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Director

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Department of Purchasing and Contracting
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November 27, 2012

**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUESTS FOR PROPOSALS (RFP) NO. 5726
PSYCHIATRIC EMERGENCY RESPONSE TEAM (PERT) SERVICES**

The County of San Diego, Health and Human Services Agency (HHS) is soliciting proposals for the Psychiatric Emergency Response Team (PERT) Services Program. This solicitation will result in a single (1) award.

The successful offeror shall contribute to the well-being of individuals experiencing a mental health crisis who have come in contact with law enforcement, as described in Paragraph 4, Target Population. PERT has been designed to improve collaboration between the behavioral health and law enforcement systems with the goal of more humane and effective handling of incidents involving law enforcement officers and individuals with mental illness, developmental disabilities and /or substance use disorders.

CONTRACT PERIOD AND ESTIMATED ANNUAL FUNDING

The initial contract period will be from July 1, 2013 through June 30, 2014. The County reserves the right to exercise options for six (6) additional terms of up to one (1) year each for a potential total contract term of seven (7) years through June 30, 2020.

The estimated annual allocation for each year of the contract, subject to availability of funding, is approximately \$2,776,885.

RFP CONTENT

This RFP package includes the following:

- Cover letter to the RFP
- Cover Page (PC600 Form): Requests necessary Offeror information and includes the Offeror's signed authorization for the proposal
- Representations and Certifications Form: Requests additional Offeror information related to 501 (c) (3) status, affirmative action and pricing
- Contract Conflict Certification Form: Requests cumulative information regarding all contracts for same or similar services Offeror, Offeror's staff, and/or Offeror's spouse has had with the County
- RFP Terms and Conditions
- RFP Submittal Requirements
- Draft Pro Forma Agreement
- Draft Exhibit A, Statement of Work
- Draft Exhibit B, Insurance and Bonding Requirements
- Draft Exhibit C, Proposed Budget

AWARD

This RFP will be a competitively negotiated procurement. The County may decide to award the contract without negotiation; therefore, Offerors are strongly encouraged to submit their **best** proposal initially. The County reserves the right to award contracts to the Offeror submitting the proposal determined to be the most advantageous to the County's best interest, price and other factors included.

PROPOSAL DUE DATE

Submit one (1) original proposal in hard copy and on compact disc (CD), and **eight (8)** hard copies to the County of San Diego Department of Purchasing and Contracting at (**note new address**) 5560 Overland Avenue, Suite 270, San Diego, CA 92123-1294 in a sealed envelope or package prior to **3:00 PM local time on Thursday, January 24, 2013**. Clearly mark the exterior of the envelope or package with “**RFP NO. 5726**”, and include the name and address of the Offeror. If delivering your proposal on the due date, plan to arrive early as parking may be limited.

Late submissions cannot be considered unless they are the only ones received or there was mishandling on the part of the County of San Diego Purchasing staff.

Please note: The original proposal shall be in black ink on white paper and not include color or black and white photos. Copies used by the Source Selection Committee are not limited to black and white like the original proposal, but may make use of color and shading such as color paper, shaded graphs and tables, and color fonts.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **Tuesday, December 11, 2012**, beginning at **(9:00 AM)**, at the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, Ca. 92123. Although questions will be allowed at the Pre-proposal Conference, only written responses issued in an addendum through BuyNet are official for this RFP. **Please note:** Although the conference is not mandatory, attendance is **highly** encouraged.

QUESTIONS

Questions and requests for clarification related to the definition or interpretation of this RFP must be requested in writing and submitted by email prior to **3:00 PM** on Thursday, **December 17, 2012**. Questions and requests for clarification received after this date will not be answered.

Questions should be submitted in writing by email to: Raquel.Harris@sdcounty.ca.gov

If you have any questions or comments regarding this solicitation, please contact Raquel Harris, Assistant Procurement Contracting Officer, by e-mail at: Raquel.Harris@sdcounty.ca.gov.

WINSTON McCOLL, Director
Department of Purchasing and Contracting

WFM: rh

**COUNTY OF SAN DIEGO REQUEST FOR PROPOSALS
THIS IS NOT AN ORDER**

MAIL OR DELIVER YOUR PROPOSAL TO NOTE NEW ADDRESS):

County of San Diego Department of Purchasing and Contracting

5560 Overland Avenue, Suite 270, Mail Stop O32

San Diego, CA 92123-1294

Proposals shall be received at the above address prior to **3:00 PM LOCAL TIME ON**

THURSDAY, JANUARY 24, 2013

SUBMIT PROPOSALS IN SEPARATE SEALED ENVELOPES OR PACKAGES MARKED ON THE OUTSIDE WITH "RFP NO. 5726" AND THE OFFEROR'S NAME AND ADDRESS.

REQUEST FOR PROPOSALS (RFP) NO. 5726

The County of San Diego, Health and Human Services Agency (HHS) is soliciting proposals for the Psychiatric Emergency Response Team (PERT) Services Program. This solicitation will result in a single (1) award.

The successful offeror shall establish and maintain countywide case management services providing screening, psychosocial assessment, treatment and recovery placement services to eligible parolees with a history of alcohol and other drug (AOD) abuse by establishing and maintaining a network of alcohol and other drug treatment and recovery service providers through subcontract agreements.

CONTRACT PERIOD

The initial contract period will be from July 1, 2013 through June 30, 2014. The County reserves the right to exercise options for six(6) additional terms of up to one (1) year each for a potential total contract term of seven (7) years, through June 30, 2020.

PRE-PROPOSAL CONFERENCE

There will be a Pre-proposal Conference on **Tuesday, December 11, 2012, beginning at 9:00 AM**, at the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA. 92123-1294

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

Offeror hereby **acknowledges** receipt of **RFP NO. 5726** and Addenda Number 1 through [].

OFFEROR INFORMATION

(print legibly)

Firm Name:

Street:

City/State/Zip:

Phone No: ()

Fax No: ()

E-Mail Address:

Contact Person: Name:
(If other than above - print legibly)

Title:

E-Mail Address:

AUTHORIZATION FOR OFFER

(must be signed):

By: _____
Signature Offer Date

Name:
(print legibly)
Title:

Phone No: ()

Fax: ()

NOTE: RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting as follows: at 5560 Overland Avenue, Suite 270, San Diego, CA 92123-1294, or by downloading from the department's Web site "BuyNet" located at: <http://buynet.sdcounty.ca.gov/>. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP prior to the due date.

SUBMIT THIS COMPLETED FORM AS PAGE ONE OF THE PROPOSAL

REQUEST FOR PROPOSALS (RFP) NO. 5726
COUNTY OF SAN DIEGO, DEPARTMENT OF PURCHASING AND CONTRACTING
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one percent (51%) owned and operated by one or more veterans with a service-related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by (Government Agency):

Certification #: _____

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3)-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3)-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents, or consultants have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
- 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
- 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted, and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____ Signature: _____

Title: _____ Date: _____

Company/Organization: _____

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE PROPOSAL

**COUNTY OF SAN DIEGO, DEPARTMENT OF PURCHASING AND CONTRACTING
REQUEST FOR PROPOSALS (RFP) NO. 5726
PSYCHIATRIC EMERGENCY RESPONSE TEAM (PERT) SERVICES
CONTRACT CONFLICT CERTIFICATION**

THE FOLLOWING CONTRACT CONFLICT CERTIFICATION IS TO BE COMPLETED, SIGNED AND RETURNED AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER. FAILURE TO COMPLY MAY RESULT IN YOUR SUBMITTAL OR YOUR OFFER BEING REJECTED.

Please attach your disclosure(s) to this certification for the following three items. If you have no disclosure(s), please write “NONE” above the signature block located below.

1. The name, contract number, and short description of all Contracts You have or have had with the County of San Diego which involves the same or similar subject matter as is involved in this procurement.
2. The name, contract number, and short description of all Contracts that any of Your employees have or have had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.
3. The name, contract number, and short description of all Contracts that Your spouse has or has had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.

For purposes of this certification, the following terms shall be defined as:

“Contracts” means any memoranda of understanding, memoranda of agreement, letter agreements, contracts, sub-contracts, consultant agreements or agreements in any form, whether written or oral.

“You” or “Your” means i) for individuals, the individual and any partnership, corporation, limited liability partnership or of which you are a member or shareholder, and ii) for other legal entities, the entity itself and any partnership, corporation, limited liability partnership or of which the legal entity is a member or shareholder.

I certify under penalty of perjury under the laws of the State of California that the information attached hereto and disclosed in accordance with this certification is true and correct.

Company/Organization: _____

Signature: _____ **Date:** _____

Name: _____ **Title:** _____

SUBMIT THIS COMPLETED FORM AS PAGE THREE OF THE PROPOSAL

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REQUEST FOR PROPOSALS (RFP) NO. 5726
PSYCHIATRIC EMERGENCY RESPONSE TEAM (PERT) SERVICES
RFP TERMS AND CONDITIONS

1 RFP PROCESS

- 1.1 RFPs shall normally be made available on the County of San Diego's BuyNet site. Firms may request a hard copy from Purchasing and Contracting Clerical Section.
- 1.2 The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the first pre-proposal conference can be found in the Cover Letter to this RFP.
- 1.3 Diligence Material, if provided, is subject to the following disclaimer: The County nor any of its agents, advisors, or representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements, estimates, and projections provided by or with respect to the County. Such assumptions, statements, estimates, and projections reflect various assumptions made by the County, which assumptions may or may not prove to be correct. No representations are made by the County as to the accuracy of such assumptions, statements, estimates, or projections.
- 1.4 Offerors Inquiries and County Responses. All contacts from your organization related to this RFP or your Proposal must be directed in writing exclusively to the County's Contracting Officer ("Contracting Officer"). You should not attempt to contact any other County personnel about this RFP unless authorized by the Contracting Officer.
- 1.5 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions.
- 1.6 Proposals must be submitted by the time and date specified in the PC 600 Form and/or the Cover Letter. Late submissions cannot be reviewed unless it is the only one received or there was mishandling on the part of County staff.
- 1.7 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.8 The Contracting Officer may seek clarifications for the SSC. The Contracting Officer shall determine the appropriate means of clarification: telephonic, email, letter, or oral interviews.
- 1.9 Upon recommendation of the SSA, negotiations may be held with one or more offerors. Negotiations will be concluded with those firms remaining in the competitive range, which shall conclude with a request for best and final offer (BAFO).
- 1.10 The Contracting Officer will notify all offerors and post a Notice of Intent to Award for five (5) workdays after receipt and approval of the Source Selection Authority(s) recommendation to award.
- 1.11 The Department of Purchasing and Contracting will notify all offerors of the status of each proposal prior to posting the Notice of Intent to Award.

2 SUBMISSION OF PROPOSAL

- 2.1 RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 5560 Overland Avenue, Suite 270, San Diego, Ca. 92123-1294 or by downloading from the department's web site "BuyNet" at <http://buynet.sdcounty.ca.gov/>. It is the Offeror's responsibility to periodically check the web site for addenda that may be issued to implement changes or clarification to the RFP prior to the due date.
- 2.2 It is understood and agreed upon by the Offeror in submitting a proposal that the County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the County evaluation concerns about competing proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.

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- 2.3 Offerors shall submit an original proposal prior to the date and time specified. In addition, the offeror may be requested to submit additional copies and these copies should be submitted along with the original. Failure to submit the required number of copies may result in finding of non-conformance. Originals should be clearly marked.
- 2.4 Unless otherwise specified, proposals shall be on 8½" x 11" white bond paper, single-sided, with no less than ¾" (.75) margins and eleven (11) point font in Times New Roman. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy is securely fastened, and that the original and all copies are submitted in a sealed envelope or box with the RFP number and the name and address of the offeror on the outside of the package/container. Note: There does not need to be a separate envelope or package for each of the copies.
- 2.5 Unless other specified, the proposal shall conform to the following format:
- 2.5.1 A completed and signed PC 600 Form shall be submitted as the cover of your proposal.
- 2.5.2 A completed and signed Representations and Certifications form shall be submitted as the second page of your proposal.
- 2.5.3 A completed and signed Contract Conflict Certification shall be submitted as the third page of your Proposal.
- 2.5.4 A table of contents listing, by page number, and all other contents of the proposal shall be submitted after the Contract Conflict Certification form.
- 2.5.5 The proposal shall be in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable question or requirement.
- 2.5.6 Each proposal shall be typed and be concise but comprehensive. The proposal shall not include promotional material. The proposal shall be in accordance with the requirements discussed herein.
- 2.5.7 All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers and names of contacts provided in the proposal.
- 2.5.8 **Original proposal shall be in black ink on white paper and not include color or black and white photos.** Copies used by the Source Selection Committee are not limited to black and white like the original proposal, but may make use of color and shading such as color paper, shaded graphs and tables, and color fonts.
- 2.5.9 (Reserved)

3 EVALUATION AND SELECTION

- 3.1 Proposals will be evaluated based upon the information provided in response to the RFP "Evaluation and Submittal Requirements" and other information known to the County. This information may be provided by written material, electronic means, or oral presentations.
- 3.2 The County reserves the right to request clarifications and/or request additional information from Offerors if necessary. Such clarifications and/or additional information shall be submitted by the Offerors as an addendum to the proposal upon request from the Contracting Officer. However, since no additional input may be requested, Offerors are advised to submit complete information in the proposal.
- 3.3 The "Evaluation and Submittal Requirements" may authorize the use of presentations and/or interviews as a method of presenting the Offeror's proposal or obtaining additional information. The Source Selection Committee (SSC) may invite competitive Offerors to make a presentation to, or participate in interviews with the County at a date, time and location determined by the County. The purpose of such presentations or

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interviews would be to allow the Offerors to present their proposed solutions to the County and for the SSC to obtain additional information; the key points in the proposals will be evaluated by the SSC.

- 3.4 The evaluation to determine the competitive range shall use the non-exclusive list of criteria contain in "Evaluation and Submittal Requirements."
- 3.5 The overall total cost to the County will be considered in evaluation. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The degree of importance will increase with the degree of quality of the proposals with respect to the other evaluation factors.
- 3.6 It is in the best interest of the County to have a contract portfolio that is not too heavily dependent upon one or a few contractors. Maintaining a balanced portfolio will be considered in the evaluation process. The degree of importance of this factor will increase along with the number of contracts an Offeror has or proposes to have with the County.
- 3.7 The County has an interest in a competitive contractor environment. This means that it is to the County's advantage to have multiple contractors within the County that are qualified and willing to provide the services sought. To insure a continuing competitive environment, the County will take into consideration the number of existing contracts and proposed contracts a particular contractor entity has or may have with the County when evaluating the proposals. The degree of importance of this factor will increase along with the number of contracts an Offeror has or proposes to have with the County.
- 3.8 The Source Selection Authority may, at its sole discretion, authorize the Contracting Officer to enter into negotiations with any Offerors found to be in the competitive range.
- 3.9 Best and Final Offer request will be issued at the conclusion of negotiations and may contain additional selection discriminators. The Source Selection Committee shall review Best and Final Offer responses and make an award recommendation to the SSA.
- 3.10 Upon posting of the Notice of Intent to Award, the Contracting Officer will enter into contract finalization negotiations and, upon the successful completion, award an Agreement with the Offeror whose proposal has been ranked first by the County on the basis of best value to the County.
- 4 SIGNATURE** All proposals shall be signed by an authorized officer or employee of the submitting organization. The title of the authorized officer or employee, the name, email, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.
- 5 COST COMPARISONS** The County Charter requires a finding of economy and efficiency prior to award of contracts for service that can be performed by persons employed in the Classified Service to an independent contractor. It is the intent, subject to a finding of economy and efficiency, to contract for these services. The cost comparison is subject to review and approval by the Chief Administrative Officer.
- 6 PROPRIETARY INFORMATION** All proposals become the property of the County of San Diego unless return is specifically requested as specified in Paragraph 10 below. The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a Public Records Acts request, you must agree in writing to defend and indemnify the County if litigation results.
- 7 INTERLOCKING DIRECTORATE** In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated on the Representations and Certifications form, paragraph 2 , Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this bid or proposal, Offeror certifies he will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on the Representations and Certifications form, and any resulting contract must be approved by the Board of Supervisors.

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8 UNNECESSARILY ELABORATE INFORMATION Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective proposal are neither necessary nor desired.

9 COUNTY COMMITMENT

- 9.1 County shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.
- 9.2 The County reserves the right to terminate this RFP at any time prior to contract execution.
- 9.3 The County reserves the right to accept or reject any or all proposals received as a result of this solicitation, or to negotiate with any qualified source, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County.
- 9.4 This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 9.5 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

10 LATE, MODIFIED, OR WITHDRAWN PROPOSAL

- 10.1 Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and
 - 10.1.1 It was sent by mail, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the County; or
 - 10.1.2 It is the only proposal received.
- 10.2 Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "Best and Final Offer," is subject to the same conditions as the initial submission.
- 10.3 Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by an Offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the proposal prior the posting of Notice of Intent to Award a contract.

11 NON-CONFORMING SUBMISSIONS Any submission may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a proposal non-conforming.

12 KNOWLEDGE OF RFP AND PROPOSAL CONDITIONS Before submitting a proposal, Offerors shall carefully read all sections of this RFP, including all forms, schedules and exhibits, and shall fully inform themselves as to all existing conditions and limitations.

13 DUTY TO INQUIRE Should an Offeror find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." **It is the Offerors' responsibility to periodically check the web site for such addenda.** The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

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- 14 EXPLANATION TO OFFERORS** Any explanation desired by an Offeror regarding the meaning or interpretation of the proposal must be directed in writing exclusively to the Contracting Officer. The preferred method of delivering written questions is by email or by an internationally-recognized courier to the address listed in the Cover Letter. **Telephone calls will not be accepted.** In no event will the County be responsible for ensuring that prospective Offerors' inquiries have been received by the County. You should not attempt to contact any other County personnel about this RFP solicitation. Oral explanations or instructions will not be binding. Any explanation concerning a solicitation will be provided to all prospective Offerors through posting on BuyNet in the form of an addendum to the solicitation. **No response will be provided to questions received after the question deadline date stated in the Cover Letter.**
- 15 PROTEST PROCEDURE** County Policy A-97 requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place.
- All protests shall be made in writing, and shall be filed with the Contracting Officer identified in the solicitation package. A protest shall be filed on the earliest of the following dates: (i) within five (5) business days after a Notice of Intent to Award the contract has been posted in a public place in the County's Contracting Office or County Internet website, (ii) within five (5) business days after the County provides notification that the proposal is no longer under consideration, or (iii) by noon (12:00 PM) on the day before the Board of Supervisors is scheduled to consider the matter.
- Copies of the Board Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's web site at <http://www.sdcountry.ca.gov/> under the Clerk of the Board's page.
- 16 DEBRIEF AND REVIEW OF CONTRACT FILES** When an Offeror has been notified by the Contracting Officer that the proposal is no longer being considered for award, the Offeror may request a "debriefing" from the Contracting Officer on the findings about that one proposal (with no comparative information about proposals submitted by others).
- After contract award, any interested party may make an appointment to review the files to look at all proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by the reviewer will be prepared and sold to the requestor at current County prices for such information.
- 17 NEWS RELEASES** Offerors shall not issue any news release pertaining to this RFP without prior written approval of the Contracting Officer, which may be withheld in such Officer's sole discretion. A minimum of two (2)-business day's notice is required for approval.
- 18 CLAIMS AGAINST THE COUNTY** Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).
- 19 EMPLOYMENT OFFERS** Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.
- 20 TIMING AND SEQUENCE** of events resulting from this RFP shall ultimately be determined by the County.
- 21 CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662** In compliance with California Revenue and Taxation code section 18662, if you are a non-resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances, you may be eligible for reduced or waived nonresident withholding. If you have already

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received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (619) 531-5417 or mail originals to: County of San Diego, 1600 Pacific Hwy, Room 061, San Diego, CA 92101. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

- 22 W-9 FORM** If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

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Proposal Submittal and Evaluation

The Submittal Requirements listed below are in descending order of importance by paragraph, not subparagraphs, and will be weighted in the evaluation of the Offeror's written and oral proposals accordingly. The proposal should provide clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on these requirements. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation. An Offeror must, therefore, be acceptable in all areas to be eligible for award of a contract. The expectation is that those proposals in the competitive range and considered for contract award may exceed the minimum requirements.

Each proposal will be evaluated individually on its own merit. To assist in clearly describing how the work specified in Exhibit A, Statement of Work, or other parts of the proposal will be accomplished, samples, literature, and other materials supporting the program description such as flow charts, tables and other graphic aids and other materials supporting other parts of the proposal may be submitted as attachments to the proposal. All attachments must be in a separately bound volume(s) and are limited to a maximum ten (10) pages. It is good practice, if you choose to provide the extra volume(s), to include information in your proposal that informs the Source Selection Committee what items they should look for in the extra volume(s) and the purpose for each particular inclusion.

Offerors are cautioned that evaluations may be made solely on the information provided in the proposal without review of the attachments. Therefore, it is important that the main proposal narrative **not** be included in the attachments. The attachments are considered to be additional supportive documentation to the proposal narrative itself and not an extension of any page limitations listed in the Submittal Requirements.

All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement. Submit one (1) original proposal in hard copy and on compact disc (CD), and eight (8) hard copies prior to the date and time specified in the Cover Letter and PC600 form. Refer to Sections 2.4 and 2.5 of the RFP Terms and Conditions for additional instructions regarding the proposal format and order of requested information.

Please note: The original proposal shall be in black ink on white paper and not include color or black and white photos. Copies used by the Source Selection Committee are not limited to black and white like the original proposal, but may make use of color and shading such as color paper, shaded graphs and tables, and color fonts.

1. Experience, Proposed Organization, Management and Staffing

- 1.1. **Mission and History.** Provide the Offeror's mission statement and brief description of the Offeror's mission. Briefly explain why the Offeror is interested in operating the same or similar program/service being proposed, and how the Offeror's experience and programs would benefit the County by the County awarding a contract to your organization.
- 1.2. **Offeror's Résumé.** Provide a résumé of the Offeror's experience within the last five (5) years in developing, implementing, and managing services as described in Exhibit A, Statement of Work, or comparable programs or services. Provide the following information: dates in which Offeror has operated each program or each service; the facility name, address, phone number, email address, director and contact person(s); agency for which the programs/services were (are) operated, contact person(s), their phone numbers and email addresses; agency for which the program(s) were (are) operated. Include the average annual number of individuals served and the program's annual operational costs. Include the Offeror's knowledge and experience in the following areas:
 - 1.2.1. Providing mental health and substance use consultation, case coordination, linkage and limited crisis intervention services to clients who come in contact with law enforcement officers;
 - 1.2.2. Developing and providing a training program for law enforcement personnel for the purpose of improving their ability to identify and effectively intervene with individuals with mental illness, developmental disabilities and /or substance use disorders;

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- 1.2.3. Developing a data system which will facilitate a detailed analysis of the community service needs of individuals with mental illness, developmental disabilities and /or substance use disorders who come in contact with law enforcement officers that will compliment the San Diego County Mental Health Services MIS system;
- 1.2.4. Developing a neighborhood/community outreach program involving the neighborhood police teams, local business organizations and citizens.

1.3. Proposed Organizational Charts and Staffing

- 1.3.1. Organizational Chart. Provide an organizational chart that describes the Offeror's overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs and sections. Indicate the lines of organizational management, authority, and responsibility.
- 1.3.2. Staffing Chart. Provide a proposed staffing chart that describes the Offeror's proposed program and identifies program staff positions, including volunteer and non-paid staff positions (by name and title, if known), and reporting responsibility. Offeror may combine both the organizational and staffing charts, as long as all of the information requested in 1.3.1 and 1.3.2 of the RFP Submittal Requirements is provided.
- 1.3.3. Job Descriptions. Provide a proposed job description for all proposed staff positions for the proposed program (including administrative, support and direct service staff) as well as volunteer and non-paid positions, if proposed, by: 1) position title and requirements which may include linguistic and cultural skills, education, experience, and certifications; 2) position description including range of authorities, reporting responsibilities and title of supervisor and duties; and 3) hourly and annual salary range and benefits. If the position is not full-time, identify the portion of a full-time position, i.e. 0.75, 0.5, etc. Include volunteer and other non-paid staff, if applicable.
- 1.3.4. Staff Résumés. Provide brief résumés for all proposed administrative and program staff who are currently employed by the Offeror or whom the Offeror plans to employ to fill positions in the staffing chart to accomplish the direct service, program management and staff supervision requirements in Exhibit A, Statement of Work. Include the proposed position title from the staffing chart on each résumé. Résumés should provide sufficient information to determine that the person is qualified for his/her assigned position, including history of relevant education and experience. Include a dated letter signed by the prospective employee(s), if not now on staff, indicating the person's commitment to accept employment if a contract is awarded to the Offeror's organization. Letters of commitment shall be the page following the last page of the person's résumé. **Remove any personal information from résumés and/or letters of commitment, such as Social Security numbers, home addresses, personal phone numbers, personal email addresses, etc.**
- 1.3.5. Bilingual Capability. Identify specific proposed program staff that are able to provide bilingual/bicultural services to individuals who prefer to communicate in Spanish or the other common non-English languages spoken in San Diego County. If this capability does not currently exist within the program, refer to the appropriate proposed job description that will ensure this capability, or describe alternate methods to ensure that language-appropriate services are available.
- 1.3.6. Hiring and Training Schedule. Provide a hiring and training schedule that addresses hiring and training of staff not yet selected, and staff that may be hired and trained during the contract term. All program staff must be hired within thirty (30) days of contract execution.

- 1.4. County or Other Contracts. List all County contracts Offeror has had in the last five (5) years. If Offeror has an extensive list of County contracts, list no more than ten (10) contracts beginning with the most recent and ending with the oldest of those selected. If Offeror has not had any County contracts, list any relevant contracts for the same or similar types of services in size or scope. **County staff will verify the**

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information provided, so the Offeror is strongly encouraged to ensure the contract information provided in this section is accurate.

Information should include the following:

- 1.4.1. Type of contracted services
 - 1.4.2. Length of contract
 - 1.4.3. Performance outcomes
 - 1.4.4. Compliance
 - 1.4.5. A brief summary narrative of the applicable work provided; fee and contract term for the work; if the program's service was completed within the original contract fee and term (explain reasons for any fee increase and delays); problems encountered and resolutions; contract objectives and results. Explain how the experience gained could be beneficially applied to this project.
- 1.5. Litigation. Provide a description of any active litigations and their resolution, if resolved, in the past five (5) years related to the Offeror's performance.
- 1.5.1. Provide a copy of a letter from the Offeror's attorney and/or in-house counsel regarding the status of lawsuits and pending litigation for the most recent year.

If Offeror does not have any active litigation nor has had any in the past five (5) years related to its performance, state "None" in your submittal response.

- 1.6. References. Provide a minimum of three (3) business references for the Offeror's most relevant projects or programs within the past five (5) years. County staff will verify the information provided so the Offeror is encouraged to ensure the contact information provided in this section is accurate. **Note: County staff are prohibited from being included as references. Additionally, letters of support will not be accepted in place of the information requested below in 1.6.1 through and including 1.6.6.**

Each reference should be summarized in no more than one (1) page and should include the following:

- 1.6.1. Reference organization's name and purpose.
 - 1.6.2. Reference organization's address, phone, and fax numbers.
 - 1.6.3. Contact person(s) representing the reference organization, title, phone and fax numbers, and email address. The reference contact person(s) must be familiar with the Offeror and the Offeror's relevant experience and performance.
 - 1.6.4. Brief statement of the person's or organization's relationship to the Offeror and the period of the relationship.
 - 1.6.5. A brief summary narrative of the applicable work provided; fee and contract term for the work; if the program's service was completed within the original contract fee and term (explain reasons for any fee increase and delays); problems encountered and resolutions; contract objectives and results. Explain how the experience gained could be beneficially applied to this project.
 - 1.6.6. If previous work was not similar, list three (3) references who can attest to your competency.
- 1.7. Please explain if Offeror or any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body as certified in Paragraph 3.5 of the Representations and Certifications form. **If there are none, state "None" in your submittal response.**

2. Program Description

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Provide a proposed program description for the proposed services in a maximum of twenty-five (25) pages describing the proposed program and services, and describing in detail how the requirements of Exhibit A, Statement of Work, will be met. Please note that the Source Selection Committee is not obligated to read past the maximum page limit listed for this section. Focus on the methods and procedures that the Offeror will use to meet the key requirements specified in Exhibit A. Descriptions for each work component should be in the same sequential order as listed in Exhibit A. Label each description with the appropriate Paragraph number from Exhibit A. To assist in clearly describing how the work specified in Exhibit A, Statement of Work, will be accomplished, samples and other materials supporting the proposed program description may be submitted as attachments to the proposal. All attachments, including those for other sections of your proposal, must be in (a) separately bound volume(s) and are limited to a maximum ten (10) pages. It is good practice, if you choose to provide the extra volume(s), to include information in your proposal that informs the Source Selection Committee what items they should look for in the extra volume(s) and the purpose for each particular inclusion.

Offerors are cautioned that evaluations may be made solely on the information provided in the proposal without review of the attachments. Therefore, it is important that the main proposal narrative **not** be included in the attachments. The attachments are considered to be additional supportive documentation to the proposal narrative itself and not an extension of the page limitation for the Program Description as listed above in the opening paragraph of Section 2.

In your proposed program service description, include the following:

- 2.1. Program Design and Services Description. Describe the proposed services and strategies that will be utilized to provide the proposed services. Describe the proposed program design and methodologies utilized to achieve the outcomes, objectives and requirements of Exhibit A, Statement of Work, especially as listed in Section 3, Outcome Objectives. The information submitted should provide sufficient detail to demonstrate that the Offeror's proposed services will meet the requirements specified in Exhibit A.
- 2.2. Target Population. Describe the needs and issues of the target population as described in Section 4 of Exhibit A, Statement of Work.
- 2.3. Collaborative Partners. Provide a list of collaborative partners, if any, for the proposed services that are bringing identified experience and/or resources to this program.
 - 2.3.1. Describe the responsibilities, experience and resources each collaborative partner brings to the project to include key access and support points for the success for the project;
 - 2.3.2. Describe past activities that have been carried out with each partner (if applicable);
 - 2.3.3. Describe how relationships will be built upon to meet the goals and requirements of this project;
 - 2.3.4. Describe other linkages to support the services of the project.
- 2.4. Facilities, Hours and Days of Operation. Describe the hours, days and locations that PERT services will be available to the community, as well as anticipated shifts and schedules for clinical staff who will be working with law enforcement to ensure maximum coverage. Describe each of the Offeror's current or proposed facility(s), their physical environment, hours and days of operation, accessibility to public transportation and fulfillment of the requirements of the Americans With Disabilities Act (ADA).
- 2.5. Quality Management Process. Describe the quality management process the Offeror will use to ensure that the proposed program provides appropriate and adequate services to the target population, and to ensure the Offeror and the proposed program comply with contract requirements. Include a complaints or grievance process for both Offeror's staff and customers/clients.
- 2.6. Performance Management Process. Describe the internal performance management process the Offeror will use to ensure that program performance standards and outcomes are achieved.

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- 2.7. Quality Assurance Plan. Provide a quality assurance plan that supports the proposed program as stated in Exhibit A. Include a description of how Offeror will ensure the quality of ancillary service providers. Additionally, the quality assurance plan should include, at a minimum, the following:
- 2.7.1 Describe how the proposed program will address a comprehensive quality assurance program capable of monitoring its performance.
 - 2.7.2 Describe how the Offeror's quality assurance program will identify and respond to problems.
 - 2.7.3 Provide detail on how the quality assurance program will be incorporated in Offeror's policies and procedures and will involve the designation of a staff person responsible for oversight.
 - 2.7.4 Describe how the Offeror's quality control monitoring procedures will be tracked and reported.
- 2.8. Implementation Plan. Provide an action plan for program implementation. Include a Gantt chart (or a similar type of chart), with start dates and completion dates for all the actions leading up to a fully functioning program. The chart should show actions required, strategies employed, responsibilities (persons, organizations, agencies), dependencies (actions which must be completed before subsequent actions may be initiated or completed) and milestones (significant actions and dates in the implementation) with dates in days and weeks beginning with Offeror receiving notice of award of the contract. County plans to award a contract for services to start on or before July 1, 2013.
- 2.9. Data Collection and Reporting Requirements. Describe the data management tools and processes the Offeror will utilize to collect and management data effectively. Describe experience using County Management Information Systems (MIS).

3. Fiscal

The County is requesting proposed budget and other information for a cost reimbursement contract. The County is committed to obtaining optimal cost efficiency for the County, i.e., lowest overall price for the highest overall performance. The County, therefore, reserves the right to award a contract based, among other factors of best value to the County, on budgets for individual regions, linked proposals, or a combination of the two.

- 3.1. Exhibit C, Proposed Cost Reimbursement Budget. Offeror shall complete and submit Exhibit C, Proposed Cost Reimbursement Budget. A completed proposed Exhibit C is required to be submitted for the initial contract period of one (1) year (July 1, 2013 – June 30, 2014), and for each of the subsequent four (4) one (1)-year option periods (July 1, 2014 - June 30, 2015; July 1, 2015 - June 30, 2016; July 1, 2016 - June 30, 2017, and July 1, 2017 – June 30, 2018) for a total of five (5) completed proposed Exhibit Cs.
- 3.2. Fiscal Management Process. Offeror shall submit documentation demonstrating fiscal solvency and how the organization will maintain fiscal solvency throughout the contract period. Briefly outline the internal fiscal management process the Offeror will use to monitor and ensure that County funding and other revenues are adequate to meet program costs.
- 3.3. Cost Allocation Plan. Offeror shall submit a cost allocation plan that identifies how organizational overhead costs that cannot be directly charged to the program are allocated to the program.
- 3.4. Accounting System. Offeror shall describe how their accounting system shall segregate, control, and account for all expenses, revenues, funds, assets, and property for each County contract distinct from other contractor activity, and that the system functions in accordance with generally accepted accounting principles and applicable Office of Management and Budget Circulars such as OMB A-122 Cost Principles for Non-Profit Organizations.

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3.5. Financial Information

- 3.5.1. Offeror shall provide documentation that the organization has sufficient reserves to maintain the proposed program for sixty (60) days. Documentation may include cash and/or credit reserves.
 - 3.5.2. Offeror shall provide, as applicable, the following information for the last three (3) fiscal years:
 - 3.5.2.1. Audited financial statements with the applicable notes;
 - 3.5.2.2. Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards;
 - 3.5.2.3. Independent Auditor's Statement of Findings and Questioned costs.
- If Offeror has not had an audit conducted within the past three (3) fiscal years, then Offeror shall provide the following un-audited financial statements for the last three (3) fiscal years:
- 3.5.2.4. Statement of Financial Position (Balance Sheet);
 - 3.5.2.5. Statement of Activities (Income Statement);
 - 3.5.2.6. Statement of Cash Flows.
- 3.5.3. **Please note:** In place of the financial information requested above under Submittal Requirement 3.5.2, Offeror may submit copies of letters issued by Health and Human Services Agency (HHSA), Agency Contract Support, verifying receipt of audited or un-audited financial statements for the last three (3) fiscal years.

4. Pro Forma Contract Acceptance/Clause Exception(s) Statement

The County has made a determination that it will use the County's form of agreement ("Service Agreement") and insurance requirements ("Exhibit B") as the basis for the contract. The County's preferred form of pro forma service contract that the County is prepared to execute as a binding contractual agreement is set forth herein and is accessible in electronic form.

The Offeror shall indicate acceptance or rejection of the proposed pro forma contract and insurance requirements, including insurance terms, in their proposal. If the Offeror does not accept the terms of any clause as written, propose the specific language changes (deletions and insertions) that would make the term acceptable to your organization; if clarification is needed, indicate the provision and the specific wording that was found unclear, and why it was considered unclear. Failure to specifically reject a proposed term will be deemed an acceptance of such term. In addition, if the Offeror intends to propose terms that are more favorable to the County than the terms of the pro forma contract, do so and propose the specific language changes that would make the terms more favorable. Submit a marked draft in the proposal indicating any changes to the pro forma contract and/or the insurance requirements.

The County may or may not elect to negotiate any exceptions taken as part of its pre-selection or post-selection process. Should the Offeror take exception(s) to the pro forma agreement, the Offeror understands that the County may, as part of its process, conclude that exceptions are so numerous and/or material as to make the Offeror's response to the solicitation unacceptable.

Failure to comply with any of the requirements herein may render the proposal non-responsive.

DRAFT PRO FORMA CONTRACT

INCLUDES:

Exhibit A, “Statement of Work”

**Exhibit B, “Insurance
Requirements”**

**Exhibit C, “Proposed Payment
Schedule”**

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This Agreement ("Agreement") is made and entered into on the date shown on the signature page ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor *[enter full corporate title, describe company, located at (complete address)]* ("Contractor"), with reference to the following facts:

RECITALS

- A. *[The County, by action of the Board of Supervisors Minute Order No. [Enter date and minute item number, if applicable] authorized the Director of Purchasing and Contracting [where applicable, insert the Clerk of the Board if other than Purchasing and Contracting], to award a Contract for [insert purpose.] [This option is used where the Board is granting the authority to award the contract; if used, delete alternative paragraph A below.]*
- B. Pursuant to Administrative Code section 401, the County's Director of Purchasing and Contracting is authorized to award this Contract for *[insert purpose.] [This option is used where the authority of the Director of Purchasing and Contracting to award the contract is derived from Administrative Code section 401; if used, delete alternative paragraph A above.]*
- C. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- D. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to [Section 703.10 of the County Charter](#).
- E. *[County entered into an interim Contract with Contractor, effective [insert date] to initiate this critical work, while the Contract was being negotiated. County and Contractor finalized negotiations, resulting in this Contract, which supersedes the interim Contract. [INCLUDE ONLY IF AN INTERIM CONTRACT WAS USED.]*
- F. The Agreement shall consist of this pro forma Agreement, Exhibit A Statement of Work, *[include Contractor's bid or proposal and BAFO as Exhibit A-1 where applicable]*, Exhibit B Insurance Requirements and Exhibit C, Payment Schedule or budget. In the event that any provision of the Pro Forma Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Pro Forma; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; Fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
PERFORMANCE OF WORK**

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.

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1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Contract, an independent Contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Contract according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Contract, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract, or a combination of subcontract to the same individual or firm for the Contract period which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the Contract, whichever is less must have prior written concurrence of the Contracting Officer's Technical Representative ("COTR"). Contractor shall provide the County's COTR with copies of all other subcontracts relating to this Contract entered into by Contractor within thirty (30) days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Contract other than standard commercial supplies, office space, and printing services.

1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.

1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.

ARTICLE 2
SCOPE OF WORK

2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

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2.3.1 Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.

2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to contractor by county, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Technical Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

**ARTICLE 3
DISENTANGLEMENT**

3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on

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the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Return, Transfer and Removal of Assets

3.3.3.1 Contractor shall return to County all County furnished assets or assets pursuant to Paragraph 2.4.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.4 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.5 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

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- 3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 4
COMPENSATION**

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Cost Reimbursement (Rev. 7/15/08)

- 4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the [Federal Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/circulars), including [A-122](#), which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all federal, State and other funding source requirements. *[Include all state or other funding source requirements]*. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County. Contractor shall submit annually to the County a cost allocation plan in accordance with OMB guidelines.
- 4.1.2 Agreement Budget. In no event shall the Exhibit C Agreement budget total be increased or decreased prior to County approved Agreement amendment. In no event shall County pay Contractor in excess of the amount identified on the Signature Page. Budget line item adjustments requiring County review and approval are listed in Exhibit C “Contractor’s Budget.”
- 4.1.3 Administrative Adjustment. The COTR may make administrative Agreement adjustments to change or modify the budget as long as the total Agreement amount or Agreement term is not modified.
- 4.1.4 Agreement Amendment. An Agreement amendment signed by the Contracting Officer is required to modify the total Agreement amount or Agreement term.

4.2 Invoices and Payment

- 4.2.1 Invoices For Reimbursement. Contractor shall submit properly executed monthly invoices to the Contracting Officer’s Technical Representative (“COTR”) for reimbursement of allowable costs associated with the work performed in the prior month. Payments will be paid as described in paragraph 4.4.2 below. Contractor’s monthly invoices shall be completed and submitted in accordance with written COTR instructions and shall include a statement certifying whether it is in compliance with the debarment and suspension paragraph within Article 8.
- 4.2.2 Payments. County agrees to reimburse Contractor after receipt of properly completed invoice. County will reimburse for actual allowable, allocable and reasonable costs incurred in consideration for services performed. Contractor shall maintain supporting documentation of expenses as specified in Articles 11 and 13. Payments will be made in arrears after receipt of properly completed invoice approved by the COTR. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.2.3 Full Compensation. Pending any adjustments by the COTR, each invoice approved and paid shall constitute full and complete compensation to Contractor for the invoice. This Agreement constitutes the entire Agreement between Contractor and County. Contractor shall be entitled only to reimbursement for allowable, allocable and reasonable costs associated with services pursuant to Exhibit A.
- 4.2.4 Final Fiscal Year End Settlements. Contractor shall submit the final invoice for reimbursement for services performed during the County fiscal year by the final fiscal year settlement date, which will be

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established by each department. This settlement date shall be no more than 60 calendar days from the end of the County fiscal year. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that fiscal year after this date. The County fiscal year shall be defined as July 1, through June 30, unless otherwise defined in this Agreement. The following costs will be excluded from reimbursable costs during the year end settlement process: *Delete this sentence if not applicable.*

4.2.4.1 ADS Drug Medi-Cal: Drug Medi-Cal costs that exceed the cap at the individual provider level.

4.2.4.2 Mental Health Services Revenue Risks: Medi-Cal costs for which the County has not received reimbursement through an approved Medi-Cal claim.

4.2.5 Final Agreement Settlement Date. Contractor shall submit the final invoice for reimbursement for services performed during the final fiscal year of the contract by the final contract settlement date, which shall be no more than sixty (60) calendar days from the final date of the contract services. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during the final fiscal year of the contract after the final Agreement settlement date.

4.2.6 Prompt Payment for Vendors and Subcontractors

4.2.6.1 Prompt payment for vendors and subcontractors.

4.2.6.1.1 Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.2.6.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.2.6.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.2.6.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

4.2.6.2.1 Furnish to the vendor or subcontractor and the COTR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld;

4.2.6.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.2.6.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

4.2.6.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.

4.2.6.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COTR with the notice set forth in Paragraph 4.2.6.2.1 of this Agreement and shall follow

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Paragraph 4.2.6.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

4.2.6.4 **Overpayments.** If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COTR and request instructions for disposition of the overpayment.

4.2.7 **Availability of Funding.** The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no Agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

4.2.8 **Conditions Prerequisite To Payments.** County may elect not to make a particular payment if any of the following exists:

4.2.8.1 **Misrepresentation.** Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.

4.2.8.2 **Unauthorized Actions by Contractor.** Contractor took any action pertaining to this Agreement which required County approval, without having first received said County approval.

4.2.8.3 **Default.** Contractor was in default under any terms and conditions of this Agreement.

4.2.8.4 **Fees for Service.** Contractor implemented a schedule of fees to be charged to clients or third party client representatives without prior County approval.

4.2.9 **Withholding Of Payment.** County may withhold reimbursement until reports, data, audits, or other information required for Agreement administration or to meet County, State, federal or other funding source reporting or auditing requirements are received and approved by COTR or designee. County may also withhold payment if, in County's opinion, Contractor is in noncompliance with this Agreement.

4.2.10 **Interpretation of Claim Provisions.** As used in this Section, the term "claim" refers to a claim filed pursuant to [San Diego County Code of Administrative Ordinances Article V-A](#), "Processing and Certification of Routine Claims." The term "claim" as used in this Article 4 does not refer to a claim filed pursuant to San Diego County Code of Administrative Ordinances, Article X, "Claims Against the County."

4.2.11 **Severability Limits.** Severability pertains only to those Agreements that originate in one fiscal year and end in another fiscal year. This Agreement is severable for and limited to the amounts in the attached budget. In no event shall Contractor exceed the Severability Limits.

4.2.12 **Disallowance.** In the event Contractor receives payment from County for a service, for which reimbursement is later disallowed by County, the State, the federal government, or any other funding

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source, Contractor shall promptly refund the disallowed amount to County on request, or County may offset the amount disallowed from any payment due to or to become due to Contractor under this Agreement or any other Agreement. Similarly, a disallowance under a prior Agreement may be offset against this Agreement.

- 4.2.13 Partial Payment. If Contractor fails to perform specified services, provide specified products or perform services or provide products timely and in accordance with specified requirements, Contractor shall be paid only the reasonable cost for the services performed or products provided for the payment period as determined by the COTR.
- 4.2.14 Project Generated Revenue. Project Generated Revenue realized by Contractor in excess of the Agreement budget shall be utilized in support of the Project.
- 4.2.14.1 Project Generated Revenue and Expenditures shall be reported at the end of the Agreement period.
- 4.2.14.2 With COTR approval, Contractor may expend a remaining balance of project generated revenue in the term of a subsequent County Agreement in support of this Project.
- 4.2.15 Rate of Expense. Contractor shall control its rate of expense in relation to units of service and anticipated revenues.
- 4.2.16 Contractor shall inform the COTR when it is anticipated that the need for services will exceed the approved service units and budget; however, Contractor's claim/invoice shall not exceed the approved budget.
- 4.2.17 Any records of revenues, expenditures and/or clinical records under this Agreement shall be subject to compliance with federal, State or local laws or regulations and may be audited and/or reviewed by the County and/or the appropriate federal, State or County agency. In the event of an audit disallowance of any claimed cost which is subject to compliance with federal, State or local law or regulations, Contractor shall be liable for any costs or lost revenue resulting therefrom.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Technical Representative ("COTR")
- 5.1.1 County's COTR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COTR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COTR and Contractor. All inquiries about such AA will be referred directly to the COTR.
- 5.2 Agreement Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COTR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and the Contractor. Should the Contractor not concur with the minutes, the

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Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**ARTICLE 6
CHANGES**

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

**ARTICLE 7
TERMINATION**

- 7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages For Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.

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- 7.3 County Exemption From Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.5 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
 - 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.5.4.1 Improperly submitted claims, or
 - 7.5.4.2 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.3 Any breach of any term or condition of the Agreement, or
 - 7.5.4.4 Any actions under any warranty, express or implied, or
 - 7.5.4.5 Any claim of professional negligence, or
 - 7.5.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension Of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- 7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Conformance With Rules And Regulations. Contractor shall be in conformity with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

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- 8.3 Equal Opportunity. Contractor shall comply with the provisions of [Title VII of the Civil Rights Act of 1964](#) in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in [Article IIIk \(commencing at Section 84\)](#) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COTR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with [Title IX of the Education Amendments of 1972](#); [Title VII of the Civil Rights Act of 1964](#) (42 U.S.C. 2000-d), the [Age Discrimination of 1975](#) (42 U.S.C. 6101), [Article 9.5, Chapter 1, Part 1, Division 2, Title 2 \(Section 11135, et seq\) of the California Government Code](#), [Title 9, Chapter 4, Subchapter 6 \(Section 10800, et seq.\) of the CCR](#) and [California Dept of Social Services Manual of Policies and Procedures \(CDSS MPP\) Division 21](#).
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in [Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances](#).
- 8.7 American With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures or the Board of Supervisors of the County.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use [Policy C-25](#). This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

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8.11.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:

8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and

8.12.3 Zero Tolerance For Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and

8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and

8.12.5 Zero Tolerance In Coaching Medi-Cal Or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other Agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

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- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under [Section 4 of the Clayton Act \(15 U.S.C. Sec. 15\)](#) or under the [Cartwright act \(Chapter 1\) \(commencing with Section 16700\) of Part 2 of Division 7 of the Business and Professions Code](#), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.15 Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:
- 8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- 8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 8.15.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

**ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, 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. The Contractor shall not employ any person having any such interest in the performance of 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.

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Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Consultant acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor; Privileged Information

9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.

9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by [Section 67 of the San Diego County Administrative Code](#), Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or

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statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10
INDEMNITY AND INSURANCE**

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

**ARTICLE 11
AUDIT AND INSPECTION OF RECORDS**

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to: (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either: (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is

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directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.3 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:
- 11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.4 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

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13.2 Ownership, Publication, Reproduction And Use Of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement 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 County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

13.3 Confidentiality. County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

13.4 Maintenance Of Records. Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within forty-eight (48) hours of the request.

13.5 Custody Of Records. County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.

13.6 Audit Requirement. Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes [Single Audit Act Amendments, Public Law 104-156](#), and [OMB Circular A-133](#). Contractor shall include a clause in any Agreement or Agreement Contractor enters into with an audit firm to provide access by the County, State, Federal Government to the working papers of the independent auditor who prepare the audit for Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with [OMB Circular A-133](#), and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

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- 13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COTR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.8 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14
(RESERVED)**

**ARTICLE 15
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COTR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

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- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be to the COTR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COTR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement.

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- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use at the program. Contractor shall report all such incidents to the COTR within one (1) work day of their occurrence.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within forty-eight (48) hours of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility under this agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any contractor staff or volunteer assigned to sensitive positions funded by this contract. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client.
- 16.21.1 Criminal Background Check. Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.21.4. At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).
- 16.21.2 Contractor shall either utilize a subsequent arrest notification service during employee or volunteers' tenure or check California criminal history annually.
- 16.21.3 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.3 "Maintenance of Records."
- 16.21.4 Definitions
- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
 - B. Minor: Individuals under the age of eighteen (18) years old.
 - C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the contract or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
 - D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical

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and/or mental capacity that which may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

E. Volunteer: A person who performs a service willingly and without pay.

16.22 Health Insurance. Contractor shall ask any client who is a parent or guardian of any minor(s), if all the minors for whom they are responsible have health insurance coverage. If the response for any child is “no” Contractor shall provide the client with County provided referral information. *Remove if not applicable*

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SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this ____ day of ____ 20__ (“Effective Date”) and end on ____ 20__ (“Initial Term”) for a total Agreement period of ____ years.

OPTION TO EXTEND. The County’s option to extend is for ____ increments of ____ year(s) each for a total of ____ years beyond the expiration of the Initial Term, not to exceed ____, 20__, pursuant to Exhibit C Payment Schedule, budget *or adjustment factor identified*. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written unilateral Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

COMPENSATION. Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed ____ dollars (\$ XXXX) for the initial term of this Agreement and ____ (\$ XXXXX) for each of the XXX one year option periods, for a maximum Agreement amount of ____ (\$XXXX), in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the contract price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

COTR. The County has designated the following individual as the Contracting Officer’s Technical Representative (“COTR”).

Name and Title
Address
Address
Phone, FAX and email

CONTRACTOR’S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor’s Representative.

Name and Title
Address
Address
Phone, FAX and email

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

[CONTRACTOR NAME]

By: _____
WINSTON F. McCOLL, Director,
Department of Purchasing and Contracting

By: _____
Name and Title

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY *[use only for Agreements > \$100,000, or where the std form is modified]*

By: _____ Date: _____
Senior Deputy County Counsel |

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EXHIBIT A – PERFORMANCE WORK STATEMENT

1. SCOPE OF WORK

The Psychiatric Emergency Response Team (PERT) contributes to the well-being of individuals experiencing a mental health crisis who have come in contact with law enforcement, as described in Paragraph 4, Target Population. PERT has been designed to improve collaboration between the behavioral health and law enforcement systems with the goal of more humane and effective handling of incidents involving law enforcement officers and individuals with mental illness, developmental disabilities and /or substance use disorders. Services should address the following basic functions:

- Provide mental health and substance use consultation, case coordination, linkage and limited crisis intervention services to clients who come in contact with law enforcement officers;
- Develop and provide a training program for law enforcement personnel for the purpose of improving their ability to identify and effectively intervene with individuals with mental illness, developmental disabilities and /or substance use disorders;
- Develop a data system which will facilitate a detailed analysis of the community service needs of individuals with mental illness, developmental disabilities and /or substance use disorders who come in contact with law enforcement officers that will compliment the San Diego County Mental Health Services MIS system;
- Develop a neighborhood/community outreach program involving the neighborhood police teams, local business organizations and citizens; and
- Provide program coverage seven days a week from 6:00 a.m. to midnight. Note: Days and hours are subject to change based on law enforcement needs and calls for service.

2. BACKGROUND

The Adult/Older Adult Mental Health Services System of Care is based on Biopsychosocial and Rehabilitation (BPSR) principles that have proven to be effective in reducing psychiatric hospitalization and assisting mental health participants to become more productive community members. For more information, visit the link located at:

https://uspra.ipower.com/Certification/USPRA_CORE_PRINCIPLES2009.pdf.

- 2.1 California voters approved Proposition 63, Mental Health Services Act (MHSA), in 2004. The MHSA increased funding for the community mental health system and laid the groundwork for the transformation of the mental health service delivery system from a “fail first” system, to one that promotes early intervention and recovery. All MHSA programs are wellness-focused, client/family-driven, and designed to create integrated service experiences while demonstrating cultural competency and community collaboration. The goal is to increase access to unserved and underserved individuals and families by reducing disparities in the service system. The MHSA is comprised of five components of services and/or program supports for which the funding established may be spent: Community Services and Supports (CSS), Workforce Education and Training (WET), Capital Facilities and Technological Needs (CF/TN), Prevention and Early Intervention (PEI), and Innovation (INN) Programs.
- 2.2 County and HHSA Strategic Initiatives: As part of the County’s General Management System and Strategic Plan, this competitive procurement process will be an important part of the County’s strategic initiative of Promoting Safe and Livable Communities by improving access to Mental Health Services. This innovative program will increase access to care by strategically

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engaging participants who are reluctant or avoidant of mental health treatment in voluntary outpatient mental health treatment programs.

The County's Strategic Plan is located at:
http://www.sdcountry.ca.gov/dmpr/gfx/CAO_Strategic_Plan/.

The County's General Management System is at
<http://www.co.san-diego.ca.us/cao/docs/completegms.pdf>.

This program also supports HHSA's Live Well, San Diego! initiative in Building a Better System. The Live Well, San Diego! initiative is located at:
http://www.sdcountry.ca.gov/hhsa/programs/sd/health_strategy_agenda/index.html.

3. OUTCOME OBJECTIVES

3.1 Outcome objectives – Contractor shall achieve the following outcome objectives:

- 3.1.1 PERT Interventions: At a minimum, 75% or greater, PERT intervention cases shall result in de-escalation of violence to self, others or property as measured by data collected for each PERT intervention (3.1.5).
- 3.1.2 50% or greater PERT interventions result in avoided hospitalization or incarceration.
- 3.1.3 In the Core Program,- Contractor shall provide 3,862 crisis intervention contacts and 5,500 community service contacts during the fiscal year, for a combined total of 9,362 contacts.
 - 3.1.3.1 Crisis intervention contacts are defined as a response to an unplanned event enabling client to cope with a crisis while maintaining his/her status as a functioning community member to the greatest extent possible.
 - 3.1.3.2 Community Service contacts are defined as mental health services that are provided in the community at large and are generally intended to be outreach activities to persons or organizations.
- 3.1.4 In the Mental Health Services Act (MHSA) program, contractor shall provide 2,660 crisis intervention contacts and 4,180 community service contacts during the fiscal year, for a combined total of 6,840 contacts.
- 3.1.5 PERT clinicians shall document the immediate outcome of the PERT intervention including the clients' disposition, demographic information, the client's level of violence and to whom the client was referred by entering the information into the Management Information System designated by the County.
- 3.1.6 PERT Training: 85% of Contractor distributed course evaluations shall indicate increased knowledge of the subject matter covered by the training. When course evaluation results fall below 85%, Contractor shall review and evaluate the training curriculum and evaluations received from the training participants to identify and implement improvements to the training.

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- 3.1.7 Contractor shall obtain distributed course evaluations and as appropriate, administer pre and post-tests for all law enforcement training sessions or training modules.
- 3.1.8 Contractor shall provide training to a minimum of 75 families, clients, providers, and police dispatchers combined, to appropriately respond and interact with law enforcement in the event a mental health crisis arises to the level that 911 emergency assistance is needed.
- 3.1.9 Contractor shall provide training to a minimum of 75 sworn officers and police dispatchers to appropriately respond to a behavioral health crisis when 911 emergency assistance is needed. Contractor shall provide six (6) Intro to Mental/Behavioral Health courses during the fiscal year. PERT courses shall be a full eight-hour day and shall focus on identifying mental health symptoms, responding to mental health emergencies, suicide prevention, crisis de-escalation, substance use disorders and community resources utilizing a trauma informed approach.

4. TARGET POPULATION AND GEOGRAPHIC AREA

Contractor shall provide Countywide services to individuals with a behavioral health crisis who have come in contact with local law enforcement agencies and/or who need immediate mental health crisis intervention and/or assessment. Contractor shall focus on sub-specialty relationships with Transitional Age Youth (TAY) and Older Adult populations in the community. Contractor shall provide services to the citizens residing in underserved communities and to San Diego County's military Veteran population.

5. GENERAL REQUIREMENTS FOR SERVICE DELIVERY

5.1 Crisis Intervention and Client Services

- 5.1.1 Contractor shall provide, operate and maintain a Psychiatric Emergency Response Team in collaboration with County's Mental Health Plan and law enforcement agencies throughout San Diego County.
- 5.1.2 Contractor shall provide culturally relevant services for the target population (as described in Paragraph 4) through the operation of PERT.
- 5.1.3 Contractor shall provide mobile crisis interventions to individuals who are experiencing a mental health crisis when they come in contact with law enforcement.
- 5.1.4 Contractor shall provide mental health support services/consultations to law enforcement agencies throughout the County.
- 5.1.5 Contractor shall refer and link individuals to needed services.
- 5.1.6 Contractor shall reduce inappropriate hospitalization and/or incarceration for clients and to refer the client to the most appropriate, least restrictive mental health program.
- 5.1.7 Contractor shall provide direct client interventions in conjunction with law enforcement officers.

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- 5.1.8 Contractor shall provide client follow up services as appropriate. Follow ups shall include services to high risk individuals who have limited or no connection with the behavioral health system in San Diego or who are experiencing a lengthy delay in obtaining the services they need, individuals who are elderly, psychotic, suicidal or homicidal but do not need inpatient criteria at the time of contact or who were taken to a hospital by PERT and recently released. PERT team shall provide up to three follow ups as appropriate based on a determination by the PERT team and verbal permission from the client. Four or more follow up services must be approved by the Contractor's Executive Director who will render additional assistance to facilitate linkage and admission to appropriate providers.

5.2 Training and Community Outreach

- 5.2.1 Contractor shall recruit, train, and provide on-going training for clinical staff.
- 5.2.2 Contractor shall ensure provision of training for law enforcement and clinical PERT staff regarding mental health and related topics and developmental disabilities.
- 5.2.3 Contractor shall conduct monthly "Roundtable" meetings for local law enforcement, providers and clinicians in geographical locations to ensure countywide coverage. At a minimum, the geographic locations shall include: North, Central, East and South. Contractor shall attend mandatory meetings as directed by COTR with local agencies as they pertain to PERT and the community, including: LPS, Hospital Partners, Public Safety meeting, and Mental Health Advisory Board meetings. Contractor will be notified by the County if additional meetings are required in response to an emergency situation or unforeseen circumstance.
- 5.2.4 Contractor shall provide a minimum of quarterly training days for law enforcement and PERT program clinicians, to include topics relevant to PERT services such as: Policy and Procedure review, discussion Operational and Clinical scenarios between clinicians and law enforcement, in-services training from referral sources, etc.
- 5.2.5 Contractor shall provide a minimum of quarterly training days to law enforcement. Quarterly training may include the PERT Academy, Treatments and Medications, Cultural Awareness, etc.
- 5.2.6 Contractor shall provide quarterly Patient Advocate training to law enforcement and PERT program clinicians.
- 5.2.7 Contractor shall provide education and information outreach programs, including a minimum of six presentations, about PERT to the public agencies, local business organizations, residents and community members.
- 5.2.8 Contractor shall provide education, training, and support to law enforcement and other community mental health providers to help serve individuals who are in crisis and in need of mental health services.
- 5.2.9 Contractor shall provide a minimum of quarterly presentations about PERT to providers, such as client run clubhouses, hospitals, schools, public service clubs, community mental health programs.

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5.2.10 Contractor shall maintain an up-to-date listing of community resources adequate to meet the needs of target population.

5.2.11 Contractor shall adhere to all County required training requirements.

5.3 Staffing and County Requirements

5.3.1 Contractor shall develop internal written policies, procedures and protocols for all mental health client services.

5.3.2 Contracted staff providing direct services to mental health clients shall be licensed/registered practitioners in the State of California.

5.3.3 Contracted staff shall have experience, education and training to serve and meet the needs of the target population.

5.3.4 Contractor shall be notified by the County in advance of any required training. County may provide notification to the Contractor of all trainings via email to a designee of the Contractor.

5.3.5 Contractor shall develop and sign Memoranda of Understanding/Partnership Agreements (MOU/PA) within first thirty (30) days of contract execution with law enforcement agencies and other appropriate agencies to outline each agency's role in connection with the PERT program. Contractor may use existing, signed MOU/PAs that address the needs of the services and functions of this program. Contractor shall provide the COTR with copies of each signed MOU/PA related to the PERT program.

5.3.6 Clinical Staff Association (CSA): Contractor shall support the activity of the San Diego County Mental Health Services Clinical Staff Association (CSA) by disseminating material and releasing staff to attend meetings, as resources permit.

5.3.7 Contractor shall recognize that the County of San Diego has the following scheduled holidays and County agencies may be difficult to contact:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Friday following Thanksgiving
Easter	Veteran's Day
Memorial Day	Christmas Day
Independence Day	

5.3.8 Disaster Response: In the event that a local, state, or federal emergency is proclaimed within San Diego County, Contractor shall respond in accordance with Organizational Provider Operations Handbook located at the TRL.

5.3.9 Contractor shall comply with all applicable provisions of the Organizational Provider Operations Handbook and its appendices, located at the Technical Resource Library which will be updated periodically.

5.3.10 Contractor shall comply with all applicable provisions of the Organizational Provider Financial Eligibility and Billing Procedures Manual located at the Technical Resource Library, which will be updated periodically.

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- 5.3.11 Contractor shall comply with all applicable provisions of the Adult/Older Adult Mental Health Documentation and Uniform Clinical Records Manual, located at the Technical Resource Library, which will be updated periodically.
- 5.3.12 Technical Resource Library (TRL) is located at:
http://www.sdcounty.ca.gov/hhsa/programs/bhs/mental_health_services_act/technical_resource_library.html
- 5.3.13 Contractor shall adhere to funding source regulations and outcomes, including, but not limited to MHSA, PATH, and SAMHSA. COTR shall identify applicable funding source regulations and outcomes at commencement of contract and whenever funding source regulations and outcomes change.
- 5.3.14 Communication and Coordination
- 5.3.14.1 Contractor shall obtain, provide, utilize, and maintain capacity to communicate in a timely fashion, returning messages within 24 hours with the COTR via all of the following: electronic mail (e-mail), fax, telephone and voice mail.
- 5.3.14.2 Contractor shall participate in scheduled provider meetings to further the development of an integrated system of care.
- 5.3.15 Program Management
- 5.3.15.1 Contractor shall provide Program Management, which includes business and administrative planning, organizing, directing, coordinating, and approving actions designed to accomplish overall program objectives.
- 5.3.15.2 Contractor shall identify lead Program Manager to provide administrative and clinical leadership, be responsible for the day-to-day operations of the program, and be accessible to Adult/Older Adult Behavioral Health Services (BHS) by telephone and by e-mail during program's regular office hours.
- 5.3.15.3 Contractor shall provide COTR an organizational chart identifying key personnel and reporting relationships when contract is executed, and within 72 hours of any changes to organizational structure.
- 5.3.15.4 Contractor shall notify COTR prior to personnel change in Program Manager Position (or its equivalent).
- 5.3.15.5 A written plan for program coverage and personnel transition shall be submitted to Adult/Older Adult BHS at least 72 hours prior to any personnel change in Program Manager Position.

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- 5.3.15.6 Resume of candidate for replacement shall be submitted to COTR for Adult/Older Adult BHS review and comment at least 72 hours prior to hiring.
- 5.3.16 Client Rights: Contractor shall comply with Federal, State and County requirements regarding client rights, including grievances and appeals, as described in the Organizational Provider Operations Handbook located at the TRL.
- 5.3.17 Cultural Competence: Contractor shall comply with cultural competence requirements as referenced in the Organizational Provider Operations Handbook and shall demonstrate integration of cultural competence standards described in the San Diego County Mental Health Services (SDCMHS) Cultural Competence (CC) Plan located at the TRL.
- 5.3.17.1 Contractor shall provide a Human Resource Plan that includes how Contractor shall recruit, hire and retain bilingual and culturally diverse staff.
- 5.3.17.2 Contractors shall provide a CC Plan that is consistent with the SDCMHS CC Plan 2010. This may be the Legal Entity's CC Plan.
- 5.3.17.3 Contractor shall identify a process to determine bilingual proficiency of staff at a minimum in the threshold languages for the County which include English, Spanish, Tagalog, Vietnamese and Farsi.
- 5.3.17.4 Contractor shall use the Culturally Competent Program Annual Self-Evaluation (CC-PAS) and the California Brief Multi-Cultural Competency Scale (CBMCS) as tools to determine the levels of cultural competency as a provider and staff person, respectively. These tools are found in the Organizational Provider Operations Handbook and also located at the TRL
(http://www.sdcounty.ca.gov/hhsa/programs/bhs/mental_health_service_s_act/technical_resource_library.html). COTR shall advise the Contractor when there is a need to use other evaluation tools.
- 5.3.17.5 100% of staff shall participate in at least four (4) hours of cultural competence training per fiscal year.
- 5.3.18 Co-Occurring Initiative: Contractor shall support the County of San Diego's Co-Occurring Initiative and adopt the Comprehensive, Continuous, Integrated System of Care (CCISC) model that espouses a treatment and recovery philosophy and promotes the integrated treatment of participants with mental illness and substance use issues. When applicable, or as determined by the COTR, Contractor shall be dually capable through compliance with all applicable provisions in the Organizational Provider Operations Handbook.
- 5.3.19 Compliance Program: At all times during the term of this contract, Contractor shall maintain a compliance program in accordance with the Organizational Provider Operations Handbook located at the TRL.
- 5.3.20 Quality Improvement: Contractor shall comply with AOAMHS Quality Improvement Program provisions, as described in Organizational Provider Operations Handbook

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located at the TRL, may include, but not be limited to: Client Outcomes; MHSA Outcomes; Serious Incident Reporting; and Program Status Report.

- 5.3.21 Utilization Management: Contractor shall perform Utilization Management activities in accordance with Organizational Provider Operations Handbook located at the TRL.
- 5.3.22 Traffic Violations: Contractor shall not allow transporting participants any person convicted of any serious traffic violation, including, but not limited to, violations listed below:
 - 5.3.22.1 Any combination of Driving Under the Influence or Failure to Appear which totals more than two in the past five years;
 - 5.3.22.2 At fault Hit and Run accident in the past five years;
 - 5.3.22.3 At fault accidents which total more than three in the past five years;
 - 5.3.22.4 Reckless Driving offenses, which total more than two in the past five years.
- 5.3.23 Criminal Background Clearance: Contractor shall comply with all applicable provision of Article 16 section 21 of the Pro Forma Agreement.
 - 5.3.23.1 Contractor's Staff: Contractor's employees, consultants, volunteers, who work on this contract and work directly with minors, shall have clearances for work with minors completed by the Contractor prior to employment and annually thereafter as defined in the Organizational Provider Operations Handbook.
- 5.3.24 Contractor and its agents and employees are subject to and shall comply with the Child Abuse Reporting Law (California Penal Code section 11164) and Adult Abuse Reporting Law (California Welfare and Institutions Code section 15630).

6. DATA COLLECTION AND REPORTING REQUIREMENTS

- 6.1 Contractor shall collect and enter the following data into the County designated Management information System (MIS) system:
 - 6.1.1 Client demographics (including age, sex, ethnicity, etc.);
 - 6.1.2 Date and time of contact;
 - 6.1.3 Description of the incident;
 - 6.1.4 Client disposition and level of violence; and
 - 6.1.5 Action taken and to whom the client was referred.
 - 6.1.6 Contractor shall comply with applicable Organizational Provider Operations Handbook provisions including, but not limited to: Data Collection; Accuracy of Data; Financial Eligibility and Billing Procedures; Medi-Cal Administrative Activity (MAA); and Additional Outcome Measures.

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- 6.2 Contractor shall document any consultation, training and client services in accordance with policy and procedures for Outreach/Community Services.
- 6.3 Contractor shall record all direct and indirect client contacts on the Client/Data Entry Form, or an alternative form approved by the COTR.
- 6.4 Program Status Reports
- 6.4.1 Format of the Program Status Report shall be as directed by Adult/Older Adult BHS and shall include information as included in the Status Report template.
 - 6.4.2 Compliance shall be measured by accurate completion of all sections of each report and by timely submission.
 - 6.4.3 Data collection as requested by the County to include:
 - 6.4.3.1 Use of instruments determining outcome objectives as directed by the County.
 - 6.4.3.2 Monthly or quarterly reporting as requested by the COTR of results for outcome objectives.
 - 6.4.3.3 Additional outcomes may be identified by the State Department of Mental Health (DMH) and will be included as required. Contractor shall utilize designated database to record and track outcomes, if deemed mandatory by the County and COTR.
 - 6.4.3.4 Ad hoc reporting as required.
- 6.5 Budget Reporting: Contractor shall report separately on MHSA, MIS MHSA, and Non-MHSA budgets per guidelines in Exhibit C.
- 6.6 Contractor shall enter data within 48 hours of occurrence in the County designated Management Information (MIS) system. (See 3.1.5).
- 6.7 Critical Incident Reporting: Contractor shall report Critical Incidents according to the policy and procedure in the Organization Provider Operations Handbook. Contractor shall report critical Incidents to the COTR within 24 hrs of occurrence.

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EXHIBIT B – INSURANCE REQUIREMENTS

ARTICLE 1

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability required if Contractor provides or engages any type of professional services, including, but not limited to, medical professionals, counseling, services, or legal services.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of fifty percent (50%) of any such aggregate limit must remain available at all times; if over fifty percent (50%) of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two (2) years following termination of completion of Contractor's work pursuant to the Contract.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents,

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employees, and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Copies of renewal certificate and amendatory endorsements shall be furnished to County within thirty (30) days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if, in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

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11. Claims Made Coverage

If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor’s commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two (2) years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors’ Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors’ coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors’ failure to maintain required coverage.

13. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled “Indemnity” of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

ARTICLE 2
[RESERVED]

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1. Method of Payment for this contract is Cost Reimbursement.
2. Additional Directions to support detailed attached budget.
3. Invoice. Where the term “invoice” is used in Pro Forma Article 4, “cost report” may be substituted as appropriate.
4. Total Direct Labor Cost. Reimbursable direct labor cost for direct labor and program management staff incurred by Contractor in the performance of this Agreement shall be limited to the total amount budgeted for such cost in Exhibit C, Contractor’s Budget. The sum of any and all such expenditures shall not exceed the total amount budgeted for the Salaries and Benefits category plus any allowable unexpended Operating Expenses without the prior written approval of the COTR.
 - 4.1. Unexpended Salaries and Benefits, up to 10% of total budgeted amounts, may be applied to Operating Expenses.
 - 4.2. Unexpended Salaries and Benefits that may be applied to Operating Expenses may be from temporary vacancies of budgeted staff.
 - 4.3. Unexpended Salaries and Benefits may be applied directly to any temporary replacement staff and do not require prior County approval as long as costs do not exceed amounts budgeted for these positions.
 - 4.4. Staffing changes, including addition or deletion of budgeted staff, shall require prior COTR approval. Individual salaries may be exceeded up to 5% without prior COTR approval.
5. Total Other Direct Cost. Reimbursable operating costs incurred by Contractor in the performance of this Agreement shall be limited to the total amount budgeted for such expenses in Exhibit C. The sum of any and all such expenditures shall not exceed the total amount budgeted for the Operating Expenses category plus any allowable unexpended Salaries and Benefits without the prior written approval of the COTR.
 - 5.1. Unexpended Operating Expenses, up to 10% of total budgeted amounts, may be applied to Salaries and Benefits.
 - 5.2. The budgeted amounts for Operating Expenses line items may be exceeded as long as the total of all items does not exceed the total budgeted Operating Expenses (including any allowable unexpended Salaries and Benefits, except for Leasehold Improvements, Consultants, Interest Expense, and Depreciation).
 - 5.3. Consulting expenses shall be budgeted on Agreement Budget and shall not be exceeded without prior COTR approval, with the exception of temporary staffing. All other consulting services not previously budgeted shall require prior written COTR approval.
 - 5.4. Budgeted amounts for Leasehold Improvements, Interest Expense, and Depreciation shall not be exceeded without prior written COTR approval.
 - 5.5. No expense shall be allowed for any line item that does not have an amount budgeted.
6. Fixed Assets. All fixed asset expenses shall be budgeted and itemized on the Agreement Budget, and no fixed asset budget line item shall be exceeded without prior written COTR approval.
7. Total Indirect Cost. Reimbursable indirect costs incurred by Contractor in the performance of this Agreement shall be limited to the total amount budgeted for such cost in Exhibit C. The sum of any and all such costs shall not exceed the total amount budgeted for the Indirect Cost category without the written approval of the COTR. Reimbursable indirect costs shall be limited such that the ratio of actual total Indirect Cost to actual total Gross Cost shall not exceed the ratio of budgeted Indirect Cost to budgeted Gross Cost.
8. Other Revenue Sources.
 - 8.1. Mental Health Services: Contractor shall determine and claim revenues from all other applicable sources other than the County as reimbursement for the cost of services rendered to clients pursuant to this Agreement and in compliance with all applicable rules and regulations including [Mental Health Organizational Provider Financial Eligibility and Billing Procedures Manual](http://www.sdcounty.ca.gov/hhsa/programs/bhs/documents/Financial_Eligibility_and_Billing_Man). (http://www.sdcounty.ca.gov/hhsa/programs/bhs/documents/Financial_Eligibility_and_Billing_Man)

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9. Multiple Cost Centers. In agreements that have multiple programs with separate budgets submitted for each cost center or program, any adjustment between individual program budgets shall have the prior written approval of the COTR. Any excess funds shall remain and be utilized in the cost center where originally allocated or may be reallocated by the COTR for other appropriate services.
10. The County Fiscal Year (CFY) is July 1st through June 30th. For Contracts that are Calendar Year or Initial Terms that do not fall within a CFY, Contractor may be required to submit two budgets within a 12-month period. For example: (1) For a Calendar Year Contract (January - December), the Contractor may be required to submit a budget for the period January 1st through June 30th, and for the period July to December. (2) For an 18-month Contract Initial Terms, Contractor will submit a budget beginning with the Start Date of the Contract through June 30, and a budget to cover July through June 30 of the following year.