue the RFP.

SECTION III. PROPOSAL SUBMISSION

A. PROPOSAL PACKAGE

Proposals must include the following Exhibits A. through L. in the order specified below: (See referenced exhibits for complete instructions.)

1. **Exhibit A. Proposal Package Checklist:** All items included in the Proposal package must be submitted in the order listed on the Proposal Package Checklist. The Checklist must be submitted as part of the Proposal package and will be provided electronically.
2. **Exhibit B. Proposal/Certification of Intent to Meet RFP Requirements:**
The Proposal/Certification of Intent must be completed with authorized signature and submitted as part of the Proposal package. Electronic or scanned authorized signatures will be accepted. The Certification form will be provided electronically.
3. **Exhibit C. Insurance Requirements:** Successful Proposers shall be required to obtain and maintain insurance according to Sacramento County Insurance requirements. Proposal packets must include the proposer's standard certificate of insurance showing current coverage and/or written evidence that the proposer will be able to have the required insurance in place before a contract is signed and services commence.
4. **Exhibit D. County of Sacramento Contractor Certification of Compliance with Child, Family and Spousal Support:** When Proposers submit a bid, proposal, or other offer to provide goods or perform services for or on the behalf of the County, Proposers must complete and submit Certification with an authorized signature as part of the Proposal package. Electronic or scanned authorized signatures will be accepted. The Certification of Compliance Form will be provided electronically.
5. **Exhibit E. Certification Regarding Debarment and Suspension:** Proposers agree to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that Federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or organization. Proposers must submit Certification with an authorized signature as part of the Proposal package. Electronic or scanned authorized signatures will be accepted. The Certification Regarding Debarment will be provided electronically.
6. **Exhibit F. Statement of Compliance with Sacramento County Good Neighbor Policy:** Proposers are required to comply with the Statement of Compliance with Sacramento County Good Neighbor Policy. Proposers must complete and include the Statement of Compliance with Sacramento County Good Neighbor Policy. Electronic or scanned authorized signatures will be accepted. The Good Neighbor Policy Statement of Compliance will be provided electronically.
7. **Exhibit G. Assurance of Cultural Competence Compliance:** Proposers are required to comply with the Assurance of Cultural Competence Compliance requirements. The proposer must complete and submit a signed certification as part of the Proposal package. Electronic or scanned authorized signatures will be accepted. The Assurance of Cultural Competence Compliance will be provided electronically.

8. **Exhibit H. Independent Audited Financial Statement:** Proposers must submit their latest complete audited financial statement with accompanying notes, completed by an independent Certified Public Accountant, for a fiscal period not more than 24 months old at the time of submission.
9. **Exhibit I. Budget:** Proposers must submit a Budget as described in this RFP as part of the Proposal package. The Budget forms will be provided electronically.
10. **Exhibit J. Proposal Narrative:** The proposal narrative must be submitted as part of the Proposal package. It must enable an Evaluation Committee to determine whether the written proposal narrative meets the requirements of this RFP. Thus, it should be clearly written and concise but also explicit and complete.
11. **Exhibit K. Organizational Chart:** Proposers must submit a current organizational chart that includes the projected placement of the program described in this RFP.
12. **Exhibit L. Start-Up Work Plan:** Start-up Work Plan template must be completed as part of the Proposal package. Start-Up Work Plan template will be provided electronically.
13. **Exhibit M. Proposer Questions Form:** Proposer questions must be submitted on this RFP MHC/034 Questions Form. The Proposer Questions Form will be provided electronically.

B. PROPOSAL SUBMISSION REQUIREMENTS

1. All Exhibits in the proposal should be given file names containing the Proposer's organization name or initials, followed by the RFP designation of MHC034, followed by the Exhibit letter or letters. *Sample file names:* Smithsonian MHC034 Exhibit C (*single exhibit file*) or Smithsonian MHC034 Exhibits A-J (*multiple exhibit files*).
2. Exhibits A. through H. in the Proposal package must be submitted in the following format:
 - a. Document type: Portable Document Format (PDF)
 - b. Page size: letter (8 ½ inches by 11 inches)
 - c. Page orientation: portrait
3. Budget (Exhibit I) must be submitted in the following format:
 - a. Document type: Excel or PDF
 - b. Page size: letter (8 ½ inches by 11 inches)
 - c. Page orientation: portrait
4. Proposal Narrative (Exhibit J) must be submitted in the following format:
 - a. Document type: Word or PDF

- b. Page size: letter (8 ½ inches by 11 inches)
 - c. Page orientation: portrait
 - d. Question/area and response format:
 - i. Each question/area in the narrative should begin on a new page.
 - ii. State the question/area prior to providing a response.
 - iii. Questions/areas should be **single spaced**, with 1-inch margins, using 12-point Arial or Times New Roman font.
 - iv. Narrative responses should be **double spaced**, with 1-inch margins, using 12-point Arial or Times New Roman font.
 - v. The maximum page requirements per question shown in Exhibit J include both the statement of the question/area and Proposer’s response to that question/area. Portions of question/area responses exceeding the maximum page allowance will not be reviewed by the Evaluation Committee.
5. Exhibits K. and L. in the Proposal package must be submitted in the following format:
- a. Document type: PDF
 - b. Page size: letter (8 ½ inches by 11 inches)
 - c. Page orientation: portrait or landscape
6. The inclusion of elaborate artwork, expensive visuals, embedded web links or other presentations as part of the proposal package are neither necessary nor desired and will not be rated or scored, unless otherwise specified in the scored proposal narrative.
7. All Proposals must be submitted in the order specified in the Proposal Package Checklist (see Exhibit A). Pagination: pages should be clearly and consecutively numbered. Page numbers may be handwritten if needed.
8. The proposal must be submitted in the legal entity name of the organization and that legal entity shall be party to the contract. Proposals submitted by a corporation must include the signature of an individual authorized by the organization’s board of directors. Electronic or scanned authorized signatures will be accepted.
9. This RFP requests no more than one (1) proposal per applying organization. Organizations may not submit multiple Proposals with the intent of increasing chances of being awarded.
10. The proposal packet must be sent via email to DHS-BHS-PropMHC034@saccounty.gov as a PDF file attachment or as a zipped file containing multiple documents. If size constraints require sending the proposal packet across multiple emails, all emails must be sent on the same calendar day. Email subject line should include organization name, RFP number, and whether the email contains all or parts of a proposal packet (examples: *Smithsonian, RFP MHC034 Proposal – Complete Packet* or

Smithsonian, RFP MHC034 Proposal – Part 1 of 3). Email box DHS-BHS-PropMHC034@saccounty.gov will send an Automatic Reply email notifying proposers that their email(s) have been sent to the correct email address. An emailed receipt of delivery will be sent in response to all emails containing proposal packets or parts thereof.

11. Organizations may request a retraction of a submitted proposal package for any reason and resubmit a new proposal package. To retract and resubmit a new proposal package:
 - a. The organization must email this request to DHS-BHS-PropMHC034@saccounty.gov. The email must contain the resubmitted proposal package. If size constraints require sending the resubmitted proposal package across multiple emails, all emails must be sent on the same calendar day. Email subject line should include organization name, RFP number, whether email contains all or parts of a proposal package and “Request to Retract/Resubmit”. In the email message, the organization must request that the original proposal be retracted and replaced with the attached resubmitted proposal package. Email box DHS-BHS-PropMHC034@saccounty.gov will send an Automatic Reply email notifying proposers that their email(s) have been sent to the correct email address. An emailed receipt of delivery will be sent in response to all emails containing resubmitted proposal packets or parts thereof.
 - b. The organization’s request must be submitted by the proposal submission date shown in the RFP timeline.
 - c. Once the organization’s request is submitted, by the proposal submission date shown in the RFP timeline, the County will delete the original proposal package and replace it with the resubmitted proposal.
 - d. The County **will not** pre-screen any proposal. It is the responsibility of the organization to ensure that their proposal package is complete.
 - e. Organizations are only allowed one retraction and resubmission request. All other requests will be denied.
12. **Proposals not received by the proposal submission date/time shown in the RFP timeline will be rejected.** It is the responsibility of the proposer to submit the proposal package by email by the time and date shown in the RFP timeline.
13. **Mailed or hand delivered hard copies or faxed submissions will not be accepted.** Proposals emailed to other email addresses will not be accepted.
14. **DHS/BHS will reject any proposal not meeting ALL RFP requirements.**

EXHIBIT A: PROPOSAL PACKAGE CHECKLIST

This Proposal Package Checklist must be completed and submitted with your proposal package. All items must be submitted electronically in the order listed. Please utilize this checklist to ensure that your proposal package is complete.

CHECKBOX ITEMS

- 1. Proposal Package Checklist (see Exhibit A)
- 2. Proposal/Certification of Intent to Meet RFP Requirements (see Exhibit B)
- 3. Certificate(s) of Insurance, documenting current coverage (see Exhibit C)
 - General Liability: \$2,000,000
 - Automobile Liability: \$1,000,000
 - Worker's Compensation/Employers Liability: Statutory/\$1,000,000
 - Professional Liability or Errors and Omissions Liability: \$1,000,000
 - Sexual Molestation & Abuse: \$250,000/\$1,000,000 (per person or occurrence/annual aggregate)
 - Cyber Liability including Identity Theft, Information Security and Privacy Injury: \$1,000,000 per claim or incident and \$1,000,000 aggregate.
- OR--
- Insurance Broker's Letter Demonstrating Ability to Meet County Requirements
- 4. County of Sacramento Contractor Certification of Compliance with Child, Family and Spousal Support (See Exhibit D)
- 5. Certification Regarding Debarment and Suspension (see Exhibit E)
- 6. Statement of Compliance with Sacramento County Good Neighbor Policy (see Exhibit F)
- 7. Assurance of Cultural Competence Compliance (see Exhibit G)
- 8. Independent Audited Financial Statement (see Exhibit H)
- 9. Budget (see Exhibit I)
- 10. Proposal Narrative (see Exhibit J)
- 11. Organizational Chart (see Exhibit K)
- 12. Start-Up Work Plan (see Exhibit L)

SUBMISSION STANDARDS

Use this list to check your Proposal for compliance with screening requirements.

- Authorized signatures on ALL documents in proposal package (electronic or scanned authorized signature will be accepted)
- Proposal package submitted electronically by the date/time shown in RFP timeline
- All documents meet format and content requirements
- Independent Audited Financial Statement or Reviewed Financial Statement not more than 24 months old.
- Insurance requirements met

**EXHIBIT B: FOSTER URGENT LIFELINE SYSTEM PROGRAM
REQUEST FOR PROPOSAL No. MHC/034
PROPOSAL/CERTIFICATION OF INTENT
TO MEET RFP REQUIREMENTS**

For the purposes of this document, the proposer is defined as the organization.

Instructions: Proposers must: A) Respond to all sections of this Exhibit; B) Concisely include applicable, essential, and specific information; attach supplementary sheets as necessary; C) Not alter, delete, or otherwise change any section in the form; D) Include this Exhibit in your organization’s proposal packet with authorized signature. Electronic or scanned authorized signatures will be accepted.

A. ORGANIZATION’S INFORMATION

1. Organization Name		2. Federal Tax ID#	
3. Organization Address			
4. Parent Corporation Name			
5. Parent Corporation Address			
6. Contact Person & Title		Phone	Email
7. Person/Title Authorized (per Board Resolution) to sign on organization’s behalf		Phone	Email
8. Number of years organization has been in business under present business name:			
9. List active contracts or other commitments (e.g., consulting arrangements). Attach supplementary sheets if necessary.			

Contract Term	Legal Contract Name	Service Description	Fund Source(s)	Contract Value

10. Describe any litigation involving the organization and/or principal officers thereof. Please include details about resolution/conclusion.

11. Does the organization hold financial interest in any other business?

If yes, list business(es):	
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12. Does the organization hold a controlling interest in any other organization?

If yes, list organization(s):	
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13. Is the organization owned or controlled by any other person or organization?		
If yes, list person(s) or organization(s):		
14. List name of persons with whom the prospective organization has been associated in business as partners or business associates within the past three years:		

B. ORGANIZATION’S ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

1. Organization is submitting a single proposal?	
2. Organization will comply with rigorous data collection, reporting, and audits, as required by the County or its funders, with the capability to implement program changes based on findings?	
3. Organization has experience with providing advocacy services related to the scope of work in this RFP?	
4. Organization has at least three (3) years of experience providing specialty mental health services through either crisis, adjunct, or ongoing services? Services must include co-occurring.	
5. Organization has experience providing crisis services to foster youth, former foster youth, and their caregivers?	
6. Organization has the ability to comply with the approved Start-Up Work Plan (Exhibit L) taking into consideration available expertise and any existing business commitments?	
7. Organization is in compliance with any outstanding corrective action plan?	
8. Organization is a responsive proposer whose proposal complies with all requirements of the Request for Proposal No. MHC/034?	

Certification:

I certify that all statements in this RFP are true and that all eligibility to apply/minimum requirements in this RFP are satisfied. This certification constitutes a warranty, the falsity of which shall entitle Sacramento County Department of Health Services to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

I agree to provide the County with any other information the County determines is necessary for the accurate determination of the organization’s qualification to provide services.

I certify that (_____) will comply with all requirements specified in the RFP. I agree to the right of the County, state, and federal government to audit (_____)’s financial and other records.

Electronic or Scanned Signature of Organization’s Authorized Agent

Date

Print Name/Title

EXHIBIT C: INSURANCE REQUIREMENTS

Following this page is a sample of the insurance exhibit included in Sacramento County agreements. The types of insurance and minimum limits required for any agreement resulting from this RFP are specified in the sample insurance exhibit. A contract negotiated following this RFP will include the attached insurance exhibit.

Your organization's proposal package should include a standard certificate of insurance showing current coverages. If your organization's current insurance coverage does not conform to the requirements of the attached insurance exhibit, do not obtain additional insurance until a contract is offered. You must, however, provide written evidence, which must be in the form of a letter from your insurance broker or agent that you will be able to have the required insurance in place before a contract is signed and services commence.

If during the proposal screening for this RFP, the County finds a problem with the proposers' insurance submission, the proposer will have until the date shown in the RFP timeline to submit any required documentation to the County. Proposers will be notified via e-mail regarding any deficiencies in the insurance submission.

Certificate holder or additional insured proof is not required as part of this RFP.

If your organization receives a formal contract offer at the completion of this RFP process, and your organization's current insurance coverage does not meet the insurance requirements of the contract, you must provide proof of the required coverage at the time required by the County or the County has the right to enter into negotiations with the proposer who submitted the next highest-rated proposal or issue a new RFP.

In general, the best course is to provide the sample exhibit to your organization's insurance agent or broker and direct him or her to provide a standard certificate of insurance to certify the coverage currently in force.

EXHIBIT C: SAMPLE OF INSURANCE REQUIREMENTS

COUNTY OF SACRAMENTO
«ContractNum»

«CONTRACTTYPE» AGREEMENT NO.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
«CONTRACTORNAME», hereinafter referred
to as "CONTRACTOR"**

**COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS**

1.0. INSURANCE REQUIREMENTS

1.1. CONTRACTOR shall procure, maintain, and keep in force at all times during the term of the Contract, at CONTRACTOR's sole expense, the following minimum required insurance policies and limits which are intended for the protection of COUNTY and the public. CONTRACTOR's obligations for loss or damage arising out of CONTRACTOR's work or services are in no way limited by the types or amounts of insurance set forth herein. In specifying minimum insurance requirements herein, COUNTY does not assert that the required minimum insurance is adequate to protect CONTRACTOR. CONTRACTOR is solely responsible to inform itself of the types and amounts of insurance it may need beyond these requirements to protect itself from loss, damage or liability. It is the sole responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits and forms specified in this Insurance Requirements Exhibit.

1.2. COUNTY reserves the right to modify the required minimum insurance coverages and limits depending on the scope and hazards of the work or services to be provided. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. Any claim by CONTRACTOR that COUNTY's insurance changes result in higher costs will be subject to review and approval by COUNTY, whose approval will not be unreasonably withheld.

1.3. Where a specific Insurance Services Office (ISO) form is referenced in these Requirements or the CONTRACTOR utilizes "a form or policy language as broad in scope and coverage" to satisfy the insurance requirements required herein, CONTRACTOR shall use the most recently approved State edition or revision of the form(s) or policy language to satisfy the insurance requirements.

2.0. Verification of Coverage

2.1. CONTRACTOR shall furnish COUNTY with original certificates and copies of required endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Exhibit; or a combination thereof.

2.2. COUNTY reserves the right to require that CONTRACTOR also provide a copy of the declarations page and a copy of the schedule of forms and endorsements of each policy of insurance required herein. COUNTY further reserves the right to require that CONTRACTOR, through its broker, provide explanatory memoranda regarding coverages, endorsements, policy language, or limits as required herein. All required verifications of coverage are to be received and accepted by COUNTY before work or services commence. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them.

2.3. COUNTY reserves the right to require complete copies of all required insurance policies, including endorsements, required by this Exhibit, at any time and with reasonable notice.

2.4. If CONTRACTOR utilizes proprietary coverage forms or endorsements, CONTRACTOR has the option of having its broker provide explanatory memoranda confirming coverage and limits as required herein.

3.0. Minimum Scope of Insurance and Limits

CONTRACTOR's coverage shall include the following:

3.1. GENERAL LIABILITY: Commercial General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage, personal and advertising injury, contractual, and products and completed operations. Coverage shall be at least as broad as "Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 0001" (Occurrence Form) or a form as broad in scope and coverage. The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars (\$2,000,000)
Personal & Advertising Injury	Two Million Dollars (\$2,000,000)
Products and Completed Operations Aggregate	Two Million Dollars (\$2,000,000)
General Aggregate	Two Million Dollars (\$2,000,000)

3.2. AUTOMOBILE LIABILITY: Automobile Liability insurance providing protection for bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as ISO Business Auto Coverage Form CA 0001 (or a form or policy language as broad in scope and coverage), symbol 1 (any auto), if commercially available. Use of any symbols other than symbol 1 for liability for corporate/business owned vehicles must be declared to and accepted by COUNTY in writing. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. The minimum limits of liability shall not be less than the following for each accident:

Corporate/Business Owned Private Passenger Vehicles	One Million Dollars (\$1,000,000)
Commercial Vehicles	One Million Dollars (\$1,000,000)

3.2.1. If there are no corporate/business owned vehicles covered by a Commercial Auto Policy, then personal automobile insurance requirements apply to any individually owned personal vehicles used by CONTRACTOR for work or services being provided.

3.2.2. The personal automobile liability limits shall not be less than:
\$300,000 Combined Single Limit or, if split limits are used, \$100,000 per person, \$300,000 each accident, \$100,000 property damage.

3.3. WORKERS' COMPENSATION: Workers' Compensation insurance, with coverage as required by the State of California (unless the CONTRACTOR is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars (\$1,000,000)
Disease Each Employee	One Million Dollars (\$1,000,000)
Disease Policy Limit	One Million Dollars (\$1,000,000)

3.3.1. The Workers' Compensation policy required herein shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers. In the event CONTRACTOR is self-insured, CONTRACTOR shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. CONTRACTOR hereby agrees that it waives its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers in the event a Workers' Compensation claim is filed by CONTRACTOR under any self-insured program.

3.3.2. OMITTED

3.4. UMBRELLA or EXCESS LIABILITY policies: CONTRACTOR is granted the option of arranging the required coverages and limits under a single policy or by a combination of underlying policies with the balance provided by an Excess or Umbrella liability policy equal to the total Per Occurrence and Aggregate limits required on the Commercial General Liability policy and the Combined Single Limit on the Commercial Automobile Liability policy.

3.5. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY

3.5.1. The minimum limits shall be not less than \$1,000,000 per claim or incident and \$1,000,000 aggregate. Coverage shall include but is not limited to:

3.5.2. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.

3.5.3. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.

3.5.4. Administrative expenses for forensic expenses and legal services.

3.5.5. Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.

3.5.6. Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

3.6. PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS: OMITTED

3.6.1. The minimum limits shall be not less than \$1,000,000 per claim and aggregate.

3.7. PROFESSIONAL LIABILITY: Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession or services.

3.7.1. The minimum limits shall be not less than \$1,000,000 per claim and aggregate.

3.8. If Professional Liability with Technology Errors and Omissions or Professional Liability coverage is written on a Claims Made form:

3.8.1. The "Retro Date" must be shown and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.

3.8.2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

3.8.3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

3.9. ABUSE or MOLESTATION: Coverage appropriate to the CONTRACTOR's profession. Coverage may be written as part of the CONTRACTOR's Commercial General Liability, or part of the CONTRACTOR's Professional (E&O) Liability, or on a stand-alone basis. Minimum limits shall be not less than \$250,000 per person or per occurrence and \$1,000,000 aggregate.

4.0. Specific Insurance Requirements Related to Commercial General Liability Policies

CONTRACTOR's Commercial General Liability policy shall contain the following provisions:

4.1. COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers (collectively, "COUNTY ADDITIONAL INSURED") shall be included as Additional Insureds as respects liability caused, in whole or in part, by the acts or omissions of CONTRACTOR, or the acts or omissions of those acting on behalf of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR in conjunction with work or services provided by CONTRACTOR.

4.2. The required additional insured status of COUNTY ADDITIONAL INSUREDS may be satisfied by any of the following methods:

4.2.1. Use of a commercially available ISO Additional Insured form or other comparable insurance company form as broad in scope and coverage that provides “automatic” or “blanket” additional insured coverage as required by written contract or agreement.

4.2.2. Use of policy language as broad in scope and coverage that provides “automatic” or “blanket” additional insured coverage as required by written contract or agreement.

4.2.3. Use of a commercially available ISO Additional Insured endorsement form or other comparable insurance company form as broad in scope and coverage that specifically names COUNTY ADDITIONAL INSUREDS as Additional Insureds.

4.3. COUNTY ADDITIONAL INSUREDS shall be included under CONTRACTOR’s Completed Operations coverage as required by written contract or agreement or as specifically endorsed as applicable.

4.4. CONTRACTOR’s Commercial General Liability policy shall include a waiver of subrogation in favor of the COUNTY ADDITIONAL INSUREDS as required by written contract or agreement or as specifically endorsed as applicable.

4.5. CONTRACTOR’s Commercial General Liability policy shall provide that for any claims related to the Agreement, CONTRACTOR’s insurance coverage shall be primary and non-contributory, as required by written contract or agreement, or as specifically endorsed as applicable, as respects COUNTY ADDITIONAL INSUREDS. Any insurance or self-insurance maintained by COUNTY ADDITIONAL INSUREDS shall be excess of CONTRACTOR’s insurance, whether CONTRACTOR’s insurance is self-insurance, a primary Commercial General Liability policy, excess or umbrella policy, or a combination thereof, and any insurance or self-insurance maintained by COUNTY ADDITIONAL INSUREDS shall not contribute with it.

4.6. CONTRACTOR’s Commercial General Liability policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4.7. If CONTRACTOR maintains higher limits than the minimums shown above, whether on a primary or excess basis, COUNTY requires and shall be entitled to coverage with the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverages shall be available to COUNTY.

4.8. CONTRACTOR shall maintain the required Commercial General Liability policy, including Completed Operations, at not less than the required minimum limits, for not less than two (2) years after completion of the work or services; or termination or expiration of the contract. CONTRACTOR shall furnish COUNTY with original certificates and copies of required amendatory endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Contract; or a combination thereof, for the required two (2) years.

4.9. If CONTRACTOR will utilize subcontractors or subconsultants to perform work or services, CONTRACTOR shall require each of its subcontractors or subconsultants, at every tier, to include COUNTY ADDITIONAL INSUREDS as Additional Insureds, including Completed Operations, as required by written contract or agreement, or specifically endorsed as applicable.

4.10. CONTRACTOR shall also have each of its subcontractors or subconsultants, at every tier, to include primary language and waivers of subrogation on their Commercial General Liability policies and Workers' Compensation policies in favor of COUNTY ADDITIONAL INSUREDS, as required by written contract or agreement, or specifically endorsed as applicable.

4.11. It is the express duty of CONTRACTOR that it verifies that its subcontractors, at every tier, have met the requirements stated in 4.9. through 4.11.

4.12. Failure of CONTRACTOR to obtain additional insured status, primary and non-contributory language, and waivers of subrogation for COUNTY ADDITIONAL INSUREDS, by CONTRACTOR and its subcontractors or subconsultants, at every tier, shall be considered a material breach of the Agreement.

5.0. Specific Insurance Requirements Related to Commercial Automobile Liability Policies

5.1. CONTRACTOR's Commercial Automobile Liability policy shall include COUNTY ADDITIONAL INSUREDS as indemnitees and additional (designated) insureds as required by written contract or agreement, or specifically endorsed as applicable.

5.2. CONTRACTOR's Commercial Automobile policy shall include a waiver of subrogation in favor of the COUNTY ADDITIONAL INSUREDS, as required by written contract or agreement, or specifically endorsed as applicable.

6.0. Deductibles and Self-Insured Retention

6.1. Any deductible or self-insured retention that applies to Commercial General Liability, Commercial Automobile Liability or Professional (E&O), must be declared to COUNTY. Any deductibles or self-insured retention in excess of \$100,000 must be declared to and accepted by COUNTY in writing. CONTRACTOR has the option to provide by separate letter the amount of its General Liability, Automobile Liability, Professional (E&O) and, if applicable, other coverage deductibles or self-insured retentions to COUNTY's Risk Management Office for a confidential review and acceptance prior to the execution of the Agreement. COUNTY reserves the right to require CONTRACTOR to substantiate its ability to maintain a deductible or self-insured retention in excess of \$100,000 through furnishing appropriate financial reports. All deductibles or self-insured retentions shall be borne solely by CONTRACTOR, and COUNTY shall not be responsible to pay any deductible or self-insured retention, in whole or in part.

7.0. (Reserved for future use.)

8.0. (Reserved for future use.)

9.0. (Reserved for future use.)

10.0. Other Insurance Provisions – All Policies

The insurance policies required in this Exhibit are to meet the following provisions:

10.1. **ACCEPTABILITY OF INSURERS:** All of CONTRACTOR's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-:VII and admitted to write insurance in California. Any use of a non-admitted insurer shall be disclosed and shall require COUNTY approval in writing, which approval shall not be unreasonably withheld.

10.1.1. Exceptions:

10.1.1.1. Underwriters at Lloyd's of London, which are not rated by A.M. Best.

10.1.1.2. Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

10.2. **MAINTENANCE OF INSURANCE COVERAGE:** CONTRACTOR shall maintain all insurance coverages in place at all times and provide COUNTY with evidence of each policy's renewal within ten (10) days after its anniversary date. CONTRACTOR is expressly required by this Exhibit to immediately notify COUNTY if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits (excepting reduction of limits due to claims) or otherwise materially changed that would reasonably adversely impact the required insurance coverages, limits or related requirements as required herein. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. If commercially available, each insurance policy required herein shall state that coverage shall not be cancelled by CONTRACTOR or its insurer(s), reduced in scope of coverage or limits (excepting reduction by claims), non-renewed, or otherwise materially changed unless the insurer(s) provide thirty (30) days written notice to COUNTY prior to such change. Ten (10) days prior written notice shall be given to COUNTY in the event of cancellation due to nonpayment of premium. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

10.2.1. If CONTRACTOR fails to procure or maintain insurance as required herein, or fails to furnish COUNTY with proof of such insurance, COUNTY, at its discretion, may consider such failure to be a material breach of the Agreement.

10.2.2 It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

10.2.3. The failure of COUNTY to enforce in a timely manner any of the provisions of this Exhibit shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Agreement.

11.0. Notification of Claim

11.1. If any claim for damages or injury is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT D: COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE WITH CHILD, FAMILY
AND SPOUSAL SUPPORT**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- _____ (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- _____ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- _____ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- _____ (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsupport.ca.gov .

CONTRACTOR NAME

Date

Printed Name of person authorized to sign

Signature

EXHIBIT E: CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this Proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

ORGANIZATION'S NAME

Printed Name of person authorized to sign

Electronic or Scanned Signature

Date

EXHIBIT F: STATEMENT OF COMPLIANCE WITH SACRAMENTO COUNTY GOOD NEIGHBOR POLICY

1. CONTRACTOR shall comply with COUNTY’s Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - a. Provision of parking adequate for the needs of its employees and service population;
 - b. Provision of adequate waiting and visiting areas;
 - c. Provision of adequate restroom facilities located inside the facility;
 - d. Implementation of litter control services;
 - e. Removal of graffiti within seventy-two (72) hours;
 - f. Provision for control of loitering and management of crowds;
 - g. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 - h. Participation in area crime prevention and nuisance abatement efforts; and
 - i. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY’s individualized assessment of CONTRACTOR’s facility, services, and actual impacts on the neighborhood in which such facility is located.

2. CONTRACTOR shall identify, either by sign or other method as approved by DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR’s compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

3. CONTRACTOR shall comply with all applicable public nuisance ordinances.

4. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement, and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR’s site is located.

5. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

Contractor’s continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

ORGANIZATION’S NAME

Printed Name of the person authorized to sign

ELECTRONIC OR SCANNED SIGNATURE

DATE

EXHIBIT G: ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE



DIVISION OF BEHAVIORAL HEALTH SERVICES

ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE

This document assures compliance with various federal, state and local regulations, laws, statutes and policies related to culturally and linguistically competent services to diverse populations as outlined in the Sacramento County Division of Behavioral Health Services (BHS) Cultural Competence Plan Objectives and the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

In a culturally and linguistically competent system, each provider organization shows respect for and responds to individual differences and special needs of the community. Services are provided in the appropriate cultural context and without discrimination related to, but not limited to race, ethnicity, national origin, income level, religion, gender identity, gender expression, sexual orientation, age, or physical disability. Culturally competent providers are aware of the impact of their own culture on their relationships with consumers and know about and respect cultural and ethnic differences. They adapt their skills to meet each family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Cultural Competence Definition

Cultural Competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations. (Adapted from Cross, et al., 1989)

Cultural Competence Guiding Principles

Cultural Competence is an ongoing process that is critical to eliminating cultural, racial and ethnic disparities in the delivery of quality mental health and substance use disorder services. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service and should be incorporated into all aspects of policymaking, program design, administration, service delivery, data collection and outcome measurement. The County Behavioral Health Directors Association of California developed the following guiding principles and corresponding strategies for counties to use in operating a culturally and linguistically competent system of care to eliminate disparities.

- Commitment to Cultural Competence and Health Equity

- Address cultural competence at all levels of the system including policy, programs, operations, treatment, research and investigation, training and quality improvement. (CLAS Standard 1)
- Demonstrate commitment to cultural and linguistic competence in all agency policy and practice documents, including the mission statement, statement of values, strategic plans, and policy and procedural manuals. (CLAS Standard 2)
- Provide easy to understand print and multimedia materials and signage in languages commonly used by the population in the service area to inform them of the availability of language assistance services offered at no cost to them. (CLAS Standards 8 & 6)
- Identification of Disparities and Assessment of Needs and Assets
 - Collect, compile and analyze population statistics across language, ethnicity, age, gender, sexual orientation, socio-economic status markers and evaluate the impact of County Client Services Information data across same statistical areas. (CLAS Standard 11)
 - Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area. (CLAS Standard 12)
- Implementation of Strategies to Reduce Identified Disparities
 - Develop, implement, and monitor strategies for elimination of identified disparities (including upstream approaches that address the social determinants of health) and track impact of those strategies on disparities. (CLAS Standard 9)
 - Utilize a quality improvement framework to monitor and evaluate Cultural Competence Plans and disparity elimination activities, and share improvement targets and progress with stakeholders. (CLAS Standards 10 & 15)
- Community Driven Care
 - Develop formal and informal relationships with community members, community organizations, and other partners to maximize the delivery of effective culturally, ethnically and linguistically appropriate care, and monitor the outcomes of these partnerships. (CLAS Standard 13)
 - Ensure representation of consumers, individuals with lived mental health/behavioral health experience; family members of a consumer; children; youth; parent/caregivers of youth with serious emotional disturbance; and representatives from unserved/under-served/inappropriately served communities including Limited English Proficient (LEP) individuals on their advisory/governance body/committee to develop service delivery and evaluation (with a recommended minimum of 50%).
 - Establish and implement a transparent and inclusive process for obtaining client, community, and staff input related to cultural competence planning, implementation, monitoring and evaluation. Create and utilize culturally and linguistically appropriate conflict grievance resolution processes. (CLAS Standard 14)

- Workforce Development
 - Establish workforce recruitment strategies that ensure adequate levels of consumer/peer (persons with lived experience), community (navigators, community health workers), administrative, support, and professional staff, reflective of the diversity of the populations served. Emphasize professional development opportunities, self-care strategies to address stress and micro-aggressions, and other retention efforts. Develop corrective measures to address severe shortages impacting ability to serve county populations (WIC 4341, CLAS Standard 3).
 - Provide ongoing cultural competence and quality improvement training to consumer/peer (persons with lived experience), community (navigators, community health workers), administrative, support and professional personnel (trained behavioral health interpreters, bilingual staff) in order to effectively address the needs of cultural, racial and ethnic populations, including linguistic capability. (CCR Title 9 Section 1810.410, CLAS Standards 4 & 7)
- Provision of Culturally and Linguistically Appropriate Services
 - Ensure access to culturally and linguistically appropriate services (treatment interventions, engagement strategies, outreach services, assessment approaches, community defined practices) and offer language assistance at no cost to them, for all diverse unserved, underserved and inappropriately served populations by making them: available, accessible, acceptable, accommodating, and sensitive to historical, cultural, spiritual and/or religious experiences, values, and traditional healing practices and ceremonies. (CLAS Standards 1 & 5)
 - Make available behavioral health services that are responsive to the numerous stressors and social determinants of health experienced by cultural, racial and ethnic populations which have a negative impact on the emotional and psychological state of individuals and make every attempt to provide greater access to services, e.g., evenings/weekend hours and in less stigmatizing settings (primary care, faith-based organizations, community organizations, etc).

“While culturally competent service delivery systems will continue to have primary goals around ongoing elimination of inequities for specific racial, ethnic, and cultural communities, culturally competent systems must be sufficiently flexible in order to promote improved quality and effectiveness of services for all community members...” (County Behavioral Health Directors Association of California Framework for Advancing Cultural, Linguistic, Racial and Ethnic Behavioral Health Equity, Updated 2016, page 2).

CONTRACTOR hereby agrees that it shall comply with the principles and guidelines set forth as outlined above, and shall:

1. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment. Support evidence-based, community-defined, promising and emerging practices that are congruent with ethnic/racial/linguistic/cultural group belief systems,

cultural values, traditional healing practices, and help-seeking behaviors. Support the county's goal to reduce disparities to care by increasing access, decreasing barriers, and improving services for unserved, underserved, and inappropriately served communities.

- Provide an emotional environment that ensures people of all cultures, ages, sexual orientation, gender identity, and gender expression feel welcome and cared for. This shall include: respect for individual preferences for traditional healing practices, alternative, spiritual and/or holistic approaches to health; a reception staff that is proficient in the different languages spoken by clients; bilingual and/or bicultural clinical staff that is knowledgeable of cultural and ethnic differences, needs, and culturally accepted social interactions and healthy behaviors within the client's family constellation or other natural support system and is able and willing to respond to clients and their natural support system in an appropriate and respectful manner.
2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, outcomes, evaluation, policies, procedures, and designated staff responsible for implementation.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:

Ensure progress in the delivery of culturally competent services through the biennial completion and analysis of a system-wide Agency Self-Assessment of Cultural Competence.
 3. Develop and implement a strategy to recruit, retain and promote qualified, diverse culturally and linguistically competent administrative, clinical, and support staff, reflective of the community, that are trained and qualified to address the needs of the racial and ethnic communities being served.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:

Increase the percentage of direct service staff by 5% annually to reflect the racial, cultural and linguistic makeup of the county until the makeup of direct services staff is proportionate to the makeup of Medi-Cal beneficiaries plus 200% of poverty population.
 4. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery. In addition to ensuring that staff members participate in required cultural competence trainings offered by Sacramento County Division of Behavioral Health Services, CONTRACTOR shall provide cultural competence training to all employees.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:

75% of direct service (including ADS) staff and supervisors will have completed the California Brief Multicultural Competence Scale (CBMCS) and/or equivalent cultural competence training approved by BHS.

5. Provide all clients with limited English proficiency access to bilingual staff or interpretation services at no cost to the client.
6. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
7. Translate and make available signage and commonly used written client educational material and other materials for members of the predominant language groups in the service area.
 - Create a physical environment that ensures people of all cultures, ages, sexual orientation, gender identity and gender expression feel welcome and cared for. This shall include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Sacramento County; providing reading materials, resources, and magazines in varied languages that are at appropriate reading levels and are suitable for different age groups, including children and youth; considering cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.
8. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or nonclinical encounters.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:

Maintain the standard that 98% of staff identified as interpreters complete the approved mental health/behavioral health interpreter training and receive certification. Include system partners in training to expand pool of trained interpreters in emerging language populations.
9. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.
10. Promote equity in behavioral health service utilization by actively engaging and sustaining meaningful participation of representatives from unserved, underserved and inappropriately served communities at every step of program planning, implementation, outcome measurement and evaluation. Collaborate with diverse cultural, racial, ethnic, LGBTQ, and emerging refugee communities to learn more about how they define and view culturally and linguistically competent outreach, engagement, and behavioral health wellness and recovery services.

Dissemination of these Provisions: CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Contractor (Organization Name)

Electronic or Scanned Signature of
Authorized Representative

Name of Authorized Representative (Printed)

Date

Title of Authorized Representative

EXHIBIT H: INDEPENDENT AUDITED FINANCIAL STATEMENT

1. Independent Audited Financial Statement Instructions: Proposers must submit their latest complete audited financial statement with accompanying notes, completed by an independent Certified Public Accountant (CPA), for a fiscal period not more than 24 months old at the time of submission. Use of generally accepted accounting principles (GAAP) is required. The demonstration of the organization's financial stability will be screened. If the audit is of a parent firm, the parent firm shall be party to the contract.

If the total budget amount of the proposal, plus the total of all the organization's existing contracts with DHS is less than \$250,000, a reviewed financial statement may be provided in place of the audited financial statement. The reviewed financial statement shall be prepared by an independent CPA in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants (AICPA) and must be for a fiscal period of not more than 24 months old at the time of submission.

2. Independent Audited Financial Statement (Exhibit H) that is not more than 24 months old at time of submission will be screened by the Department's Accounting Manager for:
 - a. No adverse auditor opinion
 - b. No disclaimer of auditor opinion
 - c. No going concerns/issues

The RFP allows for communication between the proposer, the CPA who prepared the financial statement, and the Department's Accounting Manager. This communication includes additional documentation and reports to be provided to the Department's Accounting Manager and for those documents and explanations to be considered as part of the demonstration of financial stability.

3. Once screened, the Independent Audited Financial Statement will receive a Pass or Fail mark based on:
 - a. Liquidity ratios
 - i. Current (current assets divided by current liability)
 - ii. Quick (equal to cash plus government securities plus accounts receivable divided by total current liabilities)
 - b. Leverage ratio: Debt ratio (total liability divided total assets)
 - c. Working capital: Total current assets minus total current liabilities

EXHIBIT I: BUDGET

1. Instructions for completing Staffing Detail and Budget Template:
 - a. Proposers are required to complete a 12-month budget (Exhibit I) that includes the Staffing Detail and Budget Template. Exhibit I must be completed and submitted in your organization's proposal package. The budget is an Excel spreadsheet; the spreadsheet will include tabs for the Staffing Detail and Budget Template. Exhibit I, Excel spreadsheet, will be included in an email sent to the Mandatory Proposers' Conference attendees. Budget submissions must be in alignment with the proposal.
 - b. The amounts identified in the Staffing Detail sheet automatically calculate and carry over to the Budget Template.
 - c. Round all expenditures to the nearest whole dollar.
2. Budget Screening: Budget will be screened to verify that:
 - a. Instructions listed above have been followed.
 - b. Proposed indirect/allocated costs for services do not exceed 15% of proposed salary/benefits, and operating costs.

Budget Detail

EXHIBIT I BUDGET DETAIL

Program Name:		Expenditure Agreement #	
0		0	
Contracting Agency:		Fiscal Year:	
0		2024-2025	
SECTION 1		County Funding	
		Choose One ▼	
1. SALARIES AND EMPLOYEE BENEFITS		One-Time / Non-Unit	Annual
a. Program Staff - Employees (FORMULA from Staffing Detail)		\$0	\$0
b. Admin Support - Employees (FORMULA from Staffing Detail)		\$0	\$0
c. Payroll Taxes			
d. Employee Benefits			
e. Program Contracted Staff (FORMULA from Staffing Detail)		\$0	\$0
TOTAL PROGRAM SERVICES PERSONNEL EXPENSES (FORMULA):		\$0	\$0
SECTION 2			
2. OPERATING EXPENSES			
Use your General Ledger if available. The following key categories should be included and can further spelled out:			
a. Occupancy expenses:			
b. Office expenses:			
c. Equipment Leases:			
d. Computer Lab and IT support:			
e. Phone and Internet Service:			
f. Travel, transportation and mileage for staff members and volunteers:			
g. Professional services:			
h. Other Operating Expenses (Explain):			
i. Insurance:			
j. Training and conferences. The training budget should match your training plan			
k. Incentives:			
l. Dedicated Medi-Cal Outreach expenses (List items it includes):			
TOTAL PROGRAM SERVICES OPERATING EXPENSES (FORMULA):		\$0	\$0
SECTION 3			
3. TOTAL PROGRAM SERVICES EXPENSES (FORMULA)		\$0	\$0
SECTION 4			
4. OVERHEAD AND ALLOCATED COSTS			
a. Allocated Position Salaries, Benefits and Payroll Taxes. (FORMULA from Staffing Detail)		\$0	\$0
b. Other allocated expenses. Provide explanation of allocation methodology in budget narrative.			
c. Other INDIRECT expenses. Itemize and provide explanation in budget narrative.			
TOTAL ALLOCATED COSTS (NOT TO EXCEED 15% OF SECTION 3) (FORMULA):		\$0	\$0

SECTIONS 1-4 TOTAL ANNUAL SERVICE BUDGET:		\$0
ONE-TIME PROPOSED BUDGET TOTALS:		\$0
SECTION 1 & 4 ECM STAFFING TOTAL:		\$0
*NOT INCLUDED IN COST SETTLEMENT - ECM UNRESTRICTED FUND TOTAL:		
*NOT INCLUDED IN COST SETTLEMENT - ECM ONE-TIME PROPOSED BUDGET TOTAL:		\$0
CLIENT SUPPORT EXPENSES - HUD Funded		
a.	Master Lease / Motel Vouchers	
b.	Subsidies	
c.	Specialized Provider or Alcohol/Drug Treatment	
d.	Building Maintenance/Repair	
e.	Utilities	
f.	Pharmacy	
TOTAL CLIENT SUPPORT EXPENSES		
SECTION 6		
TOTAL PROPOSED BUDGET (FORMULA)		\$0
ECM TOTAL PROPOSED BUDGET (FORMULA)		\$0
6. GRAND TOTAL PROPOSED BUDGET (FORMULA)		\$0

EXHIBIT J: PROPOSAL NARRATIVE

A. Narrative formatting instructions may be found in Section III. B. of this RFP.

Areas to be addressed:	In addition to clarity and completeness of response, proposers will be rated on:	Maximum Pages	Maximum Points
<p>I. Experience Describe your organization’s experience:</p> <p>A. In lifting youth voice or providing advocacy services.</p> <p>B. With specialty mental health services through either providing services, partnerships, or policy development.</p> <p>C. With providing crisis services to foster youth, former foster youth, and their caregivers.</p> <p>D. With barriers in serving this target population and solutions your organization made to address these barriers.</p>	<p>Demonstration of lifting youth voice or providing advocacy services; demonstration of specialty mental health services through either providing services, partnerships, or policy development; demonstration of providing crisis services to foster youth, former foster youth, and their caregivers; demonstrates knowledge of barriers when serving this target population, and solutions to address these barriers.</p>	4	20
<p>II. Program Describe specific strategies your organization will use to meet service requirements as defined in this RFP scope of work.</p> <p>A. Describe how you envision the Foster Urgent Lifeline program.</p> <p>B. Describe your strategy for increasing community awareness of the Foster Urgent Lifeline program.</p> <p>C. Describe your organization’s plan for online presence. Include social media platforms to be utilized and unique and helpful features (e.g., videos, links to useful information, posts, community resources, mental health support tools, etc.) that will be included.</p>	<p>Demonstrates clear vision for the Foster Urgent Lifeline program; demonstration of strategies for increasing community awareness of the Foster Urgent Lifeline program; demonstrates clear plan for online presence.</p>	4	50

Areas to be addressed:	In addition to clarity and completeness of response, proposers will be rated on:	Maximum Pages	Maximum Points
<p>III. Partnering and Maintaining Partnerships with Existing Community Providers</p> <p>A. List relevant community partnerships you would seek to regularly collaborate with and why.</p> <p>B. Describe how you will maintain partnerships.</p>	<p>Identifies relevant community partnerships and rationale; demonstrates how partnerships will be maintained.</p>	<p>2</p>	<p>30</p>
<p>TOTAL PAGES MAXIMUM FOR NARRATIVE/ MAXIMUM POSSIBLE POINTS FOR NARRATIVE</p>		<p>10</p>	<p>100</p>

EXHIBIT K: ORGANIZATIONAL CHART

Proposers are required to submit a current organizational chart that includes the placement of the new program as described in this RFP. Include this Exhibit K in your organization's proposal packet. The organizational chart will not be scored but should complement your organization's narrative.

EXHIBIT L: START-UP WORK PLAN

The Exhibit L: Start-Up Work Plan is a formatted Word document and will be included in an email sent to the Mandatory Proposers' Conference attendees. Proposers are required to complete and include the Exhibit L: Start-Up Work Plan in your proposal packet.

Instructions for completing: **Identify the action steps for the development and implementation of the Foster Urgent Lifeline program.** Proposers will be rated on clarity, quality, comprehensiveness, organization, completeness and feasibility of the Start-Up Work Plan; understanding of principles of wellness and recovery and culturally responsive care as it relates to all aspects of organization culture; understanding of program operations, creative hiring strategies, and community/neighbor collaborations as it relates to good neighbor practices and Sacramento County's Good Neighbor Policy; demonstration of the ability to deliver services within a three (3) to six (6) month time frame upon contract execution; demonstrates understanding of potential barriers to all implementation steps, and effectiveness of solutions to address barriers.

Maximum possible points for the Start-Up Work Plan: 20 points.

Start-Up Work Plan						
Step	Action Steps What will be done	Responsibilities Who will complete the action step?	Resources A. Resources available B. Resources Needed (financial, human, political & other)	Timeline By When? (Day/Month) <i>(For the purpose of this proposal, use July 1, 2025, start date)</i>	Potential Barriers	Solution
1.						
2.						
3.						
4.						

5.						
6.						
7.						
8.						

**EXHIBIT M:
REQUEST FOR PROPOSAL No. MHC/034
PROPOSER QUESTIONS FORM**

Instructions for completion and submission:

1. Exhibit M: RFP No. MHC/034 Proposer Questions Form is a Portable Document Format (PDF) document with fillable fields.
2. Proposer questions must be submitted on this RFP MHC/034 Proposer Questions Form. The completed form must be attached to the sender’s email and emailed to DHS-BHS-PropMHC034@saccounty.gov by the date shown in the RFP timeline. Emails subject line must read, “RFP MHC/034 Questions Form”.
3. Questions in any other form (either written or oral) about the RFP, its scope of work, or related processes will not be accepted.
4. Proposer questions will not be accepted after the Questions Form submission deadline as shown in the RFP timeline.
5. Following the deadline for questions submission, answers to all substantive questions will be provided in the form of a question-and-answer document that will be emailed to organization representatives who attended the Mandatory Proposers’ Conference. At the sole discretion of Sacramento County DHS, BHS, questions may be paraphrased for clarity. Questions and answers will be provided without identifying the submitters.

Date	
Organization: (insert name)	
Submitted By: (insert name and title)	
E-Mail Address:	

RFP Section Number	RFP Page Number	Concisely describe your Question. Use a separate row for each question.

ATTACHMENT 1: SAMPLE AGREEMENT BOILERPLATE

COUNTY OF SACRAMENTO

**«CONTRACTTYPE» AGREEMENT NO. «ContractNum»
AGREEMENT**

THIS AGREEMENT is made and entered into as of this ___ day of _____, 20__, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and «CONTRACTORNAME», a _____ [nature of business, such as an individual, sole proprietorship, non-profit California corporation, partnership, etc.], hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, _____ [County’s reasons for contracting]

WHEREAS, _____

WHEREAS, _____ [Contractor’s reasons for contracting]

WHEREAS, _____

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on «enddate».

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

TO CONTRACTOR

DIRECTOR
Department of Health Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

«ContractorName»
«Address»
«CITYSTATEZIP»

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and

retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, proposer for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and proposers for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an “Indemnified Party” and collectively “Indemnified Parties”), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR’S subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.
- B. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR’S subcontractors at any tier.
- D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement

XVII. INSURANCE

Without limiting CONTRACTOR’S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web Proposals provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY’S Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY **insert - upon completion of services, on a monthly basis**. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement

- D. are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- E. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- F. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the proposal thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or

Proposals which can be given effect without the invalid term, condition, or proposal; to this end the terms and conditions of this Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. TRANSITION OF CARE

If CONTRACTOR provides services to patients/clients under the terms of this AGREEMENT, CONTRACTOR shall cooperate with COUNTY and any other Provider of services in circumstances where Patient care is transferred from CONTRACTOR to another Provider. CONTRACTOR understands and agrees that such cooperation is necessary for coordination of care and will make all reasonable efforts to make such transfers as seamless for the Patient as is possible.

XXXVI. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

XXXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXVIII. BUSINESS ASSOCIATE REQUIREMENTS

If COUNTY determines that under this Agreement CONTRACTOR is a “Business Associate” of COUNTY, as defined in the Health Insurance Portability and Accountability Act (45 CFR 160.103), then CONTRACTOR shall comply with the Business Associate provisions contained in Exhibit G, which is attached hereto and incorporated by reference herein.

XXXIX. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party’s obligations hereunder have been duly authorized.

XL. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

XLII. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XLIII. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

XLIV. CHARITABLE CHOICE 42 CFR PART 54

CONTRACTOR certifies that if it identified as a faith-based religious organization, and receives direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT), the Projects for Assistance in Transition from Homelessness (PATH) formula grant program, Substance Abuse and Mental Health Services Administration (SAMSHA), or Temporary Assistance to Needy Families (TANF) discretionary grants that:

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;
2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR § 54.3);
3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from federal, state, or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR § 54.4);
4. CONTRACTOR shall not expend any federal, state, or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR § 54.5);
5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR § 54.7);
6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;
7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR § 54.8); and,

8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR § 54.8).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR § 54.7 to the extent that 42 CFR § 54.7 conflicts with 42 U.S.C. 2000e-1.

XLIV. COVID-19 REQUIREMENTS

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety, the Centers for Disease Control and Prevention (CDC), and the Occupational Safety and Health Administration's (OSHA) non-emergency COVID-19 prevention regulations. (see Title 8 sections 3205, 3205.1, 3205.2, and 3205.3 (2023).)

XLV. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, F, and G attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

ATTACHMENT 2: SAMPLE EXHIBIT D TO AGREEMENT “ADDITIONAL PROVISIONS”

**EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as “COUNTY”, and
«CONTRACTORNAME»,
hereinafter referred to as “CONTRACTOR”**

ADDITIONAL PROVISIONS

I. LAWS, STATUTES, AND REGULATIONS

- A. CONTRACTOR shall abide by all applicable state, federal, and county laws, statutes, and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Mental Health Policy Letters, and Title 42 of the Code of Federal Regulations, Section 434.6 and 438.608, in carrying out the requirements of this Agreement.
- B. CONTRACTOR shall comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.
- C. CONTRACTOR shall comply with the requirements mandated for culturally competent services to diverse populations as outlined in the Sacramento County Phase II Consolidation of Medi-Cal Specialty Mental Health Services—Cultural Competence Plan 1998, 2002, 2003, and the Department of Mental Health (DMH) 2010 Cultural Competence Plan Requirement. CONTRACTOR agrees to abide by the Assurance of Cultural Competence Compliance document, as provided by COUNTY, and shall comply with its provisions.

II. LICENSING, CERTIFICATION, AND PERMITS

- A. CONTRACTOR agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder; such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, and work experience of such persons.

III. OPERATION AND ADMINISTRATION

- A. CONTRACTOR agrees to furnish at no additional expense to COUNTY beyond the amounts identified as NET BUDGET/MAXIMUM PAYMENT TO CONTRACTOR in Exhibit C, all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be

maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.

- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes, and public information, which are material to the performance of this Agreement.
- D. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All program announcements, websites, brochures, and press releases shall include the Sacramento County logo, and shall adhere to the Logo Style Guide provided by COUNTY. Additionally, the program announcements, websites, brochures and press releases shall state the following language:
 - 1. If MHSA funding is present in Exhibit C of this Agreement, “This program is funded by the Division of Behavioral Health Services through the voter approved Proposition 63, Mental Health Services Act (MHSA).”
 - 2. If MHSA funding is not present in Exhibit C of this Agreement, “This program is funded by the Sacramento County Division of Behavioral Health Services”.
 - 3. Oral presentations shall include the above required statement.

IV. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 5330, 5610 and 10850 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
 - 1. All proposals and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 - 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an Proposer or recipient of services. Proposer and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY’s consent or the consent of the Proposer/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state and federal laws is a misdemeanor.
- C. CONTRACTOR is subject to, and agrees to comply when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC § 1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations.

V. CLINICAL REVIEW AND PROGRAM EVALUATION

- A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR’s premises for the purpose of making periodic inspections and evaluations.

CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and clinical effectiveness of the services being rendered.

- B. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under this Agreement.

VI. REPORTS

- A. CONTRACTOR shall provide accurate and timely input of services provided in the Avatar System, or any replacement system, in accordance with COUNTY's Division of Mental Health Provider Manual, so that COUNTY can generate a monthly report of the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore make further fiscal, program evaluation and progress reports as may be reasonably required by DIRECTOR or by the State Department of Mental Health concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VII. RECORDS

- A. Patient Records: CONTRACTOR shall maintain adequate patient records on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, state, and county record maintenance requirements.
- B. Service and Financial Records: CONTRACTOR shall maintain complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The patient eligibility determination and the fees charged to and collected from patients shall also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.
- C. Review, Inspection, and Retention of Records: At reasonable times during normal business hours, the State Department of Mental Health, COUNTY or DIRECTOR, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. Upon expiration or termination of this Agreement all patient records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor patient's eighteenth (18th) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by CONTRACTOR for a minimum period of four (4) years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

VIII. PATIENT FEES

- A. The Uniform Method of Determining Ability to Pay prescribed by the State Director of Mental Health shall be applied when services to patients are involved.
- B. Charges for services to either patients or persons responsible shall approximate estimated actual cost.

- C. CONTRACTOR shall use the Uniform Billing and Collection Guidelines prescribed by the State Director of Mental Health (non-billing providers excluded).

IX. ANTI-SUPPLANTATION

If MHSA funding is present in Exhibit C of this Agreement, the following language applies: MHSA funds shall be used exclusively to develop new projects, expand existing programs and/or services or to enhance existing programs and services. CONTRACTOR shall not utilize MHSA funds to supplant existing state or county funds for mental health services.

CONTRACTOR shall execute a certification that it has complied with the anti-supplantation requirements. Such certification shall be executed prior to release of MHSA funds and CONTRACTOR shall annually execute such certification as part of the fiscal audit requirement. If COUNTY determines that supplantation has occurred, CONTRACTOR shall be required to reimburse COUNTY for all MHSA funds that were used in violation of this Section. Use of MHSA funds in violation of this Section shall be grounds for termination of this Agreement.

X. AUDIT/REVIEW REQUIREMENTS

A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors

2 CFR 200.501 requires that non-Federal entities that expend \$1,000,000 or more (from all Federal sources) in a year in Federal Awards must have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC).

B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors
In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:

1. Annual Audited financial statements and accompanying Auditor’s report and notes is required from CONTRACTOR when DHS has awarded contracts totaling \$250,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).

2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than \$250,000, but more than \$100,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.

3. Should any audit findings be noted in the Audit or Review CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.

4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.

5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor’s Results.

C. Term of the Audit or Review

The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

D. Termination

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY three copies of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

F. Request for Extension of Due Date

CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

XI. SYSTEM REQUIREMENTS

A. CONTRACTOR shall adhere to the guidelines, policies and procedures issued by the County Information Technology Services (ITS) for use of COUNTY computers, software, and systems.

B. CONTRACTOR shall utilize the Avatar system for all County Mental Health Plan (MHP) functions including, but not limited to, client demographics, services/charges, assessments, treatment plans and progress notes. CONTRACTOR has the right to choose not to use the Avatar system but must comply with all necessary requirements involving electronic health information exchange between the CONTRACTOR and the COUNTY. The CONTRACTOR must submit a plan to the COUNTY for approval demonstrating how the requirements will be met.

XII. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment identified to be purchased by CONTRACTOR under Exhibit C of this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

XIII. PATIENTS RIGHTS/GRIEVANCES

- A. CONTRACTOR shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the patient's rights.
- B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.
- C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.
- D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

XIV. ADMISSION POLICIES

CONTRACTOR's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

XV. HEALTH AND SAFETY

- A. CONTRACTOR shall maintain a safe facility.
- B. CONTRACTOR shall store and dispense medication in compliance with all applicable state, federal, and county laws and regulations.

XVI. MANDATED REPORTING

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse, adult, and dependent adult abuse as defined in Penal code Section 11165.7 and the Welfare and Institutions Code Section 15630-15632. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

XVII. BACKGROUND CHECKS

CONTRACTOR shall not assign or continue the assignment of any employees, agents (including subcontractors), students, or volunteers (“Assigned Personnel”) who have been convicted or incarcerated within the prior 10 years for any felony as specified in Penal Code § 667.5 and/or 1192.7, to provide direct care to clients.

XVIII. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with COUNTY’s Good Neighbor Policy, a copy of which is attached as Exhibit F.
- B. If COUNTY finds CONTRACTOR has failed to perform, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within an agreed upon time frame. If CONTRACTOR fails to comply, COUNTY shall take the required corrective action and deduct the actual cost to correct the problem from CONTRACTOR’s claim, when appropriate, to ensure compliance with the Good Neighbor Policy.

XIX. BASIS FOR ADVANCE PAYMENT

- A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR’s designee.
- B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR’s designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the “Net Budget/Maximum Payment to CONTRACTOR” as indicated in Exhibit C.
- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR’s designee may authorize annual advances of not more than ten percent (10%) of the “Net Budget/Maximum Payment to CONTRACTOR” for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR’s written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR’s designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. COUNTY reserves the right to withhold the total advance amount from any invoice.

These provisions apply unless specified otherwise in Exhibit C of this Agreement

XX. AMENDMENTS

- A. DIRECTOR may execute an amendment to this Agreement provided that:
 - 1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR’s delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor’s resolution for amending this Agreement, whichever is greater; and
 - 2. Funding for the increased contract obligation is available within the Department’s allocated budget for the fiscal year.

- B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.
- C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

XXI. RUSSIAN ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the total amount of this Agreement is \$5,000,000 or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

ATTACHMENT 3: GOOD NEIGHBOR POLICY

COUNTY OF SACRAMENTO GOOD NEIGHBOR POLICY

Contact: Penelope Clarke
Public Protection & Human Assistance Agency
916 874-5886

Preamble

The County is a political subdivision of the State of California, that is mandated by state and federal law to provide certain services to all residents of the County, and that also provides non-mandated, desired or necessary services to enhance the well being and quality of life for its residents. Such services are provided within the territorial boundaries of all cities within Sacramento County and in the unincorporated areas of the County.

County facilities are generally located in close proximity to the constituent population served, and in areas that are easily accessible to public transportation. The siting of facilities is ultimately a County responsibility. The County requires its departments to have conducted reasonable outreach to affected neighborhoods in siting County facilities. The County takes into consideration a whole range of factors, including location of clients served, proximity of other related services needed by clientele, and any neighborhood revitalization plans and adoption siting policies of cities. The County will solicit the affected city's input and recommendation as to location, but retains the ultimate decision as to the parameters of the search area and determination of the most appropriate sites.

As a general rule, the County does not do site searches for programs, services or facilities operated by non-county entities that may receive County funding, but requires contractors to have conducted reasonable outreach to affected neighborhoods. The County contracts for services, but does not dictate the location of the facility. All businesses within the incorporated and unincorporated areas of the county must be in good standing with whatever city or County zoning laws apply in order to receive funding.

The County of Sacramento is committed to being an integral part of the neighborhoods and communities in which it is located and will implement measures in order to minimize the impact of such facilities on those neighborhoods and communities. Through its placement and management of facilities and its provision of appropriate services, the County endeavors to enhance revitalizing and strengthening of neighborhoods and communities.

Sacramento County -- Good Neighbor Policy

This policy is focused on those County-owned and County-leased facilities and those service providers under contract with the County where programs provide direct service to County constituents that have a potential impact on neighborhoods through increased traffic, noise, trash, parking, people congregating, and security risks to neighborhoods and program participants.

Generalized good neighbor policies that prohibit loitering, require litter control services, mandate removal of graffiti, provide for adequate parking and restroom amenities, require landscape and facility maintenance consistent with the neighborhood and require identification of a contact person for complaint resolution have general application to all county facilities and programs.

Good neighbor policies will also address specific and individualized impacts of proposed facilities and services based on actual circumstances which must be determined through a case by case analysis.

Good Neighbor Policies

This policy applies only to County-owned and leased facilities and those service providers under contract with the County if the facility programs and projects provide direct services to County constituents. In addition these service facilities must have a potential impact on neighborhoods and communities through increased traffic, noise, trash, parking, people congregating, and security risks to both neighborhoods and program participants.

The County requires, with regard to the actual location of a particular facility or service, that all applicable zoning laws have been complied with. The focus of this good neighbor policy does not include the propriety of the location of a facility or program in a properly zoned neighborhood or community.

While location is a consideration and input from cities, neighborhoods and communities will be sought, the ultimate decision as to location rests with the County.

Once a facility is sited and in compliance with zoning laws, the intent of this policy is to identify physical impacts and measures to mitigate those impacts so as to be an integral part of the neighborhood and community the County serves.

Provision A: Establish a cooperative relationship with all cities, neighborhoods and communities for planning and siting facilities and contracting for services where the service or project has a high impact on the neighborhood and mitigation of those physical impacts is necessary.

Sacramento County -- Good Neighbor Policy

Provision B: Promote decentralization of County services where feasible as a means to improve accessibility and service delivery and reduce physical impact on the environment, neighborhoods and communities.

Provision C: Promote collocation of services, where feasible, as a way to enhance efficiency and reduce costs in the delivery of services.

Provision D: Promote exploration of innovative ways to increase accessibility to services that could also reduce physical impacts on the environment, neighborhoods and communities.

Provision E: Establish early communication with affected cities, neighborhoods and communities as a way to identify potential physical impacts on neighborhoods and to establish mitigation as necessary as well as appropriate property management practices so as not to be a nuisance.

Provision F: Maintain ongoing communication with cities, neighborhoods and communities as a way to promote integration of facilities into the community, to determine the effectiveness of established good neighbor practices, and to identify and resolve issues and problems expediently.

Provision G: Establish generalized good neighbor practices for high impact facilities, services and projects that include:

- Provision of adequate parking
- Provision of adequate waiting and visiting areas
- Provision of adequate restroom facilities
- Provision for litter control services
- Provision for removal of graffiti
- Provision for control of loitering and management of crowds
- Provision for appropriate landscape and facility maintenance in keeping with neighborhood standards
- Provision for identification of a contact person for complaint resolution
- Provision in contracts for the County to fix a deficiency and deduct it from the money owed to the program if the program fails to fix them.
- Provision to participate in area crime prevention and nuisance abatement efforts.

Provision H: Establish specific good neighbor practices for high impact facilities, services and projects based on a factual analysis of circumstances that would require more oversight and extraordinary measures to ensure the resolution of problems as they occur.

Sacramento County -- Good Neighbor Policy

Provision I: Establish requirements that all facilities, services and projects be in compliance with various nuisance abatement ordinances and any other provision of law that applies.

Provision J: Establish a central point of contact, within the County, for resolving noncompliance with this Good Neighbor Policy when all other administrative remedies have been exhausted. This requires contact with funding agencies, site contacts, call report logs, database maintenance, and trends analysis.

Provision K: Conduct a periodic review of all sites and projects included in this policy to determine the effectiveness of the application of the Good Neighbor Policy.

Provision L: Continued non-compliance by contractor to this policy and it's provisions may result in contract termination and ineligibility for additional or future contracts.