



**TUOLUMNE COUNTY HUMAN SERVICES AGENCY  
BEHAVIORAL HEALTH DEPARTMENT**

**Request for Qualifications (RFQ)  
For:**

**FY 2016-17 and ongoing**

**Mental Health Crisis Evaluation Services**

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For an electronic version of this RFP, go to:

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

*(Click on "Bids, RFPs & RFQs" in the Business section)*

\* This RFQ will remain open. Qualifications received will be evaluated promptly for potential inclusion on the County's Qualified Provider List. Notice of this open RFQ will be published at least annually.

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- 1. Cover Sheet
- 2. Sample Agreement

## 1. INTRODUCTION / PROGRAM OVERVIEW

The County of Tuolumne, through its Behavioral Health Department (TCBHD) seeks to establish a list of qualified persons to provide after hours and/or weekend mental health crisis evaluation services (“Qualified Provider List”) as needed. The County intends to contract with all qualified applicants to work at the direction of TCBHD, receiving the following compensation:

- \$6.50 per hour standby pay
- \$10.00 per hour for driving between home and the local hospital, Adventist Health Sonora (formerly Sonora Regional Medical Center), plus mileage reimbursement at the County’s reimbursement rate
- \$75.00 per hour for face-to-face time

The responsibility of this contract position is to provide crisis assessment services at the local hospital, Adventist Health Sonora, when an individual requires evaluation for possible inpatient psychiatric services. If a person is determined to be a danger to self or others or is unable to meet his/her basic needs due to a mental disorder, involuntary detention under Welfare and Institutions Code §5150 is imposed. TCBHD provides a mental health crisis response system 24 hours/7 days per week through its Crisis Assessment and Intervention Program (CAIP) and will work with the hospital emergency department for placement and transportation once the evaluation has been completed.

## 2. SCOPE OF WORK

It is the County’s intent to contract with individuals from the Qualified Provider List to provide as-needed after-business hours and/or weekend mental health crisis evaluation services. Contracts with multiple qualified providers will be used to best coordinate and accommodate reasonable hours and days. A qualified provider will be responsible for coordinating closely with the CAIP team and TCBHD clinical management. Duties of a qualified provider will include:

- Provide crisis evaluation after-business hours and/or during weekends, as arranged.
- Ability to provide services 24 hours per day for weekends and holidays and/or from 5:00 PM to 8:00 AM weekdays, **though hours may be shortened based on CAIP staffing or the provider may apply for only certain days or times based on select availability.**
- Report regularly to the Clinical Manager or Supervisor and CAIP team regarding any problems or progress specific to individuals being assisted.
- Submit documentation as required.

A. **Minimum Qualifications:** The Review Committee will consider all applicants whose qualifications comply with the following criteria:

- **Must be** licensed or license eligible as Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT) or Clinical Psychologist

B. **Other Desired Qualifications:**

- Crisis intervention experience

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- Experience in current practice of behavioral health clinical services in the public sector, including knowledge of community-based practice, evidence-based program development, and dual diagnosis expertise.

**3. RFQ ACTIVITIES AND TIMELINES**

<u>Activity</u>	<u>Date</u>
• Release of updated published RFQ	05/31/2017
• Deadline for all Questions	Ongoing
• Deadline for RFQ Applications to County	Ongoing
• Applicant interviews	Ongoing
• Deadline for Appeals/Protest	Ongoing
• Contract(s) executed for 1 Year Cycle – (from date contract signed)	Ongoing

The County will notify the individuals on the Qualified Provider List in writing of any substantive changes in terms of the RFQ. Applications submitted will be evaluated promptly for inclusion on the Qualified Provider List. This open RFQ will be advertised on at least an annual basis.

**4. APPLICATION PACKAGE INSTRUCTIONS**

The term of a contract awarded under this RFQ will be for one (1) year with an option to extend for at least one (1) additional year. The design of this RFQ response is at the discretion of the applicant, but must include the information listed below.

- A. COVER SHEET – print, complete and sign cover sheet (Attachment 1).
- B. STATEMENT OF QUALIFICATIONS – Three (3) pages are allowed for narrative, not including attachments. *Applicants may substitute a résumé or curriculum vitae for written narrative.* Please include the following information:
  - Detail your education history, including the following:
    - School name and address
    - Dates attended
    - Diplomas/degrees obtained
  - Attach proof of California licensure or registration for licensure for an LCSW, MFT or Clinical Psychologist.
  - Describe your experience with providing the desired after hours and/or weekend crisis evaluation services. Include experience in providing the same or similar crisis evaluation services and activities to state and county government agencies, non-profit and/or private agencies.
- C. REFERENCES - Provide a minimum of three professional references.

**D. FORMAT INSTRUCTIONS:**

- The application is to be straightforward, clear, concise and responsive to the information requested.
- In order for an application to be considered complete, the applicant must provide all information requested in the Application Package Instructions (Section 4 A-C).
- The application documents must be prepared in the following format: printed one side only, on white 8 ½” by 11” paper with one inch margins. The response to each section of the application package must be limited to the number of pages specified.
- Each applicant must submit one original application package with an original signature on the Cover Sheet (Attachment 1) and TWO (2) additional copies of the signed application. The original must be clearly marked “ORIGINAL.”

**5. APPLICATION TERMS AND CONDITIONS**

It is the responsibility of each applicant to be familiar with all of the specifications, terms and conditions of this RFQ. By the submission of an application package, the applicant certifies that if awarded a contract, applicant will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

The Cover Sheet (Attachment 1) of each application package stipulates that each applicant accepts all terms and conditions contained in this RFQ. Each applicant shall submit its application package with the understanding that it will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the final award decision to any provider.

The Cover Sheet of each application package also stipulates that each applicant certifies that all statements in the application are true. This constitutes a warranty, the falsity of which shall include the right, at the County's option, of declaring any contract made, as a result thereof, null and void. Applications shall be completed, executed, and submitted in accordance with the instructions of this RFQ. If an application is not submitted in the format specified in Section 4.D. of this RFQ, it may be rejected unless the County determines that the nonconformity is either a minor irregularity or that the defect or variation in the application is immaterial or inconsequential. The County may give the applicant an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

**6. RFQ QUESTIONS**

Questions regarding this RFQ release must be submitted in writing (email acceptable). Questions will not be accepted by telephone, facsimile (fax), or orally. The County reserves the right to decline a response to any question if, in the County’s assessment, the information cannot be obtained and shared with all potential applicants in a timely manner. The County will email and

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post answers to all questions on the County website: <http://www.tuolumnecounty.ca.gov>. Once on the Tuolumne County website, click on “Bids, RFPs & RFQs” in the Business section. Questions should be addressed to:

**After-Hours Mental Health Crisis Evaluation Services RFQ  
2016/17 and Ongoing  
Tuolumne County Human Services Agency  
Attn: Amy Arndt, Sr. Staff Services Analyst  
20075 Cedar Road North  
Sonora, CA 95370**

Or by email at: [aarndt@co.tuolumne.ca.us](mailto:aarndt@co.tuolumne.ca.us)

Questions regarding this RFQ and the Qualified Provider List may be submitted to the above individual. Answers to such questions will be posted promptly following receipt.

**7. SUBMISSION DEADLINE**

For consideration for the Qualified Provider List, sealed application packages must be received at the Human Services Agency (HSA) Administration Office:

**Tuolumne County Human Services Agency  
Administration Office  
Attention: Amy Arndt, Sr. Staff Services Analyst  
20075 Cedar Road North  
Sonora, CA 95370**

No e-mailed, electronic, or facsimile applications will be considered. All applications must be received and time stamped at the stated address. A time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of applications. Any applications submitted will be considered promptly for inclusion on the Qualified Provider List.

**8. SELECTION PROCESS**

- A. The County shall name, for the purpose of evaluating the applications for this RFQ, a Review Committee composed of representatives from the County. The County may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- B. Application documentation requirements set forth in this RFQ are designed to provide guidance to applicants concerning the type of information that will be used by the Review Committee. Applicants shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.
- C. The Review Committee will review the submitted applications for conformity with the qualifications requested in this RFQ. All applicants who are deemed qualified by the Review Committee will be placed on the County’s Qualified Provider List in the order of date the successful application was received.

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- D. The County reserves the right to contract with multiple qualified providers to best coordinate and accommodate reasonable hours and days which, in the sole judgment of the County, best accomplishes the desired results. The County also reserves the right to determine the order in which it contracts with qualified providers to allow the greatest flexibility in coverage. Additional qualified providers shall be added to the Qualified Provider List as qualified applications are received.
- E. All qualified applicants will be notified of their placement on the Qualified Provider List. The County will notify, in writing, each qualified provider whose application is selected for contract award and of the general assurances and certifications required.
- F. **Negotiation:** The County reserves the right to negotiate with any individual, agency or organization on the Qualified Provider List. Items that may be negotiable include: term of contract (Agreement) and schedule.
- G. **Applications Not Selected:** Applicants whose applications are determined not to qualify will be notified in writing of the rejection according to Section 11 of this RFQ.
- H. Applicants listed on the Qualified Provider List may request removal from the List in writing to the County.

**9. EVALUATION CRITERIA**

The Review Committee will evaluate the submitted applications to determine each applicant’s responsibility and responsiveness. A responsible applicant is one whose application substantially complies with all requirements described in Section 4 of this RFQ, according to the following criteria:

Completeness of Application Package	Pass / Fail
Education	20 points
Experience	20 points
References	20 points
Personal Interview	40 points
<b><i>TOTAL</i></b>	<b><i>100 points</i></b>

- **Interviews:** Applicants will be notified if they have been selected for interview by the Review Committee once their application packages have been evaluated, and interviews scheduled for mutual convenience. Selection criteria utilized by the Review Committee during interviews will mirror the selection criteria listed above, subject to modification if needed.
- An applicant whose complete response, including application package and interview, receives a total score of 75 points or higher will be deemed a qualified applicant and placed on the Qualified Provider List.

## **10. SUCCESSFUL APPLICATION AS PART OF CONTRACT SERVICES**

Applications received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as its basic scope of work. Therefore, applicants are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

## **11. AWARD**

Awards will be made to qualified applicants whose services will be advantageous to the County, with all factors considered. The County will negotiate with qualified applicants to develop the contract (Agreement) for mutual satisfaction. Applicants will receive mailed Award/Non-Award notification(s).

Applicants are advised County reserves the following prerogatives:

- To reject any or all applications;
- To consider historic information and fact, whether gained from the applicant's response or any other source, in the selection process; and
- The applicant is cautioned that it is the applicant's sole responsibility to submit information related to the evaluation criteria and the County is under no obligation to solicit such information if it is not included with the application package. Failure of the individual, agency or organization to submit such information may cause an adverse impact on the evaluation of the application.

## **12. PROTEST / APPEAL PROCESS**

The following procedure is provided in the event that an applicant wishes to protest the process or appeal the recommendation to award contract(s) once Notice(s) of Award/Non-Award have been issued.

- A. Any protest/appeal must be submitted in writing to the HSA Administration Office, 20075 Cedar Road North, Sonoma, CA 95370, Attention: Amy Arndt, Sr. Staff Services Analyst.
- B. The protest/appeal must be submitted before 3:00 p.m. within ten (10) business days following the date of the Notice being challenged.
- C. The protest/appeal must contain a complete statement of the basis for the protest/appeal.
- D. The protest/appeal must include the name, address, telephone number and e-mail address of the person representing the protesting/appealing party.
- E. The procedure and time limits are mandatory and are the applicant's sole and exclusive remedy in the event of a protest/appeal.



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- Applicant's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest/appeal, including filing a Government Code claim or legal proceedings.

Within ten (10) working days of receipt of written protest/appeal, the HSA Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss, or issue a written response to advise an appeal/protest decision

### **13. PUBLIC RECORDS ACCESS**

Applicants should be aware that submitted applications are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the applicants to clearly identify information in their application packages that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the applications will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, award(s) have been made.

### **14. CONTRACTING REQUIREMENTS**

In order to contract with the County of Tuolumne, an applicant must meet the following requirements:

- Make available to the County its federal Tax Identification Number (TIN) or Social Security Number (SSN) for tax purposes.
- Maintain individual client case files and make these files available to and open for inspection by appropriate County, State, and Federal staff.
- Maintain statistical and financial records necessary for audit review and make periodic reports, which may be requested by the County.
- Submit, by the date due, all required statistical, financial and other reports in the format prescribed by the County.
- Maintain statistical, financial and other records in such a way as to document and assure the accuracy of the data presented in these reports.
- Account for any discrepancy between the contracted level of service and the actual level.
- Meet the requirements for audit of its expenditures as provided in the above documents.

### **15. CONTRACT INFORMATION**

A sample Agreement (Attachment 2) is attached to this RFP, which details all standard terms and conditions required by the County of Tuolumne. Upon expiration/termination of initial contracts awarded under this RFQ, the County may award subsequent contracts under substantially similar terms to providers listed on the Qualified Provider List.

**COVER SHEET – After-Hours Mental Health Crisis Evaluation Services**

*Each applicant must submit one original application package with an original signature on the COVER SHEET and TWO (2) additional copies of the signed application package. The original must be clearly marked “ORIGINAL.”*

- This application is submitted for consideration of inclusion on the County’s Qualified Provider List.
- I accept the terms and conditions contained in the Request for Qualifications (RFQ) package.
- I certify that all statements in this application are true.

Typed or Printed Name:		Date:
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<b>AUTHORIZED SIGNATORY</b>			
Name		Specialty	
License #			
Signature		Date	
Address			
Phone		Fax	
E Mail			

**As the Authorized Signatory, you will be named to receive payments. You will also retain primary financial and legal responsibility for any resulting contract.**

**AGREEMENT FOR PROFESSIONAL SERVICES  
After-Hours Mental Health Crisis Evaluation**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of 2017, by and between the County of Tuolumne, a political subdivision of the State of California, (“County”), and \_\_\_\_\_, a [INSERT TYPE OF COMPANY OR SOLE PROPRIETOR], (“Contractor”), pursuant to the following terms and conditions.

**W I T N E S S E T H:**

**1. TERM**

The term of this Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, unless extended as provided by this Agreement.

This Agreement may be extended for up to one (1) additional one (1) period, through \_\_\_\_\_, by written amendment signed by both parties.

**2. SERVICES**

Contractor shall perform after-hours mental health crisis evaluation services as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

**3. COMPENSATION**

Contractor shall be compensated for services performed in an amount not to exceed \$ \_\_\_\_\_ for the initial term from \_\_\_\_\_ through \_\_\_\_\_ and not to exceed \$ \_\_\_\_\_ per fiscal year thereafter. The Contractor’s rates are listed in Exhibit B, “Cost Proposal.” The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

**4. INSURANCE**

A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Contractor’s insurance policy(ies) shall be placed with insurer(s) with acceptable Best’s rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- i. Workers’ Compensation Coverage – Workers’ Compensation Insurance and Employer’s Liability Insurance for employees in accordance with the laws

of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).

- ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
  - iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
  - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of three million dollars (\$3,000,000). Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").
  - ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
  - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - iv. The insurer waives all rights of subrogation against the County additional insureds.

- v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

## **5. HOLD HARMLESS/INDEMNIFICATION**

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

## **6. INDEPENDENT CONTRACTOR**

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly

waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for and on behalf of the Contractor and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

## 7. ASSIGNMENT

This Agreement is for the professional services of the Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

## 8. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**

[INSERT CONTACT INFO]

**COUNTY:**

Behavioral Health Director  
County of Tuolumne  
2 South Green Street  
Sonora, CA 95370

## 9. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010, incorporated herein by reference and

made a part of this Agreement as if attached hereto. GTC-610 can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

## **10. NON-DISCRIMINATION**

Contractor shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

## **11. PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## **12. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Human Services Agency Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## **13. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## **14. TERMINATION AND RIGHTS UPON TERMINATION**

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon ninety (90) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

## **15. NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

## **16. DISPUTES**

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

## **17. CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

## **18. NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

## **19. MANDATORY AND PERMISSIVE**

"Shall" is mandatory. "May" is permissive.

## **20. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.



## **21. COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

## **22. OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## **23. CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

## **24. AUTHORITY**

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

## **25. NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

## **26. NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

## **27. WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

## **28. FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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

*[Signatures on the following page]*

COUNTY OF TUOLUMNE	CONTRACTOR
By: Craig Pedro County Administrative Officer	By:
By: Ann Connolly Human Services Agency Director	
By: Steve Boyack Acting Behavioral Health Director	
APPROVED AS TO LEGAL FORM:	
By: Christopher Schmidt Deputy County Counsel	

Exhibit A  
SCOPE OF WORK

**1. PROJECT**

Contractor shall provide crisis assessment services at the local hospital (Adventist Health Sonora, formerly Sonora Regional Medical Center) when an individual requires evaluation for possible inpatient psychiatric services. If a person is determined to be a danger to self or others or is unable to meet his/her basic needs due to a mental disorder, involuntary detention under Welfare and Institutions Code §5150 is imposed. County provides a mental health crisis response system 24 hours/7 days per week through its Crisis Assessment and Intervention Program (CAIP) and will work with the hospital emergency department for placement and transportation once the evaluation has been completed.

**2. CONTRACTOR'S DUTIES**

Contractor, in close coordination with the CAIP Team and Behavioral Health clinical management, shall provide after-business hours and/or weekend crisis evaluation services. Contractor's duties shall include:

- Provide mental health crisis evaluation after-business hours and/or during weekends as arranged.
- Ability to provide services 24 hours per day for weekends and holidays and/or from 5:00 PM to 8:00 AM weekdays – **though hours may be shortened based on CAIP staffing or the Contractor's select availability for only certain days or times.**
- Report regularly to the County Behavioral Health Clinical Manager or Supervisor and CAIP Team regarding any problems or progress specific to individuals assisted.
- Submit documentation as required.

**3. PRIVILEGES AND LICENSURE**

Contractor shall at all times while providing services under this Agreement shall be licensed or licensed eligible as Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT) or Clinical Psychologist in the State of California. Failure of Contractor to maintain such eligibility/licensure or revocation or suspension of such eligibility/licensure shall be grounds for immediate termination of this Agreement by the County.

Exhibit B  
COST PROPOSAL

Contractor shall be compensated at the following rates for services rendered:

- \$6.50 per hour standby pay
- \$10.00 per hour for driving between home and the local hospital (Sonora Regional Medical Center) plus mileage reimbursement at the County's reimbursement rate
- \$75.00 per hour for face-to-face time