



**A Tradition of Stewardship  
A Commitment to Service**

**Health and Human Services Agency  
Community Response Initiative to Strengthen Emergency Systems Act (CRISES)  
Request For Proposals (RFP)**

**Proposal Number: HHSA 066**

**ISSUED BY:  
NAPA COUNTY HEALTH AND HUMAN SERVICES AGENCY –  
QUALITY MANAGEMENT DIVISION**

**Release Date: MAY 26, 2023**

**Due Date: JUNE 16, 2023**

Send inquiries via e-mail to  
[HHSARFP@countyofnapa.org](mailto:HHSARFP@countyofnapa.org)

*An Equal Opportunity Employer  
Auxiliary aids and services are available  
upon request to individuals with disabilities.*

Contents

CALENDAR OF KEY EVENTS.....ii

SERVICES .....1

DEFINITIONS OF TERMINOLOGY .....1

COMPENSATION.....9

PROPOSAL PROCESS .....9

QUESTIONS REGARDING THE RFP.....10

PROPOSAL COMPONENT REQUIREMENTS:.....10

VENDOR QUALIFICATIONS AND EXPERIENCE .....11

REFERENCES.....12

PROFESSIONAL SERVICES AGREEMENT .....12

INSURANCE REQUIREMENTS.....12

LOCAL VENDOR PREFERENCE POLICY .....13

PRE-AWARD RISK ASSESSMENT.....13

EVALUATION OF PROPOSALS .....13

PROVISION OF INFORMATION TO RESPONDENTS .....14

PROPOSAL SUBMISSION, DUE DATE AND LATE PROPOSALS .....15

VENDOR INQUIRIES .....15

RFP ADDENDA .....16

APPEALS.....16

RESOLUTION PROCESS.....17

APPEAL TO THE BOARD OF SUPERVISORS .....17

STAY OF PROCUREMENT ACTION DURING A PROTEST .....18

ATTACHMENTS .....18

**ATTACHMENT A** .....19

**ATTACHMENT B** .....22

**ATTACHMENT C** .....23

**ATTACHMENT D** .....25

**ATTACHMENT E** .....26

**CALENDAR OF KEY EVENTS**

<b>ACTIVITY</b>	<b>DATE*</b>
Release of Request for Proposal .....	May 26, 2023
Questions Due 5:00 pm .....	June 1, 2023
Responses to Questions posted to website.....	June 8, 2023
Proposals Due 5:00 pm .....	June 16, 2023
Proposal Review and Selection.....	June 19, 2023 – June 20, 2023
Notice of Intent to Negotiate .....	June 20, 2023
Contract Negotiations and Development.....	June 21, 2023 – June 22, 2023
Notification of Intent to Award.....	June 22, 2023
Contract Awarded.....	June 30, 2023
Implementation.....	October 1, 2023
Commencement of Services.....	December 1, 2023

**\* Dates are subject to change at the sole discretion of Napa County. If dates for Questions Due or Proposals Due change, the change will be published via an Addendum attached to the RFP.**

## **SERVICES**

The Napa County Behavioral Health Division Announces a Request for Proposals (RFP) from qualified agencies/ organizations to administer and provide mobile mental health crisis services during identified after hours, weekends and holidays as part of a 24-hour crisis response continuum of care.

## **DEFINITIONS OF TERMINOLOGY**

The following are definitions that are relevant to this RFP, including appropriate abbreviations.

This section contains definitions that are relevant to this RFP, including appropriate abbreviations.

**Applicant:** Any person, corporation, or partnership which chooses to submit a proposal.

**Beneficiary:** An individual of any age who is receiving Medi-Cal and is experiencing a mental health and/or substance use disorder (SUD) crisis.

**CDSS:** California Department of Social Services

**Community-Based Organization (CBO)-** Public or non-profit organization, or organization fiscally sponsored by a nonprofit, that can demonstrate its ability to effectively provide community-based alternatives to law enforcement and has a demonstrated involvement with the identified communities to be served.

**Contract:** An agreement for the procurement of items of tangible personal property or services.

**Contractor:** The applicant that will be selected to partner with Napa County to operate mobile crisis response.

**Culturally Appropriate Services:** Culturally appropriate services recognize and address the significant cultural differences in unserved/underserved cultures by adapting service delivery, language and practices to be more accessible and effective.

**Contract Year:** The period beginning July 1 of each year and ending June 30 of the following year.

**C.R.I.S.E.S. :** Community Response Initiative to Strengthen Emergency Systems Grant Pilot Program

**DHCS:** California Department of Health Care Services

**HHS:** Napa County Health and Human Services Agency.

**Mandatory:** The terms “must”, “will”, “shall”, “is required”, or “are required” identify a mandatory item or factor.

**Mobile Crisis Encounter:** The complete suite of services in a mobile crisis response that meets requirements for Medi-Cal reimbursement. Components include: Initial face-to-face crisis assessment; mobile crisis response; crisis planning; follow up check-ins.

**Mobile Crisis Response:** An in-person response to the location, or an alternate location of the beneficiary’s choosing, where the individual is experiencing a mental health crisis. Examples include: houses, workplaces, libraries, parks, schools, homeless shelters, outpatient clinics, assisted living facilities and primary care provider setting.

**MRT:** Mobile Response Team

**Qualified Applicant:** An applicant is considered Qualified if they submit a proposal that satisfactorily addresses the information requested, provides evidence of sufficient organizational and financial resources to ensure viability, documentation of experienced management and trained personnel, and a narrative that provides assurance that withdrawal management and residential treatment services will adequately serve the needs of Napa County consumers.

**Request for Proposals (RFP):** All documents, including those attached or incorporated by reference, used for soliciting proposals.

**Review Panel:** A committee composed of consumers, providers, and County staff that will be responsible for review and evaluation of C.R.I.S.E.S Grant Program Proposals and the funding recommendation to the Behavioral Health Director.

### **Background**

The CalAIM Mobile Crisis Services benefit ensures that Medi-Cal beneficiaries have access to coordinated crisis care 24 hours a day, 7 days a week beginning December 31, 2023. Mobile crisis services are designed to provide community-based crisis resolution and reduce unnecessary law enforcement involvement and emergency department utilization while supporting populations. Mobile Crisis Services include screening, assessment, stabilization, de-

escalation, follow up and coordination with healthcare services and other supports.

Mobile crisis responses are an integral part of California’s efforts to strengthen the continuum of community-based care for individuals experiencing a behavioral health crisis. Mobile crisis responses are intended to provide emergency response services to increase the likelihood that behavioral health crises are responded to by behavioral health professionals and reduce reliance on law enforcement and other first responders.

A mobile response encounter includes

- Initial face-to-face crisis assessment
- Mobile crisis response
- Crisis planning
- Follow up check in(s) by the mobile crisis team

Napa County Behavioral Health is seeking proposals from Community Based Organizations (CBOs) to partner to implement an emergency response pilot through the Community Response Initiative to Strengthen Emergency Systems (C.R.I.S.E.S) Grant Pilot Program providing after hours, weekend and holiday coverage for mobile response services. The applicant shall provide a narrative and supporting documentation that addresses the work plan activities outlined below.

### **Current Practices**

Napa County Health and Human Services – Behavioral Health Division currently provides mobile crisis response to residents within the County of Napa regardless of age or location or benefit status. Services are provided Monday through Friday 8am-5pm, with plans to expand to 8am to 9pm 7 days per week.

### **SCOPE OF WORK**

#### **Services Requested**

##### **1. After Hours Mobile Response**

Upon launch, Napa County Mental Health will have a single telephone number that beneficiaries who may be require mobile crisis services can contact in order to reach live staff 365 days per year. Through this telephone line, mobile crisis providers screen using a dispatch tool to determine whether a mobile crisis dispatch is appropriate. The program shall provide the following services:

##### **A. Response to Mobile Response Team Crisis Number:**

1. Between the hours of 9pm and 9am, accept calls placed to the Mobile Response

Team Crisis Number 365 days per year. Screen for an in-person mobile response during crisis situations by using the County's state-approved response determination screening tool.

2. When in-person responses are indicated, deploy to the community-based location within one hour.
3. If a response is not warranted, provide referrals for supportive services as needed via phone.

#### **B. Mobile Crisis Response**

During a mobile response, utilize the County's standardized Crisis Assessment tool to help determine the disposition of the in-person response. Outcomes of crisis responses may include, but are not limited to:

- Trauma-informed on-site intervention for de-escalation of behavioral health crisis
- Skill development, psychoeducation and identification of resources to stabilize the beneficiary
- Safety planning
- Immediate coordination with crisis stabilization facilities (crisis stabilization units, withdrawal management, etc.) and transportation
- Provision of harm reduction interventions, including administration of naloxone to reverse an opioid overdose, as needed.

Respondents must demonstrate experience providing community-based alternatives to law enforcement or civilian crisis communities with a demonstrated need for community-based law enforcement. Additionally, respondents must demonstrate interventions that serve historically marginalized populations and the ability to provide culturally appropriate services that are tailored individually.

#### **C. Transportation**

Respondents must demonstrate the ability to respond to crises and provide for or arrange transportation in situations when there is a need for a higher level of care, such as a crisis stabilization unit, withdrawal management or emergency department.

#### **D. Follow Up Services/Transition**

Communicate with the identified County program regarding after-hours mobile crisis responses to ensure follow-up services during County-operated hours in order complete the "Mobile Crisis Encounter."

**2. Staffing**

At launch, staffing shall include a minimum of least one team of two providers per shift. At least one provider per team shall be a Licensed Mental Health Professional, or registered Mental Health Professional with access to Licensed Mental Health Professional via telehealth. The other qualified team member shall include a Peer Support Specialist with a current, State-approved Medi-Cal Peer Support Specialist Certification, as outlined in BHIN 21-041 and provide services under the direction of a Behavioral Health Professional.

**3. Training**

Participate in trainings, convenings, webinars and collaboration with the CDSS, County and partners including technical assistance trainings.

**4. Performance Measures**

- a. Maintain records, data and provide reports as requested by the County. Reports will act as monitoring tools for County oversight of Contractor’s performance.
- b. Other data points may be required after contract execution.

**5. Reporting Requirements**

Provide, at a minimum, quarterly service reports including, but not limited to:

- Beneficiary demographics
- Crisis Location
- Response Times
- Disposition
- Professional titles of each team member participating in response
- Use of telehealth
- Transportation provided
- Law enforcement involvement

Additional data points may be developed after contract execution.

**6. Allowable Service Activities**

Services activities will be consistent including but not limited to those outlined in BHIN 22-011 and BHIN 22-013. Mobile crisis services are covered and reimbursable prior to the determination of a mental health or SUD diagnosis, or a determination that the beneficiary meets access criteria for SMHS, DMC and/or DMC-ODS services. Services will be reimbursed by County and can only be claimed by “encounter” which is inclusive of all mobile crisis services delivered by a mobile crisis team during the response.



Medi-Cal reimbursement for can only be sought when the beneficiary being served meets all components of the encounter.

Ensure that any reports, and any deliverable to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the COUNTY's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players

**COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.**

**As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports**

**SUBMISSION REQUIREMENTS**

**Basic Respondent Qualifications**

Please describe the manner in which your organization meets each of these basic qualifications:

1. Non-Profit Status: The respondent must be a non-profit recognized by the Internal Revenue Service as a 501(c)(3) organization, or be fiscally sponsored;
2. Registered with the California Secretary of State's Office;
3. Have an Employer Identification Number (EIN)
4. Have a valid business license, if applicable
5. Have any other state or local licenses or certifications necessary to provide the services requested, if applicable

6. Have a physical address in the State of California
7. Ability to meet the terms and conditions as outlined in the C.R.I.S.E.S. grant program
8. Capacity to lead the proposed program with evidence of at least two years' experience providing crisis intervention services
9. Experience providing community-based alternatives to law enforcement or civilian crisis response in communities with a demonstrated need for community-based alternatives to law enforcement, as evidenced by metrics, including:
  - a. High record of police force by local law enforcement agency.
  - b. High volume of civilian complaints against local law enforcement agency
  - c. High rates of imprisonment
  - d. Racial profiling by local law enforcement agency.
  - e. Additional metrics, such as number of calls for service received by local law enforcement agency, arrest rate for low level offenses and other metrics proposed by applicants to demonstrate need for community-based alternatives to law enforcement.
10. Provide interventions that serve historically marginalized populations
11. Ability to:
  - a. Respond to emergency calls
  - b. Provide treatment, screening and assessment
  - c. Provide stabilization and de-escalation services
  - d. Coordinate with health, social services and other support services as needed
  - e. Maintain relationships with relevant community partners
  - f. Cultural competency in understanding and working with the populations to be served

**Program Summary:**

Please describe the manner in which you would propose to provide the services described in the Scope of Work. You may present whatever information you believe is pertinent in response to the elements of the RFP.

**Clinical Capacity and Experience of the Respondent**

Please provide the following information regarding your organization and the staff that would be assigned to this program if you were selected. The information solicited here should be set forth in the narrative of the application. Do not attach resumes, job descriptions or other documents in your proposal, but upon award of the contract the County may request documentation of stated program and staff qualifications.

1. Clinical Operations: Describe the experience of your organization in providing mental health crisis services, including mobile crisis response. Describe the approach used with clients at screening, assessment, intervention and follow up including assessing for safety.
2. Clinical Staff: Describe the training and experience of the staff who would be responsible for providing mobile crisis response. If new staff would be hired, describe the qualifications for the positions(s). Include training and experience of the staff in recognizing signs and symptoms of a mental health crisis, assessing for danger to self, others or grave disability, ability to de-escalate and ability to triage.
3. Cultural Competence: Describe the experience and capability of your organization in the provision of linguistically and culturally competent mental health treatment or related health care services to the Latinx community, other cultures and historically marginalized populations.
4. Electronic Health Record: Describe your organizations use of an electronic health record or plans and progress towards developing electronic health record and include software used.
5. Experience with Staff Training and Access to Narcan for the Reversal of Opioid Overdose: Describe your organizations experience with staff readiness to attempt the reversal of opioid overdose using Narcan nasal spray. Describe the systems in place for emergency access to Narcan nasal spray and your organizations policy regarding administering Narcan.

### **Fiscal Planning for this Project**

Please provide projected budgets and explanatory budget notes showing the fiscal basis on which your organization would operate this service. Budget spreadsheets may be set forth in attachments to the application. All other information should be set forth in the narrative of the application itself.

1. Revenue Sources: Describe the funding sources you intend to access, other than the service contract with Napa County
2. Billing Documentation System: Describe the system that you will utilize to track accrued charges for the services provided and other program revenues; to bill for such services; and to track expenses related to the operation of the program

## **COMPENSATION**

This competitive proposal process will evaluate the capability and affordability of the proposals. The selected vendor will be compensated as agreed upon during the contract negotiation process. Continued funding is contingent on the vendor meeting contractually agreed upon project deliverables and milestones. The contract shall be awarded as soon as possible and shall continue through **September 30, 2025**, for the duration of the planning and implementation of the RFQ TITLE in Napa County, subject to successful completion of the contract deliverables.

## **PROPOSAL PROCESS**

The County intends to award a contract to the respondent(s) who submits the proposal that is the most advantageous and the best value to the County as determined by the County at its sole discretion. All proposals become the property of Napa County.

The County reserves the right to:

- Accept proposals, award proposals and/or not award proposals on individual items listed, on group items, or on the proposal as a whole;
- Request clarification of information submitted;
- Request additional information from competitors;
- Waive any informality in the proposals;
- Waive any irregularity in the submission and review process;
- Reject any and all submittals;
- Accept the proposal that appears from all considerations to be in the best interest of the County.
- Slightly modify the scope of work subsequent to the selection process without re-issuing the RFP.

The County may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The County may reject the proposal of any proposer who is in default of the payment of taxes, or other monies due to Napa County.

None of the materials submitted will be returned to the respondent unless they are not submitted within the timelines of the RFP.

**This solicitation and related information can be found at**

**[www.countyofnapa.org/procurement](http://www.countyofnapa.org/procurement). Napa County does not guarantee the accuracy of information posted on or obtained from third party organizations.**

**QUESTIONS REGARDING THE RFP**

Questions regarding this RFP should be submitted by email no later than **June 1, 2023 at 5:00pm** to:

**RFP Administrator**  
**Fiscal and Contracts Division**  
**Napa County Health and Human Services Agency**  
**E-mail: [HHSARFP@countyofnapa.org](mailto:HHSARFP@countyofnapa.org)**

Applicants shall receive an email confirmation that the questions have been received. The answers to questions submitted will be made by addendum and posted along with the original RFP on the County of Napa web site by **June 8, 2023**.

Questions will not be answered that would tend to constitute an evaluation of a response being prepared or that might give an unfair advantage to a potential respondent. Except for the above named, potential respondents should not contact Napa County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the Proposal.

**PROPOSAL COMPONENT REQUIREMENTS:**

Proposals will consist of technical proposals, respondent qualifications and experience, and references. Proposals must fully address the Request for Proposals requirements including the Scope of Work and must include complete references and data to verify qualifications and experience.

As part of the proposal, respondent must evaluate the terms and conditions of the County's draft PROFESSIONAL SERVICES AGREEMENT (PSA) and note any exceptions. Any exceptions taken to the RFP or the County's PSA must be listed as a separate item in the respondent's proposal. *See Attachment I - PROFESSIONAL SERVICES AGREEMENT.*

**The proposal must include the following components, and must be in the following order:**

- i. A letter stating contact information, including mailing address, and primary contact email.
- ii. A brief program summary.

- iii. Approach: Please provide detailed information on how you will provide the services discussed in the Scope of Work, Clinical Capacity and Experience, any anticipated deliverables, and your role. Note that changes, additions or deletions to the requested Scope of Work may be entertained.
- iv. Proposed budget.
- v. Qualifications and experience (see VENDOR QUALIFICATIONS AND EXPERIENCE below).
- vi. References (see REFERENCES below).
- vii. Other information: Provide any other items or information that may assist us in evaluating your proposal (e.g., awards, letters of recommendation, or sample reports).
- viii. Proposals must be submitted by US Mail, Courier Service, or In-Person:
  - Proposals submitted via US Mail, Courier Service, or delivered in person must have one (1) original and five (5) copies of the complete proposal. The original proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration.
- ix. Additionally, a copy of the proposal must be submitted on flash drive, with the hardcopy proposal.
- x. Length and format: The proposal shall be limited to a maximum of 10 pages for items i-v, above. Please do not use fonts smaller than 10 point.
- xi. It is recommended that proposals be submitted on paper that is made from at least 30% recycled content and printed on both sides of the page (duplex).
- xii. A written statement indicating acceptance of, or exceptions to, the County's standard PSA; and a written statement indicating willingness and ability to meet the County's insurance requirements, found in the draft PSA, Section 2.7. (PSA attached)
- xiii. A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. The County of Napa reserves the right to reject any proposal based upon the Proposer's prior history with the County of Napa or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures.

**If there are no disclosures to report, this section must still be included in submittal with an indication that there are no reportable disclosures.**

#### **VENDOR QUALIFICATIONS AND EXPERIENCE**

Proposals must include definitive information regarding the experience and qualifications

of the proposing firm. A statement of the company's qualifications and a description of the company's history are required.

**REFERENCES**

Provide a minimum of three (3) current references for which your agency has provided services similar to those described in this Request for Proposals. References shall include entity, contact name, address, title, phone number, and term of contract. The County reserves the right to contact references not provided in the submittals.

**PROFESSIONAL SERVICES AGREEMENT**

The successful respondent will be expected to enter into a Professional Services Agreement (PSA) with the County. The County's standard General Terms and Conditions of the PSA is attached in draft to this RFP for review by prospective respondents. Respondents are not required to submit a signed copy of the County's PSA with their proposal but are merely directed to review the PSA to ensure that all respondents understand the County's PSA requirements.

Respondents should clearly note in their proposals whether they take exception to any of the PSA requirements and should include a detailed explanation of the reason for the exception and a counterproposal or alternative suggestion(s) for the County's review. However, after review of any respondent's exceptions, the County reserves the right to reject any and all exceptions taken to the County's PSA.

**INSURANCE REQUIREMENTS**

Respondents are directed to review the County's insurance requirements as detailed in the attached draft PSA, General Terms and Conditions (Paragraph 2.7) and are required to submit a written statement with their proposal indicating their willingness and ability to meet all of the County's insurance requirements.

Respondents who are unable to meet all of the County's insurance requirements may submit with their proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the services. Any alternative insurance coverage request is subject to review and approval by County Counsel and the County's Risk Management Officer.

Failure to meet the County's insurance requirements (as determined by County Counsel and County Risk Management) may be sufficient reason for disqualification from the selection process.

### **LOCAL VENDOR PREFERENCE POLICY**

Napa County has a local vendor preference that covers the acquisition of requested services. Local vendors will be awarded contracts for services where qualifications are determined by the reviewing panel to be otherwise equal unless such preference is not allowable by law. For this matter, a local vendor is a vendor who has a billing address located within Napa County.

Where appropriate, out of county vendors are encouraged to subcontract with qualified local vendors.

### **PRE-AWARD RISK ASSESSMENT**

Respondents must complete and return one original and 5 copies of Attachment B – Pre-Award Risk Assessment Form to be included with the original proposal and 5 copies of the proposal.

### **EVALUATION OF PROPOSALS**

A panel will review all proposals submitted pursuant to the terms of the RFP and select the highest ranked proposals for consideration based on the evaluation criteria noted below. After proposals have been received and reviewed, the highest ranked respondent(s) may be invited to meet with the evaluation panel at no cost to the County to discuss and clarify any questions concerning the respondent's proposal and the County's requirements.

At any time during the evaluation process, the County may request "Best and Final" offers based upon the County's improved understanding of the offers or changed scope of work. Based on the initial proposals, further clarification and/or revision of proposals, and Best and Final offers, if requested, the panel will select the proposal that provides the best value to the County. The County may negotiate final pricing and a contract form with the successful respondent.

Because this proposal is negotiable, all data shall remain confidential until after an award recommendation is made, and there shall be no public opening and reading of proposals. Evaluation of the proposals is expected to be completed within 30 days after their receipt.

The County reserves the right to award an agreement without further competition based on the responses received to this RFP.

#### **A. RFP EVALUATION CRITERIA (100 points possible)**



Qualifications and experience will be evaluated to determine the proposal that provides the best value to the County.

The criteria to be used in the evaluation of the applications are as follows:

1. Overall responsiveness to the Request for Proposals. Responses must be neat, complete and fully address all of the technical requirements of the RFP, costs, respondent qualifications and references  
**10 points**
2. The respondent's understanding of the County's requirements as evidenced by the application submission. **10 points**
3. Program Summary: The quality, viability and suitability of the services offered when compared with the requirements and specifications outlined in the Scope of Work. **30 points.**
4. Clinical Capability and Experience: The respondent's qualifications, technical capability, expertise, or skill to provide the required services. Score will reflect the respondent's past experience providing similar services and qualifications of the respondent's workforce, as verified by the overall experience of the personnel to be assigned to the contract. **30 points**
5. Fiscal Planning and Budgets. **20 points**

#### **PROVISION OF INFORMATION TO RESPONDENTS**

Any documents provided by respondents are considered confidential until an award recommendation is made. After that, the information is public record and will be provided to anyone who requests it. All proposals received shall be public records, except for those elements of any proposal, which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the California Public Records Act or otherwise by law, the County shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold City harmless for any such disclosure. After a contract is signed, HHS staff also may share with an unsuccessful respondent the reasons that the respondent's proposal was not selected.

**PROPOSAL SUBMISSION, DUE DATE AND LATE PROPOSALS**

By submitting a proposal, the respondent represents and warrants that:

*The information provided is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham proposal, or any other respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.*

The respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing Contractor of the County of Napa.

One (1) original, and five (5) hard copies, and one (1) USB drive copy of the proposals shall be submitted in a sealed envelope identified by **Community Response Initiative to Strengthen Emergency Systems Act (CRISES) Proposal Number: HHSA 066**

**The deadline for submission of proposals in response to this RFP is 5:00 P.M. on June 16, 2023.** Late proposals will not be accepted or considered. Please mail proposals to the following address:

**RFP Administrator  
Fiscal and Contracts Division  
Napa County Health and Human Services Agency  
2751 Napa Valley Corporate Dr., Bldg. B  
Napa, CA 94558-6216**

**The County reserves the right to request additional information not included in this RFP from any or all respondents after June 16, 2023.**

Any modification, amendment, addition, or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. No amendments, additions or alterations will be accepted after the time and date specified as the submission deadline unless requested by the County.

**VENDOR INQUIRIES**

For information concerning RFP procedures and regulations, interested parties may mail or e-mail:

**RFP Administrator**  
**Fiscal and Contracts Division**  
**Napa County Health and Human Services Agency**  
**2751 Napa Valley Corporate Drive, Bldg. B**  
**Napa, CA 94558-6216**  
**E-mail: [HHSARFP@countyofnapa.org](mailto:HHSARFP@countyofnapa.org)**

Except for the above named, potential respondents should not contact Napa County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the proposal.

No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

#### **RFP ADDENDA**

Any changes to the RFP requirements and the answers to questions submitted will be made by addendum, posted along with the original RFP on the County of Napa web site, and sent to all known interested parties. All addenda shall include an acknowledgment of receipt that must be returned. The addenda must be signed and attached to the final response. Failure to attach any addendum will result in the rejection of the response.

#### **APPEALS**

The County's appeals process is as follows:

##### **Filing of Protest.**

Any directly affected party who is aggrieved in connection with the solicitation or award of a contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protests must be filed in writing with:

**Napa County Purchasing Agent**  
**1195 Third Street, Room 310**  
**Napa, CA 94559-3035**

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

The date and action taken resulting in a protest, and identification of the material

issue, including a detailed explanation of the basis for the protest and the remedy sought.

Specification-related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

### **RESOLUTION PROCESS**

Informal Resolution. Upon receipt of a protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues.

Response to Protest/Appeal. If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. County Counsel shall be consulted before the written response is issued.

The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

### **APPEAL TO THE BOARD OF SUPERVISORS**

In the event that the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date request is received by the Clerk of the Board. The Clerk of the Board shall notify the appellant by personal service of the scheduled hearing date not less than ten (10) working days from the date of hearing.

The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his/her behalf, and to present oral and written documents and evidence on the issue.

After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

### **STAY OF PROCUREMENT ACTION DURING A PROTEST**

In the event of a timely protest under this section, the County shall not proceed further with the solicitation or the award of the contract or purchase order until the protest is resolved, unless the Purchasing Agent, in consultation with the head of the relevant County department and County Counsel, makes a written determination that the award of the contract without further delay is necessary to protect a substantial interest of the County.

### **ATTACHMENTS**

Attachment A – Pre-Award Risk Assessment Form

Attachment B - Proposal Cover Sheet for Agency/Applicant

Attachment C - Budget Instructions

Attachment D - Budget Form

Attachment E: Napa County Professional Services Agreement

Attachment F: C.R.I.S.E.S. Grant Program Quick Guide

**ATTACHMENT A**

**Pre-Award Risk Assessment**

**Napa County Health and Human Services Agency**

As part of the RFP, we need some more information about the operation of your organization. Please respond to all questions, attach requested information, and submit with your proposal. For additional information and guidance, please contact Fiscal and Contracts Division at HHSARFP@countyofnapa.org

Organization name:

Address:

Phone:

Email:

Fax:

Incorporated in:

Number of Employees:

Name of CEO:

URL:

Date:

Fiscal year dates (month and year):

Type of organization (check all that apply):

US Government Entity

US entity that did not expend \$750,000 or more in US federal funds in the latest fiscal year

For profit organization

Non-profit organization

University

Foundation

Napa County Health and Human Services Agency Attachment A: Pre-Award Risk Assessment	Yes	No	Details/ supporting documentation
<b>Audits</b>			
Have you completed an annual audit in accordance with Uniform Guidance Single Audit requirements a single audit?			Please provide a copy
Have your annual financial statements been audited by an independent audit firm?			Please provide a copy

Napa County Health and Human Services Agency Attachment A: Pre-Award Risk Assessment	Yes	No	Details/ supporting documentation
Does your organization have a financial management system that records the source and application of funds for award-supported activities?			
Are all cash disbursements within the organization fully documented with evidence of receipt of goods or performance of services?			
Does organization have an effective system or procedure to control paid time charged to awarded funds?			
Does organization have an effective system or procedure for authorization and approval of:			
Capital equipment expenditures?			
Travel expenditures?			
Vendor and subcontractor expenditures?			
Is Government property inventory maintained that identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?			
Do you have written policies that address:			
Pay Rates and Benefits?			
Time and Attendance?			
Leave?			
Discrimination?			
Privacy and confidentiality?			
Conflicts of Interest?			
Purchasing?			
Record retention?			
Petty Cash?			
Accounts Payable?			
Accounts Receivable?			
IT?			
Credit cards?			
Do you subcontract to perform duties under this contract?			
Does your organization have appropriate insurance documents?			Submit insurance
Has there been a change in your senior management team in the past year?			

Napa County Health and Human Services Agency Attachment A: Pre-Award Risk Assessment	Yes	No	Details/ supporting documentation
Have any key program staff started with the organization in the past year?			
Has your agency been placed on a corrective action plan within the past 12 months by any agency?			



**ATTACHMENT B**

**PROPOSAL COVERSHEET FOR AGENCY/APPLICANTS**

<b>Agency Name:</b>	
<b>Address:</b>	Phone:
	Fax:
	Web Address:
<b>Contact Person:</b>	Contact Phone:
	Contact E-mail:
	Contact Fax:
<b>Project Title/Services:</b>	
<b>Sub-contractors (if applicable):</b>	
<b>Amount of Funding Request:</b>	<b>Total Amount Requested: \$ _____</b>
<b>Matching Funds:</b>	In-Kind Amount: \$ _____ Cash Amount: \$ _____ <b>Total Amount of Matching Funds: \$ _____</b>
<b>Authorization</b> <i>I declare under penalty of perjury under the laws of the State of California that the information provided in this Proposal is true and correct.</i>	
Signature of Authorized Agency Official	Title
Print Name of Authorized Agency Official	Date

## ATTACHMENT C

### **BUDGET INSTRUCTIONS**

#### **A. EXPENDITURES**

##### 1. Personnel Expenditures:

- a. Salary and wages - Enter the personnel titles, credentials, Full-time Equivalents (FTEs) and expenditures for all provider staff to be dedicated to the program.
- b. Employee Benefits - Enter budgeted employee benefits. This includes FICA, medical and dental insurance, disability insurance, workers compensation insurance, retirement plan contributions, and other employee benefits. An average percent of current employee benefits may be used to estimate these amounts and the percentage figure should be noted.
- c. Total Personnel Expenditures is the sum of lines 1a and 1b.

##### 2. Operating Expenditures:

- a. Operating – Enter the budget amount to be incurred in all operating expenditures providing details on specific expenditures including postage, photocopy expenses, office supplies, other supplies, communication services, utilities and equipment, staff development, training costs, and other operating expenses.
- b. Total Operating Expenses is the sum of lines 2a and 2b.

##### 3. Subcontracts/Professional Services:

List each subcontract and its total budget amount as a separate budget line item. List subcontracts by organization name (if known) and by purpose. If the subcontractor is a related party to the proposing firm, please include a contracted rate and budget detail for subcontracted services.

- a. Total Subcontracts is the sum of line 3 (all subcontracts).

##### 4. Subtotal Proposed Program Budget: Subtotal the sum of lines 1c, 2c and 3a.

##### 5. Indirect/Administrative Overhead:

Enter the proposed percentage not to exceed 15% of Administrative Overhead costs directly attributable to the Annual Program Budget. If Administrative Overhead exceeds 10%, provide an indirect rate calculation based on 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards with the submitted proposal.

6. Total Proposed Program Budget: Total the sum of lines 4 and 5a.

**B. REVENUES**

Enter the amount and sources of revenues for this program. The provider should indicate their ability to leverage funds through other collaborative partners and funding sources.

1. Total Revenue is the sum of line B(all revenues).

**C. TOTAL FUNDS REQUESTED**

This amount equals the total proposed budget (line A.6) less total revenues from donations and/or grants for the under/uninsured population. This reflects the amount of funding requested for this program/project.

**D. TOTAL IN-KIND CONTRIBUTIONS**

This amount is calculated by payments made in the form of goods and services, rather than cash. The Applicant should indicate their contributions of in-kind goods and services for the project and/or in-kind contributions received for the project through other community partners.

***Budget Narrative Instructions***

Applicants must also prepare a budget narrative that provides a brief description of Proposed Expenses and Revenues and the source documents and approach used to estimate budget amounts. Briefly describe the types of expenditures included by the Administrative Overhead costs and methodology used to derive the percentage.

Leveraging is a principle for all County programs/projects. Proposals should describe any cash match or in-kind contributions in the budget and in the budget narrative. For the purposes of this RFP, the term leveraging is used broadly and may be demonstrated by partners in numerous ways such as:

- Cash match
- "Readiness" to implement programs
- Services by training staff and covering release time, creating supportive policies, etc.
- Use of equipment and other in-kind resources

**ATTACHMENT D**

**REQUIRED BUDGET FORMAT**

<b>Total Proposed Program Budget</b>		<b>Annual Budget</b>
<b>A. EXPENDITURES</b>		
1. Personnel (list classifications, credentials, and FTEs)		
a. Salaries, Wages		
e.g., Staff Classifications, Title, Credentials and FTEs		\$0
		\$0
		\$0
		\$0
b. Benefits and Taxes @_%		\$0
<b>c. Total Personnel Expenditures</b>		<b>\$0</b>
2. Operating Expenditures		
a. Facility Cost		\$0
b. Operating Expenses including details on specific expenditures including postage, photocopy expenses, office supplies, other supplies, communication services, utilities and equipment, staff development, training costs, and other operating expenses.		\$0
<b>c. Total Operating Expenses</b>		<b>\$0</b>
3. Subcontracts/Professional Services (list all subcontracts)		
		\$0
		\$0
<b>a. Total Subcontracts</b>		<b>\$0</b>
4. Subtotal Proposed Program Budget		\$0
5. Indirect/Administrative Overhead Attributable to the Project/Program		
<b>a. Total Indirect/Administrative Overhead (10% maximum)</b>	<b>10%</b>	\$0
<b>6. TOTAL PROPOSED PROGRAM BUDGET</b>		<b>\$0</b>
<b>B. REVENUES (list/itemize by fund source)</b>		
		\$0
		\$0
<b>1. Total Revenue</b>		<b>\$0</b>
<b>C. TOTAL FUNDS REQUESTED</b>		<b>\$0</b>
<b>D. Total In-Kind Contributions</b>		\$0

## ATTACHMENT E



A Tradition of Stewardship  
A Commitment to Service

### PROFESSIONAL SERVICES AGREEMENT

#### EXHIBIT C

#### **SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12**

##### **2.1. Term of the Agreement.**

- a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict) of this Exhibit C.
- b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, but limited to no more than three full fiscal years, under the same terms and conditions, unless either Party gives the other Party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.
- c) Obligations Extending Beyond Term. The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements), 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

**2.2. Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

### 2.3. Compensation.

- a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.
- b) Advance Funding.
  1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17 (Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.
  2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.
- c) Availability of Funds. It is mutually understood that, for the benefit of both Parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:
  1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;
  2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and
  3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.
- d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

**2.4. Method of Payment.**

- a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.
- b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

**2.5. Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the Parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

**2.6. Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required

by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

- a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.
- b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:
  1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
  2. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.
  3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the



General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

- c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.
1. The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
  2. Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.
  3. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

4. Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.
- d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.
- f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**2.8. Hold Harmless/Defense/Indemnification.**

- a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records or communications

that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.
2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

- c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

**2.9. Termination for Cause.**

- a) If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature

of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting Party in the manner set forth in Paragraph 2.13 (Notices).

- b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

#### **2.10. Other Termination.**

- a) This Agreement may be terminated by either Party for any reason and at any time by giving prior written notice of such termination to the other Party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.
- b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

#### **2.11. Disposition of, Title to and Payment for Work upon Expiration or Termination.**

- a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.
- b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain

a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

- c) Notwithstanding the provisions set forth in subparagraph (b ) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.
- d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

**2.12. No Waiver.** The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**2.13. Notices.**

- a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is

earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either Party may change its address by notifying the other Party of the change of address.

- b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.
- c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

**2.14. Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

- a) Waste Source Reduction and Recycled Product Content Procurement Policy.
- b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."
- c) Drug and Alcohol Policy.
- d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.
- e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

## 2.15. Confidentiality.

- a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.
- b) Protection of Personally Identifiable Information and Protected Health Information.
  1. To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.
  2. CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: [www.countyofnapa.org](http://www.countyofnapa.org).
  3. CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

4. CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer, immediately in the following instances:
    - A. Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;
    - B. Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;
    - C. Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or
    - D. Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.
  5. CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.
- c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.
  - d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.



Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

- e) HHS Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement, CONTRACTOR warrants that they have reviewed "HHS Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHS Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: [www.countyofnapa.org](http://www.countyofnapa.org).

#### **2.16. No Assignments or Subcontracts.**

- a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.
- b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

#### **2.17. Amendment/Modification.**

- a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with

CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

- b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:
  - 1. There is a decrease in state or federal funding needed for this Agreement;
  - 2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
  - 3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.
- c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

**2.18. Interpretation; Venue.**

- a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
- b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

- a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.
- b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed

and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

- c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.
- d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:
1. Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.
  2. Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.
  3. Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form

with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

4. Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.
- e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.
- f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

**2.20. Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

**2.21. Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

**2.22. Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The Parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective Parties and that any action necessary to bind each such Party has been taken by that Party prior to entering into this Agreement.

**2.23. Conflict of Interest.**

- a) Covenant of No Undisclosed Conflict. The Parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.
- b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

- 2.24. **Non-Solicitation of Employees.** Each Party agrees not to solicit for employment the employees of the other Party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other Party, except that nothing in this Paragraph shall preclude either Party from publishing or otherwise distributing applications and information regarding that Party's job openings where such publication or distribution is directed to the general public.
- 2.25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.
- 2.26. **Attorney's Fees.** In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
- 2.27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- 2.28. **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.
- 2.29. **Other Terms and Conditions [Reserved.]**
- 2.30. **Acknowledgment of Funds; Compliance with Government Code Section 7550.**
- a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."
  - b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more

than \$5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

- 2.31. Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:
- a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in “Addendum For Contracts Involving Federal Health Care Programs—Revision of November 8, 2019.” The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: [www.countyofnapa.org](http://www.countyofnapa.org).
  - b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.
  - c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.
  - d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.
  - e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with the obligations imposed by the “Addendum for Contractors Involving Federal Health Care Programs”. Said penalties and fines that may be assessed are as follows: civil monetary penalties of \$11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.
  - f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.
  - g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.



- h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: [www.countyofnapa.org](http://www.countyofnapa.org).
- i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

**2.32. Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

- a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: [www.countyofnapa.org](http://www.countyofnapa.org).
- b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.
- c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

- d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.
- e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
- f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.
- g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.
- h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

**2.33. Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

- a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

- b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
- c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.
- d) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
- e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.
- f) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.
- g) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

**2.34. Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

- a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.
- b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into

with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

- c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.
- d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

**2.35. Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

- a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: [www.countyofnapa.org](http://www.countyofnapa.org).
- b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".
- c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

**2.36. RESERVED**

**2.37. Licensure Status.**

- a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands

COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, “license in good standing” means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR’s license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

- b) Expiration of License. In the event that CONTRACTOR’s professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR’s professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38. **Code of Ethics.** CONTRACTOR understands that Napa County Health and Human Services (HNSA) has adopted a Code of Ethics. If the Department Director determines that the HNSA Code of Ethics applies to CONTRACTOR’s activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HNSA that CONTRACTOR has received, read, understands, and will abide by HNSA’s Code of Ethics. The Code of Ethics may be found online at [www.countyofnapa.org](http://www.countyofnapa.org) or may be obtained from HNSA upon written request.

2.39. **Electronic Billing System.** CONTRACTOR understands that Napa County Health and Human Services (HNSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HNSA or the Director’s designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40. **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in “Addendum for Contracts Involving Federal Awards.” The Addendum is incorporated by reference as if set forth

herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: [www.countyofnapa.org](http://www.countyofnapa.org).