



REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 952-5448

COUNTY OF FRESNO

Drug Medi-Cal Services and Non-Drug Medi-Cal Outpatient Drug Free Services

Issuance Date: February 22, 2016

Closing Date: **Monday, March 14, 2016 at 2:00 P.M.**

Submittals: **Three (3) paper copies of the Statement of Qualifications**

Addressed To: Jennifer Anderson, Purchasing Technician

Mailing Address: County of Fresno, Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Mark Envelope: "RFSQ – Drug Medi-Cal Services and Non-Drug Medi-Cal Outpatient Drug Free Services"

STATEMENT OF QUALIFICATIONS (SOQ) PACKAGES RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE RETURNED UNOPENED TO THE VENDOR.

Inquiries and Updates: Requests for clarification regarding this Request for Statement of Qualifications (RFSQ) must be submitted in writing via email to **Jennifer Anderson, Purchasing Technician**, at **janderson@co.fresno.ca.us**, and received by the County no later than **2:00 P.M., Monday, March 14, 2016**. Such information as is reasonably available and will facilitate preparation of responses hereto, requests for clarification and associated responses, and any addenda to this RFSQ will be posted at: <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> and will not otherwise be distributed.

Organization

Individual/Contact Person

Title

Street Address/P.O. Box

City

State

Zip Code

Telephone

Fax Number

E-Mail Address

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Attachments:

- A. Fresno County Administrative Policy No. 5
- B. Board of Supervisors' Master Agreement

I. INTRODUCTION AND OVERVIEW

The County of Fresno, Department of Behavioral Health (DBH) Contracts Division-Substance Use Disorder (SUD) Services is requesting a statement of qualifications for all Drug Medi-Cal (DMC) funded services and non-DMC funded outpatient drug free (ODF) services for adults and youth in Fresno County. All applicants must be DMC certified.

The County of Fresno is in the process of developing a broad continuum of services at different levels of care. The requested services are one element of that continuum; therefore, agencies must be willing to be flexible with partnering and coordinating with other providers and services which are a part of that continuum.

Fresno County is one of the many counties likely to opt in to the Drug Medi-Cal Organized Delivery System (DMC ODS) Pilot program. Once implementation begins, the County will require treatment providers to model their continuum of care after the American Society of Addiction Medicine (ASAM) Criteria.

In California, the federal Medicaid Program is administered by the state as the California Medical Assistance Program (Medi-Cal). This program provides health care services to welfare recipients and other qualified low-income persons (primarily families with children and the aged, blind, or disabled). At the state level, the Department of Health Care Services (DHCS) administers the Medi-Cal Program and the federal Centers for Medicare and Medicaid Services (CMS) oversees the program to ensure compliance with Federal law. At the local level, county welfare departments determine the eligibility of applicants for Medi-Cal and are reimbursed by DHCS for the cost of those activities

DMC Waiver

The Department of Health Care Services (DHCS) announced the Center for Medicare & Medicaid Services (CMS) approval of California's DMC-ODS Waiver amendment which provides a continuum of care for SUD treatment services. The DMC-ODS enables greater local control and accountability, provides greater administrative oversight, creates utilization controls to improve care and efficient use of resources, implements evidence based practices in SUD treatment, and coordinates with other systems of care.

DHCS will implement the DMC-ODS through a regional approach with five phases. Initially, DHCS will focus on Phase One (Bay Area) Counties, then will continue with Phase Two (Southern California), Phase Three (Central Valley), Phase Four (Northern California), and lastly Phase Five (Tribal Partners). The State Implementation Plan and Standard Terms and Conditions for the DMC-ODS are located at <http://www.dhcs.ca.gov/provgovpart/Pages/Drug-Medi-Cal-Organized-Delivery-System.aspx>

Fresno County will keep DMC providers informed and involved as the County moves towards DMC-ODS implementation.

DMC Services

The current DMC Master Agreement is set to expire on 6/30/2016. **All current DMC providers are required to re-apply in order to be included in the new master agreement.**

Non-DMC Eligible Outpatient Drug Free (ODF) Services

DMC providers may also access non-DMC funding to support services for those individuals who do not qualify for DMC or have other insurance coverage. Current Non-DMC eligible ODF Service agreements are set to expire on 6/30/2016. All providers must be DMC and Alcohol or Other Drug (AOD) certified. A separate application for this component is required. DMC must be billed first and non-DMC funds used as a payor of last resort. Providers are required to verify that each client is not DMC eligible and keep acceptable documentation on file. Failure to do so will result in recoupment of services.

Target Population

The target population includes residents of Fresno County who meet the criteria for medical necessity and that have been diagnosed in accordance with a Diagnostic and Statistical Manual DSM for SUD.

- A. Outpatient services are for adults and youth. Providers already receiving funds under a “youth treatment services” contract are not eligible for this funding.
- B. DMC Perinatal Residential services are for adult females.

II. REQUESTED SERVICES

Applicants may provide SUD services to Fresno County male and female residents who are DMC eligible when it is determined that services are medically necessary. These services are designed to assist substance abusing individuals:

- Identify and accept their substance abuse/dependence;
- Understand the dynamics of the addictive process and the consequences of the process on themselves, their family, and ability to function in society;
- Lead a productive, self-sufficient, alcohol and drug-free lifestyle.
- Length of treatment shall be determined by medical necessity. Minimum length of treatment is 2 counseling sessions per 30 days. Treatment plans must be updated according to regulations.
- Submit an organizational plan and management structure adequate and appropriate for overseeing the proposed services.

Services must be performed within the applicable regulations and standards, including but not limited to CCR Title 22, AOD Certification Standards, CCR Title 9, and all Department of Health Care Services (DHCS), Mental Health Substance Use Disorder Services (MHSUDS), and Fresno County SUD Bulletins.

Applicants must provide SUD services at DMC certified locations. Applicants must comply with the provisions set forth in the State-County Agreement. A copy of the agreement can be provided upon request. Applicants shall maintain a daily census of all participants served, and all statistical information required by Fresno County, including but not limited to date participant entered into treatment, date of discharge, monthly wait list (which must be submitted with the invoice), and have a computer system compatible with the County’s Substance Abuse Information System (SAIS). Applicant will also submit all information and data required by the State, including but not limited to CalOMS Treatment submissions, DATAR, and cost reports for each fiscal year.

III. CONTRACT TERMS

The master agreement will be effective on July 1, 2016 for a term of one (1) year with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. The master agreement will be effective on July 1, 2016. Once the Drug Medi-Cal waiver is implemented, a new RFP will be released in accordance with the Fresno County DMC Organized Delivery System. This agreement may be terminated by the County at any time upon a thirty (30) day written notice.

The Fresno County Alcohol and Drug Program Administrator or designee will implement the following process by which County staff will solicit and accept new statements of qualifications from prospective Drug Medi-Cal and non-Drug Medi-Cal Outpatient drug free program providers:

Each year, prior to July 1, DBH – SUD Services will review program activity to determine whether a need exists for additional program services and/or providers. As demand increases the DBH Director will have the discretion to add new providers.

IV. QUALIFICATIONS

Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFSQ and fully inform themselves as to the quality and character of services required. Any change in the RFSQ will be made only by written addendum, duly issued by DBH Contracts Division – SUD

Services. The County DBH Contracts Division – SUD Services will not be responsible for any other explanations or interpretations.

- Current DMC certification
- Utilize recognized evidence-based practices and curriculum, and outcome-informed treatment methods.
- Demonstrate experience and/or knowledge of working with relevant statewide, municipal and community based agencies that interface with the target population.
- Demonstrate an ability to work in cooperation with other agencies to provide linkages to individual and family supportive services.
- The ability to be flexible in meeting unique participant needs by including equal access to those with disabilities, gender-specific services, and culturally sensitive services that adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS). A CLAS plan stating how providers will address the 15 national CLAS standards shall be submitted to the County within 30 days of contract execution.
- URL: <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
- All agencies providing SUD services must have current State of California AOD Program certification and abide by the AOD Certification Standards, March 2004.
URL: http://www.dhcs.ca.gov/provgovpart/Documents/AOD_Certification_Standards.pdf
- Staff shall meet all requirements for certification for individuals providing counseling services in alcohol and other drug (AOD) recovery and treatment programs per the California Code of Regulations (CCR), Title 9, Division 4, Chapter 8. See also SUD Bulletin #15-02, Counselor Certification and Program Requirements, located at <http://www.co.fresno.ca.us/DepartmentPage.aspx?id=63345>
- Conduct Live-Scan criminal background checks for all counselors and staff having contact with children.
- Describe how the program will manage a wait list.
- Provide interim SUD services until an individual is admitted into a treatment program. Interim services must be documented and documentation must be available upon request.
- For clients referred to a DMC residential perinatal program from jail or Drug Court, the program shall provide transportation to the treatment facility immediately upon request. (only for DMC Perinatal)
- Must have at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) III or IV for Substance-Related and Addictive Disorders with the exception of Tobacco-Related and Non-Substance-Related Disorders.
- Must meet the definition of medical necessity for services based on the ASAM Criteria.
- Youth must meet the ASAM adolescent treatment criteria.

V. SOQ SUBMITTAL REQUIREMENTS

- A. Current AOD and DMC certification
- B. Completed Administrative Policy No. 5 Compliance form (Attachment A) to determine whether this County policy applies to your agency.
- C. Current Certificates of Insurance for the following:
 1. Commercial General Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
 2. Automobile Liability with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five hundred Thousand Dollars (\$500,000) per accident and for

property damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with provided services.

3. If a provider employs licensed professional staff (e.g. Ph.D., R.N., L.C.S.W., M.F.T.) in providing services, Professional Liability Insurance of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate.
4. A policy of Worker's Compensation insurance as may be required by the California Labor Code
5. Copy of most recent Fire Clearance
6. Brief description (1-2 pages) of your continuous quality improvement (CQI) process

VI. SELECTION PROCEDURE

The County will contract with all applicants that are capable of providing client services as described within this Request For Statement of Qualifications (RFSQ). Applicants must possess qualifications as required by Federal, State, and local governments to provide this service(s). The County has discretion to allocate funding to each section as the County deems appropriate. The allocation for each agency will be determined based on the following:

1. Applicant is AOD certified and is compliant with AOD Certification Standards:
http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx
2. Applicant is DMC certified.
3. Do the service descriptions address all the areas identified in the RFSQ? Will the proposed services satisfy County's needs and to what degree?
4. Does the agency currently contract with the County for other services from other funding sources?
5. The amount of demonstrated experience in providing the services desired in a California County.
6. Applications for DMC services will be processed in the order they are submitted.
7. Applications for non-DMC outpatient will be processed in the order they are submitted until funding is fully committed. All new DMC applicants (not currently a Fresno County DMC provider) must also submit the Fresno County DMC application before the County will add them to the Master Agreement. This application is not required to be submitted with this RFSQ. The Fresno County DMC application may be obtained upon request by emailing the SAS inbox at SAS@co.fresno.ca.us

VII. APPEALS

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFSQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

Fresno County Department of Behavioral Health Administrative Policy No. 5 Compliance

Fresno County Administrative Policy No. 5 requires that nonprofit organizations which primarily serve Fresno County and professional services contracts where Fresno County is the sole client limit administrative costs to a maximum of 15% of the total program budget and limit employee benefits costs to a maximum of 20% of total salaries.

INSTRUCTIONS: To determine whether Administrative Policy No. 5 applies to your agency, please (1) enter an "x" in the appropriate response to each question and (2) provide required information in the budget section, then (3) print and sign completed form(s). **If you are unable to complete this form electronically contact the DBH Analyst assigned to your contract.**

Section I: Agency Classification

1. This agency is a (check one)?

Nonprofit Organization	For Profit Organization
<input type="checkbox"/>	<input type="checkbox"/>
Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

2. If nonprofit, is more than 50% of the agency's total annual budget currently funded through Fresno County contracts or, if awarded, would more than 50% of the total annual budget be funded through Fresno County contracts?

Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. If for profit, is Fresno County the sole client of the organization?

Section II: Agency Exemption Status

Based on the information provided above, your organization is determined to be:

Nonprofit organization:

For profit organization:

EXEMPTION STATUS

Section III: Agency Budget Information

Please provide the following information:

A. Agency's total annual budget:

\$ -

B. Other non-Fresno County funding (additional space available on Budget Pg 2-4, if needed):

1. _____	\$ -
2. _____	\$ -
3. _____	\$ -
4. _____	\$ -

C. Total non-Fresno County funds (including additional pages):

\$ -

D. Percent of non-County funds to total budget (C/A):

Section IV: Agency Certification

I certify that the information provided above is true and correct to the best of my knowledge.

Agency Name: _____

Primary Business Address: _____

Name of Authorized Signer: _____

Signature of Authority

Date

Agency Name: _____

Section III(B) Continued:

B. Other non-Fresno County funding:

5.		\$	-
6.		\$	-
7.		\$	-
8.		\$	-
9.		\$	-
10.		\$	-
11.		\$	-
12.		\$	-
13.		\$	-
14.		\$	-
15.		\$	-
16.		\$	-
17.		\$	-
18.		\$	-
19.		\$	-
20.		\$	-
21.		\$	-
22.		\$	-
23.		\$	-
24.		\$	-
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26.		\$	-
27.		\$	-
28.		\$	-
29.		\$	-
30.		\$	-
31.		\$	-
32.		\$	-
33.		\$	-
34.		\$	-
35.		\$	-
36.		\$	-
37.		\$	-
38.		\$	-
39.		\$	-
40.		\$	-
41.		\$	-
42.		\$	-
43.		\$	-
Total Page 2:		\$	-

Agency Name: _____

Section III(B) Continued:

B. Other non-Fresno County funding:

44.		\$	-
45.		\$	-
46.		\$	-
47.		\$	-
48.		\$	-
49.		\$	-
50.		\$	-
51.		\$	-
52.		\$	-
53.		\$	-
54.		\$	-
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70.		\$	-
71.		\$	-
72.		\$	-
73.		\$	-
74.		\$	-
75.		\$	-
76.		\$	-
77.		\$	-
78.		\$	-
79.		\$	-
80.		\$	-
81.		\$	-
82.		\$	-

Total Page 3:

\$ -

Agency Name: _____

Section III(B) Continued:

B. Other non-Fresno County funding:

83.		\$	-
84.		\$	-
85.		\$	-
86.		\$	-
87.		\$	-
88.		\$	-
89.		\$	-
90.		\$	-
91.		\$	-
92.		\$	-
93.		\$	-
94.		\$	-
95.		\$	-
96.		\$	-
97.		\$	-
98.		\$	-
99.		\$	-
100.		\$	-
101.		\$	-
102.		\$	-
103.		\$	-
104.		\$	-
105.		\$	-
106.		\$	-
107.		\$	-
108.		\$	-
109.		\$	-
110.		\$	-
111.		\$	-
112.		\$	-
113.		\$	-
114.		\$	-
115.		\$	-
116.		\$	-
117.		\$	-
118.		\$	-
119.		\$	-
120.		\$	-
121.		\$	-
122.		\$	-

Total Page 4:

\$ -

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of [Month], [Year], by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and [Contractor], a (Type of business) (Note to County staff: Type of business the contractor is; such as a corporation – including the state in which they are incorporated, e.g., a California corporation; a partnership; a private, non-profit corporation; or a sole proprietorship), whose address is "[Contractor's Address]", hereinafter referred to as "CONTRACTOR".

WITNESSETH:

(Add WHEREAS Clauses) (Note to County staff: explains the need/purpose for the contract and the process by which the Contractor was chosen)

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A.

B. (etc.)

2. OBLIGATIONS OF THE COUNTY

A.

B. (etc.)

3. TERM

The term of this Agreement shall be for a period of one (1) years, commencing on July 1 ,2016 through and including June 30, 2017. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The (Title of department head) or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

4. TERMINATION

1 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
2 be provided hereunder, are contingent on the approval of funds by the appropriating government
3 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
4 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
5 notice.

6 B. Breach of Contract - The COUNTY may immediately suspend or terminate
7 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 8 1) An illegal or improper use of funds;
9 2) A failure to comply with any term of this Agreement;
10 3) A substantially incorrect or incomplete report submitted to the
11 COUNTY;
12 4) Improperly performed service.

13 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
14 of any breach of this Agreement or any default which may then exist on the part of the
15 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
16 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
17 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
18 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
19 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
20 demand.

21 C. Without Cause - Under circumstances other than those set forth above,
22 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
23 notice of an intention to terminate to CONTRACTOR.

24 5. COMPENSATION/INVOICING: (Note to County staff: If sales tax is
25 applicable and to be paid to an out-of-state vendor, it must be separated from the total
26 compensation and the vendor must have a California Sales Tax Permit Number.) COUNTY
27 agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:
28 "[Enter compensation]". CONTRACTOR shall submit monthly invoices in triplicate to the County

1 of Fresno "[Enter Department Name]" .

2 In no event shall services performed under this Agreement be in excess of
3 "[Enter maximum contract amount]" during the term of this Agreement. It is understood that all
4 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be
5 borne by CONTRACTOR. (Note to County staff: If the number of days within which payment
6 must be made is specified, this paragraph must provide for payment after a minimum of forty-five
7 (45) days from date of receipt of invoice by the COUNTY.)

8 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and
9 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
10 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
11 employees will at all times be acting and performing as an independent contractor, and shall act in
12 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
13 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
14 direct the manner or method by which CONTRACTOR shall perform its work and function.
15 However, COUNTY shall retain the right to administer this Agreement so as to verify that
16 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

17 CONTRACTOR and COUNTY shall comply with all applicable provisions of
18 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
19 matters the subject thereof.

20 Because of its status as an independent contractor, CONTRACTOR shall have
21 absolutely no right to employment rights and benefits available to COUNTY employees.
22 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
23 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
24 responsible and save COUNTY harmless from all matters relating to payment of
25 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
26 regulations governing such matters. It is acknowledged that during the term of this Agreement,
27 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
28 Agreement.

1 7. MODIFICATION: Any matters of this Agreement may be modified from time
2 to time by the written consent of all the parties without, in any way, affecting the remainder.

3 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
4 Agreement nor their rights or duties under this Agreement without the prior written consent of the
5 other party.

6 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
7 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
8 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
9 resulting to COUNTY in connection with the performance, or failure to perform, by
10 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
11 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
12 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
13 of CONTRACTOR, its officers, agents, or employees under this Agreement.

14 10. INSURANCE

15 Without limiting the COUNTY's right to obtain indemnification from
16 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
17 force and effect, the following insurance policies or a program of self-insurance, including but not
18 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the
19 term of the Agreement:

20 A. Commercial General Liability

21 Commercial General Liability Insurance with limits of not less than One
22 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
23 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
24 specific coverages including completed operations, products liability, contractual liability,
25 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
26 necessary because of the nature of this contract.

27 B. Automobile Liability

28 Comprehensive Automobile Liability Insurance with limits for bodily injury of

not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will administer this contract), stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and

collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

COUNTY OF FRESNO

[click here to enter County Address]

[click here to enter County Address]

[click here to enter County City/State]

CONTRACTOR

[click here to enter Contractor]

[click here to enter Contractor Address]

[click here to enter Contractor Address]

[click here to enter Contractor City/State]

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by

first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing

1 transactions that they are a party to by completing and signing a Self-Dealing Transaction
2 Disclosure Form, attached hereto as Exhibit A and incorporated herein by reference, and
3 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
4 immediately thereafter.

5 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
6 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
7 supersedes all previous Agreement negotiations, proposals, commitments, writings,
8 advertisements, publications, and understanding of any nature whatsoever unless expressly
9 included in this Agreement. *[If applicable, add the following: In the event of any inconsistency in
10 interpreting the documents which constitute this Agreement, the inconsistency shall be resolved
11 by giving precedence in the following order of priority: (1) the text of this Agreement (excluding
12 Attachment "A", the COUNTY'S Request for Quotation/Proposal No. "[Enter RFQ/RFP No.]" and
13 the CONTRACTOR'S Quote/Proposal in response thereto); (2) Attachment "A"; (3) the
14 COUNTY'S Request for Quotation/Proposal No. "[Enter RFQ/RFP No.]" ; and (4) the
15 CONTRACTOR'S quotation/proposal made in response to COUNTY'S Request for
16 Quotation/Proposal No. "[Enter RFQ/RFP No.]" .]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR**COUNTY OF FRESNO**

(Authorized Signature)

Gary E. Cornuelle
Purchasing Manager

Print Name & Title

Mailing Address

DATE:

DATE:

REVIEWED & RECOMMENDED FOR APPROVAL

Department Head's Signature

APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING FORM

County Counsel

Auditor-Controller/Treasurer-Tax Collector

FOR ACCOUNTING USE ONLY:

ORG No.: [click to type type org]
Account No.: [click to type type account]
Requisition No.: [click to type requisition number]

FCMC 10/12

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year first hereinabove written.

CONTRACTOR**COUNTY OF FRESNO**

(Authorized Signature)

Chairman, Board of Supervisors

Print Name & Title

Mailing Address

DATE:

DATE:

REVIEWED & RECOMMENDED FOR APPROVAL

Department Head's Signature

APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING FORM

County Counsel

Auditor-Controller/Treasurer-Tax Collector

FOR ACCOUNTING USE ONLY:

ORG No.: [click to type type org]

Account No.: [click to type type account]

Requisition No.: [click to type requisition number]

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