

**REQUEST FOR PROPOSAL # 010311
CHANGING DEMOGRAPHICS: ENHANCE EFFECTIVENESS OF
INTERACTION/ENGAGEMENT WITH GROWING POPULATIONS AND IMPROVE
COMMUNITY-BASED ASSETS AND SYSTEMS
COUNTY OF SONOMA DEPARTMENT OF HEALTH SERVICES**

January 3, 2011



County of Sonoma Department of Health Services
475 Aviation Blvd. Suite 211
Santa Rosa, CA 95404

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Section 1: Introduction

This RFP outlines the information necessary to understand the Contractor selection process and the required documentation necessary for the submission of proposals. This is a competitive Proposal.

A. Purpose of Request For Proposal

The County of Sonoma Department of Health Services (DHS) is soliciting proposals from organizations or individuals to do the following: assist DHS staff in 1) researching best practices for community engagement; 2) assessing the County's community engagement effectiveness; and 3) developing recommendations for refinement of County practices.

All interested proposers must meet the requirements specified in this Request for Proposal (RFP). Proposers must have qualified staff on hand for this project and be ready to begin work on or before the project initiation date specified in the key dates listed in Section I F.

B. Background

Sonoma County's current Strategic Plan specifies that the Department of Health Services (DHS) conduct an assessment of the County's community engagement practices (Strategic Plan Project #28; see attached Charter). Specifically, Project #28 focuses on three emerging populations: Latino, Senior and low income (i.e., recently laid-off) populations. The County projects continued high growth for both of these communities, and successful engagement is fundamental to its strategic perspective on Sonoma County's overall health.

The goal of Project #28 is for the County to build its capacities to engage these communities, to ensure that there is effective communication and coordination of efforts to maintain and enhance their health and wellbeing. The Project's charter specifies that the County's capacities should be built through an assessment of current community engagement practices. As part of this assessment, DHS is to research "best practices" outside of Sonoma County, and compare the County's performance to these best practices. This comparative analysis will, in turn, lead to the development of recommendations for refining the County's current practices.

The contractor will work closely with representatives of DHS, including its Director of Health Policy, Planning and Evaluation, who will manage the project. Additional DHS staff as well as representatives of all County departments will provide the project team with guidance and access to staff associated with their respective community engagement efforts. The contractor will participate in all phases of the Project, in some cases leading specific activities, and in other cases providing staff support in excess of that provided by DHS. All work will be guided by a detailed workplan, which will be jointly developed by the contractor and DHS representatives.

C. Proposal Submittal

Proposers must submit (1) electronic copy on CD using Microsoft Word document format at a version not less than MS Office Word 2003, one (1) signed original, and four (4) copies of the signed proposal by February 1, 2011. Do not place an original or copies in binders. Proposals must be enclosed in a sealed envelope or package and clearly marked "Department of Health Services Strategic Plan Project #28." Proposals are due before February 1, 2011 at 5:00 PM and shall be submitted to:

SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES
JOANN BORRI
COMPLIANCE OFFICER
475 AVIATION BLVD, STE 210
SANTA ROSA, CA 95403

The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

D. Written Questions

All questions regarding the content of this RFP must be submitted in writing, either by e-mail, fax or letter and must be received by the date indicated in the Key Event Dates table identified in Section 1F.

Submit questions via e-mail to:

dennis@drateam.com

The subject line of all email questions must include the following: Question re SPP #28 RFP.

When the County has completed its review of the questions, all of the questions and answers will be e-mailed to all known recipients of the original RFP and/or other interested parties who email their interest in these materials.

E. Finalist Interviews

In the event DHS determines the need for finalist interviews, such interviews are tentatively scheduled during the last ten working days of February, 2011.

F. RFP Process and Key Action Dates

The selection process and the key action dates are listed in this section. The procurement of these services will proceed as follows:

1. Proposals are reviewed and evaluated by members of a Contractor Selection Committee
2. Interviews may be scheduled for finalists
3. References are checked on selected finalists
4. Recommendation to Director
5. Award made
6. Contract provisions finalized
7. Communication of Award
8. Board of Supervisors approves Director to enter into contract

<u>Date</u>	<u>Event</u>
1/03/11	Release Request for Proposals (RFPs)
1/14/11	Proposer Written Questions Deadline
1/18/11	Responses to Questions
2/1/11	Proposals Due
2/17/11	Proposals Evaluated by County
2/21-2/25/11	Interviews Conducted (if necessary)
2/25/11	Selection announced (subject to delay without notice to proposers)
3/15/11	Director authorized to enter into contract (subject to delay without notice to proposers)

G. Minimum Qualifications

1. Assessing County Community Engagement Practices

Successful proposals must meet the following qualifications. Proposals that fail to demonstrate adequate experience and/or competence for each item will not be considered for contracting.

- A. Experience working with a wide range of County Departments/Agencies:
- B. The Project will demand a working knowledge of County governments, including the mission of various County Departments and/or Agencies. Proposals must demonstrate both depth and breadth of experience working with a variety of County Departments/Agencies. Familiarity with community engagement “best practices:” Successful completion of the Project’s assessment phase depends upon the comparison of current County community engagement practices to documented best practices. At a minimum, proposals must demonstrate 1) knowledge of community engagement resources/examples/inventories; and 2) capacities to match potential best practices to the characteristics of Sonoma County’s Latino, Senior and low income populations..
- C. Internet and literature research capacities/experience: The Project’s first phase is the documentation of best practices for community engagement with Senior, Latino and low income populations. This phase must be completed quickly, since the subsequent phases depend upon its findings. Proposals must demonstrate the capacity to efficiently access a full range of most appropriate informational sources, together with an institutional ability to begin work quickly upon contract award.
- D. Facility in translating data into information: Proposals must demonstrate analytical capacities and experience, with emphasis on 1) developing population-tailored information gathering tools; 2) producing audience-tailored reports and presentations; and 3) translating group discussion findings into plans of action for the refinement of Project tools and strategies.
- E. Experience in developing, integrating, promoting and/or using web-based techniques for community engagement: Sonoma County is committed to a comprehensive viewpoint on community health, using www.healthysonoma.org. Proposals must

demonstrate past experience in using similar approaches to develop recommendations for enhanced community engagement.

- F. Working as part of client-managed team: Proposals must document past experiences working as part of a client-contractor team. The Project anticipates that all team members must be prepared to assume lead or secondary roles on particular tasks, as needed (consistent with the terms of the service agreement).

2. Cultural Competency Requirements

Proposals must demonstrate competency in anticipating the cultural, literacy and age-related characteristics of Sonoma County's Latino, Senior and low income populations. Specifically, the proposal must describe how the contractor has previously accommodated such characteristics in performing work similar to this Project.

H. Scope of Services

Section 1: The contractor will provide the following major services:

1. Conduct research to identify best practices among local governments and organizations outside of Sonoma County. A report on these best practices will encompass community engagement, communication, service delivery and capacity-building approaches that have proven to be responsive to emerging Senior, Latino and low income populations.
2. Assess the County's capacities to accomplish its strategic mission in the event of changing local demographics, using the findings from the Project's best practices research.
3. Complete an analysis comparing best practices to current County community engagement practices.
4. Deliver recommendations for building the County's capacities to engage Sonoma County's Latino, Senior and low income populations.

Section 2: Content of Proposals

This RFP section provides you with the opportunity to highlight corporate and/or organizational characteristics that you believe support your service proposal. Organizational competence, experience, values and capacities will be important criteria in determining the successful contractor.

For this RFP, it is acceptable for independent firms or organizations to submit a joint proposal, provided that the proposal demonstrates effective past working relationships on similar projects. Any joint proposal must clearly identify the sub-contracting relationship, including a copy of the proposed sub-contract format. Joint proposals also must provide adequate rationale for the proposed relationship, e.g., why is a joint proposal necessary and/or desirable, what each firm brings to the team, etc.

Finally, your proposal should balance detail with succinctness, i.e., proposals should demonstrate the writing and organizational skills that will be needed for successful completion of the Project.

I. Proposal Instructions

All proposals must include the following. Any proposal that does not include each and every item listed below will be disqualified from consideration.

1. Cover Letter: Provide a cover letter that contains the following:
 - a. Statements that you agree to the terms of the agreement (sample provided as Attachment A) and to submit the required insurance endorsements. The County's Workers' Compensation and Commercial General Liability requirements are stated in Attachment A, Sections 6.1 and 6.2.;
 - b. The individual or organization name, full mailing address, e-mail address, telephone number, and the name of the primary contact person;
 - c. The name, title and organization of the individual authorized to bind the agreement (contract) with the County of Sonoma.
2. Company Profile: Provide a company profile including size, location(s), financial status, and relevant demographics and any other organizational information that supports your proposal.
3. Budget/Budget Narrative: Prepare a budget and budget narrative following the Cost section J in this RFP, including hourly rates for staff.
4. References: Provide at least three customer/client references from previous projects that are similar in nature and scope to this project.
5. Project Staff Resumes: Provide resumes of each staff person who will work directly on this project. Project team resumes must demonstrate that the identified staff have experience relevant to the scope of this project.
6. Project Workplan: Using the Project Workplan (Attachment B) provide the following:
 - a. general perspectives on the Project Workplan, including but not limited to your initial assumptions about the Project, perceived risks, experience-based expectations, etc.;
 - b. how you propose to use each of your Project staff for each work item where "Project Consultant" is listed;
 - c. based on your experience, recommendations: 1) tasks that are missing and need to be included; 2) tasks that you recommend be deleted from the workplan, along with your rationale for deletion; 3) adjustments to the proposed overall team membership;
 - d. lessons learned or other descriptions of experiences in conducting any/all of the Workplan tasks;
 - e. recommendations for adjustments to the timing of tasks as described in the Workplan, along with the rationale for any recommendations; and
 - f. any additional perspectives on the Workplan.

7. Additional Resources Needed: Describe information, documents, staff assistance, facilities and/or other resources you will require from DHS in order to complete your work.
8. Organizational Competencies: All proposals must include detail on the following:
 - a. How do your organizational policies, program philosophies and mission statements reflect a value for cultural competency throughout your organization;
 - b. How cultural competency issues are identified and rectified, and what quality assurance techniques are used on an ongoing basis to assure continual improvement;
 - c. How the linguistic needs of clients will be met including: 1) the specific linguistic and cultural capacities of proposed direct service staff; 2) staff knowledge and experience with the various Sonoma County's cultures and communities; how the applicant accesses or will access linguistic capacity for those languages associated with the Project's target communities for which the contractor currently does not have capacity;
 - d. How the principles of cultural competence are integrated into the contractor's service delivery system(s).

J. Cost

This is a fixed-price, deliverables-based contract. This section must detail all charges to be assessed the County for the required services. Please provide a detailed and itemized cost proposal to complete this project.

1. For all personnel, list the name, title, rate per hour and number of hours proposed. If a pool of personnel is proposed, list the composition of the pool and how the cost proposed was calculated.
2. For all materials, supplies, and other direct costs, list all unit prices, etc., to detail how the calculations were made.
3. For equipment, indicate support needs for computers, printers etc.
4. For all travel, enter details for air tickets, hotel costs, per diem within the county.
5. For other expenditures, include space rental, clerical and other administrative costs.
6. For all indirect costs, list the rates applied and the base to which the rate is applied.
7. For any subcontract proposed, submit a separate breakdown format.
8. Justification for the need of some cost elements may be listed as an attachment, i.e., special equipment, above average consultant fees, etc.
9. Please provide the total number of hours you expect this project to consume.

K. General Information

1. Rights and Regulations

Sonoma County reserves the right to accept any proposal and to negotiate an agreement with any proposer. The successful proposer will be required to comply with all applicable equal opportunity laws and regulations.

Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.

All Proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Board of Supervisors.

Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the selections are made, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page. The County will consider a proposer's request for exemptions from disclosure; however, the County will make a decision based upon applicable laws. An assertion by a proposer that the entire proposal, or large portions, is exempt from disclosure will not be honored.

2. Precontractual Expenses

The County shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Alternatives

If proposers take exception or make alterations to any requirement of the RFP, alternatives must be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Proposers must indicate in the cover letter that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Agreement

Proposers shall be willing to provide the required insurance and accept the terms of the Agreement. A sample of the Agreement is included as Attachment A. With few exceptions, the general terms will not be negotiated. Article 5 of Attachment A, Indemnification of the Agreement, will not be negotiated. Proposers must include in the cover letter a statement as to the willingness to sign an agreement with the existing contractual language. Statements must include specifics as to any contractual language the proposer wishes to change. Please note that any exceptions or changes to the Agreement may constitute grounds to reject the proposal. Please note that if you submit a proposal that does not address exceptions to the agreement you are accepting all terms and conditions contained therein.

L. Selection Process

Proposals will be reviewed by a selection committee and will be evaluated using the following criteria (PLEASE NOTE: these criteria are not presented in rank order, and their respective weights vary.)

1. Documented capacities to perform the services described.
2. Experience and expertise in the various areas of community engagement with Senior, Latino and low income populations, as stated in this RFP.
3. The quality of the firm/organization's work as verified by references.
4. Cost, i.e., a budget that demonstrates an economical approach to the completion of all services indicated in the Scope of Services (Section H).
5. A demonstrated history of providing similar services to comparable entities.
6. The completeness of the proposal.
7. The quality of the written proposal, i.e., the clarity of writing, the organization of thoughts and the balance between completeness and succinctness.

The County may evaluate any information from any source it deems relevant to the evaluation. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

M. Duration

All proposals will remain in effect and legally binding for at least ninety (90) days.

N. Cancellation of Intent to Award

Time is of the essence in awarding the agreements. The County reserves the right to cancel any intent to award and proceed with the award to other contractors if any selected contractor has not signed the agreement within two weeks after the notification of intent of award.

O. Appeal

Following notice of intent to award, a period of 7 days is allowed for the receipt of appeals. Agencies not selected for funding have the right to file an appeal if they believe that a significant material error occurred in the proposal evaluation and/or selection process that had a negative effect on their consideration for funding. The following rules apply to the appeal process:

1. Appeals will only be accepted from agencies that submitted proposals for funding. No third party appeals will be considered.
2. Appeals must be filed in writing and sent to Rita Scardaci, Director, Sonoma County Department of Health Services. Appeals should be sent to 475 Airport Blvd., Santa Rosa, CA 95403. Appeals must be received within 7 days of notice of intent to award.
3. The Director will review the appeal and issue a final decision within ten (10) working days of receipt of the appeal.

P. Collaboration

The Department of Health Services encourages collaborative projects between agencies and/or individuals. Collaborative requests should carefully delineate each agency or individual's responsibility and role in the project. A lead agency should be identified to act as fiscal agent for the project and will be expected to sub-contract with collaborating agencies as appropriate.

ATTACHMENT A:
COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated the _____ day of _____, 20____, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and _____, a Type of Entity. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified _____, experienced in the preparation of _____ and related services; and

WHEREAS, in the judgment of the _____, it is necessary and desirable to employ the services of Contractor for _____.

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

A G R E E M E N T

I. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A – Scope of Work" attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation with County. Contractor shall cooperate with County in the performance of all services hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices 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. If County determines that any of Contractor's work is not in accordance with such level of competency, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge

until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 4 below; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County

b. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid a maximum of \$_____ for completion of all work, in accordance with the amounts specified below for completion of each sub task, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of any sub task. Specified amounts will only be paid for completion of each sub task, as described by the table following.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged. In no event shall the County be obliged to pay Contractor more than the total sum of one hundred thousand dollars, (\$100,000.00) under the terms and conditions of this Agreement.

2.1 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

3. Term of Agreement. The term of this Agreement shall be from 3/15/11 to 3/15/12 unless terminated earlier in accordance with the provisions of Section 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement immediately upon written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.9 and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

4.6 Obligations After Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Section 9.4, Records Maintenance; (2) Section 9.4.1, Right to Audit, Inspect and Copy Records; (3) Section 9.13, Confidentiality; (4) Section 13.5, Applicable Law and Forum; and (5) Section 5, Indemnification.

4.7 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this Section 5 apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described below.

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the County of Sonoma, Department of Health Services.

6.2 General Liability Insurance Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) limit for each occurrence and Two Million Dollars (\$2,000,000) each for the general aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

a. The County of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the on-going and completed operations by or on behalf of the named insured in the performance of this Agreement between the County of Sonoma and Contractor.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply 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.

c. The insurance provided herein is primary and non-contributory coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.

d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

6.5 Documentation. The following documentation shall be submitted to the County of Sonoma, Department of Health Services:

a. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the County for the duration of this Agreement.

b. Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current endorsements evidencing the above-specified requirements on file with the County for the duration of this Agreement.

c. Upon County's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

d. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that

already exists, at least ten (10) days before expiration or other termination of the existing policy.

6.6 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Professional Standard. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable 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.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Section 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of seven (7) years following completion of work hereunder.

9.4.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement.

9.5 Conflict of Interest

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the planning or procurement process and performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of

Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.6 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.8 Assignment Of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.9 Ownership And Disclosure Of Work Product. All project information concerning the planning, processes, development or procedures of the project are to be kept confidential and secure. The information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and includes concepts and discussions as well as written or electronic materials. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.10 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and Contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.11 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.12 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.13 Confidentiality. Contractor agrees to maintain the confidentiality all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.13 shall survive termination of this Agreement.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: _____

TO: CONTRACTOR: _____

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

**Section 3: ATTACHMENT A:
Sample Service Agreement**

County of Sonoma
Department of Health Services
Project Name RFP #: date of issuance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA:

_____ Date _____

Rita Scardaci, MPH, Director
Department of Health Services

_____ Date _____

Sonoma County Purchasing Agent (If Applicable)

Certificates of Insurance on File with and Approved as to Substance:

_____ Date _____

Division Director or Designee

Approved as to Form:

_____ Date _____

County Counsel

Workplan
Strategic Plan Project #28 – Changing Demographics

STRATEGIC PLAN PROJECT #28: CHANGING DEMOGRAPHICS: ENHANCE EFFECTIVENESS OF INTERACTION/ENGAGEMENT WITH GROWING POPULATIONS AND IMPROVE COMMUNITY-BASED ASSETS AND SYSTEMS			
GOAL 1: Develop a portfolio of “best practices” in meeting the public service needs of Latino, Senior and low income populations.			
Objective 1A: Assemble project team, leadership, consultant and staff support.			
Activity	Key Participants	Completion	Benchmark/Deliverable
Develop draft work plan	DHS Director	November 2010	Final workplan & budget are available
Identify Project Manager and other project staff	DHS Director	November 2010	Staffing positions and individual staff persons are in place
Develop and release an RFP for consultant services	DHS Staff	January 2011	Proposals are received in response to the RFP
Identify and recruit Changing Demographics Workgroup members to include representatives from the CAO, DHS, HSD, HR; key community partners serving emerging populations (Latino, Seniors, etc.) and others as appropriate; the Workgroup oversees project implementation	Project Manager Project Staff County Dept. Representatives	January 2011	Documented agreements for membership are received; identification of Department alternates is made
Identify and recruit County Liaison Group members: to include staff from all County service departments, including DHS. The Liaison Group provides data and information, reviews and comments on draft products, attends meetings, facilitates community access and provides subject expert input	Project Manager Project Staff County Dept. Representatives	January 2011	Documented agreements for membership are received; delivery is made of project Overview/data needs to all Liaison Group members; recruitment of consultant proposal readers is in place

**Section 3: ATTACHMENT B:
SPP #28 Workplan**

MEETING #1: Convene Project Workgroup to review and finalize the project charter, highlight desired outcomes, endorse the project work plan, and develop a preliminary meeting schedule	Project Manager Project Staff County Dept. Representatives	February 2011	Meeting attendance/summary document is produced; group approval of charter, outcomes, workplan and meeting schedule is achieved
Select and execute contract with consultant; finalize consultant scope of work.	Project Manager	March 2011	The consultant contract is finalized
Objective 1B: Conduct research to identify best practices among other local governments and organizations outside the area related to service delivery, community engagement and capacity-building approaches that have proven to be responsive to emerging populations i.e. Latino, seniors and low-income populations.			
Activity	Key Participants (assumes staff support)	Completion	Benchmark/Deliverable
Develop and pilot a structured tool for Liaison Group feedback on 1) likely demographic trends; 2) resources they recommend as best practices	Project Manager Project Consultant	April 2011	Delivery of the feedback tool to Liaison Group members
Distribute, support, collect and summarize Liaison Group feedback	Project Consultant Project Manager	April 2011	Summary report on Liaison Group members' feedback is produced and distributed
Develop specifications defining the best practice resource review's scope	Project Consultant Project Manager	April 2011	Approved specifications for best practice review are produced
MEETING #2: Using members' feedback, develop Workgroup summary on likely demographic trends, using a structured tool for Workgroup feedback	Project Consultant Project Manager	May 2011	Final report on Workgroup members' feedback is available for distribution
Distribute a draft version of the best practice review specifications to Liaison Group members; solicit feedback prior to first scheduled meeting of the Liaison Group; and revise research plan as needed	Project Consultant Project Manager	May 2011	A summary report on the Liaison Group's feedback is available for distribution and review

**Section 3: ATTACHMENT B:
SPP #28 Workplan**

MEETING #3: Develop Liaison Group consensus on the best practice resource review specifications; and develop final specifications accordingly	Project Consultant Project Manager	May 2011	Final specifications are in place for best practice resource review
Complete the best practices review; prepare a draft report on findings; produce draft reports after review by project staff; produce final draft for review by Workgroup and Liaison Group members; conduct research, interviews, literature review; and compile results, conduct analysis and prepare report on findings	Project Consultant Project Manager	June 2011	Final draft report is distributed to Workgroup and Liaison Group members
Collect Workgroup and Liaison Group feedback on best practices report	Project Manager Project Consultant	July 2011	Final version of the report is available to all stakeholders
Incorporate and test best practices; DHS will select a limited set of recommended best practices to field test; selected stakeholders will complete a structured feedback tool; and an assessment report will be produced for DHS program refinement and possible distribution externally	DHS Director Project Consultant Project Manager	July 2011 and following	Target sub-communities are selected and new interventions begin
GOAL 2: Assess the County's capacities to accomplish its strategic mission in the event of changing local demographics, using the findings from the Project's best practices research.			
Objective 2A: Build and finalize the assessment tool.			
Activity	Key Participants	Completion	Benchmark/Deliverable
Develop a draft assessment protocol (direction, assumptions, expectations, desired outcomes, tool[s], etc.)	Project Consultant Project Manager	April 2011	Draft assessment tool is available for review by Liaison Group members
Distribute a draft version of the assessment protocol to Liaison Group members; and solicit and summarize feedback prior to scheduled Workgroup meeting	Project Consultant Project Manager	May 2011	Liaison Group feedback is received and summarized

**Section 3: ATTACHMENT B:
SPP #28 Workplan**

Revise draft assessment protocol based on Liaison Group's feedback	Project Consultant Project Manager	May 2011	Draft assessment tool is revised and available for review
Distribute new draft of assessment protocol to Workgroup members	Project Consultant Project Manager	May 2011	Draft of assessment tool is distributed
MEETING #4: Develop Workgroup consensus on the assessment protocol; develop the final assessment protocol	Project Consultant Project Manager	June 2011	Final version of the assessment tool is ready for use
Objective 2B: Apply, summarize and report on the Assessment findings.			
Activity	Key Participants	Completion	Benchmark/Deliverable
Collect all data specified in the assessment protocol; collate data; analyze data; produce draft report on findings; distribute draft report to Workgroup and Liaison Group memberships; collect and summarize feedback; produce final assessment report; and distribute final report to Workgroup members	Project Consultant Project Manager Liaison Group members	October 2011	Final assessment report is distributed
GOAL 3: Develop capacity-building recommendations based on the Assessment findings.			
Objective 3A: Produce draft and final versions of a recommendation matrix.			
Activity	Key Participants	Completion	Benchmark/Deliverable
Produce matrix document matching findings with individual recommendations; all recommendations will reference particular County departments; all recommendations will reference best practice portfolio items	Project Consultant Project Manager Liaison Group members	December 2011	Draft version of recommendation matrix is available for review by Workgroup and Liaison Group members
Distribute Department-specific portions of the recommendation matrix document to the respective Department Liaison Group members	Project Consultant Project Manager	December 2011	Draft version is distributed
Collate Liaison Group members' responses; produce new version of the matrix for review by the project Workgroup	Project Consultant Project Manager	January 2012	Responses are collated; a new draft of the matrix is available for distribution

**Section 3: ATTACHMENT B:
SPP #28 Workplan**

Distribute the recommendation matrix document for review by the project Workgroup; collect Workgroup feedback; produce new draft of recommendation matrix	Project Consultant Project Manager	January 2012	Final draft of matrix is available for approval by Workgroup.
MEETING #5: Develop Workgroup consensus on recommendation matrix	Project Consultant Project Manager	February 2012	Recommendation matrix is in final form, ready for inclusion in final report
Objective 3B: Produce and distribute final project report.			
Activity	Key Participants	Completion	Benchmark/Deliverable
Finalize recommendation matrix; produce final report draft including, but not limited to: project charter; background; methodologies; constituents; best practice findings; capacity-assessments; recommendations; and the recommendation matrix	Project Consultant Project Manager DHS Director	February 2012	Draft report is available for distribution to Workgroup and other stakeholders as determined by DHS Director
Distribute the final report document for review by the project Workgroup; collect Workgroup feedback; produce new draft of the final report; and distribute final draft version for review by selected constituencies	Project Consultant Project Manager	February 2012	Distribution of a draft final report is completed; completion of solicitation of feedback from all Workgroup members; summary of all feedback; review of final draft report; production of final report.
Distribute Final Report	Project Manager	February 2012	Final report is distributed; receipt is documented by each Department; report is scheduled for Board of Supervisors' review.