



SAN JOAQUIN COUNTY
PURCHASING AND SUPPORT SERVICES
PURCHASING DIVISION

David M. Louis, C.P.M., CPPO, CPPB
Director

Jon Drake, C.P.M.
Deputy Director

DATE: August 3, 2010

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: RFP 10-09
Co-Occurring Treatment Program and Facility

Ladies and Gentlemen:

Enclosed is an invitation to submit a Request for Proposal (RFP) for a Co-Occurring Treatment Program and Facility. The contract will be a rate reimbursement contract for the mental health and substance abuse services in response to the Mental Health Services Act (formally known as Proposition 63). General information regarding the RFP, a sample contract, and specifications are included in this solicitation.

Sealed responses are to be received no later than **2:00 PM, PDT on Friday, September 3, 2010**. Please mark the returns with the Proposal number and the date and time of Proposal opening. **This will not be a public opening.**

*****MANDATORY PRE-PROPOSAL CONFERENCE*****

There is a Mandatory Pre-Proposal Conference scheduled for Tuesday, August 17, 2010 at 10:00 AM (SHARP), PDT. The Mandatory Pre-Proposal Conference will be held at 1545 South Holt Road, Holt, CA, 95202. (Old Holt Elementary School)

Mail or deliver your response by the above date and time to the following address:

**RFP 10-09
Purchasing Agent
County of San Joaquin,
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202**

If you have any questions, please contact me at (209) 468-3255 or e-mail me at rdelatorre@sjgov.org.

Sincerely,

Ricardo Delatorre
Deputy Purchasing Agent



RFP 10-09

Co-Occurring Treatment Program and Facility

**COUNTY OF SAN JOAQUIN
44 N. San Joaquin Street, Suite 540
STOCKTON, CA. 95202**

**FOR: Behavioral Health Services
Ricardo Delatorre, Deputy Purchasing Agent
(209) 468-3255
rdelatorre@sjgov.org**

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KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this Request for Proposals. Dates are subject to change.

<u>Event</u>	<u>Description</u>	<u>Date</u>
1.	Release of RFP	Wednesday, August 4, 2010
2.	Mandatory Pre-Proposal Conference – Review of RFP 10-09, 10:00 AM, PDT	Tuesday, August 17, 2010
3.	Last day for Proposers to submit questions in writing by 2:00PM PDT	Monday, August 23, 2010
4.	Last day for County to answer questions In writing by 4:00 PM, PDT	Thursday, August 26, 2010
5.	Proposal is due no later than 2:00 PM, PDT	Friday, September 3, 2010
6.	Initial evaluation completion (Estimate)	Week of September 13, 2010
7.	Interview(s) to be selected with Proposer(s) (if needed)	Week of September 20, 2010
8.	County's final decision	Week of September 27, 2010
9.	Board approval of Contract (Estimate)	TBD

SUBMITTAL OF PROPOSAL

Original Sealed Proposal(s) and SIX (6) copies will be received at the Office of the Purchasing Agent, 44 N. San Joaquin Street, Suite 540, Stockton, CA 95202, until **2:00 PM, PDT on Friday, September 3, 2010.**

Within the proposal, the Proposer must submit, in a **separate, sealed** envelope, with information regarding cost and expenses only. **All other information must be included within the primary proposal document.** Only those Proposers able to meet the requirements set forth herein will have their cost proposal opened and considered.

Proposals shall be submitted in the same order as this RFP. A table of contents must be included indicating page numbers, attachments and appendices. Once any information and/or exhibit(s) have been submitted, it is not necessary to repeat or resubmit it again. A simple reference to where the pertinent information can be found will be sufficient.

All proposals must be typed.

All supporting documentation should be pertinent and clearly identified as to what section of the RFP it specifically refers.

The Proposer's authorized representative must sign the proposal in longhand. Proposals by partnerships must be signed by one of the partners. Proposals by corporations must include the name of the state of incorporation, date of incorporation, and the signature of the president, secretary, or other person authorized to bind the corporation in the matter. The name of each person signing shall be typed or printed below the signature.

ALL MAILED PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

**RFP 10-09
Purchasing Agent
County of San Joaquin,
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202**

The envelope shall also have stated therein the name and address of the submitting firm.

HAND DELIVERED COURIER OR PACKAGE DELIVERY SERVICE SHALL BE DELIVERED DIRECTLY TO:

**Purchasing Agent
County of San Joaquin,
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202**

It is the responsibility of the Proposer to see that its proposal is received by the San Joaquin County Purchasing Department prior to the time of the opening.

Sealed proposals must be received in the Office of the Purchasing Agent 44 N. San Joaquin Street, Suite 540, Stockton, CA 95202 by 2:00 PM, PDT, Friday, September 3, 2010.

All proposals received after said time and date will be time-stamped and returned unopened to the submitter.

THE COUNTY DOES NOT ACCEPT PROPOSALS SUBMITTED BY FAX or E-MAIL.

No oral, telephonic or telegraphic proposals or modifications shall be considered.

Any Proposer may withdraw their proposal either personally or by written request at any time prior to the time set for opening. No proposal may be withdrawn or modified after the time set for opening unless and until award of the contract has been delayed for a period exceeding ninety (90) days.

THIS SPACE INTENTIONALLY LEFT BLANK

IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Type or print the following information:

Company: _____

Address: _____

(City) (State) (Zip)

Name of Representative: _____

Title: _____

Telephone: () _____ Fax: () _____

E-Mail address: _____

Years in business: _____

Number of employees: _____

Name of Insurance carriers: _____

Public Liability _____ Expires: _____

Workers' Compensation: _____ Expires: _____

The undersigned, having carefully read and examined the contract documents, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, will execute, a signed contract to the County of San Joaquin.

Signature

Date

GENERAL INFORMATION

1.0 EXAMINATION OF DOCUMENTS

Before submitting a proposal, Proposers will:

Have carefully examined the scope of work before proposing and familiarize himself/herself with the local conditions under which the work is to be performed, and correlated his/her observations with the requirements of this Request for Proposal as applicable.

Upon discovery of any concealed or unknown conditions encountered in the performance of the agreed upon work, and/or when conditions appear to Proposer to be at variance with the scope of work, immediately seek a clarification from the Purchasing Agent who shall investigate the conditions and proceed in a way that is appropriate to the circumstances.

Fully inform themselves of all conditions and limitations. The failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document or become acquainted with all existing conditions shall in no way relieve any Proposer from any obligations with respect to Proposer's offer or to the contract. The submission of a Request for Proposal shall be taken as prima facie evidence of compliance with this section.

Include in its proposal sufficient data to cover all items required by the contract.

1.1 INTERPRETATION

Should a CONSULTANT find discrepancies in or omissions from the specifications, or be in doubt as to their meaning, CONSULTANT shall at once notify the County Purchasing Agent, which will send written instructions or addenda to all CONSULTANTS.

1.2 RIGHT TO CHANGE OR AMEND RFP

The COUNTY reserves the right to change the terms and conditions of this RFP. The COUNTY will notify potential CONSULTANTS, in writing, of any material changes. No one is authorized to amend any of the Request for Proposal requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with their provisions. If necessary, supplementary information in addendum form will be mailed to all prospective Proposers. Failure of any CONSULTANT to not have received such an addendum shall not relieve such CONSULTANT from any obligation under his/her proposal as submitted.

Any exceptions taken to this Proposal shall be clearly stated in writing.

1.3 RIGHT OF REJECTION

The COUNTY reserves the right to:

- ❑ Reject any or all responses, without discussion;
- ❑ To select any proposal as a basis for negotiations of a contract;
- ❑ To waive or modify any irregularities in proposals received after notification to Proposers so affected;
- ❑ To request additional information; and
- ❑ To exercise its discretion and apply its judgment with respect to any aspect of this request, the evaluation of proposals, and the negotiation and award of any contract.

1.4 CANCELLATION

The COUNTY reserves the right to rescind award of the contract at any time before execution of the contract if recession is deemed to be in COUNTY'S best interest. In no event shall COUNTY have any liability for the recession of award. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.5 MANDATORY LEGAL COMPLIANCE

The CONSULTANT shall agree to comply with all statutes, ordinances, and regulations and requirements of Federal, State and Local governing bodies applicable to the management/operations of this contract.

1.6 CONTRACT

A formal written contract, with specifications, will be entered into between the parties. The proposal, or any part thereof, submitted by the successful Proposer may be attached to and become a part of the contract award. (See Appendix A)

1.7 TERM OF CONTRACT

The term of the contract shall run from when the contract is fully executed by the Board for up to Three (3) years, with the option to renew for Two (2) two year contracts at the discretion of the County, and based upon the availability of funding and Contractors performance.

1.8 ADDITIONAL INFORMATION

All requests for additional information relative to this proposal should be addressed to:

Ricardo Delatorre
Deputy Purchasing Agent
Phone (209) 468-3255
e-mail: rdelatorre@sigov.org;

Purchasing Department
County of San Joaquin
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202

The COUNTY will not be responsible for oral interpretations. Questions received after the deadline will not be answered. This RFP and all addenda, and the Proposer's response and amendments, shall be incorporated into the contract.

The Proposer shall not base the proposal on any verbal information from any employee or representative of the COUNTY. Furthermore, Proposer' are not to make inquiries to anyone other than the Purchasing Agent.

1.9 CONSTITUTIONAL DEBT LIMITATION

The constitutional debt limitation for counties requires any COUNTY contract that extends beyond the current fiscal year to be executed subject to future appropriations to fund its provision, and contract documents will reflect this condition.

1.10 AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITIES

The COUNTY is an Equal Opportunity/Affirmative Action Employer and all CONSULTANTS submitting proposals will be required to comply with the provisions of Federal Executive Order 11246.

1.11 UNACCEPTABLE PROPOSALS

Respondents should review all attached information before submitting a response. Responses that do not consider all elements of the RFP and therefore cannot be useful to the COUNTY will be considered non-responsive.

SCOPE OF WORK / REQUIREMENTS / CONTENT AND FORMAT

I. INTRODUCTION

A. Purpose

San Joaquin County Behavioral Health Services, hereafter referred to as "County", is seeking proposals from interested and qualified organizations and firms to provide a Co-Occurring Treatment Program and Facility. The contract will be a rate reimbursement contract for the mental health and substance abuse services. Contract awarded may be extended for up to Two (2) additional years at the discretion of the County, based upon the availability of funds and Contractor performance.

B. Minimum Proposer Requirements

All Proposers must:

1. Have a representative at the mandatory proposal conference as referenced in this Request for Proposal (RFP).
2. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Meet other presentation and participations requirements listed in this RFP.

II. PROPOSAL CONDITIONS

A. Contingencies

Funding for this program is contingent on County and State funding. This request for proposal (RFP) does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing if the County rejects all proposals.

B. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time. All proposals and materials submitted become the property of the County.

C. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

D. Negotiations

The County may require the potential Contractor selected to participate in negotiations and to submit revisions to pricing, technical information and/or other items from their proposal as may result from these negotiations.

E. Level of Service

A capacity guarantee may be negotiated for any Contract awarded.

F. Final Authority

The final authority to award Contract(s) rests solely with the County of San Joaquin Board of Supervisors.

III. PROGRAM REQUIREMENTS

A. Definitions

1. BHS –Behavioral Health Services (to include the provision of Mental Health and Substance Abuse Service)
2. COE –County Office of Education
3. HSA – Human Services Agency
4. RCL –Rate Classification Level Placement – A group home licensed by the California Department of Social Services, Community Care Licensing Division, which provides staff with the proper level of education and experience to meet the Rate Classification point total of a minimum of 360 points.
5. EPSDT – Early Periodic Screening Diagnosis and Treatment, a part of Medi-Cal
6. MHSA—Mental Health Services Act, implemented via Proposition 63
7. CSS –Community Services and Supports plan, a part of the MHSA

B. Background

Purpose, Goals and Objectives

The intent of the program design is to divert selected substance abusing youth with a co-occurring mental health disorders from placement in other facilities, e.g., out-of-county or out-of state residential programs, Peterson Hall, Camp, California

Department of Juvenile Justice, etc., in order to provide rehabilitative conditions for juvenile offenders and their families. Moreover, by providing a treatment program alternative that has an adjunctive residential component within San Joaquin County, we can divert a population of young offenders, who are at risk for later committing additional criminal acts associated with their disorder from the justice system. It is believed that residential treatment for substance abusing youth is a major gap in our Juvenile Justice System, and that there is a great need for such interventions with youth who are initially status offenders or who have experienced previous adjudication for lesser offenses and are at significant risk for criminal activity. Effective treatment of mental health disorders with co-occurring substance use disorders among adolescents requires a comprehensive approach that incorporates family and health issues. A holistic approach to the treatment of adolescents may obviate their future involvement in substance abuse and delinquent or criminal activities.

C. Objectives

1. All youth placed in the Co-Occurring Treatment Program will have been identified and screened by County.
2. Each youth will have a single, individualized treatment plan based on his or her needs with a single case manager assigned to work with the Placing Probation Officer.
3. Every youth will receive appropriate mental health and substance abuse treatment services, as well as education, physical health, and social services as needed.
4. The treatment plan will include appropriate continuing aftercare and relapse prevention to be set up to help ensure the recovery, resilience and relapse prevention.
5. The Co-Occurring Treatment Program will be evaluated and revised as suggested by the evaluation.
6. Reduce harm—"Harm Reduction".
7. Strengthen protective factors.
8. Reduce risk factors.

D. Goals

The goal is to help families keep youth healthy, safe, at home, in school, and out of trouble.

To effect change in the lives of young people, they must achieve goals that include:

1. Stopping the drug use.

2. Detoxify from the addictive substances sub-culture by changing behavior, thoughts, and values.
3. Dealing with their physical and mental health needs.
4. Improve family functioning through enhanced communication, effective parenting and resolution of covert emotions based on family strengths.
5. Developing strategies for relapse prevention.
6. Socially integrating youth back into their families and communities.

In order to achieve these goals, the program needs to provide a comprehensive structured program to guide the youth through each day of treatment.

Selection Criteria for Youth at the Co-Occurring Treatment Program and Facility

Must have a Mental Health Diagnosis

- Must be cognitively capable enough to benefit from the program
Nature and extent of the substance abuse problem
- The substance abuse must be causing significant impairment in their ability to remain in their home

Educational needs

- Special Education needs, if any, can be accommodated within the education program

The nature and history of the juvenile's offending conduct

- History of criminal activity must be associated with substance usage
- Delinquency behaviors are generally status offenses and violation of probation

The juvenile's amenability to treatment

- Youth must abide by the rules of the program
- The youth's family must participate in treatment

Level of sophistication and maturity

- Must be mature enough to benefit from the program

Previous court contact (history)

- Significant contact with the Juvenile Justice System, with failures of previous sanctions related to substance use
- Must have been assessed with substance abuse problems that indicate a less restrictive placement is inappropriate

Previous substance abuse treatment diversion experience

- Youth attended Drug Court, Adolescent Intervention Program or other equivalent intervention without success

Threat to the safety of the community

- The threat to the community (in and outside of the program) is deemed minimal

Can be held accountable through the means of the Residential Co-Occurring Treatment Program participation

- Restitution and/or community service sanctions are deemed appropriate
- Restorative Justice

Appropriate Continuum of Services for Substance Abuse Treatment

The ideal continuum of services for the effective treatment of substance abusing juveniles in the community is to provide the appropriate treatment in the least restrictive and most cost effective way possible. Currently, the continuum of care in San Joaquin County includes:

Prevention Services

- **D.A.R.E.**
 - Drug, Alcohol and Tobacco Education (DATE)
- **Cross Roads Program**
 - Out-of-control incorrigible behaviors
- **Family and Youth Services of San Joaquin County (Formerly, Center for Positive Prevention Alternatives, Inc.)**
 - Individual Group and family counseling
- **San Joaquin Behavioral Health Services**
 - Mental Health Services—Individual, family, and group counseling
 - Substance abuse services—treatment with co-occurring emotional disturbance
- **Drug Court (KADAP)**
 - Intensive supervision and monitoring

Multidisciplinary Team and Key Leaders

Primary members of the Multidisciplinary Team: will be: 1) the Juvenile Court Judge; 2) Probation; 3) Behavioral Health Services; 4) County Office of Education; and 5) the Contractor.

Behavioral Health Services (BHS) will provide initial screening, consider youth and families' motivation, commitment and amenability for change. BHS will work closely with Juvenile Probation in developing recommendations for treatment and presenting information to the Juvenile Court Judge. As Monitor the EPSDT/Medi-Cal Contract for the Mental Health and Substance Abuse Services, BHS will coordinate with Probation and County Office of Education.

The Juvenile Court Judge will be responsible for placing youth in the program,

monitoring overall progress, and provide various levels of sanctions to address non-compliance and motivation issues with the youth and their family.

Probation will implement Juvenile Court Orders and enforce sanction and oversee restitution and other restorative justice issues. They will also monitor progress and report to the court. Finally, they will be active with the arrangements of the aftercare.

County Office of Education will be responsible for providing educational service through the operation of an on-site school.

The youth and family will be responsible to participate in the treatment program.

Lead Agency

San Joaquin County Behavioral Health Services will be the primary lead agency with the responsibility for monitoring the Contractor and facilitating implementation of this program. However, because the Juvenile Court is the focal point of all agencies involved with youth in the Juvenile Justice System, the participation of the juvenile court judge is vital.

Program Model

The treatment program will be Medi-Cal certified and the selected Contractor's services will meet all Medi-Cal/EPSDT documentation standards and regulations to ensure reimbursement for all behavioral health services provided. Disallowances due to Audits, Quality Improvement (QI) Reviews, and unbilled services are the liability of the Contractor.

Associate Residential Component

Though not funded by this Contract, the residential component is still an important partner in this endeavor. It must be licensed through Community Care Licensing as a rate classification level (RCL) 12, 13 or 14 residential facility, and be a sister part of the Contractor. It may be operated as a scattered housing model or may be one facility, but must have an 18-bed capacity, and as applicable, gain permits from the appropriate city or county governing body.

The day programming, along with Educational Staff, Probation, and residential programming will develop one (1) treatment plan with goals and objectives that all staff will adhere to.

The stay and/or placement into this total program for Youth may be short term, possibly six months, though anticipated to be up to one year or longer, depending upon individual treatment goals. Contractor must provide evaluation and stabilization programs for clients who exhibit moderate to severe emotional/behavioral problems for which intensive supervision is required in order to protect and support them and others in their environment. Youth will have deficits in their home, community and individual growth that may have existed over a lengthy period of time. In order to meet the needs of these youth and prepare them for success in the program, the strategies should be to:

1. Model positive behavior.
2. Help the youth recognize and acquire the behavior requirements and basic information necessary to succeed in long-term program.
3. Provide as “home-like” an atmosphere as possible in the associated residential portion.
4. Develop a team approach, including the youth and family when possible, in the change process.
5. Provide Independent Living Skills Program for youth 16 and above in conjunction with County programs.

Program Description

The Co-Occurring Treatment Program is an intensive day program with an adjunct residential program for male and female youth between the ages of 12 and 18 who are encountering significant problems as a result of alcohol, drugs, or solvent abuse, with a co-occurring emotional disturbance as defined in the most current Diagnosis and Statistical Manual, and involved with the Juvenile Justice System. The program will only accept referrals from San Joaquin County Probation with current orders for placement from San Joaquin County Juvenile Court, recommended by Behavioral Health Services, who have a mental health diagnosis and co-occurring substance abuse problem. If space permits, Behavioral Health Services may consider referrals' from outside San Joaquin County if the program criterion is met. It is important to understand that this program would not be a correctional institution, but a treatment collaborative, following a *harm reduction model*, with Superior Court, Juvenile Probation, County Office of Education (COE) and Behavioral Health Services that includes Mental Health Services (MHS) and Substance Abuse Services (SAS).

Treatment Philosophy

Treatment is based upon the concept that substance abuse in adolescents is a family disease that is four-fold -- physical, mental, emotional, and spiritual, and that recovery is an ongoing process, not an event. This disease starts with the breakdown of the family and treatment must focus around family intervention. Co-occurring mental health disorders are viewed as both a function of and a determinate of dysfunction. Therefore, there is a need for a holistic program to address the four-fold problem. The program is viewed as a beginning point in this process and the start of recovery and resiliency. Recovery involves a complete renewal of the person and the family, rather than simply changing a bad habit or ameliorating psychiatric symptoms. A requirement in recovery involves providing a program environment in which the alcoholic or drug dependent adolescent can experience an orderly, goal-directed pattern of living and begin to make sense out of his/her world, and then this is transferred to their family and home environment, restoring resiliency so youth will “bounce back” as contributing members of the community.

Key components of the Co-Occurring Treatment program will include

1. *Detoxification*

Detoxification includes both detoxifications from the addictive sub-culture and from actual substance use.

2. *Addictions Treatment*

Treatment will focus around family therapy, life skills exercises, information lectures and films on drugs and alcohol, and recreational activities. 12-Step Programs, including Alcoholics Anonymous and Narcotics Anonymous, will augment the program.

3. *Behavioral Health Treatment*

A Behavioral Health Assessment and treatment plan must include mental health and substance abuse treatment needs, with clear goals and objectives, all to be updated regularly, with family participation. A tentative Aftercare Plan should be developed and revised upon discharge.

4. *Psychiatric Treatment*

A complete psychiatric assessment and medication therapy is an integral component.

5. *Family Program*

A families program will demonstrate support for the youth in treatment, with a family assessment and plan that will increase family involvement, and illustrate the ways in which alcohol, other drug addictions and mental health issues affect the entire family. This program will begin the ongoing family counseling component and address conflict resolution, effective methods of communication, and problem solving. It will support working together as a unit to help overcome addiction problems.

6. *Follow-Up and Aftercare*

It is critical to the success of an adolescent treatment program in the community to build a strong support system for the participants of the program.

7. *Medical Care*

Referrals to local primary care physician for in-depth diagnosis or treatment when needed. The program will facilitate/coordinate the administering of all medications during the school day. Arrangements for dental and eye care treatment will be provided as needed.

8. *Recreational Activities*

Adolescents will participate daily in recreational activities that range from organized sports such as basketball and softball to more passive and less competitive activities for large and small groups, utilizing the gymnasium and other sport facilities that enable these activities. The purpose is to provide physical stimulation breaks that are interspersed with school and therapy. Through these recreational activities, the program promotes healthy bodies and teaches adolescents effective use of leisure time.

9. *Behavioral Management*

The Co-Occurring Treatment Program will follow established guidelines to administer discipline and consequences that will assist in developing positive behavior patterns for each youth with a level system and token economy in order to manage disruptive and shape pro-social behavior.

Though inappropriate behavior must not be overlooked, all staff will work towards trying to minimize controlling and restricting discipline, and avoid an authoritative institutional environment as much as possible. Any youth assessed by the Contractor as being disruptive to the program to the degree that attendance at program activities is undesirable or being refused by the youth, will be discussed with the Multidisciplinary Team. The Multidisciplinary Team may recommend dismissal from the program to the Court via the Probation. Oversight by the Juvenile Court Judge is an integral part of the behavior management component of the program and their involvement is crucial. The Juvenile Justice System will use the legal power of the court to enhance treatment, by holding the youth—and at times even their families accountable for doing so.

10. *Case Management*

Case management from initial referral to post-aftercare will be provided. The case manager will develop a single treatment plan, coordinate services, and link the participants to other necessary services.

Education Services

The San Joaquin County Office of Education, Court and Community School Program will provide the “on-ground” educational program for students enrolled in the Co-Occurring Treatment Program. Students will attend a fully accredited K-12 program, which meets all California graduation requirements. The schedule will be a five and a half-hour day from 8 a.m. to 1:30 p.m. with the teacher being present from 7:30 a.m. to 2:30 p.m. except for Wednesdays. The Wednesday schedule will be a four and a half hour day from 8 a.m. to 12:30 p.m. with the teacher being present from 7:30 a.m. to 12:45 p.m. Students may have the opportunity to participate in hourly programs beyond the regular day schedule: before school, after school, during winter and spring intercessions, and during summer school. Students must be Probation-referred pursuant to Sections 300, 601, 602, or 654 of the Welfare and Institutions Code; or on probation or parole and not in attendance in any school. A minimum of twelve students must attend school on a daily basis in order to make the program financially viable for COE.

The educational goals will be blended with the treatment goals in an attempt to provide a seamless therapeutic setting for youth who have been referred and accepted into the program. Students will be expected to participate in Quests, which are activities designed to challenge the students both physically and mentally and to prepare them to work cooperatively in the spirit of one. Quests will be offered approximately once a month and appeal to a wide range of student interests. Participation in at least one Quest will be required for graduation.

Grievance Procedures for Youth and Families

The grievance processes are specifically related to the appropriateness of eligibility determinations, the level and type of treatment provided, termination of eligibility, and other issues. The behavioral health service portion of the program will utilize the established reporting and investigator process within Behavioral Health Services.

Information Sharing and Confidentiality Guidelines

It is also understood that there must be a balance between sharing information on a "need-to-know" basis with those who make treatment decisions and with the court, which must monitor the process, while still protecting the youth's rights to confidentiality. Because this partnership is a Multi-Disciplinary Team (MDT), laws and regulations regarding the sharing of information, information flow between agencies will be allowed as permitted within the multidisciplinary team. The multidisciplinary services team is established with the development of the Co-Occurring Treatment Program as an integrated children's services program established by the County Agencies.

Accountability

Accountability is required on a number of levels—personal accountability on the part of the youth, system accountability on the part of the participating system components and referral agencies, and Contractor assurances of treatment integrity and effectiveness by providing a reasonable, active accountability approach to traditional juvenile court sanctions. In order to ensure system accountability, effective measures of treatment outcomes will be part of the program design.

Outcomes will need to demonstrate that the community is being served adequately by the diversion of offending youth to the Co-Occurring Treatment Program. They are based upon the stated mission statement of keeping youth healthy, safe, in school and out of trouble. Major areas of assessment are school performance, substance usage and further contact with Juvenile Justice System. The evaluation plan will address both process (Is the program operating as envisioned?) and outcome measures (Are we getting the results that we had anticipated?). The Co-Occurring Treatment Program will incorporate a comprehensive evaluation component that is designed to encompass the whole system.

Funding

The partnership of Behavioral Health Services and County Office of Education gained State approved Mental Health Services Act (MHSA) one-time funding, for the remodel of an existing County Office of Education school facility for this program. This has been the final impetus for this program's birth. Social Services' residential placement, Education average daily attendance (ADA), and Behavioral Health's Medi-Cal/EPSDT fund this program.

Facilities

The adjunct residential program will be licensed through Community Care Licensing as a rate classification level (RCL) 12, 13 or 14, with an 18 bed capacity, housing both male and female youth ages 12-18. The expectation is that the Contractor will manage all aspects of the program within the RCL 12, 13, 14 rate and that no additional funds (commonly known as patches) will be paid by the County.

The treatment site includes a multipurpose building with educational classrooms, administrative offices, interview rooms, family counseling rooms, and recreational space, e.g., basketball courts, baseball field, etc. This site is owned by the COE and, with the exception of the relocatable classrooms to house the COE educational program, is to be wholly operated and maintained by the Contractor. There will be a separate Lease Agreement between the COE and Contractor and will not involve the County at all.

Contractor should know that there is no Fire Department service near the school facility

Program Considerations

1. Implementation Schedule

Proposals shall include an estimated implementation schedule for the treatment program and the RCL 12, 13 or 14 scattered housing. Anticipated time frames for construction or renovation of housing, application for appropriate licenses, inspections and reimbursement rates and contract negotiation should be included.

2. Staff Orientation and Training

Proposals shall include plans for the orientation of new staff. This training shall include, but is not limited to facility rules and discipline policies, suicide prevention practices, medical and medication procedures, runaway and other emergency procedures, Medi-Cal/EPSDT billing documentation regulations and procedures, paperwork and reporting requirements, purpose and philosophy of the program, and the rights of clients and laws relating to Juvenile Court wards.

A plan for ongoing in-service staff training shall also be developed. One goal shall be to train and maintain the certification of all staff in basic first aid and cardio-pulmonary resuscitation as required by the American Red Cross Association.

3. Records, Reports, Record Keeping, and Documentation

The Contractor shall be responsible for the following reports and records:

- a. A daily log recording population counts a minimum of three (3) times daily, behavior records and communication between various program staff.
- b. Incident reports with copies forwarded to the appropriate caseworker and the Probation officer.
- c. Treatment plans.
- d. Weekly case summaries forwarded to the appropriate caseworker detailing client's progress in the program.

- e. Medi-Cal/EPSDT Medical Records. Medical Records will be maintained per Medi-Cal Regulations, meeting Medi-Cal Certification Criteria.
- f. Medication administration records.
- g. Drug Test Results.
- h. Monthly management reports to the assigned Probation officer on Probation Department form.
- i. Quarterly management reports to the Probation Officer on a Probation Department form.
- j. All reports and records required by the State of California, with copies to the program monitor.
- k. A discharge summary on all clients, due to the appropriate caseworker within seven days of discharge. In the event of runaway or removal, this report may need to be completed sooner as dictated by Juvenile Court.
- l. Results of all evaluations and testing of clients.
- m. Personnel files on all employees and volunteers.
- n. Medical Records will include all documentation of Mental Health and Co-Occurring Substance Abuse Services provided and billed, following Federal and State Documentation Regulations and Standards, as well as Behavioral Health Services Policy and Procedures.

All records and reports shall be kept in a safe and secure manner that ensures confidentiality and guards against destruction by natural or man-made disaster. Medical Records will be maintained and retained following current Federal and State meet Health Insurance Portability and Accountability Act (HIPAA) Regulations.

All fiscal books, records, receipts and fines shall be subjected to review by the program monitor and experts designated by the Contract Monitor and by any State and/or Federal persons or agencies as required by California Administrative Code Title 22 or other laws or regulations. State and/or Federal Audit disallowances, Quality Improvement (QI) Review disallowances and Fines are the responsibility of the Contractor. Access to these documents may be on an emergency or routine basis.

4. *Inspections*

The contractor shall submit to inspection by the governing fire agency, the San Joaquin County Health and Safety Agency and the County, as required by those agencies. The Contractor will be inspected and/or licensed by any other agency, as required.

5. *Environment*

The contractor shall maintain a clean, healthy and comfortable living environment both internally and externally. Appropriate heating and air conditioning, lighting and safety precautions shall be maintained.

The contractor shall submit to the County a complete Operation Manual at least 30 days prior to the start of the program.

6. *Management Meeting*

The Contractor shall participate in regular meetings with management of Behavioral Health Services, County Office of Education, the Probation

Department, and/or Juvenile Court to discuss areas of mutual concern. Such meetings may take place quarterly, or more frequently as conditions may warrant. The staff person assigned to these meetings shall be the same individual all the time. If there is a change in staff, the County must be notified in writing as soon as possible.

7. *Budget*

Medi-Cal/EPSDT budget for mental health and substance abuse services shall be submitted.

8. *Program Separation and Partnership*

Though the Medi-Cal/EPSDT mental health and substance abuse services are the only Budget consideration for this Contract, the Contractor will also provide the Residential Program, funded by Rate Classification Level 13 or 14 via State Department of Social Services, and must therefore document and explain the assurance that these 2 components of the total program will remain fiscally separate.

In addition, the full program components include partnership with County Office of Education, the provider of the education. The Contractor will describe how their partnership will ensure a treatment plan that will encompass a unified service delivery to the youth and their family.

IV. CONTRACT REQUIREMENTS

A. General

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the County of San Joaquin.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify Behavioral Health Services, County Office of Education and the Probation Department when the primary contract will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the county in writing of any change in mailing address within ten (10) days of the address change.

4. Contract Assignably

Without the prior written consent of the county, the Contract is not assignable by the Contractor either in whole or in part.

5. Subcontracting
Contractor may not subcontract Mental Health Medi-Cal/EPSTD Services, per Federal Medicaid Regulation.

Though the Residential portion of this program is not funded via this Contract, due to the partnership nature of the total program, the Contractor agrees not to enter into any subcontracting agreements for the residential program, without first obtaining written approval from the County and San Joaquin County Probation Department.

6. Contract Amendments
Contractor agrees any alterations, variations, modifications or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and approved by the required persons and organizations and attached to the original of the Contract.

7. Copyright
County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Joaquin County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of the County. Copies of all educational and training materials, curricula, audio/visual aids, printed material and periodicals assembled pursuant to this Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

8. Attorney Fee
Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under this Contract.

9. Conflict of Interest
Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other items.

Officers, employees and agents of cities, counties, districts and other local agencies are subject to applicable conflict of interest codes and State law,

including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, County may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees or agents have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10 Confidentiality

Contractor shall require its officers, agents, employees, volunteers and any subcontractor to comply with the provisions of Section 10850 of the Welfare and Institutions (W & I) Code and division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:

- a. All applications and records concerning any individuals made or kept by any public officer, agency or contractor in connection with the administration of any provision of the W & I Code relating to any forms of public social services for which funds are received by the contractor under this Contract will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
- b. No person will publish, disclose, use, permit or cause to be published, disclosed or used, any confidential information pertaining to any applicant or recipient of services under this contract.
- c. Contractor agrees to inform all subcontractors, consultants, employees, agents and partners of the above provisions and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

11. Invoices

Contractor will provide Medi-Cal Service Logs weekly for data entry and reconciliation. Invoices will be submitted monthly to County within 15 calendar days of the following month.

12. Licenses and Permits

Contractor will ensure that it has all necessary licenses, certifications and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies and agrees to maintain these licenses, certifications and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, certifications and permits. A copy of said documents shall be submitted to the County prior to the award of contract. This also includes all designated staff.

13. Health and Safety

Contractor shall comply with all applicable state and local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the terms of the Contract.

14. Pro-children Act of 1994

Contractor will comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

15. Environmental Regulations

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

If compliance with any of these requirements necessitates modifications to the facility, such modifications will be the sole responsibility of the Lessee/Contractor.

16. State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Code of Regulations).

17. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with disabilities Act (ADA).

18. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Throughout the Contract the following types of insurance with limits as shown without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain:

- a. Workers' Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
 - b. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 - c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
3. Additional Named Insured
All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
 4. Waiver of Subrogation Rights
Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
 5. Policies Primary and Non-Contributory
All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
 6. Proof of Coverage
Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
 7. Insurance Review
The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County.

In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, medical records and other pertinent items as requested and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all-reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor which do not pertain to the program, shall not be subject to audit, unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit annually, and within 60 days after the termination of the Contract.

V. CONTRACT COMPLIANCE / EQUAL OPPORTUNITY

Contractor agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of San Joaquin and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 1000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment of social services to welfare recipients, including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the HSS Contract Administration.

VII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Accepted Proposals will have the capacity to accommodate all 18 slots, with treatment programming operating out of site owned by COE.
2. Accompanying Residential beds are a partner with the program but ARE NOT FUNDED by this Contract. They may include either single or multiple sites with the capacity to accommodate 18 beds, and may be owned, leased or erected by Proposer at proposer's cost. Clearly identify the option Proposer is considering.

Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

Proposals must be received no later than the date and time at the designated location as specified in Section I, E – Proposal Submission Deadline.

All proposals and materials submitted become the property of the County.

B. Proposal Presentation

A signed original and SIX (6) unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.

1. The package containing the original and copies must be sealed and marked with the proposer's name and "CONFIDENTIAL – CO-OCCURRING TREATMENT PROGRAM, RFP.
2. All proposals must be submitted on 8 ½" by 11" with no less than ½" top, bottom, left and right margins. Proposals must be typed or prepared with work processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package in which the content must be submitted in the following sequence and format:

1. Cover Page – Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee or agent of the organization/firm submitting the proposal, which must include the following information:
 - a. A statement that the proposal is submitted in response to the Request for Proposal – Co-Occurring Treatment Program RFP.
 - b. A statement indicating which individuals, by name, title, address and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. Table of Contents – A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
3. Statement of Certification – Include the following in this section of the proposal:
 - a. A concise statement of the services proposed.

- b. A statement that the Proposer will provide the services as described in the proposal for a three year period with the option for two (2) year contracts beginning no later than October 31st, 2010 (estimate start).
- c. A statement that the offer made in the proposal is firm and binding for 90 working days from the date the proposal is opened and recorded.
- d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
- e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
- f. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
- g. A statement that the prospective Contractor, if selected, will comply with all applicable rules, laws, and regulations.

D. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

E. Evaluation Criteria

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b. Prospective contractors must meet the requirements as stated in the Minimum proposer Requirements as outlines in Section I-B.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation, or the county may elect to waive the deficiency and accept the proposal.

2. Evaluation – Proposals meeting the above requirements will be evaluated on the basis of the following criteria
 - a. Understanding of the need and the population 20 points
 - b. Program Design 20 points
 - c. Management Plan and Personnel 20 points
 - d. Agencies Qualifications 20 points
 - e. Program Budget 20 points

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP. At the County's discretion, there may be additional evaluation(s) after the interview(s).

F. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

G. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I D of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 871000 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, the Purchasing Department will handle all protests.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest advising of the decision with regard to the protest and the basis for the decision.

H. Final Approval

Any Contract(s) resulting from this RFP will be awarded by final approval of the San Joaquin County Board of Supervisors.

PROPOSAL FORM INSTRUCTIONS

There are four sections to the proposal document. Section I is program abstract providing summary information about the proposed program and the applicant agency. Section II requests information regarding the applicant organization in general. Section III concerns the applicant agency's capabilities and approach in performing the proposed services. Section IV requests specific fiscal and service provision information. Section V requests experience and other miscellaneous information. Each item in this RFP lists the maximum possible score for that item.

While most of the items in the proposal form are self explanatory, additional clarification on some of them follows.

SECTION I Proposal Abstract

Information Requested

1. List the name of the applicant agency and its mailing address.
2. List the name, telephone and fax number of the person responsible for the information contained in this proposal.
3. List the total amount of funds required to perform the proposed services. Please separate this total into its cost components, per Proposal Budget and Work Plan Sections.
4. List of treatment services to be provided in the program operation phase of the project.
5. List your agency's current fiscal year budget.

SECTIONS II & III Proposer's Organization

These sections contain questions about your organization and the services it proposes. Responses should be clear and succinct. Space for responses is limited, so time spent organizing the statements you wish to make will be well spent.

SECTION IV Budget and Work Plan Instructions

Section A - Salaries & Benefits

Column 1 (Position Title)

- a. The Staff category includes those persons whose responsibilities are directed towards program management or operations and direct service. It would include executive directors, accounting staff, clerical support, and direct service staff which are devoted to direct contact with the recipients of your services, e.g., psychiatrist,

nurse, clinical staff/counselors, substance abuse counselors/prevention educators, etc.

- b. For Column 1 in Budget, please list the title only of each staff person as appropriate.

Column 2 (FTE)

List the decimal proportion of a 40-hour work hour, which each staff person spends on the proposed services. The formula is: (hours worked per week) / 40 = FTE. For example, 20 hours per week translates to .50 FTE, 10 hours per week to .25, 8 hours to .20.

Column 3 (Monthly Cost)

Enter the monthly cost exclusive of benefits for each individual listed in Column 1.

Column 4 (Annual Cost)

List the annual cost for positions listed.

Section B - Operating Expense (Contractors responsibility)

Column 1 (EXPENSE CATEGORY)

Descriptive titles for the most frequently encountered line items are printed on the form. There are additional blank lines to list expense categories not included on the form.

Column 2 (Monthly Cost)

List the monthly projected cost.

Column 3 (Annual Cost)

List the annual project cost.

Please total each column.

Section C - Total Budget

This section summarizes the Salaries & Benefits Category Subtotal (Row 1), the Operating Expense Total in Row 2, the Administrative Costs in Row 3, and the Totals in Row 4, Monthly and Annually.

Section D - Staffing

List all agency staff, volunteers or other personnel performing services under this proposal. All staff must pass the Federal Sanctioned check for Medi-Cal and Medi-Cade. In the first column, state the title of the position held by each individual staff person and their name. If the position is currently vacant, please type the word VACANT in place of the name. In the **FTE** column, indicate the proportion of a 40-hour workweek devoted to proposed services (i.e., the number of hours worked per week divided by 40 - for example, 20 hours per week = .5 FTE; 8 hours per week = .2 FTE). In the next two columns, please indicate the gender and ethnicity of each staff person listed in the first column. If the position is vacant, please type the word VACANT in the appropriate cells. In the **Qualifications** column, briefly list the licensure, educational, or experiential prerequisites for each position. This column requests information relative to the **position**, and not the

person currently filling it. In the rightmost column, **Tenure**, please indicate the number of months that individual has been employed with your organization.

Section E –Deliverables

Proposal Abstract

**Section I
PROPOSAL ABSTRACT**

Applicant Agency: Address:
Contact Person: Telephone: FAX: e-mail:
Total Amount of Funding Request:
Program Costs:
Total Program Static Capacity:
Total Agency Budget in FY 08-09:

SIGNATURE _____
Executive Director

DATE _____

Section F - Agency Qualifications

Include the following in this section of the proposal:

1. Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
2. Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
3. A statement that the prospective Contractor has a demonstrated capacity to perform the required services.
4. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
5. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
6. Experience of principal individuals of the prospective Contractor's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
7. With respect to contracts completed during the last five years which involve similar type projects, show for each such contract:
 - a. Date of completion and duration of each contract
 - b. Type of service.
 - c. Total dollar amount contracted for and amount received.
 - d. Location of area served.
 - e. Name and address of agency with which contracted and agency person administering the contract.
 - f. If none, so state.
8. If any contract was terminated prior to the original termination date during the last five years, show for each contract:
 - a. Date of termination and duration of each contract.
 - b. Type of service.
 - c. Total dollar amount contracted for and amount received.
 - d. Location of area served.
 - e. Name and address of agency with which contracted and agency person administering the contract.
 - f. Reason for termination.
 - g. If none, so state.
9. With respect to contracts currently in effect, show the following for each such contract:
 - a. Date due for completion and duration of contract.
 - b. Type of service.
 - c. Total contract amount.
 - d. Location of area served.

- e. Name and address of agency with which organization is currently contracting and agency person administering the contract.
 - f. If none, so state.
10. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
 11. Financial interest in other lines of business. If none, so state.
 12. Pending litigation, involving prospective Contractor or any officer, employees and/or consultants thereof in connection with contracts. If none, so state.
 13. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants and employees. If none, so state.
 14. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters or ability to perform the Contract.

Section G - Audited Financial Statements

Submit the most recent and complete audited financial statement available, for a fiscal period not more than eighteen (18) months old at time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is or a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

Submit an agreement to the right of the County, State and federal governments to audit the prospective Contractor's financial and other records.

Section H - Insurance

Submit evidence of ability to insure in the amounts and coverages stated in Section V, B – Indemnification and Insurance Requirements.

Section I - Program History of Service Delivery

1. Briefly describe the history of your organization as a provider of mental health and substance abuse treatment services in California and particularly as a provider of these services for adolescents in both an outpatient and residential setting.
2. What are the characteristics of the population your agency presently serves according to age, gender, ethnicity, or other significant clinical or demographic characteristics?
3. Please attach an organizational chart.
4. Has your organization been certified as a Specialty Mental Health Medi-Cal Organizational Provider or to provide Drug Medi-Cal Services? How many sites? Has your organization received licensure as a group home from the California Department of Social Services? How many sites? At what levels?

5. Please list total revenue received by your agency according to the sources and time periods listed below. Space is provided to indicate funding sources not listed in the grid.

Revenue Source	FY 07-08	FY 09-10
County Alcohol & Drug Program		
County Mental Health		
County Probation		
Group Home Reimbursement		
Third-Party		
State or Federal Grants		
Private Grants		
TOTALS		

Please describe any changes to FY 06-07 funding sources or amounts anticipated in the 07-08 fiscal year.

6. Please list total agency expenses according to the categories and time periods listed below. Space is provided to list expense categories not indicated in the grid.

It is anticipated that any Contract(s) awarded will be a reimbursement rate contract. Submit Budget Summary and justification for cost analysis purposes.

EXPENSE CATEGORY	FY 07-08	FY 09-10
Salaries & Benefits		
Operating Expenses		
Property & Equipment		
TOTAL		

SECTION V
Program Information

1. Please describe your agency's specific abilities and current activities in serving clients with varied linguistic and cultural backgrounds. Which language(s)? Which culture(s)?
2. Please describe current efforts in obtaining third-party payments or other revenues for services. Our interest specifically is in revenue obtained from sources other than County Mental Health or Alcohol and Drug Programs. What was the total collected in the most recent twelve months?
3. Please describe your agency's experience working within a system of care/whatever it takes or collaboration/partnership
4. Please describe any prior experience providing services in San Joaquin County or to San Joaquin County Residents and/or Medi-Cal Beneficiaries outside of San Joaquin County
5. Please describe your experience working with the juvenile justice system
6. Please describe how staff will be recruited.
7. Please describe your program startup plan and plans for the Adjunct Residential Site. In addition to any other relevant material, please provide specific detail on the following items. *Please respond on separate pages labeled Attachment A.*
 - Program Start Up Plan
 - Adjunct Residential Site Acquisition/Use Permits/Licensing & Certification
8. Please describe your treatment program protocol. What are the specific approaches taken in dealing with the client's physical, emotional, social, family or other needs as they are identified and as they change over time during the treatment process. In responding to this item, please also be sure to include descriptions of the following items. *Please respond on separate pages labeled Attachment*
 - a. Description of a typical week's activities for program recipients.
 - b. Partnership relationship with the proposed group home.
 - c. Program treatment plan development.
 - d. Program discharge procedures. What are specific criteria for determining that a client is adequately prepared to maintain sobriety outside the program?
 - e. Procedures for identifying and dealing with medical co-morbidity.
 - f. Use of standardized tools and methods for collecting baseline data against which to measure youths' outcomes.

SECTION VI
Fiscal Plan and Deliverables

1. Program Budget

For the proposed capacity, please provide a twelve-month budget for program operations on the following Pages.

 - Program Budget Section A – Staff Salaries and Benefits
 - Program Budget Section B - Operating Expenses

Section C
TOTAL PROGRAM BUDGET SUMMARY

Budget Section	Monthly	Annual
Salaries & Benefits,		
Operating Expenses		
Administrative Costs		
Total Budget		

Section E
Deliverables

Evaluation Plan			
Evaluation Element	Type of Data Collected	Evaluation Model	Means of Collecting Data
School Attendance	Days in school	Compared to Hx and control group	School records
Family Functioning			
Youth Functioning	Individual functioning	National norms and pre and post test	YSR
Repayment of restitution			
Recidivism	New Law Violation Violation of Probation		Police Report Juvenile Hall Days
Relapse	Drug Screens		

Section F
Schedule

Program: _____

Type of Service/Activity	Sample Schedule							
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Assessment								
Individual Therapy								
Case Management								
Group Therapy								
Family Therapy								
Psychiatric/Med Services								
Substance Abuse Counseling								
Drug Education								
Recreation/Activities								
TOTAL Hours								

Sample Contract



INDEPENDENT CONTRACTOR AGREEMENT

SAN JOAQUIN COUNTY

CONTRACT ID#

Contract Amount \$

PARTIES: COUNTY: County of San Joaquin
Purchasing & Support Services
44 N. San Joaquin Street
Suite 540
Stockton, CA 95202-2931

With copies to: County of San Joaquin

CONTRACTOR:

This Agreement is made and entered into this _____ day of _____, 200____, by and between _____, an Independent CONTRACTOR (hereinafter "CONTRACTOR"), and San Joaquin County, a political subdivision of the State of California for _____ (hereinafter "COUNTY").

ORDER OF PRECEDENCE

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
2. COUNTY Request for Proposal Number _____.
3. CONTRACTOR'S Proposal dated _____.

1. Scope of Professional Services:

CONTRACTOR agrees to provide services

CONTRACTOR shall perform the CONTRACTOR'S work in accordance with currently approved methods and standards of practice in the CONTRACTOR'S professional specialty.

2. Term of Agreement:

This Agreement shall commence _____, 20__ through _____, 20__, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

3. Interpretation:

This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

4. Compensation:

COUNTY agrees to pay CONTRACTOR an hourly amount of (\$). The total payments made for services performed pursuant to this Agreement shall not exceed _____ DOLLARS (\$00,000.00).

5. Invoicing:

CONTRACTOR shall submit one original and one copy of each invoice to County of San Joaquin, _____ . All invoices must reference this Agreement Number/Contract ID # and the service performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

6. CONTRACTOR'S Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent CONTRACTOR practicing his or her profession and not as an employee of the COUNTY. **A copy of CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to COUNTY.** The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

7. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. Non Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

9. Indemnification:

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or Subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

10. Insurance:

CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to the Purchasing Department showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion, may waive in part or in full insurance requirements. CONTRACTOR is required to provide insurance unless notified by the COUNTY'S Purchasing Agent of any waivers.

CONTRACTOR agrees that CONTRACTOR is responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors/CONTRACTOR'S who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the COUNTY'S Purchasing Agent.

General Liability Limits

- | | | |
|----|-------------------------------------|-------------|
| 1. | BI & PD combined/per occurrence | \$1,000,000 |
| | /Aggregate | \$1,000,000 |
| 2. | Personal Injury/Aggregate | \$1,000,000 |
| 3. | Automobile Liability/per occurrence | |
- CONTRACTOR agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

Professional Liability

- | | | |
|----|---|-------------|
| 1. | Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice and/or errors and omissions. | \$1,000,000 |
|----|---|-------------|

Workers' Compensation and Employer's Liability

Statutory requirement

11. Discrimination:

CONTRACTOR shall not discriminate because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex (includes sexual harassment) and sexual orientation.

12. ADA Compliance:

CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

13. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

14. Termination:

If the CONTRACTOR breaches or habitually neglects the CONTRACTOR'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.

If the County Board of Supervisors fails to appropriate funds to enable County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and CONTRACTOR will be given written notice of such termination.

15. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from any responsibility under this Agreement.

16. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

17. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the CONTRACTOR or the COUNTY.

18. Compliance:

CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

19. Governing Law and Venue:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

20. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the COUNTY whether executed by or for the CONTRACTOR for COUNTY, or otherwise by or for the CONTRACTOR, or by or for a subcontractor operating under the CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement.

21. Work Product:

COUNTY and CONTRACTOR acknowledge and agree that "Work Product", and all components of it, provided or developed by CONTRACTOR hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in the COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the COUNTY and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then CONTRACTOR agrees to and hereby does sell, transfer, grant and assign to the COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting "Work Product", CONTRACTOR shall place or cause to be placed the following legend preferably in the lower right corner:

© 20__ County of San Joaquin. All rights reserved.

22. Data Security – Confidentiality

a. Acknowledgment of access to information characterized as covered data

Contractor acknowledges that its contract/purchase order ("Agreement") with the County of San Joaquin, California ("County") may allow the Contractor access to confidential County information or County provided information including, but not limited to, personal information, records, data, or financial information notwithstanding the manner in which or from whom it is received by Contractor ("Covered Data") which is subject to state laws that restrict the use and disclosure of County information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Contractor shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, County policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

b. Prohibition on unauthorized use or disclosure of covered data and information

Contractor agrees to hold Covered Data received from or created on behalf of County in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by County. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify County in writing prior to any disclosure in order to give County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the County.

c. Safeguard standard

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

d. Return or destruction of covered data and information

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to County unless County requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement. Within this thirty (30) day period, Contractor shall certify in writing to County that the return or destruction has been completed.

e. Reporting of unauthorized disclosures or misuse of covered data and information

Contractor shall report, either orally or in writing, to County any use or disclosure of Covered Data not authorized by this Agreement or in writing by County, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the County Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide County other information, including a written report, as reasonably requested by County.

f. Examination of records

County and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

g. Assistance in litigation or administrative proceedings

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

h. No third-party rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

i. Attorney's fees

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

j. Survival

The terms and conditions set forth shall survive termination of the Agreement between the parties.

(This space intentionally left blank.)

23. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

CONTRACTOR Name
Address
City, State and Zip

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By: _____ Date: _____
Signature, Authorized Agent

By: _____ Date: _____
David M. Louis, C.P.M., CPPO, CPPB
Director, Purchasing & Support Services

By: _____
Printed Name of Authorized Agent

APPROVED AS TO FORM
Office of County Counsel

By: _____ Date: _____
Gilberto Gutierrez
Deputy County Counsel

Buyer of Record: