

# SAN BENITO COUNTY

## BEHAVIORAL HEALTH DEPARTMENT

*Mental Health & Substance Use Disorder Services*

### Request for Proposal

#### RFP # BH23-001 OUTPATIENT ADULT SERVICES RFP INFORMATION:

**PROPOSAL RESPONSE DATE:**  
March 17, 2023

**PROPOSAL RESPONSE TIME:**  
NO LATER THAN 2:30 P.M.

**DELIVER PROPOSAL SUBMITTALS TO:**  
San Benito County Behavioral Health  
1131 Community Parkway  
Hollister, CA 95023

Proposers are required to submit one (1) original hard-copy of their proposal response (including all required attachments) to the address above. Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the package, and be delivered in a sealed package. Failure to do so may cause the proposal to be rejected.

**PRE-PROPOSAL CONFERENCE DATE:**  
February 17, 2023

**PRE-PROPOSAL CONFERENCE TIME:**  
9:00 A.M.

**LOCATION OF PRE-PROPOSAL CONFERENCE:**  
San Benito County Behavioral Health  
And Virtual meeting option  
1131 Community Parkway, Hollister, CA 95023  
<https://us06web.zoom.us/j/89596129465>  
Meeting ID: 895 9612 9465  
Dial by your location  
+1 669 900 6833 US (San Jose)  
+1 408 638 0968 US (San Jose)  
Find your local number:  
<https://zoom.us/j/89596129465>

**MANDATORY ATTENDANCE AT PRE-PROPOSAL CONFERENCE REQUIRED:** NO  
*If attendance is mandatory, failure to attend this conference will result in rejection of bid.*

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

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## SECTION ONE—INTRODUCTION

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### 1.1 Statement of Purpose

The County of San Benito (County) is seeking proposals from qualified and experienced organizations for the provision of Adult Outpatient Specialty Mental Health Services, as described in further detail in Exhibit A, attached hereto on behalf of the County's Behavioral Health Department.

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

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

### 1.2 Scope of Services

Proposers shall submit a complete Scope of Work that explains in detail the Proposer's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in the resultant Contract. The RFP contains the minimum list of services and deliverables the selected Proposer is expected to provide to provide the County. See Exhibit A for County's Technical Specifications.

### 1.3 RFP Intent

The County is seeking respondents to this RFP who are experienced in specialty mental health service delivery to adults in San Benito County. The selected bidder will be expected to competently and professionally perform all of the services contained in the Scope of Work as generally outlined in Attachment "A" – General Scope of Services. All bidders are advised that this scope of work is subject to modification as a result of contract negotiations with the selected bidder. The scope of work that evolves from contract negotiations with the selected bidder, to the extent modified, will be inserted in the executed contract between the successful bidder and the County. The RFP contains the minimum list of services and deliverables the selected proposer is expected to provide the County.

### 1.4 Contract Duration

The County intends to enter into an Agreement (Contract) with an initial effective period of July 1, 2023 – June 30, 2026. The County reserves the right to extend this Contract on a year-to-year basis; however, in no case shall the renewal extend beyond twenty-four (24) months from the expiration date of the original Contract. An extension of the term of this Contract may be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided in the original Contract and proposal.

## **1.5 Proposal Deadline**

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

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted, nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by San Benito County Behavioral Health Department.

## **1.6 Assistance to Proposers with a Disability**

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

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## SECTION TWO—RFP SCHEDULE OF EVENTS

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### 2.1 Schedule of Events

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

SCHEDULE OF EVENTS		
1	County Issues Request for Proposal (RFP)	February 6, 2023
2	Pre-Proposal Conference (9:00 A.M.)	February 17, 2023
3	Question Deadline	February 24, 2023
4	Assistance to Proposers with a Disability Deadline	March 3, 2023
5	Submission Deadline (2:30 P.M.)	March 17, 2023
6	Mail - Notice of Intent to Award	April 7, 2023
7	Protest Deadline	April 21, 2023
8	Appeals Deadline	May 05, 2023
9	Board of Supervisors Authorizes Contract	May 23, 2023*
10	Proposer Transition / Final Inspection	June 12, 2023 – June 30, 2023*
11	Begin Contract Services	July 01, 2023

*\*Denotes tentative date*

## 2.2 Pre-Proposal Conference

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

PRE-PROPOSAL CONFERENCE LOCATION	
<b>San Benito County Behavioral Health Department</b>	<b>* Meeting will be held <u>in-person &amp; via Zoom</u></b>
Date: February 17, 2023	Time: 9:00 A.M.
Address: 1131 Community Parkway (Via Zoom)	City: Hollister
Zoom info: <a href="https://us06web.zoom.us/j/89596129465">https://us06web.zoom.us/j/89596129465</a> Meeting ID: 895 9612 9465 Dial by your location (669) 900 6833 US (San Jose) (408) 638 0968 US (San Jose) Find your local number: <a href="https://zoom.us/j/89596129465">https://zoom.us/j/89596129465</a>	

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

Oral responses to questions at the Pre-Proposal Conference are considered tentative and nonbinding on the County. To ensure accurate and consistent responses to all Proposers, the County's official responses to all questions shall be published by written Addendum after the Pre-Proposal Conference.

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## SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION

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### 3.1 Proposal Inquiries

Questions regarding this proposal shall be made in written form to:

RFP POINT OF CONTACT	
<b>San Benito County</b>	<b>Behavioral Health Department</b>
1131 Community Parkway	Hollister, CA 95023
Attention: Louise Coombs	PH: (N/A – ALL QUESTIONS TO BE IN WRITING)
E-mail: <a href="mailto:lcoombs@sbcmh.org">lcoombs@sbcmh.org</a>	FX: (831) 636-4025

All inquiries shall be submitted before 5:00 P.M. Pacific Time on the date shown above in Section 2 – Schedule of Events. Responses by the County and any change in requirements will be done in the form of a written Addendum. The receipt of any resulting Addendum must be acknowledged in accordance with the directions on the Addendum. Oral explanations or instructions given before the award of the Contract will not be binding upon the County.

Proposers shall direct any questions or requests for clarification in writing to the RFP Point of Contact (or designee) named above. Proposers seeking information related to this RFP, including the scope of services described herein, obtained from sources other than the RFP Point of Contact (or designee) do so at their own risk. The County cannot be responsible for the completeness, accuracy, or timeliness of such information.

### 3.2 Proposal Format

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

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

San Benito County  
Behavioral Health Department  
Attn: RFP BH23-001 Reviewer  
1131 Community Parkway  
Hollister, CA 95023

### 3.3 Proposals Received Late

Proposals received after the time specified will not be considered for evaluation and will be returned unopened to the respective proposer.

### 3.4 Proposal Errors

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



### **3.5 Timing of Award**

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

### **3.6 Right of Rejection**

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

### **3.7 Form Contract/Exceptions and Alternatives**

The Sample Contract attached to this RFP contains terms and conditions that will become binding to the successful proposer upon execution of the agreement/contract. This Sample Contract is attached solely for the purpose of informing Proposers of the fixed, predetermined, standard contract provisions with which the successful Proposer will be required to comply.

Upon successful reference checks, evaluations and receipt of all required documents, the contractor will be expected to sign the County's standard services contract, attached to this RFP as Exhibit A, with other terms and conditions specified in this RFP incorporated therein. Submittal of a proposal shall constitute concurrence with the terms and conditions set forth in the County's standard services contract and in this RFP.

### **3.8 Failure to Comply**

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

### **3.9 Disqualification**

Any of the following may be considered cause to disqualify a Proposer without further consideration:

1. Evidence of collusion among Proposers;
2. Any attempt to improperly influence any member of the Evaluation Committee;
3. A Proposer's default in any operation of a contract/agreement which resulted in termination of that contract/agreement; and/or
4. Existence of any lawsuit, unresolved contractual claim, or dispute between Proposer and the County.

### **3.10 Protest and Appeal Procedures**

#### **3.16.1 General**

Potential bidders, proposers, and sub-proposers wishing to protest or appeal procurement or contracting decisions by the County of San Benito Behavioral Health Department must follow the procedures provided by this section. Protests or appeals that are not submitted in accordance with these procedures will not be reviewed.

#### **3.16.2 Definitions**

For the purposes of this procedure:

1. "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.
2. "County Administrative Officer" means the San Benito County, County Administrative Officer.
3. "Days" means working days of the County of San Benito.
4. "Filing Date" or "Submission Date" means the date of receipt by County Contract Manager.
5. "Interested Party" means an actual or prospective Bidder or Proposer.
6. "Contract Manager" means the San Benito County designated Contract Manager.

### **3.16.3 Protest Procedure**

The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties

1. Any Interested Party may file a written protest with the Contract Manager not later than five (5) days after date of mailing a Notice of Intended Award.
2. The protest shall be physically delivered or sent by registered mail to the Contract Manager. The County will not consider protests submitted electronically.
3. The protest must be physically received by the Contract Manager before 5:00 PM local time on the last day of the five (5) day protest period.
4. The protest filed with the Contract Manager shall:
  - a. Include the name, address, and business telephone number of the protestor;
  - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date;
  - c. Contain a concise statement of the grounds for protest;
  - d. RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
  - e. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### **3.16.4 Protest Review**

1. Upon receipt of a protest, the Contract Manager shall review all the submitted materials and shall create and retain a written record of the review. The Contract Manager shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest. The Contract Manager's decision will be final.
2. If the protested procurement involves federal funds, the Contract Manager shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder

shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

### **3.17 Contract Debarment**

1. After the opening of bids or receipt of proposals, the Contract Manager (or designee) shall review the Excluded Parties List System (EPLS). Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Contract Manager determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Contract Manager determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Contract Manager may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Contract Manager (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1- 4).

### **3.18 Federal E-Verify Contracting Regulations**

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

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## SECTION FOUR—TERMS AND CONDITIONS

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### 4.1 Cost of Preparation of Proposal

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

### 4.2 Rights to Pertinent Materials

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

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

### 4.3 Public Records Act

San Benito County is a local agency subject to the Public Records Act. As such, the County is required to disclose any Records related to the conduct of the public's business, unless there is a statutory exception. All proposals become public information no later than after the award of the RFP, with the exception of those portions of a proposal that are identified at the time of the submittal by the Proposer as "Confidential" or "Proprietary" and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

Proposers who are not publicly owned, must submit proof of financial profitability and stability with their proposal.

The County has taken the position that Financial Statements such as these are exempt from disclosure under the Public Records Act under California Public Contract Code section 10165 and 20101. As such, the County maintains the confidentiality of these documents, and does not release them to third parties unless court ordered to do so.

### 4.4 Modification of Scope of Services

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

### 4.5 Right of County to Reject Proposals

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

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

#### 4.6 Examination of Proposal Documents

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

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

#### 4.7 Insurance Provisions

The "Insurance Limits" contained in the attached Exhibit A are hereby made a part of this RFP and any resultant contract. The proposer shall acknowledge in their proposal responses their ability to meet these insurance requirements. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting the requirements of the attached Exhibit A.

#### 4.8 Sample Contract

A Sample Contract (Exhibit A) is attached for the purpose of informing the proposer of the County's standard contract provisions with which the successful proposer will be required to comply and, with the exception of the insurance requirements set forth therein and described in detail in section 4.7 above, do not constitute requirements of this RFP. These provisions are subject to revision by the County at any time prior to the signing of the Contract.

The submission of a proposal shall be considered an offer to contract and should the proposer be awarded a contract, shall signify the proposer's agreement to be bound by all the terms, conditions (including insurance requirements), and specifications set forth in this RFP and in the various proposal documents, unless specifically noted otherwise in the proposal, and subsequently agreed to in writing by the County.

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## SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

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### 5.1 Submittal Documents

Proposers shall complete and submit the following documents in response to this RFP:

1. Exhibit B: Signed Proposal Cover Page;
2. Exhibit C: Proposal Checklist;
3. Exhibit D: Response Clarification Addendum
4. Exhibit E: Signed Non-Collusion Affidavit;
5. W-9;
6. Financial Report;
7. Qualification Proposal; and
8. Budget Worksheet/Narrative.

### 5.2 Proposal Submittal

One (1) original hard-copy proposal shall be submitted to Contract Manager at the place and time specified in this RFP.

All proposals shall contain all the elements set forth in Section 5.3 and shall be submitted in separately sealed envelopes/packages, each clearly identifying the project name, number and closing date. The envelopes/packages shall be marked as follows:

**Part One - Financial Report**

**Part Two - Qualification Proposal**

**Part Three – Budget Worksheet/Narrative**

### 5.3 Proposal Elements

Proposers shall address the proposal elements below:

#### 5.3.1 Part One - Financial Report

**The Financial Report submittal process is only required to be submitted with the original proposal.**

Prior to any contracts being issued a Proposer must demonstrate to the County's satisfaction that its company is financially sound. Proposers shall submit a Financial Report showing proof of financial profitability and stability, including their most recent audited financial statements. If a Proposer is not a public corporation, it too shall submit proof of financial profitability and stability with verifiable financial information of a nature comparable to audited financial statements. In some cases, an alternate option may be made available upon the discretion of the Purchasing department. Contact Purchasing for more information prior to RFP proposal response date.

The Financial Report shall be submitted in its own separately sealed envelope or binder, marked "FINANCIAL REPORT". Proposers are required to submit only one (1) copy of Financial Reports in the original response only which includes detailed information about the proposer's financial condition, including the following:

1. Provide audited financial statements for the three (3) most recent fiscal years for which the statements are available, and interim if available. The statements must include balance sheet, income statement, and a statement of cash flows. Statements must be complete with opinion, notes, management letters, and conform to Generally Accepted

Accounting Practices (GAAP). If no audited statements are available, explain why and submit unaudited financial statements. Statement of Income and Retained Earnings, for the three (3) most recent fiscal years, prepared by an independent auditing firm.

2. Identify what percent of proposer's annual revenue this contract shall represent. Please note that Proposers may not submit income tax returns in lieu of the above requested items.

### **5.3.2 Part Two - Qualification Proposal**

**One (1) Qualification Proposal is required to be received in office prior to the due date.**

**Mail/Hand Delivered:**

One (1) original hard-copy Qualification Proposal is required, in a binder with tabbed dividers. Each part shall be preceded by an 8 ½" by 11" tab divider, with each part clearly labeled. The Qualification Proposal binder shall be marked "QUALIFICATION PROPOSAL", with each binder clearly identifying the project name, number, and closing date. The Qualification Proposal shall consist of items 1 – 10 listed above, and shall contain all the elements set forth below:

1. Evidence of Proposer's authority to conduct business within the State of California.
2. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of services under this RFP:
  - 2.1 Provide a list of all sub-consultants that will be providing services to the Proposer for the completion of the Scope of Work and describe the role they will perform. Include for each sub-consultant:
  - 2.2 The firm's name, name of the key representative, address, valid California Contractor business license number and telephone number; or
  - 2.3 If no sub-consultant(s) will be used, include a statement stating thus.
3. Identify whether, during the prior five (5) years, any of Proposer's principals have been involved in litigation or arbitration of any kind relating to services similar to those requested by this RFP. If yes, provide the name of the public agency and briefly detail the dispute.
4. Identify whether Proposer has had a service agreement terminated for convenience or default in the prior five years. If yes, provide details of contact information for each contract, including: names, addresses, telephone numbers and the reason for termination.
5. Identify whether Proposer's firm, owners, and/or any principal or manager involved in, or is Proposer aware of, any pending litigation regarding professional misconduct or bad faith, and provide details.
6. Identify whether Proposer's firm, owners, and/or any principals or managers are involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency, and provide details.
7. Provide a list of at least (3) references for projects completed in the past five (5) years for government agencies to whom Proposer provided services similar to those requested by this RFP, including:

7.1 Client name, contact person, and current telephone number;

7.2 Project description and location;

7.3 Description of services provided;

7.4 Budget performance;

7.5 Schedule performance;

7.6 Key personnel involved; and

7.7 Sub-consultants employed.

8. Submit a technical proposal describing the detailed scope of work that will be completed to accomplish the Scope of Work outlined in this RFP. The technical proposal shall include a description of Proposer's understanding of the specific project goals and requirements with highlights of those goals and requirements that are particularly significant to the project and the delivery of services;

#### **5.3.2.1 Capacity and Experience (25 points)**

1. Describe proposer's experience providing strength-based, family centered services;
2. Describes proposer's experience with the target population;
3. Describes how proposer's staff is culturally and linguistically competent;
4. Identifies proposer's ability to develop or identify a survey to measure collaboration and customer satisfaction;
5. Describes proposer's history of strong community partnerships;
6. Demonstrates capacity to start a program immediately and the ability to expand; and
7. Demonstrates the ability to apply State training and technical assistance.

#### **5.3.2.2 Program Services (25 points)**

1. Describe proposer's ability to meet the criteria outlined in the Exhibit A Scope of Work;
2. Describe the proposer's ability to hire and train staff to deliver Youth and Family services effectively and efficiently to manage the program described in the Exhibit A Scope of Work; and
3. Clearly define an implementation plan.

#### **5.3.2.3 Performance Outcomes/Impacts of Continuum of Care Reform (35 points)**

1. Describe how proposer's stated activities will directly result in achievement of outcomes.



2. Explain measurement tools accurately used to measure actual outcomes
3. Describe proposer's ongoing assessment process that evaluates outcomes
4. Explain how program goal(s)/outcomes(s) are specific, measurable, achievable, relevant, and timely
5. Demonstrate the ability to develop and clearly defines discharge plans.

Proposal documents not identified above shall be included in a section labeled "Other RFP documents."

### **5.3.3 Part Three— Budget Worksheet/Narrative**

**One (1) original hard-copy Budget Worksheet/Narrative is required to be received in office prior to the due date.**

The Budget Worksheet/Narrative shall be submitted in its own separately-sealed envelope, marked "BUDGET WORKSHEET/NARRATIVE". Proposers are required to submit one (1) in original response only, which shall include the following:

1. A separate sealed document that details the total cost in U.S. dollars to the County for the proposal being submitted.
2. Proposers shall provide the Budget Worksheet/Narrative within the time allotment for completing the scope of work outlined in the RFP. This shall form the basis for payments to the successful proposer, as well as for adjustments to the value of the Agreement in the event the scope of work varies from that proposed.
3. The proposer shall provide Budget Worksheet/Narrative to complete the project in the timeframe indicated in Section I, Item 1.3; Contract Duration. Should the County and the successful proposer mutually agree to renew the Agreement, the budget provided by the proposer in its RFP response for the subsequent years shall be utilized.
4. All costs incurred and billed to the County, including labor, materials, overhead and profit shall be included within the Agreement Budget.

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## SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

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### 6.1 Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. Award shall be made to the Proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) Award shall be made to the Proposer who in the County's opinion has submitted the proposal that best conforms to the RFP and best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be recommended or made to the Bidder with the lowest price. The following describes the evaluation process and associated components.

### 6.2 Selection Process

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

The EC shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature. In such cases a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers.

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

### 6.3 Evaluation Phases

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

#### 6.4 Phase I: Evaluate Proposal Submission and Financials (Pass/Fail)

Phase I is a pass/fail evaluation of submission completeness ("responsiveness") and the financial viability of the Proposer. Contract Manager will conduct a pass/fail analysis of (a) each submitted proposal package for completeness and (b) the financial stability of each Proposer based upon the Financial Report submitted. During Phase I, the Pricing Proposals will remain unopened and be retained by the Contract Manager. Upon completion of its analysis, Purchasing will forward the qualification proposals submitted by Proposers who passed Phase I to the Evaluation Committee (EC). The Pricing Proposals will remain with the Contract Manager until the EC has completed the evaluation of the Qualification Proposals.

#### 6.5 Phase II: Qualification Proposal Evaluation

In Phase II, the EC will review and evaluate the Qualification Proposals, and each Proposer will be given a score. During this phase, reference checks will be performed, and Proposers may be interviewed. Should the County exercise the option to interview, only those

Proposers judged by the EC to be the most qualified to perform the work contemplated herein shall be placed on an "interview list." Those Proposers on the interview list shall be requested to make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential Proposers.

#### 6.6 Phase III: Budget Worksheet/Narrative

In Phase III, the County Behavioral Health Fiscal Department shall evaluate budget worksheet/narrative using a weighted average, with the lowest price assigned 100% of the points possible.

In determining the amount proposed by each proposer, the County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the County's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the County, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the proposal contain only a total price for the item and the item price is omitted, the County shall determine the item price by estimated quantities of work to be performed as items of work. If the proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete, and the proposal shall be disregarded.

#### 6.7 Calculation of Final Score

Upon completion of all phases of the evaluation process, the scores shall be totaled. The proposals shall be evaluated on the following categories considering the maximum weight possible for each category as listed below:

EVALUATION CATEGORIES	MAXIMUM POINTS
PHASE I – Review and Evaluate Financials <i>Notify Vendors Not Proceeding onto Phase II</i>	PASS/FAIL

PHASE II	MAXIMUM POINTS
<b>Capacity and Experience:</b> <ul style="list-style-type: none"> <li>• Describe proposer's experience providing strength-based, family centered services;</li> <li>• Describes proposer's experience with the target population;</li> <li>• Describes how proposer's staff is culturally and linguistically competent;</li> <li>• Identifies proposer's ability to develop or identify a survey to measure collaboration and customer satisfaction;</li> <li>• Describes proposer's history of strong community partnerships;</li> <li>• Demonstrates capacity to start a program immediately and the ability to expand; and</li> <li>• Demonstrates the ability to apply State training and technical assistance.</li> </ul>	25
<b>Program Services:</b> <ul style="list-style-type: none"> <li>• Describe proposer's ability to meet the criteria outlined in the Exhibit A Scope of Work;</li> <li>• Describe the proposer's ability to hire and train staff to deliver Youth and Family Services effectively and efficiently to manage the program described in the Exhibit A Scope of Work; and</li> <li>• Clearly define an implementation plan.</li> </ul>	25

<b>Performance Outcomes</b> <ul style="list-style-type: none"> <li>Describe how proposer's stated activities will directly result in achievement of outcomes;</li> <li>Explain measurement tools accurately used to measure actual outcomes;</li> <li>Describe proposer's ongoing assessment process that evaluates outcomes;</li> <li>Explain how program goal(s)/outcomes(s) are specific, measurable, achievable, relevant, and timely; and</li> <li>Demonstrate the ability to develop and clearly define discharge plans.</li> </ul>	35
<b>Subtotal of Phase II:</b> <i>Proposer must receive a score of 70% or more in phase II above to move on to Phase III Budget Worksheet/Narrative</i>	85
<b>PHASE III</b>	<b>MAXIMUM POINTS</b>
Phase III – Pricing Proposal	15
<b>TOTAL POSSIBLE POINTS:</b>	100

## 6.8 Award

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

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## SECTION SEVEN - STANDARD CONTRACT INFORMATION

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### 7.1 Contract Approval

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

### 7.2 Contract Payments

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

the County of San Benito.

### **7.3 RFP and Proposal Incorporated into Final Contract**

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

### **7.4 Contract Monitoring**

The County may employ all reasonable means to ensure that the services are progressing and being performed in compliance with the Contract. At reasonable times, the County may inspect those areas of the successful proposer's leased space that are related to the performance of the contract. If the County requires such an inspection, the successful proposer shall provide reasonable access and assistance.

### **7.5 Contract Amendment**

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

### **7.6 Sample Contract: (See Exhibit A)**

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## **SECTION EIGHT—SUBMITTAL DOCUMENTS**

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### **8.1 The following attached forms must be completed and included in the Proposal Submittal:**

- Proposal Cover Page
- Proposal Submittal Checklist
- Response Clarification Addendum
- Non-Collusion Affidavit to be Executed by Proposer and Submitted
- Non-Collusion Affidavit Signature Page

## Exhibit C

### PROPOSAL COVER PAGE



Please return this checklist with Request for Proposal submittal packet.

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

RFP PROPOSERS INFORMATION		
Name of Proposing Agency:		
Primary Contact for Proposing Agency:		
Project Name:	RFP #: BH23-001	RFP Closing Date: March 17, 2023
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
Email:	Other License # (CSLB, etc.):	
Date Signed:		
Print Name:		
Signature:		Initials:
Title:		

**\*\*SIGN & RETURN THIS PAGE\*\***

## Exhibit D



### PROPOSAL CHECKLIST

Please return this checklist with Request for Proposal submittal packet.

SUBMITTAL CHECKLIST			
		YES	NO
1	Signed Proposal Cover Page	<input type="checkbox"/>	<input type="checkbox"/>
2	Signed Proposal Checklist (this document)	<input type="checkbox"/>	<input type="checkbox"/>
3	Exceptions to the terms and conditions of this RFP, if any	<input type="checkbox"/>	<input type="checkbox"/>
4	Exceptions to the Sample Contract, if any	<input type="checkbox"/>	<input type="checkbox"/>
5	Response Clarification Addendum	<input type="checkbox"/>	<input type="checkbox"/>
6	Signed Non-Collusion Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
7	Fully Executed Federal Subrecipient Risk Assessment Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
8	W9 form Request for Taxpayer Identification Number and Certification	<input type="checkbox"/>	<input type="checkbox"/>
9	One (1) separately sealed envelope marked <b>"FINANCIAL REPORTS"</b> (original hard-copy submittal only)	<input type="checkbox"/>	<input type="checkbox"/>
10	One (1) original in a separately sealed package marked <b>"QUALIFICATION PROPOSAL"</b> (original hard-copy and electronic submittals)	<input type="checkbox"/>	<input type="checkbox"/>
11	One (1) original in a separately sealed envelope marked <b>"PRICING PROPOSAL"</b> (original hard-copy and electronic submittals)	<input type="checkbox"/>	<input type="checkbox"/>

Date Signed:	
Print Name:	
Signature:	Initials:
Title:	

**\*\*SIGN & RETURN THIS PAGE\*\***



## Exhibit E



### RESPONSE CLARIFICATION ADDENDUM

RESPONSE CLARIFICATION ADDENDUM			
Addendum Number	Dated	Date Received	Initials
Print Proposers Name:			
Proposers Signature:			
Title:			

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

**\*\*SIGN & RETURN THIS PAGE\***



## Exhibit F

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

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

To the County San Benito:

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

#### DECLARATION UNDER PENALTY OF PERJURY

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

**(Please sign on the following page)**



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

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

<b>RFP PROPOSERS INFORMATION BH23-001</b>		
Name of Proposer:		
Primary Contact for Proposing Agency:		
Business Address:		
City:	Zip Code:	State:
Taxpayer ID #:	Business License #:	
Type of Business:		
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual doing business under own name <input type="checkbox"/> Individual doing business using a firm name <input type="checkbox"/> Joint Venture—attach agreement</div><div><input type="checkbox"/> Corporation <input type="checkbox"/> Partnership</div></div>		
Date Signed:		
Print Name:		
Signature:	Initials:	
Title:		

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

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

***\*\*SIGN & RETURN THIS PAGE\*\****

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## SECTION NINE – INFORMATIONAL ATTACHMENTS

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**9.1 The following attached informational documents are attached hereto and made a part of this RFP:**

- Exhibit A – Sample Contract
- Exhibit B – Scope of Work / Technical Specifications

**Exhibit A**

***SAMPLE***  
**AGREEMENT**

**PROVIDER AGREEMENT**

**BETWEEN**

**SAN BENITO COUNTY BEHAVIORAL HEALTH**

**DEPARTMENT**

**AND**

**XXXXXXXXXXXXXXXXXXXXXXX**

**XXXXXXXXXXXXXXX**

**XXX – XXX**

The COUNTY OF SAN BENITO ("COUNTY") and \_\_\_\_\_  
("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on \_\_\_\_\_, and end on \_\_\_\_\_  
\_\_\_\_\_, unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$500,000

**6. Termination.**

The number of days of advance written notice required for termination of this contract is \_\_\_\_\_.

**7. Specific Terms and Conditions (check one)**

- ☐ There are no additional provisions to this contract.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

- [ ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

**8. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

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

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

Address: \_\_\_\_\_

Hollister, California 95023

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Contract Administrator for  
CONTRACTOR:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**SIGNATURES**

APPROVED BY COUNTY:

\_\_\_\_\_

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

Chair, San Benito County Board of Supervisors

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

APPROVED BY CONTRACTOR:

\_\_\_\_\_

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

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

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

**APPROVED AS TO LEGAL FORM:**

First and Last Name, San Benito County Counsel

\_\_\_\_\_

By: \_\_\_\_\_

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

## **ATTACHMENT B**

### **Payment Schedule**

- 1) In consideration of Contractor's provision of services required under the terms of this Agreement, County shall reimburse Contractor an amount not to exceed \$XXX for salaries, benefits and other operating costs.
- 2) Monthly invoices shall include an amount equal to the previous month's program costs for delivering all the services required under this Agreement. Monthly expenditure reports shall accompany the invoices in support of the program costs on the invoice.
- 3) Invoices shall be electronically submitted to [fiscal@sbcmh.org](mailto:fiscal@sbcmh.org) or by mail to the following address:

San Benito County Behavioral Health  
1131 Community Parkway  
Hollister, CA 95023  
Attention: Fiscal Department

- 4) County shall reimburse for any undisputed invoices, which County and vendor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt. Contractor agrees that the monthly invoices represent an estimate of the actual program costs and not a final settlement for the costs of delivering the services under the terms of this Agreement. Contractor understands that the maximum amount to be paid by the County during the term of this Agreement is \$XXX. Program operations and program costs shall be managed to insure the provision of services for the full term of this Agreement.
- 5) Notwithstanding any other provision of this agreement, final settlement shall include direct and indirect costs, which may include operating income that is not allowable through Medi-Cal reimbursement, equal to the amount listed in Contractor's approved budget not to exceed Net County Costs or the Contract Maximum.

#### **SPECIAL COMPENSATION TERMS:**

**Outpatient Specialty Mental Health Services** — CONTRACTOR shall provide an hourly rate of \$XXXX per hour of direct clinical services provided by a licensed or licensed waived clinician. The maximum possible reimbursement fee for this Program component shall be up to XXXX dollars (\$XXXX).

For each service provided, the monthly claim shall itemize the type, client, and date of service and any other relevant documentation for COUNTY review (see Attachment A —PERFORMANCE OUTCOME MEASURES). For this program component, the total amounts up to a maximum of \$XXXX shall be based on the actual number of hours of direct clinical services provided for clients of this program.

#### **B. Term**



These services shall commence on 07/01/2023 and continue through 06/30/2026. The COUNTY reserves the right to extend this contract on a year-to-year basis; however, in no case shall the renewal extend beyond twenty-four (24) months from the expiration date of the original contract.

**END ATTACHMENT B**

# **ATTACHMENT C**

## **General Terms and Conditions**

### **C-1. INDEMNIFICATION.**

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

### **C-2. GENERAL INSURANCE REQUIREMENTS.**

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

### **C-3. INSURANCE COVERAGE REQUIREMENTS.**

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's

operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.

- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a

period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third-party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial three-year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three-year period.

#### **C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

#### **C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

#### **C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

#### **C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

#### **C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay

CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

**C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

**C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

**C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

**C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

**C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

**C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default

of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

#### **C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

#### **C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

#### **C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

#### **C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

#### **C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA**

Contractor shall comply with California Governor Newsom's Executive Order N-6-22, (available online at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) regarding economic sanctions against Russia. Contractor shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine includes, but is not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure

to comply shall result in the termination of contracts or grants, as applicable. Contractor must further ensure that this contract provision is included any applied to any agents, suppliers, subcontractors, or independent contractors Contractor retains in completing its work for the County of San Benito under this Agreement.

**END OF ATTACHMENT C.**



# ATTACHMENT D

## HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

### BUSINESS ASSOCIATE

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and

disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
  - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) Contractor is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (<http://www.hhs.gov>).
- (o) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

**END ATTACHMENT D**

# Exhibit B

## SCOPE OF SERVICES

The Contractor shall provide services under this Agreement as follows:

### Outpatient Adult Services

#### **PROGRAM DESCRIPTION**

The Outpatient Children/Youth Services will be staffed by CONTRACTOR with (2) two FTE Clinicians. The CONTRACTOR will provide specialty mental health services (SMHS) which include, but not limited to case management, assessment, individual, and group therapy for adults, and older adults and their supports who are designated Medi-Cal beneficiaries in San Benito County.

CONTRACTOR will provide a brief treatment model which is:

- Short term treatment not to exceed twelve (12) months, or as clinically appropriate;
- Group Oriented when possible and appropriate
- Focused on treatment goals that keep beneficiaries in the least restrictive setting and improve individual, family, community, functioning
- Linked to community support services as needed
- Discharge planning and coordination as the focus of treatment throughout service provision

The location of SMHS shall be available at the CONTRACTOR facility located within the County of San Benito and the CONTRACTOR shall give priority to those persons identified as at-risk and/or acute psychiatric treatment.

CONTRACTOR shall accept all appropriate referrals as assigned by the COUNTY. If CONTRACTOR is at capacity per DHCS BHIN 20-012, then CONTRACTOR will collaborate with COUNTY to develop strategies to meet service needs of beneficiaries.

The CONTRACTOR shall provide access to assessment and mental health treatment services in the primary language of all referred beneficiaries and beneficiary supports.

The CONTRACTOR shall have in place a mechanism for a review of all open charts at no more than twelve (12) months and periodically thereafter.

#### **COORDINATION**

CONTRACTOR will be closely coordinated with the COUNTY. CONTRACTOR's staff, when appropriate, will make referrals to the COUNTY's Esperanza Center. Beneficiaries will be referred to COUNTY when symptoms and behaviors require additional COUNTY services.

#### **PUBLIC RELATIONS**

All press releases, statements to other news outlets, public announcements, advertising or other

public accessed presentations or promotional statements regarding this this agreement shall include a statement identifying that the activities are funded through the San Benito County Behavioral Health Department.

#### **PERFORMANCE OUTCOME MEASURES**

1. CONTRACTOR shall provide COUNTY all SMHS documentation as per COUNTY provided instructions monthly or as requested.
2. CONTRACTOR shall submit the following items on a monthly basis to COUNTY:
  - i. Assessments
  - ii. Treatment Plans
  - iii. Progress Notes
  - iv. Training Logs
  - v. Organizational Chart – Staffing
  - vi. Licenses or Waivered Verification
  - vii. Other items as requested by COUNTY
3. CONTRACTOR Representative will attend Quality Improvement Committee Meetings held at the San Benito County Behavioral Health office monthly or as needed for the purpose of contract review and monitoring.

#### **CULTURAL COMPETENCY**

- Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.
- Contractor shall adhere to the provisions of the County CCP, as submitted and updated, and provide information as required for submitting and updating the CCP.
- Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.
- Contractor staff shall attend the County Cultural Competency trainings and meetings.

**END EXHIBIT B**