



**Department of Health & Human Services
COUNTY OF HUMBOLDT**

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COUNTY OF HUMBOLDT

Request for Proposals No. DHHS2020-01

**Sub-Acute Transitional Mental Health, Specialty Mental Health and/or Social
Rehabilitation Services**

**Humboldt County, California
Issued: January 3, 2020**

Proposals Due: March 13, 2020 (received by 4:00 p.m.)

**Humboldt County Department of Health & Human Services
507 F Street
Eureka, California 95501**

REQUEST FOR PROPOSALS NO. DHHS2020-01
SUB-ACUTE TRANSITIONAL MENTAL HEALTH, SPECIALTY MENTAL HEALTH AND/OR
SOCIAL REHABILITATION SERVICES

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REQUEST FOR PROPOSALS NO. DHHS2020-01
SUB-ACUTE TRANSITIONAL MENTAL HEALTH, SPECIALTY MENTAL HEALTH AND/OR
SOCIAL REHABILITATION SERVICES

1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Health and Human Services – Mental Health.
- C. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract awarded to the Successful Proposer regarding the provision of sub-acute transitional mental health, specialty mental health and/or social rehabilitation services equivalent to those set forth in this Request for Proposals as part of a long-term adult residential treatment and/or supportive living program.
- D. **Proposal.** As used herein, the term “Proposal” refers to an offer submitted in accordance with this Request for Proposals to provide sub-acute transitional mental health, specialty mental health and/or social rehabilitation services equivalent to those set forth herein as part of a long-term adult residential treatment and/or supportive living program for a specified sum of money.
- E. **Proposer.** As used herein, the term “Proposer” refers to any agency or organization submitting a Proposal in response to this Request for Proposals.
- F. **Services.** As used herein, the term “Services” refers to specified sub-acute transitional mental health, specialty mental health and/or social rehabilitation services that are provided as part of a long-term adult residential treatment and/or supportive living program.
- G. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to an agency or organization that the County selects to enter into a final Professional Services Agreement with after the evaluation, review and selection processes set forth in this Request for Proposals have been completed.

1.2 Abbreviations:

- A. **C.F.R.** As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations.
- B. **DHHS – Mental Health.** As used herein, the abbreviation “DHHS – Mental Health” refers to the Mental Health Division of the Humboldt County Department of Health and Human Services.
- C. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of sub-acute transitional mental health, specialty mental health and/or social rehabilitation services as part of a long-term adult residential treatment and/or supportive living program.

2.0 INTRODUCTION:

The County of Humboldt (“County”), by and through its Department of Health and Human Services – Mental Health (“DHHS – Mental Health”), is issuing this Request for Proposals (“RFP”) to solicit Proposals from qualified mental health treatment facilities to provide sub-acute transitional mental health, specialty mental health and/or social rehabilitation services (“Services”) to eligible DHHS – Mental Health clients as part of a long-term adult residential treatment and/or supportive living program. Each Successful Proposer must have the ability to provide qualified and experienced staff to perform Services equivalent to those set forth in this RFP. This RFP is a non-binding solicitation and may be canceled by the County at any time.

3.0 PRELIMINARY SCOPE OF SERVICES:

This section presents a preliminary scope of services to generally communicate the County’s expectations regarding the provision of the Services solicited hereby. A precise scope of services will be developed by the County and each Successful Proposer and incorporated into the final Professional Services Agreements awarded pursuant to this RFP process.

3.1 Outline of Anticipated Services:

Depending upon the proposed treatment program, Successful Proposers may be required to provide all, or a portion, of the following Services, twenty-four (24) hours per day, seven (7) days per week, to severely and persistently mentally ill adults and Lanterman Petris Short Act conservatees, between eighteen (18) to fifty-nine (59) years of age:

- A. Sub-Acute Transitional Mental Health Services.** The types of sub-acute transitional mental health services that Successful Proposers may be required to provide pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:
1. Provision of personal living quarters and laundry facilities in a safe and supportive environment.
 2. Provision of continuous observation, assessment, supervision and support, including, without limitation, medication monitoring and administration, if necessary.
 3. Provision of three (3) nutritional meals, and snacks in between meals, on a daily basis, including the preparation of special diets as prescribed by a physician.
 4. Assistance with menu planning, budgeting, shopping, meal preparation and washing dishes.
 6. Assistance with cleaning personal living quarters, laundry and other necessary housekeeping tasks.
 7. Assistance with taking any and all prescribed medications.
 8. Assistance with planning, arranging and/or providing transportation to medical, clinical and dental appointments.
 9. Assistance with modifying maladaptive behavior patterns and developing alternative methods of managing life stressors and other daily living skills, including, without limitation, personal hygiene, grooming, household and recreational leisure skills, that will enable clients to live in less restrictive, more independent settings and eventually transition back into the community.

10. Development of client treatment and wellness recovery action plans, with the assistance of DHHS – Mental Health staff, that include utilization of community resources and supports, Peer support, referrals to alcohol and other drug treatment programs and mental health services, such as individual and group counseling.
11. Adherence to County’s individualized client plans in order to transition clients to less restrictive levels of care in a timely manner.
12. Notification, as needed, to appropriate persons and/or agencies regarding client needs.

B. Specialty Mental Health Services. The types of specialty mental health services that Successful Proposers may be required to provide pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:

1. Provision of medically necessary skill-based interventions for the remediation of adverse behaviors or improvement of symptoms, including, without limitation, implementation of a positive behavioral plan.
2. Provision of individual, group and/or educational counseling sessions that are designed to assist clients with transitioning to less restrictive levels of care.
3. Assistance with developing functional skills to improve self-care, self-regulation or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others.
4. Assistance with developing skills or replacement behaviors that allow the client to fully participate in the creation of his or her mental health service plan.
5. Assistance with developing skills to improve self-management of symptoms, including, without limitation, self-administration of medications, as appropriate.
6. Assistance with developing, maintaining and utilizing social networks, including, without limitation, the use of natural and community resources.
7. Assistance with addressing behaviors that interfere with the achievement of a stable and permanent independent living situation.
8. Assistance with addressing behaviors that interfere with seeking and maintaining stable and permanent employment.
9. Assistance with addressing behaviors that interfere with transitional independent living objectives, including, without limitation, seeking and maintaining housing.

C. Social Rehabilitation Services. The types of social rehabilitation services that Successful Proposers may be required to provide pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:

1. Development of written case plans that take into account the unique life circumstances of each client.
2. Provision of crisis management services, including, without limitation, communicating with physicians and other service providers, as appropriate.

3. Provision of life skills education, including, without limitation, conducting regular meetings with clients, as appropriate.
4. Provision of nutrition counseling, including, without limitation, assisting clients with menu planning, shopping and meal preparation.
5. Provision of peer coaching, mentoring, support and assistance, including, without limitation, providing role modeling and encouragement to clients to take personal responsibility for actively pursuing their own wellness and learning plans, in a manner that is respectful to the unique qualities of each client.
6. Assistance with maintaining permanent low-cost housing, including, without limitation, helping clients prepare and submit any and all appropriate financial assistance documents.
7. Assistance with obtaining dental, medical and mental health care services, including, without limitation, helping clients make dental, medical and clinical appointments.
8. Assistance with obtaining substance use disorder services, including, without limitation, referring clients to appropriate community-based treatment programs.
9. Assistance with obtaining, accessing and utilizing available services, benefits and community resources, including, without limitation, providing transportation to dental, medical and clinical appointments and other community-based activities, as appropriate.
10. Adherence to individualized case plans in order to ensure that clients have access to, and are able to engage in, purposeful and meaningful activities.

D. Discharge Planning and Coordination Services. Each Successful Proposer shall communicate with DHHS – Mental Health on a monthly basis, and more frequently as needed, to coordinate plans for discharge of clients to less restrictive levels of care. Successful Proposers will be required to facilitate access to, and utilization of, Health Insurance Portability and Accountability Act compliant conferencing or telemedicine equipment to enable DHHS – Mental Health to have a minimum of monthly joint conferences with clients, clients’ families and/or the Successful Proposers’ clinicians and/or staff members in order to facilitate discharge planning processes. Successful Proposers shall be responsible for obtaining informed consent for telemedicine.

3.2 Program Development and Coordination:

The County anticipates that each Successful Proposer will work together with DHHS – Mental Health to plan, and organize information pertaining to, the provision of Services equivalent to those set forth in this RFP as part of a long-term residential treatment and/or supportive living program, including, without limitation, participating in planning sessions and regular meetings. Each Successful Proposer will also be expected to maintain timely and regular communication with DHHS – Mental Health throughout the terms of the Professional Services Agreements awarded pursuant to this RFP process.

4.0 REQUIREMENTS STATEMENT:

4.1 Eligibility Requirements:

A. Mandatory Qualifications. In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:

1. Proposers must have at least five (5) years of experience providing Services equivalent to those set forth in this RFP to individuals with complex mental health, substance use and co-occurring disorders.
2. Proposers must have extensive knowledge of, and familiarity with, any and all local, state and federal laws, regulations, policies, procedures, standards and contractual requirements applicable to the provision of Services equivalent to those set forth in this RFP.
3. Proposers must possess adequate resources, or have the ability to obtain such resources during the term of the final Professional Services Agreement, that are necessary to provide Services equivalent to those set forth in this RFP.
4. Proposers must employ an adequate number of qualified professional staff to ensure the efficient and effective provision of Services equivalent to those set forth in this RFP in accordance with the terms and conditions of the sample Professional Services Agreement that is attached hereto as Attachment D and incorporated herein by reference as if set forth in full.
5. Proposers must possess adequate documentation that any and all personnel that will be responsible for providing Services equivalent to those set forth in this RFP pursuant to the terms and conditions of a Professional Services Agreement have completed all required criminal background checks, drug screens and other related processes in accordance with any and all applicable local, state and federal laws, regulations and standards.
6. Proposers must not have a record of unsatisfactory performance, lack of integrity or poor business ethics.
7. Proposers must have the ability to adjust their data collection, reporting and audit practices in order to meet the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto.

B. Preferred Qualifications. Proposals which demonstrate that all, or a portion, of the following conditions have been satisfied will be given preference over those that do not:

1. The Proposer has ten (10) or more years of experience providing Services equivalent to those set forth in this RFP to individuals with complex mental health, substance use and co-occurring disorders.
2. The Proposer has the ability to start providing Services equivalent to those set forth in this RFP immediately upon the execution of a Professional Services Agreement.
3. The Proposer has extensive experience implementing evidence-based practices in relation to the provision of Services equivalent to those set forth in this RFP.
4. The Proposer has extensive knowledge of the billing and organizational productivity requirements and standards applicable to the provision of Services equivalent to those set forth in this RFP.

C. Licensure, Certification and Accreditation Requirements. In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements at the time of contract execution.

4.2 Performance Standards:

A. General Duties and Obligations of the Successful Proposer.

1. Each Successful Proposer shall ensure that Services equivalent to those set forth in this RFP are provided by qualified, efficient and discreet employees in strict accordance with any and all applicable local, state and federal, laws, regulations, policies, procedures, standards, guidelines and best practices and any and all standard and special instructions provided by DHHS – Mental Health.
2. Each Successful Proposer shall have the sole responsibility of paying the salaries, taxes and all other expenses relating to all staff and personnel employed thereby. All staff and personnel responsible for providing Services equivalent to those set forth in this RFP shall be employees of the Successful Proposers and shall at all times be subject to the direct supervision and control of the Successful Proposers.
3. Each Successful Proposer shall be available to confer with DHHS – Mental Health staff regarding the provision of Services equivalent to those set forth in this RFP.

B. Confidentiality Requirements.

1. Successful Proposers shall not access any confidential medical information or personally identifiable client information, except as is absolutely necessary in the course of providing Services equivalent to those set forth in this RFP.
2. Successful Proposers shall not disclose, except as required by law, any confidential medical information or personally identifiable client information obtained through the provision of Services equivalent to those set forth in this RFP.
3. Successful Proposers shall not access any confidential proprietary information or records, including, without limitation, information which concerns DHHS – Mental Health’s treatment methods, operations and costs, except as absolutely necessary in the course of providing Services equivalent to those set forth in this RFP.
4. Successful Proposers shall not disclose, use or copy any proprietary information obtained during the provision of Services equivalent to those set forth in this RFP without first obtaining DHHS – Mental Health’s express written consent.

C. Reporting and Notification Requirements.

1. Successful Proposers shall provide DHHS – Mental Health with monthly performance reports, via invoice or supplemental report, in accordance with the requirements set forth in the final Professional Services Agreements. Depending on the proposed treatment program, performance reports shall include, without limitation, all, or a portion, of the following information for each site or facility at which Services equivalent to those set forth in this RFP are provided:
 - a. Monthly census, including client names, dates of admission, dates of discharge and number of clients served.
 - b. Attendance and/or participation of all programs and activities made available to clients pursuant to the terms and conditions of a Professional Services Agreement.

- c. Updates regarding clients’ treatment plans and activities relating to treatment plan accomplishments.
 - d. Notification and explanation of any and all placements accepted, denied, delayed and/or discharged by the Successful Proposers.
 - e. Notification of client participation in activities related to wellness recovery action plans.
 - f. Notification of, and documentation regarding, any and all client admissions to psychiatric and/or medical hospitals.
 - g. Notification of, and documentation regarding, the number of days in which clients were placed on the most restrictive level of care.
 - h. Notification of any current or anticipated difficulty in providing services, or if the services do not appear to result in the anticipated benefit to the client.
2. Successful Proposers shall notify DHHS – Mental Health within twenty-four (24) hours after the admission of a client to a psychiatric or medical hospital.
 3. Successful Proposers shall notify DHHS – Mental Health as soon as possible when a client experiences a change in service level that requires either enhanced services or acute psychiatric or medical hospitalization.
 4. Successful Proposers shall submit one (1) hard copy and one (1) electronic copy of any and all reports and/or notifications required pursuant to the terms and conditions of a Professional Services Agreement in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards.
 5. Successful Proposers shall submit any and all reports and/or notifications required pursuant to the terms and conditions of a Professional Services Agreement in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Standard Time. The County hereby reserves the right, at its sole discretion, to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustment to the following schedule of events shall be provided to all Proposers.

EVENT	DATE
RFP Issued by County:	January 3, 2020
Deadline for Submission of Written Questions:	January 15, 2020
Deadline for Responses to Questions:	January 22, 2020
Deadline to Submit Proposals:	March 13, 2020, 4:00 p.m.

EVENT	DATE
Proposer Interviews and Presentations, if necessary:	To be determined, 2020
Completion of Proposal Evaluation Process:	April 17, 2020
Recommendation of Award to Board of Supervisors:	May 5, 2020
Contract Start Date:	To be determined, 2020

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Proposal Submission:

Proposers shall prepare and submit one (1) original Proposal and one (1) electronic copy thereof, in PDF format on a CD, DVD or flash drive, by **4:00 p.m. Pacific Standard Time, March 13, 2020**. Proposals shall be signed by an authorized representative of the Proposer, and placed in a sealed envelope clearly marked as “**RFP No. DHHS2020-01**” along with the name and address of the Proposer and the closing date and time for submission of Proposals. Proposals that are unsigned, or signed by an individual not authorized to bind the Proposer, will be considered nonresponsive and rejected. Proposals shall be personally delivered or mailed to:

COUNTY: Humboldt County DHHS – Mental Health
 Attention: Joseph Demlow, Administrative Analyst II
 730 Harris Street
 Eureka, California 95501
 Email: jdemlow@co.humboldt.ca.us

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened. Additionally, time is of the essence, and any Proposal received after the above-referenced date and time for submittal, whether by mail or otherwise, will be rejected and returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFP precludes the County from extending the deadline for submission of Proposals, or from requesting additional information at any time during this RFP process.

6.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal at any time prior to the above-referenced deadline for submission of Proposals by submitting written notification of withdrawal signed by an authorized representative of the Proposer. Proposers must retrieve the entire sealed Proposal package in person. Proposals will become the County’s property after the submission deadline has passed.

6.3 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. All handwritten modifications must be made in ink and properly initialed by the Proposer’s authorized representative. It is the responsibility of the Proposer to ensure that modified Proposals are resubmitted before the designated deadline for submission of Proposals in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline.

6.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to comply with the requirements, specifications and standards set forth in this RFP. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to make such investigations and examinations will not relieve the Successful Proposers from the obligation to comply with all provisions and requirements set forth in this RFP. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

6.5 Expenses Incurred in Preparing Proposals:

The County shall not accept any responsibility for, or pay any costs or expenses associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal. Such expenses are to be borne exclusively by the Proposer.

6.6 Right to Reject Proposals:

The County reserves the right to reject any and all Proposals or to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection.

6.7 Public Records and Trade Secrets:

All Proposals and materials submitted in response to this RFP shall become the County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFP, and all Proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws, regulations and standards. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "Proprietary Information" at the top of the page in at least one-half (0.5) inch letters. Specifically identified proprietary information, will not be released, if the Proposer agrees, in writing, to indemnify and defend the County in any action brought to disclose such information. By submitting such information, the Proposer agrees that the County's failure to contact the Proposer prior to the release of such proprietary information contained therein will not be a basis for liability by the County, or any employee thereof.

6.8 Conflict of Interest:

By submitting a Proposal in response to this RFP, each Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to solicit or assist in procuring a Professional Services Agreement as a result of this RFP process, nor that any such person will be employed in the performance of such Professional Services Agreement without immediate divulgence of such fact to the County.

7.0 REQUIRED FORMAT OF PROPOSALS:

7.1 General Instructions and Information:

A. **Content Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:

1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments.
2. Proposals must be submitted by a single Proposer. Collaborative and/or multi-agency Proposals will not be considered for award.
3. Proposals must be complete and specific unto themselves. For example, “*See Enclosed Manual or Brochure*” will not be considered an acceptable response.
4. Proposals must provide information which enables the County to properly evaluate the Proposer’s ability to perform Services equivalent to those set forth in this RFP in a manner that is concise and to the point.
5. Proposals must provide information which enables the County to properly evaluate the Proposer’s ability to comply with the requirements, specifications and standards set forth in this RFP and the sample Professional Services Agreement attached hereto in a manner that is concise and to the point.
6. All information, statements, letters and other documentation and attachments required by this RFP must be included in the original Proposal and the electronic copy thereof.
7. Receipt of all Addenda to this RFP, must be acknowledged on the RFP Signature Affidavit sheet attached to the original Proposal and the electronic copy thereof.

B. Presentation Requirements. In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:

1. Proposals must be bound or contained in loose leaf binders. However, costly bindings, color plates and glossy brochures are not necessary or recommended.
2. Proposals must be uniformly typed in twelve (12) point font on standard eight and one-half (8.5) by eleven (11) inch white paper, single or double sided, with:
 - a. Each section and subsection clearly titled;
 - b. Each page consecutively numbered, including all attachments;
 - c. Each page having one (1) inch margins; and
 - d. Each page being clean and suitable for copying.

C. Formatting Requirements. In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals shall follow the format outlined herein. Failure to follow the format set forth in this RFP may result in the Proposal being rejected by the County as non-responsive. Each Proposal shall consist of all of the following sections:

- 1.0 Introductory Letter
- 2.0 Table of Contents
- 3.0 Signature Affidavit
- 4.0 Professional Profile
- 5.0 Program Description

- 6.0 Cost Proposal
- 7.0 Supplemental Documentation
- 8.0 References
- 9.0 Evidence of Insurability and Business Licensure
- 10.0 Exceptions, Objections and Requested Changes
- 11.0 Required Attachments

7.2 Introductory Letter:

The introductory letter shall, in one (1) page or less, describe the Proposer’s qualifications, experience and vision regarding the provision of Services equivalent to those set forth in this RFP. The introductory letter must also provide the Proposer’s contact information, including, without limitation, the name, address and telephone number of a representative that is authorized to communicate with the County on behalf of the Proposer.

7.3 Signature Affidavit:

Each Proposal must contain a signed and completed copy of the Signature Affidavit that is attached hereto as Attachment A and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit.

7.4 Table of Contents:

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 11.0 in the order listed above, and any subsections thereof, with sequential page numbers.

7.5 Professional Profile:

Proposals shall include a clear and concise narrative that identifies the Proposer’s ability to provide Services equivalent to those set forth in this RFP.

A. Organization Overview. The Professional Profile must contain an overview of the structure and operation of the Proposer’s organization, which includes, at a minimum, all of the following information:

1. The Proposer’s organization name, physical location, mission statement, accreditation, certification and/or licensure status, legal organizational status, such as partnership, corporation or limited liability company, current staffing levels and overall budget.
2. A detailed description of the Proposer’s current and previous business activities, including, without limitation:
 - a. The history of the Proposer’s organization, including the date when the organization was founded and how innovation and high quality performance is fostered thereby.
 - b. The total number of years the Proposer has been operating under the present organization name, and any prior organization names under which the Proposer has provided Services equivalent to those set forth in this RFP.

- c. The number of years the Proposer has been providing Services equivalent to those set forth in this RFP.
 - d. The total number of government agencies for which the Proposer has provided Services equivalent to those set forth in this RFP.
 - e. The total number of adult residential and/or supportive living facilities currently being operated by the Proposer that provide Services equivalent to those set forth in this RFP.
 - f. The total number of individuals receiving Services equivalent to those set forth in this RFP on an annual basis.
3. A detailed description of any litigation regarding the provision of Services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including the nature and result of such litigation, if applicable.
 4. A detailed description of any fraud convictions related to the provision of services pursuant to the terms and conditions of public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
 6. A detailed description of any violations of local, state and/or federal regulatory requirements, if applicable.
 7. A detailed description of any controlling or financial interest the Proposer has in any other organizations, or whether the Proposer's organization is owned or controlled by any other organizations. If the Proposer does not hold a controlling or financial interest in any other organizations, that must be stated.

B. Overview of Qualifications and Experience. The Professional Profile must contain an overview of the Proposer's qualifications and experience regarding the provision of Services equivalent to those set forth in this RFP, which includes, at a minimum, all of the following information:

1. Identification of the Proposer's management team, key personnel and subcontractors that will be responsible for providing Services equivalent to those set forth in this RFP, including, without limitation, any and all applicable organizational charts and/or diagrams.
2. A detailed description of the qualifications and experience of key personnel and subcontractors that will be responsible for providing Services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses, certifications and experience with other governmental agencies.
3. A detailed description of the Proposer's overall experience regarding the provision of Services equivalent to those set forth in this RFP, which includes specific examples of the outcomes and successes of such Services.
4. A detailed description of the Proposer's overall experience implementing evidence-based practices in relation to the provision of Services equivalent to those set forth in this RFP.

5. A detailed description of the Proposer's overall knowledge of the legal, billing, organizational productivity and other procedural requirements and standards applicable to the provision of Services equivalent to those set forth in this RFP.
6. A detailed description of how the Proposer's qualifications and experience will help meet the County's objective of providing quality sub-acute transitional mental health, specialty mental health and social rehabilitation services to eligible DHHS – Mental Health clients as part of a long-term adult residential treatment and/or supportive living program.

7.6 **Program Description:**

Proposals shall include a clear and concise description of the proposed treatment program which identifies the Proposer's ability to comply with the requirements, specifications and standards set forth in this RFP and the sample Professional Services Agreement attached hereto.

A. **Description of Services.** The Program Description must contain an overview of the Services that will be provided as part of the proposed treatment program, which includes, at a minimum, all of the following information:

1. A detailed description of any Services set forth in this RFP that will not be provided as part of the proposed treatment program.
2. A detailed description of any additional Services equivalent to those set forth in this RFP that will be provided as part of the proposed treatment program.
3. A detailed description of how the Proposer will provide Services equivalent to those set forth in this RFP which includes, without limitation, any and all evidence-based practices that will be utilized thereby.
4. A detailed description of the systems and processes that will be utilized to collect data related to, and evaluate the effectiveness of, the Services provided as part of the proposed treatment program which includes, without limitation, the process for collecting and analyzing program and client-level data, the process for measuring the success of the services being provided and the steps that will be taken if identified performance targets are not met.
5. A detailed description of any procedural techniques that the Proposer believes may add value to the Services that will be provided as part of the proposed treatment program.

B. **Quality Assurance Capabilities.** The Program Description shall include an overview of the Proposer's policies and procedures regarding quality control, which includes, at a minimum, all of the following information:

1. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles applicable to the provision of Services equivalent to those set forth in this RFP.
2. A detailed description of the specific management strategies that will be utilized to assure satisfactory performance of Services equivalent to those set forth in this RFP.
3. A detailed description of how the availability of key personnel, and the expected communication channels between the Proposer and DHHS – Mental Health, will ensure

that Services equivalent to those set forth in this RFP will be performed to the County's satisfaction, including, without limitation, how potential problems and/or disputes will be resolved.

7.7 Cost Proposal:

- A. Price Quotes.** Proposals shall include an itemized list of any and all costs and expenses associated with the provision of Services equivalent to those set forth in this RFP. Cost information should be presented in a form that is substantially similar to the Cost Proposal Form that is attached hereto as Attachment B and incorporated herein by reference as if set forth in full. In addition to the above-referenced cost information, Proposals should also include a detailed explanation of how the costs and expenses in each budget line item were estimated and the justification for such costs and expenses. It should be noted that administrative costs not to exceed ten percent (10%) of the overall cost of the proposed project may be included in the total program budget set forth in the price quote.
- B. General Instructions and Requirements.** The following is an outline of the general information and requirements applicable to price quotes:
1. Price quotes shall be valid for a minimum of one hundred eighty (180) days from the Proposal submission deadline of March 13, 2020.
 2. Price quotes shall include any exceptions, deviations and clarifications pertinent to the provision of Services equivalent to those set forth in this RFP that may assist in the evaluation of such price quotes.
 3. The total program budget set forth in the price quote shall not exceed any local, state or federal maximum allowances applicable to Services equivalent to those set forth in this RFP.

7.8 Supplemental Documentation:

Proposals shall include a list of any and all documents that will assist the County in evaluating the Proposer's ability to comply with the requirements, specifications and standards set forth in this RFP and the sample Professional Services Agreement attached hereto, including, without limitation, any and all administrative policies, procedures and best practices that will be used to facilitate the provision of Services equivalent to those set forth in this RFP and any and all required licensure, certification and/or accreditation documents.

7.9 References:

- A. Reference Data Sheet.** Proposals shall include a complete and verified copy of the Reference Data Sheet that is attached hereto as Attachment C and incorporated herein by reference, which includes present and past performance information from a minimum of three (3) former clients, preferably governmental agencies, to whom the Proposer has provided Services equivalent to those set forth in this RFP within the past five (5) years.
- B. Required Information.** The performance information provided with each reference must be clearly correlated to the provision of Services equivalent to those set forth in this RFP. Each reference must include, at a minimum, all of the following information:
1. The name, physical address, email address and telephone number for the current contact

person of each referenced client.

2. The dates on which Services equivalent to those set forth in this RFP were provided to each referenced client.
3. A detailed description of the Services performed for each referenced client, including, without limitation, the time period in which such Services were delivered.
4. A detailed description of how the Services provided by the Proposer led to accomplishment of each referenced client's objectives.
5. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

7.10 Evidence of Insurability and Business Licensure:

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement attached hereto. Upon the award of the Professional Services Agreements, each Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. Additional insurance should not be purchased until the Professional Services Agreements have been awarded. In addition, all Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of Services equivalent to those set forth in this RFP.

7.11 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms, conditions, requirements, specifications and standards set forth in this RFP prior to submitting a Proposal in response hereto. Any exceptions, objections or requested changes to any portion of this RFP shall be clearly identified and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and section number of the referenced portion of this RFP. Protests based on any exception, objection or requested change shall be considered waived and invalid by the County, if the exception, objection or requested change is not clearly identified and adequately explained in the Proposal.

7.12 Required Attachments:

In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals must contain any and all required attachments. Failure to include any of the following attachments may result in the rejection of the Proposal:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Cost Proposal** (See Section 7.7)
- **Attachment 3 – Supplemental Documentation** (See Section 7.8)
- **Attachment 4 – Reference Data Sheet** (See Section 7.9)

8.0 EVALUATION CRITERIA AND REVIEW PROCESS:

After the Proposals are received and opened by the County, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications and experience necessary to provide Services equivalent to those set forth in this RFP. In evaluating the Proposals, the County shall employ a one hundred (100) point competitive evaluation system

with consideration given to each of the following categories:

- **Service Requirements – 35 Points:** The Proposer’s ability to provide Services equivalent to those set forth in this RFP in accordance with the requirements, specifications and standards contained herein and the sample Professional Services Agreement attached hereto.
- **Organizational Experience and Capacity – 35 Points:** The Proposer’s experience in providing Services equivalent to those set forth in this RFP.
- **Commencement of Services – 10 Points:** The Proposer’s ability to start providing Services equivalent to those set forth in this RFP by the date currently scheduled as the start date of any Professional Services Agreements resulting from this RFP process.
- **Overall Cost of Services – 10 Points:** The Proposer’s ability to provide Services equivalent to those set forth in this RFP in a cost efficient manner.
- **Other Criteria – 10 Points:** The overall impression of the Proposer’s ability to provide Services equivalent to those set forth in this RFP.

All Proposals will be evaluated by an impartial RFP Evaluation Committee comprised of County Staff members and other parties that have expertise regarding, or experience with, the provision of Services equivalent to those set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals, and/or interviews with, one (1) or more Proposers. The purpose of any such requests for clarifications or interviews shall be to ensure the RFP Evaluation Committee’s full understanding of the Proposer’s ability to perform Services equivalent to those set forth in this RFP. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing, as appropriate. Any delay caused by a Proposer’s failure to respond to such a request for clarification or interview may result in the rejection of the Proposal.

The evaluation, review and selection process set forth herein is designed to award Professional Services Agreements to Proposers with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of Professional Services Agreements, if made by the County, will be based upon a total review and evaluation of each Proposal and the projected costs associated therewith.

All contacts made with the County during the evaluation, review and selection process shall be through DHHS – Mental Health Administrative Analyst II, Joseph Demlow (see Section 10.1 for contact information). Attempts by the Proposer to contact any other County representative during the review and selection process may result in rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written statement from the Proposer about this RFP process.

9.0 CONTRACT DEVELOPMENT:

9.1 Contract Negotiation Process:

Once the evaluation, review and selection process set forth in this RFP has been completed, the County will notify each Proposer of the final rankings and negotiate the terms and conditions of the final Professional Services Agreements with the highest-ranking Proposers. The highest-ranking Proposers shall participate in the contract negotiation process in accordance with direction from the County. Any delay caused by a Proposer’s failure to participate in good faith contract negotiations may lead to

rejection of the Proposal.

9.2 **Scoping Meetings:**

The highest-ranking Proposers may be asked to attend a scoping meeting to ensure that the Proposers have a full understanding of the terms, conditions and requirements that will be included in the final Professional Services Agreements. The Scoping meeting will also provide the highest-ranking Proposers with an opportunity to ask questions regarding the Services that they will be expected to provide pursuant to the terms and conditions of the final Professional Services Agreements.

9.3 **Award of Agreements:**

If the County determines, after the completion of the contract negotiation process, to award contracts for the provision of Services equivalent to those set forth in this RFP, final Professional Services Agreements shall be sent to the Successful Proposers for signature. Once signed copies have been returned to the County, the final Professional Services Agreements will be submitted to either the Humboldt County Board of Supervisors or the Humboldt County Purchasing Agent for review and approval. The County hereby reserves the right to award Professional Services Agreements to the Proposers which, in the sole judgment of the County, meets the County's objective of providing quality sub-acute transitional mental health, specialty mental health and social rehabilitation services to eligible DHHS – Mental Health clients as part of a long-term adult residential treatment and/or supportive living program. No Proposal shall be binding upon the County until an Agreement is signed by duly authorized representatives of both the Successful Proposers and the County.

9.4 **Contractual Requirements:**

- A. **Term.** Any and all Professional Services Agreements resulting from this RFP process shall begin upon execution thereof. The County shall have the right to extend the term of, and increase the maximum amount payable under, any Professional Services Agreement resulting from this RFP process based on the availability of funds.
- B. **Termination for Cause.** If, in the County's opinion, a Successful Proposer fails to adequately provide the agreed upon Services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in any Professional Services Agreement resulting from this RFP process, or violates any local, state or federal law, regulation or standard applicable to the performance thereof, the County may immediately terminate the Professional Services Agreement or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.
- C. **Termination without Cause.** The County may terminate any Professional Services Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice.
- D. **Termination due to Insufficient Funding.** The County's obligations under any and all Professional Services Agreements resulting from this RFP process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate any Professional Services Agreements resulting from this RFP process upon seven (7) days advance written notice.
- E. **General Reporting Requirements.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to provide the County with any and all reports that may be required by any and all local, state

and/or federal agencies. Any and all reports required pursuant to the terms and conditions of any Professional Services Agreement resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable timeframes and accessibility requirements.

- F. Preparation and Maintenance of Performance and Clinical Records.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to prepare accurate and complete financial, performance and clinical records, documents and other evidence relating to the provision of Services equivalent to those set forth herein, and to maintain and preserve said records for at least ten (10) years from the date of final payment under such Professional Services Agreements, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- G. Inspection of Performance and Clinical Records.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to make any and all financial, performance and clinical records, documents and other evidence relating to the provision of Services equivalent to those set forth herein available during normal business hours to inspection, audit and reproduction by the County and any other duly authorized local, state and/or federal agencies, including, without limitation, the California Department of Health Care Services and the California State Auditor's Office. Successful Proposers will also be required to allow interviews of any of its employees who might reasonably have information related to such records by the County and any other duly authorized local, state and/or federal agencies.
- H. Project Monitoring.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the County will have the right to monitor all activities related to the provision of Services equivalent to those set forth herein, including, without limitation the right to review and monitor the Successful Proposers' records, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of such Professional Services Agreements. The Successful Proposers will be required to cooperate with corrective action plans, if deficiencies in their records, procedures or operations are identified by the County. However, the County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposers' performance.
- I. Disclosure of Confidential Information.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to protect all confidential information obtained pursuant to the terms and conditions thereof in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act; the United States Health Information Technology for Economic and Clinical Health Act; the United States Health Insurance Portability and Accountability Act of 1996; and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the United States Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- J. Non-Discrimination Compliance.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws, regulations and standards, all as may be amended from time to time.
- K. Nuclear Free Humboldt County Ordinance Compliance.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear Free Humboldt County Ordinance. The County shall have the right to immediately terminate the Professional Services Agreement if it is determined that a Successful Proposer falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- L. Indemnification Requirements.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposers' negligent performance of, or failure to comply with, any of the obligations contained in such Professional Services Agreements, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- M. Insurance Requirements.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies. The Successful Proposers shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of any Professional Services Agreements resulting from this RFP process.
- N. Compliance with Applicable Laws and Licensure Requirements.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of Services equivalent to those set forth herein. In addition, Successful Proposers will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.
- O. Jurisdiction and Venue.** Any and all Professional Services Agreements resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of any Professional Services Agreements resulting from this RFP process shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

- P. **Assignment.** Any and all Professional Services Agreements resulting from this RFP process shall not be assignable by the Successful Proposers without prior approval from the County.

10.0 MODIFICATION OF THE RFP PROCESS:

10.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements, specifications and standards set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be immediately submitted to the County at the following address:

COUNTY: Humboldt County DHHS – Mental Health
Attention: Joseph Demlow, Administrative Analyst II
730 Harris Street
Eureka, California 95501
Email: jdemlow@co.humboldt.ca.us

All requests for clarification or correction and any other questions pertaining to this RFP must be received by the County on or before **January 15, 2020**. All responses to such requests for clarification or correction and written questions received by the County will be posted on the [County's Purchasing website](#) on or before **January 22, 2020**.

10.2 RFP Addenda:

Any and all modifications to this RFP shall be made and distributed by written Addenda. Addenda to this RFP, if necessary, will be distributed via mail, email or facsimile to all Proposers and will be posted on the County's Purchasing website (<http://www.humboldt.gov/purchasing>). Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated into any and all Proposals, if possible. The Addenda cover sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County, and shall in no way modify this RFP or the obligations of the County or any Proposer.

11.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel this RFP process, at any time after the issuance of this RFP, if the County determines that cancellation is in the County's best interest for any reason, including, without limitation: the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith, or the County determines, after review and evaluation of the Proposals, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the scope of Services set forth in this RFP prior to the award of any final Professional Services Agreements, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to any Professional Services Agreements for the provision of Services equivalent to those set forth herein, or to pay any costs incurred in the preparation of any Proposals.

**REQUEST FOR PROPOSALS NO. DHHS2020-01
SUB-ACUTE TRANSITIONAL MENTAL HEALTH, SPECIALTY MENTAL HEALTH AND/OR
SOCIAL REHABILITATION SERVICES**

**ATTACHMENT A – SIGNATURE AFFIDAVIT
(Submit with Proposal)**

REQUEST FOR PROPOSALS – NO. DHHS2020-01 SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION/AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250, *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named agency and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. DHHS2020-01 and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Date

Name

Date

This agency hereby acknowledges receipt / review of the following Addendum(s), if any
Addendum # [] Addendum # [] Addendum # [] Addendum # []

**REQUEST FOR PROPOSALS NO. DHHS2020-01
SUB-ACUTE TRANSITIONAL MENTAL HEALTH, SPECIALTY MENTAL HEALTH AND/OR
SOCIAL REHABILITATION SERVICES**

**ATTACHMENT B – COST PROPOSAL FORM
(Submit with Proposal)**

Itemize all costs that will be incurred by the County for the provision of Services set forth in RFP No. DHHS2020-01. Price Quotes shall include any and all costs associated with the provision of such Services. A narrative should be attached to clarify any pricing data submitted.

[Service Type]	\$ _____
[Service Type]	\$ _____
[Service Type]	\$ _____
[Service Type]	\$ _____
Total Costs	\$ _____

**REQUEST FOR PROPOSALS NO. DHHS2020-01
 SUB-ACUTE TRANSITIONAL MENTAL HEALTH, SPECIALTY MENTAL HEALTH AND/OR
 SOCIAL REHABILITATION SERVICES**

**ATTACHMENT C – REFERENCE DATA SHEET
 (Submit with Proposal)**

REFERENCE DATA SHEET	
<p>Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.</p>	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	
General Description of Scope of Work:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	
General Description of Scope of Work:	

Applicant Tracking System Implementation Date:		
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		

**REQUEST FOR PROPOSALS NO. DHHS2020-01
SUB-ACUTE TRANSITIONAL MENTAL HEALTH, SPECIALTY MENTAL HEALTH AND/OR
SOCIAL REHABILITATION SERVICES**

ATTACHMENT D – SAMPLE PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND**

**[NAME OF CONTRACTOR]
FOR FISCAL YEARS 20[]-20[] THROUGH 20[]-20[]**

This Agreement, entered into this ____ day of _____, 20[], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Contractor], a [Name of State] [type of business or organization], hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health (“DHHS – Mental Health”), desires to retain a qualified professional to provide [general description of the services that will be provided]; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the [type of services that will be provided] services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Mental Health Director, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [] [], 20[], unless sooner terminated as provided herein.

OR

2. TERM:

This Agreement shall begin on [] [], 20[] and shall remain in full force and effect until [] [], 20[], unless sooner terminated as provided herein.

3. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]). In no event shall the maximum amount paid under this Agreement exceed [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED] and [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED]. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
- D. Effect of Nonpayment. In the event COUNTY cannot, or will not, pay for services rendered by CONTRACTOR pursuant to the terms and conditions of this Agreement, CONTRACTOR shall hold harmless the State of California and Medi-Cal Beneficiaries.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. CONTRACTOR shall submit a final invoice for payment within thirty days following the expiration

or termination date of this Agreement. Invoices shall be in a format approved by Director and the Humboldt County Auditor-Controller, and shall include the date that each service was provided, the total number of service hours provided per day, the total cost per day and the total cost for the month. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Mental Health
Attention: Financial Services
507 F Street
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Mental Health
Attention: Emi Botzler-Rodgers, Mental Health Director
720 Wood Street
Eureka, California 95501

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. AUDIT AND RETENTION OF PERFORMANCE RECORDS:

A. Preparation of Performance Records. CONTRACTOR shall prepare and maintain, in accordance with all applicable local, state and federal laws, regulations and standards, any and all records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, documents regarding CONTRACTOR’s accounting procedures and practices, necessary to properly reflect all direct and indirect costs of any nature claimed to have been incurred in the performance of the services provided hereunder, including, but not limited to, any and all matching costs and expenses. The foregoing constitutes “performance records” for the purpose of this provision.

B. Preservation of Performance Records. CONTRACTOR shall preserve, in accordance with any and all applicable local, state and federal laws, regulations and standards, any and all performance records prepared and maintained pursuant to the terms and conditions of this Agreement for a period of ten

(10) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or any provision of this Agreement.

1. If this Agreement is completely or partially terminated, any and all performance records relating to the terminated services shall be preserved and made available for a period of ten (10) years from the date of any resulting final settlement.
2. If any litigation, claim, negotiation, audit or other action involving any performance records prepared and maintained pursuant to the terms and conditions of this Agreement is initiated before the expiration of the above-referenced ten (10) year period, such performance records shall be retained until completion of the action and resolution of all issues arising therefrom, or until the end of the ten (10) year period, whichever is later.

- C. Access to Performance Records and Facilities. CONTRACTOR agrees that its facilities, and any and all performance records prepared and maintained pursuant to the terms and conditions of this Agreement, shall be subject at all reasonable times to inspection, audit and reproduction by COUNTY, the California Department of Health Care Services (“DHCS”), the California Department of General Services, the Bureau of State Audits, or their designated representatives, including, without limitation, the Comptroller General of the United States, and any other duly authorized local, state or federal agencies for a period of ten (10) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or any provision of this Agreement.
- D. General Audit and Examination Requirements. CONTRACTOR agrees that COUNTY, DHCS, the California Department of General Services, the Bureau of State Audits, or their designated representatives, including, without limitation, the Comptroller General of the United States, and any other duly authorized local, state or federal agencies, shall have the right to review and copy any and all performance records prepared pursuant to the terms and conditions of this Agreement. CONTRACTOR agrees to allow COUNTY, DHCS and any other duly authorized local, state or federal agencies access to such performance records during normal business hours, and to allow interviews of any employees who might reasonably have information related thereto, for a period of ten (10) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or any provision of this Agreement.
- E. Audit and Examination by the California State Auditor. Pursuant to California Government Code Section 8546.7, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment hereunder. CONTRACTOR shall hold COUNTY harmless for any liability resulting from said audit.
- F. Storage and Reproduction. Following the receipt of final payment under this Agreement, CONTRACTOR may, at its discretion, reduce any and all performance records prepared and maintained pursuant to the terms and conditions of this Agreement to microfilm, computer disk, CD ROM, DVD or other data storage medium. Upon request by a designated representative of COUNTY, DHCS or any other duly authorized local, state or federal agency to inspect, audit or obtain copies of said performance records, CONTRACTOR shall supply or make available any and all applicable devices, hardware and/or software necessary to view, copy and/or print such performance records.
- G. Effect of Non-Compliance. CONTRACTOR’s failure to comply with the requirements set forth herein may result in the imposition of any and all applicable penalties pertaining to obstruction of governmental investigations.

9. LOCAL, STATE AND FEDERAL INSPECTION RIGHTS:

CONTRACTOR shall allow COUNTY, DHCS, the United States Department of Health and Human Services, the Comptroller General of the United States and any other duly authorized local, state and federal agencies, or their designated representatives, to inspect or otherwise evaluate the quality, appropriateness and timeliness of services provided pursuant to the terms and conditions of this Agreement, and to inspect, evaluate and audit any and all records, documents and facilities maintained by CONTRACTOR, and its subcontractors hereunder, pertaining to such services, at any time during normal business hours, for a period of at least ten (10) years from the close of the DHCS fiscal year in which this Agreement came into effect. For purposes of this provision, “records” and “documents” include, without limitation, any and all physical and electronic records originated or prepared pursuant to CONTRACTOR’s performance hereunder, including, but not limited to, working papers, reports, financial records and books of account, client records, prescription files, subcontracts and any other documentation pertaining to the services provided pursuant to the terms and conditions of this Agreement. Upon request, at any time during the above-referenced ten (10) year period, CONTRACTOR shall furnish any such record, or copy thereof, to COUNTY, DHCS, the United States Department of Health and Human Services, the Comptroller General of the United States and any other duly authorized local, state and federal agencies, or their designated representatives. COUNTY, and all other duly authorized local, state and federal agencies, shall maintain the confidentiality of such records and documents in accordance with any and all applicable local, state and federal laws, regulations and standards.

10. LOCAL, STATE AND FEDERAL MONITORING:

CONTRACTOR agrees that COUNTY and any other duly authorized local, state or federal agencies, including, without limitation, DHCS and the United States Department of Health and Human Services, have the right to monitor any and all activities related hereto, including the right to review and monitor CONTRACTOR’s records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR’s records, policies or procedures are identified by COUNTY or any other duly authorized local, state or federal agencies. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR’s performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Legal Compliance. CONTRACTOR hereby agrees to protect any and all confidential records and client confidentiality in conformance with any and all applicable local, state and federal laws, regulations and standards, including, without limitation: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology and Clinical Health Act (“HITECH Act”); the United States Health Information Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, all as may be amended from time to time.
- B. State Contractual Requirements. CONTRACTOR hereby agrees to comply with any and all applicable confidentiality requirements contained in the Mental Health Managed Care Agreement (State Standard Agreement No. 17-94583) and the Mental Health Performance Agreement (State Standard Agreement No. 17-94523) that COUNTY has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full.

- C. HIPAA Business Associate Requirements. CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in Exhibit C – County of Humboldt HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.

OR

- C. HIPAA Covered Entity Requirements. Each party hereto represents itself to be a “covered entity,” as that term is defined by HIPAA, and agrees to use and disclose any and all confidential information concerning persons receiving services pursuant to this Agreement in accordance with any and all applicable laws, regulations and standards. COUNTY and CONTRACTOR acknowledge that the exchange of such confidential information shall only be for the purposes of treatment, payment and health care operations.
- D. Assistance in Litigation or Administrative Proceedings. CONTRACTOR shall make itself, and any agents, officers, directors, employees or subcontractors assisting CONTRACTOR in the performance of its duties and obligations hereunder, available to DHCS, at CONTRACTOR’s expense, to testify as witnesses or otherwise, in the event of any litigation or administrative proceedings being commenced against DHCS, or its agents, officers, directors or employees, based upon claimed violations of HIPAA, or any regulations promulgated thereunder, which involve inactions or actions by COUNTY or CONTRACTOR, except where COUNTY or CONTRACTOR is a named adverse party.
- E. Continuing Compliance with Confidentiality Laws. Each party hereto acknowledge that local, state and federal laws, regulations, standards and contractual requirements pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations, standards or contractual requirements.

12. PRIVACY AND DATA SECURITY REQUIREMENTS:

- A. Legal Compliance. CONTRACTOR hereby agrees to comply with any and all applicable local, state and federal privacy and data security requirements, including, without limitation: the Federal Privacy Regulations contained in Parts 160 and 164 of Title 45 of the Code of Federal Regulations (“C.F.R.”); the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164; the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162; 42 C.F.R. Sections 431.300, *et seq.*; and 45 C.F.R. Section 205.50, all as may be amended from time to time.
- B. State Contractual Requirements. CONTRACTOR hereby agrees to comply with any and all applicable privacy and data security requirements contained in the Mental Health Managed Care Agreement (State Standard Agreement No. 17-94583) and the Mental Health Performance Agreement (State Standard Agreement No. 17-94523) that COUNTY has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full.
- C. Disclosure of Confidential Information. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
1. Disclosure of Identifying Information. CONTRACTOR shall protect from unauthorized disclosure the names and other “Identifying Information,” including “Personal Information” and “Personally Identifiable Information,” concerning persons receiving services pursuant to this Agreement or persons whose names or Identifying Information become available, or are

disclosed, to CONTRACTOR as a result of the services provided hereunder, except for statistical information not identifying any such person.

- a. Personal Information. As used herein, the term “Personal Information” (“PI”) shall include, without limitation, any and all information that identifies or describes an individual, including, but not limited to, his or her physical description, home address, home telephone number, education, financial matters, medical or employment history and statements made by, or attributed to, the individual.
 - b. Personally Identifiable Information. As used herein, the term “Personally Identifiable Information” (“PII”) shall include, without limitation, any and all information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, driver license number, identification card number, financial account number or other identifying number, symbol or particular, including, but not limited to, finger prints, voice prints and photographs.
2. Unauthorized Disclosures of Identifying Information. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such Identifying Information to anyone other than COUNTY or DHCS without prior written authorization from COUNTY or the DHCS Program Contract Manager, unless disclosure is required by applicable local, state or federal law.
 3. Use of Identifying Information. CONTRACTOR shall not use such Identifying Information for any purpose other than carrying out its obligations under this Agreement.
 4. Notification of Requests for Identifying Information. CONTRACTOR shall promptly transmit to COUNTY all requests for disclosure of such Identifying Information not emanating from a person whose name or Identifying Information becomes available, or is disclosed, to CONTRACTOR as a result of the services provided hereunder.
 5. Use and Disclosure of Protected Health Information. CONTRACTOR shall not use or disclose “Protected Health Information” in any manner that would constitute a breach of this Agreement or a violation of any applicable local, state or federal laws, regulations or standards.
 - a. Protected Health Information. As used herein, the term “Protected Health Information” (“PHI”) shall include, without limitation, any and all individually identifiable health information that is transmitted by, or maintained in, electronic media or any other medium, as defined by the HIPAA Standards for Privacy of Individually Identifiable Health Information and the Federal Security Standards contained in 45 C.F.R. Parts 160 and 164, all as may be amended from time to time.
 6. Minimum Use and Disclosure of Protected Health Information. CONTRACTOR shall use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of this Agreement.
 7. Legal Standards Pertaining to Protected Health Information. CONTRACTOR shall only use, store, disclose or access PHI in compliance with this Agreement and all applicable local, state and federal laws, regulations and standards.
 8. Downloading Protected Health Information. CONTRACTOR shall not download PHI to any personal device, including, without limitation, flash drives, cell phones or tablets without COUNTY’s prior written approval.

9. Maintenance and Preservation of Disclosure Records. CONTRACTOR agrees to timely prepare accurate and complete performance records relating to the use and disclosure of PHI transmitted pursuant to this Agreement, and to maintain and preserve said records for at least ten (10) years from the date of expiration or termination of this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
10. Accounting Requirements. CONTRACTOR shall comply with the accounting requirements set forth in 45 C.F.R. Section 164.528 and any associated regulations or informal guidance issued by the United States Department of Health and Human Services – Office of Civil Rights, all as may be amended from time to time.

D. Security Incidents and Suspected Breaches of Confidential Information. If CONTRACTOR has reason to believe that PHI, PI or PII transmitted hereunder may have been accessed, disclosed or acquired in breach of this Agreement, CONTRACTOR shall immediately take all actions necessary to preserve forensic evidence and to identify, mitigate and remediate the cause of the suspected breach. Such actions shall include, without limitation, the following:

1. Reporting Breaches of Confidential Information. CONTRACTOR shall notify COUNTY immediately, by telephone call and e-mail or fax, upon the discovery of a breach of PHI, PI or PII in electronic media or any other medium, if the PHI, PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.
2. Reporting Suspected Security Incidents. CONTRACTOR shall notify COUNTY, by telephone call and e-mail or fax, within twenty-four (24) hours after discovering any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PHI, PI or PII in violation of this Agreement or any applicable local, state or federal laws, regulations or standards.
 - a. Discovery of Breaches and Security Incidents. For purposes of this Agreement, a breach of, or security incident involving, PHI, PI or PII shall be treated as discovered by CONTRACTOR as of the first (1st) day on which such breach is known, or by exercising reasonable diligence would have been known, to CONTRACTOR or any person, other than the person committing the suspected breach, who is an employee, officer or other agent of CONTRACTOR.
3. Reporting Suspected Breaches and Security Incidents to Affected Individuals. To the extent deemed warranted, CONTRACTOR shall provide notice to any and all individuals affected by the suspected breach of, or security incident involving, PHI, PI or PII. CONTRACTOR shall pay the full costs associated with notifying such individuals, which may include, without limitation, the costs to retain an outside firm to undertake the notification effort. In addition, CONTRACTOR shall consult with COUNTY regarding the steps required to notify impacted individuals and any other persons, media outlets or governmental agencies, and must supply COUNTY with the following information:
 - a. Description of Suspected Breach or Security Incident. A brief description of the circumstances surrounding the suspected breach of, or security incident involving, PHI, PI or PII, including, without limitation, the date of occurrence and discovery thereof, if known.
 - b. Description of the Information Involved. A description of the types of unsecured PHI, PI or PII that were involved in the suspected breach or security incident, including, without limitation, the full name, social security number, date of birth, home address, account number or disability code of all affected third parties.

- c. Description of Remedial Actions. A brief description of the actions being taken by CONTRACTOR to remediate the breach of, or security incident involving, PHI, PI or PII, mitigate losses and protect against any further breaches or security incidents.
 4. Investigation of Suspected Breaches and Security Incidents. CONTRACTOR shall immediately investigate any and all suspected breaches of, or security incidents involving, PHI, PI or PII. Within seventy-two (72) hours after the discovery of such suspected breach or security incident, CONTRACTOR shall submit an updated “Privacy Incident Report” containing the applicable information to the extent known at that time.
 5. Remediation of Breaches and Security Incidents. Upon discovery of a breach of, or security incident involving, PHI, PI or PII, CONTRACTOR shall:
 - a. Corrective Action. Take prompt corrective action to mitigate any risks or damages regarding the breach or security incident and to protect the operating environment.
 - b. Legal Compliance. Take any action pertaining to such breach or security incident required by any and all applicable local, state and federal laws and regulations.
 6. Cooperation with COUNTY’s Remediation Efforts. Upon discovery of a breach of, or security incident involving, PHI, PI or PII, CONTRACTOR shall give highest priority to immediately mitigating and remediating the breach or security incident, and shall devote such resources as may be required to accomplish that goal. In addition, CONTRACTOR shall cooperate with COUNTY’s mitigation and remediation efforts, including, without limitation, providing any and all information necessary to enable COUNTY to fully understand the nature and scope of the breach or security incident, including, but not limited to, identification of each individual whose unsecured PHI may have been improperly accessed, acquired or disclosed. In the event that CONTRACTOR’s assistance is required to reinstall software, such assistance shall be provided, at CONTRACTOR’s expense, in accordance with COUNTY’s policies and standards.
 7. Remediation Report. CONTRACTOR shall provide to COUNTY a written report of the investigation of a breach of, or security incident involving, PHI, PI or PII within ten (10) business days of the discovery of such breach or security incident. The report shall include, without limitation, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to remediate and/or contain the breach or security incident.
- E. Safeguarding Confidential Information. CONTRACTOR shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of all PHI, PI and PII related to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, electronic PHI, PI and PII that CONTRACTOR creates, receives, maintains, uses or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR’s operations and the nature and scope of its activities, including, at a minimum, all of the following safeguards:
 1. Personnel Controls. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
 - a. Employee Training. Any and all employees who assist in the performance of CONTRACTOR’s duties and obligations hereunder, or access or disclose PHI, PI or PII, must complete, at a minimum, annual confidentiality, data security and privacy training at

their own expense. Each employee who receives confidentiality, data security and privacy training pursuant to the terms and conditions of this Agreement must sign a certification indicating the member's name and the date on which the training was completed. Such certifications must be retained for a period of ten (10) years following the expiration or termination of this Agreement.

- b. Employee Discipline. Appropriate sanctions must be applied against any and all employees who fail to comply with any of the confidentiality, data security or privacy requirements contained herein, including, without limitation, termination of employment where appropriate.
 - c. Confidentiality Statement. Any and all employees that will be accessing PHI, PI or PII must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use and Enforcement Policies, prior to gaining access to any such PHI, PI or PII and on an annual basis thereafter. CONTRACTOR shall retain each employee's written confidentiality statement for a period of ten (10) years following the expiration or termination of this Agreement.
 - d. Background Check. A background screening of each employee that will be accessing PHI, PI or PII must be conducted before such employee is allowed to obtain any PHI, PI or PII. The screening should be commensurate with the risk and magnitude of harm that each employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each employee's background check documentation for a period of ten (10) years following the expiration or termination of this Agreement.
2. Technical Security Controls. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
- a. Workstation and Laptop Encryption. Any and all workstations and laptops that store PHI, PI or PII either directly, indirectly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard ("AES"). The encryption solution must be full disk unless approved by the DHCS – Information Security Office.
 - b. Server Security. Any and all servers containing unencrypted PHI, PI or PII must have sufficient administrative, physical and technical controls in place to protect such data, based upon a risk assessment or system security review.
 - c. Minimum Necessary. Only the minimum amount of PHI, PI or PII required to perform necessary business functions may be copied, downloaded or exported.
 - d. Removable Media Devices. Any and all electronic files that contain PHI, PI or PII must be encrypted when stored on any removable media or portable device, including, without limitation, USB drives, CD, DVD, and backup tapes. Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
 - e. Antivirus Software. Any and all workstations, laptops and systems that process and/or store PHI, PI or PII must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

- f. Patch Management. Any and all workstations, laptops and systems that process and/or store PHI, PI or PII must have critical security patches applied, with system reboot capabilities, if necessary. There must be a documented patch management process which determines installation timeframes based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days after vendor release. Applications and systems that cannot be patched within the required timeframe due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Any and all applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- g. Data Destruction. When no longer needed, all PHI, PI or PII must be wiped using the Gutmann or United States Department of Defense 5220.22-M (7 Pass) standard or by degaussing. Media may also be physically destroyed in accordance with National Institute of Standards and Technology Special Publication 800-88. The use of any other data destruction methods shall require prior written permission of the DHCS – Information Security Office.
- h. User Identification and Password Controls. Any and all users of any system providing access to PHI, PI or PII must be issued a unique user name and password. Usernames must be promptly disabled, deleted or have the password associated therewith changed within twenty-four (24) hours after the transfer or termination of an employee with knowledge of the password. Passwords must be a non-dictionary word that has at least eight (8) characters, and must not be shared or stored in readable format on any computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be immediately changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
- Upper case letters (A-Z);
 - Lower case letters (a-z);
 - Arabic numerals (0-9);
 - Non-alphanumeric characters (punctuation symbols).
- i. System Timeout. Any and all systems providing access to PHI, PI or PII must have an automatic timeout feature which requires re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- j. Warning Banners. Any and all systems providing access to PHI, PI or PII must display a warning banner which states that data contained therein is confidential and that system use is restricted to authorized users for business purposes and will be logged. Users must be directed to log off if they disagree with such requirements.
- k. System Logging. Any and all systems providing access to PHI, PI or PII must maintain an automated audit trail that can be used to identify any user or process which alters PHI, PI or PII. The audit trail must be date and time stamped, log both successful and failed accesses, be read only and restricted to authorized users. If PHI, PI or PII is stored in a database, logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years after occurrence.

- l. Access Controls. Any and all systems providing access to PHI, PI or PII must use role-based user authentication controls that enforce the principle of least privilege.
 - m. Transmission Encryption. Any and all transmissions of PHI, PI or PII outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement applies to any type of PHI, PI or PII in motion such as website access and e-mail.
 - n. Intrusion Detection. Any and all systems involved in accessing, holding, transporting or protecting PHI, PI or PII that are accessible via the internet must be protected by a comprehensive intrusion detection and prevention solution.
 3. Audit Controls. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
 - a. System Security Review. CONTRACTOR must ensure audit control mechanisms which record and examine system activity are in place. Any and all systems processing and/or storing PHI, PI or PII must have at least an annual system risk assessment or security review, including, without limitation, vulnerability scanning, which provides assurance that administrative, physical and technical controls are functioning effectively and providing adequate levels of protection.
 - b. Log Reviews. Any and all systems processing and/or storing PHI, PI or PII must have a routine procedure in place to review system logs for unauthorized access.
 - c. Change Control. Any and all systems processing and/or storing PHI, PI or PII must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.
 4. Business Continuity and Disaster Recovery Controls. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
 - a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI, PI or PII held in an electronic format in the event of an emergency. For purposes of this provision, “emergency” means any circumstance or situation that causes normal computer operations to become unavailable for performing the work required under this Agreement for more than twenty-four (24) hours.
 - b. Data Backup Plan. CONTRACTOR must have documented procedures to backup PHI, PI or PII which allows retrievable exact copies of PHI, PI or PII to be maintained. Such procedures must include a regular schedule for making backups, storing backups offsite, an inventory of backup media and an estimate of the amount of time needed to restore lost PHI, PI or PII. At a minimum, the schedule must include weekly data backup and monthly offsite storage.
 5. Paper Document Controls. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
 - a. Supervision of Data. PHI, PI or PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that

information is not being observed by an employee authorized to access the information. PHI, PI or PII in paper form shall not be left unattended at any time in vehicles or airplanes and shall not be checked in baggage on commercial airplanes.

- b. Escorting Visitors. Visitors to areas where PHI, PI or PII is contained shall be escorted and PHI, PI or PII shall be kept out of sight while visitors are in the area.
- c. Confidential Destruction. PHI, PI or PII must be disposed of through confidential means, including, without limitation, cross cut shredding and pulverizing.
- d. Removal of Data. Only the minimum necessary amount of PHI, PI or PII may be removed from the premises of CONTRACTOR except with express written permission from COUNTY. PHI, PI or PII shall not be considered “removed from the premises,” if it is only being transported from one (1) of CONTRACTOR’s locations to another of CONTRACTOR’s locations.
- e. Faxing. Faxes containing PHI, PI or PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. Mailings. Mailings containing PHI, PI or PII shall be sealed and secured from damage or inappropriate viewing of such PHI, PI or PII to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of PHI, PI or PII in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless prior written permission to use another method is obtained.

13. PREPARATION AND RETENTION OF CLINICAL RECORDS AND DOCUMENTATION:

- A. Preparation of Clinical Records. CONTRACTOR shall timely prepare and maintain, in accordance with any and all applicable local, state and federal laws, regulations and standards, an accurate, complete and legible “Clinical Record” for each client who receives services pursuant to the terms and conditions of this Agreement. Clinical Records prepared and maintained pursuant to the terms and conditions of this Agreement shall contain sufficient detail to permit and facilitate effective internal professional review, external medical audit processes and adequate follow-up treatment. For purposes of this provision, “Clinical Records” shall include, without limitation, any and all physical and electronic books, records, documents and other evidence of mental health treatment originated or prepared as part of CONTRACTOR’s performance of the services provided pursuant to the terms and conditions of this Agreement, including, but not limited to, any and all treatment records, medical charts, prescription files and other documentation pertaining to the services provided hereunder.
- B. Preparation of Clinical Documentation. CONTRACTOR shall timely prepare and maintain, in accordance with any and all applicable local, state and federal laws, regulations and standards, any and all “Clinical Documentation,” necessary to disclose how CONTRACTOR discharged its duties hereunder. Clinical Documentation shall identify all of the following: the quantity and quality of the services provided pursuant to the terms and conditions of this Agreement; the names of, and all other necessary identifying information pertaining to, clients who received such services; the manner in which CONTRACTOR administered the provision of such services; and the cost of, and the manner and amount of payment made for, such services. For purposes of this provision, “Clinical Documentation” shall include, without limitation, any and all physical and electronic books, records, documents and other evidence of mental health treatment originated or prepared as part of CONTRACTOR’s performance of the services provided pursuant to the terms and conditions of this

Agreement, including, but not limited to, working papers, performance reports, financial records and other documentation pertaining to the services provided hereunder.

- C. Maintenance and Preservation of Clinical Records and Documentation. CONTRACTOR shall preserve any and all Clinical Records and Clinical Documentation prepared and maintained pursuant to the terms and conditions of this Agreement for a period of ten (10) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or any provision of this Agreement.
1. If this Agreement is completely or partially terminated, any Clinical Records and/or Clinical Documentation relating to the terminated services shall be preserved and made available for a period of ten (10) years from the date of any resulting final settlement.
 2. If any litigation, claim, negotiation, audit or other action involving any Clinical Records and/or Clinical Documentation prepared and maintained pursuant to the terms and conditions of this Agreement is initiated before the expiration of the above-referenced ten (10) year period, such Clinical Records and/or Clinical Documentation shall be retained until completion of the action and resolution of all issues arising therefrom, or until the end of the ten (10) year period, whichever is later.
- D. Access to Clinical Records and Documentation. CONTRACTOR agrees that any and all Clinical Records and/or Clinical Documentation prepared and maintained pursuant to the terms and conditions of this Agreement shall be subject at all reasonable times to inspection, audit and reproduction by COUNTY, DHCS, the California Department of General Services, the Bureau of State Audits, or their designated representatives, including, without limitation, the Comptroller General of the United States, and any other duly authorized local, state or federal agencies, for a period of ten (10) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or any provision of this Agreement.

14. ADMISSION REQUIREMENTS:

- A. Admission Policies and Procedures. In order to ensure equal access to the services provided pursuant to the terms and conditions of this Agreement, CONTRACTOR shall develop, implement and maintain comprehensive policies and procedures that are designed to assure compliance with all of the following admission requirements:
1. CONTRACTOR shall confirm that all referrals made pursuant to the terms and conditions of this Agreement have been authorized by Director prior to making the final admission decision.
 2. CONTRACTOR shall schedule initial appointments with clients within ten (10) business days after the receipt of a referral made pursuant to the terms and conditions of this Agreement.
 3. CONTRACTOR shall establish appropriate mechanisms to record the date on which a particular referral was received, the date of the first (1st) offered appointment and the date of the first (1st) face-to-face appointment, which account for staff cancellations and failure to appear.
 4. CONTRACTOR shall immediately notify Director of, and the reasons leading to, the denial of any referral made pursuant to the terms and conditions of this Agreement.
 5. CONTRACTOR shall ensure that any and all referrals made pursuant to the terms and conditions of this Agreement are accepted and evaluated in accordance with any and all applicable local, state and federal anti-discrimination laws, regulations, policies, procedures and standards.

6. CONTRACTOR shall accept, and participate in, the overall care plan for clients referred to CONTRACTOR pursuant to the terms and conditions of this Agreement, including, without limitation, discharge planning, as a condition of acceptance of such clients.

B. Admission Priority. CONTRACTOR shall provide COUNTY with periodic reports of openings in its facility, and give priority to the admission of clients referred thereto pursuant to the terms and conditions of this Agreement.

15. HOURS OF OPERATION:

CONTRACTOR shall offer to Humboldt County Medi-Cal Beneficiaries hours of operation that are no less than the hours of operation offered to commercial enrollees. If CONTRACTOR serves only Medi-Cal Beneficiaries, CONTRACTOR shall offer hours of operation that are comparable to the hours of operation made available for Medi-Cal services that are not covered by COUNTY or another Mental Health Plan.

16. DETERMINATION OF ABILITY TO PAY:

If so instructed by Director, CONTRACTOR shall determine client's share of the cost associated with the services provided pursuant to the terms and conditions of this Agreement using the State of California's Uniform Method of Determining the Ability to Pay, and notify COUNTY of its determination. Such determinations shall be made any time there is a demonstrable change in client's financial status, but no less than annually. CONTRACTOR agrees that a client's inability to pay shall not be a bar to CONTRACTOR's services.

17. UTILIZATION REVIEW:

COUNTY may designate appropriate DHHS – Mental Health staff to perform a utilization and/or professional standards review of all clients receiving services pursuant to the terms and conditions of this Agreement for which COUNTY is expected to make reimbursement.

18. PATIENTS' RIGHTS:

A. Legal Compliance. Each party hereto shall comply with any and all applicable local, state and federal laws, regulations and standards relating to patients' rights, including, without limitation, California Welfare and Institutions Code Section 5325, Sections 862 through 868 of Title 9 of the California Code of Regulations ("C.C.R.") and 42 C.F.R. Section 438.100.

B. Specific Rights. During the performance of this Agreement, each party hereto shall comply with any and all applicable local, state and federal policies and procedures pertaining to patients' rights, and shall ensure that its staff and subcontractors take those rights into account when providing services pursuant to the terms and conditions of this Agreement, including, without limitation, the right to:

1. Receive information in accordance with 42 C.F.R. Section 438.10.
2. Be treated with respect and with due consideration for his or her dignity and privacy.
3. Receive information on available treatment options and alternatives, presented in a manner appropriate to his or her condition and ability to understand.
4. Participate in decisions regarding his or her health care, including, without limitation, the right to refuse treatment.

5. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.
6. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. Sections 164.524 and 164.526.
7. Be furnished services in accordance with 42 C.F.R. Sections 438.206 through 438.210.
8. Freely exercise his or her rights without adversely affecting the way in which he or she is treated by CONTRACTOR.

C. Effect of Provision. Nothing herein shall be construed to replace or conflict with the duties of patients' rights advocates set forth in California Welfare and Institutions Code Section 5520.

19. REQUIRED DISCLOSURES:

A. Notification of Change in Ownership and Control. CONTRACTOR shall notify COUNTY of any change in ownership or control of its business within thirty-five (35) days after the occurrence thereof, and provide COUNTY with any and all information relating thereto upon request. The disclosures to be provided hereunder shall include, without limitation:

1. The name and address of any individual or corporation with an ownership or control interest in CONTRACTOR's business. The address for corporate entities shall include, as applicable, a primary business address, each business location, and a P.O. Box address;
2. Date of birth and social security number, in the case of an individual;
3. Tax identification number, in the case of a corporation with an ownership or control interest in CONTRACTOR's business or in the business of any subcontractor in which CONTRACTOR has a five percent (5%) or more interest;
4. Whether the individual or corporation with an ownership or control interest in CONTRACTOR's business is related to another person with an ownership or control interest in the same or any other COUNTY contractor as a spouse, parent, child or sibling;
5. Whether the individual or corporation with an ownership or control interest in the business of any subcontractor in which CONTRACTOR has a five percent (5%) or more interest is related to another person with ownership or control interest in CONTRACTOR's business as a spouse, parent, child or sibling;
6. The name of any other disclosing entity in which CONTRACTOR has an ownership or control interest; and
7. The name, address, date of birth and social security number of any managing employee of CONTRACTOR.

B. Disclosures Related to Business Transactions. In accordance with 42 C.F.R. Sections 455.101 through 455.106, CONTRACTOR shall submit the following disclosures regarding certain business transactions within thirty-five (35) days after receiving COUNTY's request for such information:

1. Any significant business transactions between CONTRACTOR and any wholly owned supplier, or any subcontractor, within five (5) years prior to the date of the request.

2. The ownership of any subcontractor with whom CONTRACTOR has had business transactions totaling more than Twenty-Five Thousand Dollars (\$25,000.00) within twelve (12) months prior to the date of the request; and

C. Disclosures Related to Persons Convicted of Crimes. Upon request by COUNTY, CONTRACTOR shall submit the following disclosures regarding its owners, persons with controlling interest, agents and managing employees' criminal convictions related to federal health care programs pursuant to 42 C.F.R. Section 455.106(a)(1)-(2):

1. The identity of any managing employee of CONTRACTOR who has been convicted of a crime related to federal health care programs; and
2. The identity of any agent of CONTRACTOR who has been convicted of a crime related to federal health care programs. For purposes of this provision, the term "agent" has the meaning set forth in 42 C.F.R. Section 455.101.

20. SUSPENSION AND DEBARMENT:

A. Legal Compliance. CONTRACTOR agrees to comply with any and all applicable local, state and federal suspension and debarment laws, regulations and standards, including, without limitation, 7 C.F.R. Part 3017, 45 C.F.R. Part 76, 40 C.F.R. Part 32 and 34 C.F.R. Part 85.

B. Certification of Eligibility. By executing this Agreement, CONTRACTOR certifies, to the best of its knowledge and belief, that it and its principals, assignees and successors in interest:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency.
2. Have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of, or had a civil judgment rendered against it, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract at the local, state or federal level; violation of local, state or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property.
3. Are not presently indicted for, or otherwise criminally or civilly charged by a local, state or federal governmental entity with, commission of any of the offenses referenced herein.
4. Have not, within a three (3) year period preceding the effective date of this Agreement, had one (1) or more public transactions with a local, state or federal entity terminated for cause or default.
5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, debarred, suspended, declared ineligible or voluntarily excluded from participation in such transaction, unless specifically authorized to do so by DHCS.

C. Construction of Provision. The terms and definitions used herein shall have the meanings set forth in the definitions and coverage sections of the rules implementing Federal Executive Order 12549.

D. Effect of Non-Compliance. Failure to meet any of the requirements set forth herein shall constitute a material breach of this Agreement, upon which COUNTY may, in addition to any other available remedies, immediately suspend any and all payments due hereunder or terminate this Agreement as provided herein.

- E. Incorporation of Provisions. CONTRACTOR agrees to include the provisions contained herein, without substantial modification, in all lower tier covered transactions as well as all solicitations for lower tier covered transactions.

21. FEDERAL HEALTH CARE PROGRAM EXCLUSION:

- A. Certification of Eligibility. By executing this Agreement, CONTRACTOR certifies that neither it nor any of its staff members are restricted or excluded from providing services under any health care program funded by the federal government, either directly or indirectly, in whole or in part, and that CONTRACTOR will notify COUNTY in writing, within thirty (30) days from receipt of a fully executed copy of this Agreement, of any event that would require the mandatory exclusion of CONTRACTOR, or one (1) or more of its staff members, from participation in a federally funded health care program and/or any exclusionary action taken by any agency of the federal government barring CONTRACTOR, or one (1) or more of its staff members, from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- B. Employment of Ineligible or Excluded Individuals or Entities. CONTRACTOR shall not employ or contract with providers, or other individuals or entities, excluded from participation in federally funded health care programs, as defined in Section 1128B(F) of the Social Security Act, under either Section 1128, 1128A, 1156 or 1842(j)(2) of the Social Security Act. Federal funding is not available for amounts expended for providers excluded by Medicare, Medicaid or the California Children’s Insurance Program, except for emergency services.
- C. Eligibility Screening. CONTRACTOR shall screen, on a monthly basis, all staff employed or retained to provide services related to this Agreement to ensure that they are not designated as ineligible or excluded from participation in federally funded health care programs. Screening shall be conducted against the California “Medi-Cal Suspended and Ineligible List,” the United States Health and Human Services – Office of Inspector General “List of Excluded Individuals and Entities” and any other list pursuant to 42 C.F.R. Section 438.214(d). CONTRACTOR shall screen prospective staff prior to hire or engagement.
- D. Eligibility Notification. CONTRACTOR shall provide COUNTY with written attestations that CONTRACTOR and its staff are eligible to participate in federally funded health care programs on a monthly basis.
- E. Disclosure Requirements. CONTRACTOR shall immediately disclose to COUNTY any debarment, exclusion or other event that causes CONTRACTOR, or any member of its staff to be ineligible for, or excluded from, participation in federally funded health care programs. If CONTRACTOR discovers that a staff member has become ineligible for, or excluded from, participation in any federally funded health care program, CONTRACTOR shall remove such individual from responsibility for, or involvement with, business or health care operations related to this Agreement.
- F. Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY against any and all loss or damage arising from any exclusion of CONTRACTOR, or any of its staff members, from participation in federally funded health care programs.
- G. Effect of Non-Compliance. Failure to meet any of the requirements set forth herein shall constitute a material breach of this Agreement, upon which COUNTY may, in addition to any other available remedies, immediately suspend any and all payments due hereunder or terminate this Agreement as provided herein.

22. INTELLECTUAL PROPERTY RIGHTS:

CONTRACTOR hereby agrees to comply with any and all applicable intellectual property rights provisions contained in the Mental Health Managed Care Agreement (State Standard Agreement No. 17-94583) that COUNTY has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full.

- A. Ownership. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
1. Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all “Intellectual Property,” from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from or reduced to practice by CONTRACTOR or DHCS as a direct or indirect result of this Agreement.
 - a. For purposes of this Agreement, “Intellectual Property” means any and all recognized and protectable rights and interests, including, without limitation, patents, whether issued or not, copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, design flows, methodologies, devices, business processes, developments, innovations, know how, good will and all other legal rights protecting intangible proprietary information as may exist now and/or come into existence hereafter, and all renewals and extensions, regardless of whether those rights arise under the laws of any state, the United States or any other country or jurisdiction.
 - i. For purposes of the definition of “Intellectual Property,” “works” means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. The term “works” does not include articles submitted to peer review, reference journals or independent research projects.
 2. In the performance of this Agreement, CONTRACTOR will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, CONTRACTOR may access and utilize certain of DHCS’ Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of DHCS’ Intellectual Property now existing or hereafter existing for any purpose without DHCS’ prior written permission. Except as otherwise set forth herein, neither CONTRACTOR nor DHCS shall give any ownership interest in, or rights to, its Intellectual Property to the other party. If during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is licensed to DHCS, CONTRACTOR agrees to abide by any and all license and confidentiality restrictions applicable to DHCS in the third-party’s license agreement.
 3. CONTRACTOR agrees to cooperate with DHCS in establishing or maintaining DHCS’ exclusive rights in the Intellectual Property, and in assuring DHCS’ sole rights against third

parties with respect to the Intellectual Property. If CONTRACTOR enters into any agreements or subcontracts with other parties in order to perform its duties and obligations hereunder, CONTRACTOR shall require the terms of such agreements or subcontracts to include all of the Intellectual Property provisions set forth herein. Such terms must include, without limitation, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from or reduced to practice by the subcontractor, CONTRACTOR or DHCS as a direct or indirect result of this Agreement or any subcontract related hereto.

4. CONTRACTOR further agrees to assist and cooperate with DHCS in all reasonable respects, execute all documents, give testimony, subject to reasonable availability, and take all further acts reasonably necessary to acquire, transfer, maintain and enforce DHCS' Intellectual Property rights and interests.

B. Retained Rights and License Rights. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. Except for Intellectual Property made, conceived, derived from or reduced to practice by CONTRACTOR or DHCS as a direct or indirect result of this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. CONTRACTOR hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display or perform, distribute and dispose CONTRACTOR's Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to the performance of its duties and obligations hereunder, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark, license or other Intellectual Property rights of DHCS or any third-party, or result in a breach of this Agreement or violation of any local, state or federal laws, regulations or standards relating to confidentiality.

C. Copyright. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. CONTRACTOR agrees that for purposes of copyright law, all works, as defined herein, of authorship made by or on behalf of CONTRACTOR in connection with the performance of its duties and obligations hereunder shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person which provides that: all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act; and such person shall assign all right, title and interest to DHCS to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or DHCS as a direct or indirect result of this Agreement.
2. Any and all materials, including, without limitation, visual works or text, reproduced or distributed pursuant to the terms and conditions of this Agreement that include Intellectual Property made, conceived, derived from or reduced to practice by CONTRACTOR or DHCS as

a direct or indirect result of this Agreement, shall include DHCS' notice of copyright, which shall read in three (3) millimeter or larger typeface: "© [*Enter Current Year e.g., 2010, etc.*], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

- D. Patent Rights. With respect to inventions made by CONTRACTOR in the performance of its duties and obligations hereunder, which did not result from research and development specifically included in Exhibit A – Scope of Services, CONTRACTOR hereby grants to DHCS a license for any and all devices or materials incorporating, or made through the use of, such inventions. If such inventions result from research and development work specifically included within Exhibit A – Scope of Services, CONTRACTOR agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.
- E. Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that the performance of its obligations and duties hereunder shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third-party without first: obtaining DHCS' prior written approval; and granting to or obtaining for DHCS, without additional compensation, a license, as described herein, for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and DHCS determines that Intellectual Property should be included in, or is required for CONTRACTOR's performance of, this Agreement, CONTRACTOR shall obtain a license under terms acceptable to DHCS.
- F. Warranties. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, represents, warrants and agrees as follows:
1. It is free to enter into and fully perform this Agreement.
 2. It has secured, and will secure, any and all rights and licenses necessary for the performance of its duties and obligations hereunder.
 3. Neither CONTRACTOR's performance of this Agreement, nor the exercise by either party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display or performance, distribution and disposition of the Intellectual Property made, conceived, derived from or reduced to practice by CONTRACTOR or DHCS as a direct or indirect result of this Agreement, will infringe upon or violate any Intellectual Property right, non-disclosure obligation or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States or any foreign country. There is currently no actual or threatened claim by any such third-party based on an alleged violation of any such right by CONTRACTOR.
 4. Neither CONTRACTOR's performance of its duties and obligations hereunder, nor any part thereof, will violate the privacy rights of, or constitute a libel or slander against, any person or entity.
 5. It has secured, and will secure, any and all rights and licenses necessary for the use of Intellectual Property, including, without limitation, consents, waivers or releases from all authors of music or performances, talent, including radio, television and motion picture talent, and owners of any interest in sites, property or props that may be used or shown.

6. It has not granted, and shall not grant to, any person or entity any right that might derogate, encumber or interfere with any of the rights granted to DHCS hereunder.
7. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
8. It has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature that could affect in any way CONTRACTOR's performance of its duties and obligations hereunder.
9. DHCS makes no warranty that the Intellectual Property resulting from this Agreement will not infringe upon any existing or subsequent patent, trademark, copyright or the like.

G. Intellectual Property Indemnity. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. CONTRACTOR shall indemnify, defend and hold harmless DHCS, and its licensees, assignees, officers, directors, employees, agents, representatives, successors and users of its products ("Indemnitees"), from and against all claims, actions, damages, losses or liabilities, whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto, including, without limitation, all legal expenses, court costs and attorney's fees incurred in investigating, preparing, serving as a witness in or defending against, any such claim, action or proceeding, whether commenced or threatened, to which any of the Indemnitees may be subject, regardless of whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to: the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or any Intellectual Property infringement, or other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance or display, license and disposition of the Intellectual Property made, conceived, derived from or reduced to practice by CONTRACTOR or DHCS as a direct or indirect result of this Agreement. CONTRACTOR's indemnity obligations set forth herein shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in, at CONTRACTOR's expense, any such infringement action brought against DHCS.
2. Should any Intellectual Property licensed by CONTRACTOR to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, CONTRACTOR shall exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with the terms and conditions of this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel, at CONTRACTOR's expense, in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for DHCS to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other available rights and remedies.
3. CONTRACTOR agrees that damages alone would be inadequate to compensate DHCS for CONTRACTOR's breach of the Intellectual Property provisions set forth herein.

CONTRACTOR acknowledges DHCS would suffer irreparable harm in the event of such breach, and agrees DHCS shall be entitled to obtain equitable relief, including, without limitation, an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

- H. Federal Funding. In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title and ownership, which results directly or indirectly from this Agreement; except as provided in 37 C.F.R. Section 401.14; however, the federal government shall have a worldwide, non-exclusive, nontransferable, irrevocable, paid-up license to use, duplicate or dispose of such Intellectual Property in any manner for governmental purposes and to have and permit others to do so.
- I. Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule associated therewith.

23. NON-DISCRIMINATION COMPLIANCE:

- A. Compliance with Anti-Discrimination laws. CONTRACTOR hereby assures that it, and its subcontractors, shall comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, Federal Executive Order 11246, as amended, the Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act and any other applicable local, state and federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in 2 C.C.R. Sections 8101, *et seq.*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- B. Provision of Professional Services. Consistent with the requirements of any and all applicable local, state and federal laws, regulations and standards, including, without limitation, 42 C.F.R. Section 438.3(d)(3)-(4), CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignments of accommodations, treatment, evaluation, employment or personnel or any other respect on the basis of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state or federal laws, regulations or standards. CONTRACTOR shall not discriminate against clients on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.3(d)(3).
- C. Employment Practices. In connection with the services provided hereunder, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any employee, or applicant for employment, because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state or federal laws, regulations or standards. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed, and that during employment, employees are treated

without regard to the factors referenced above. Such actions shall include, without limitation: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including, but not limited to, apprenticeship. Nothing herein shall be construed to require the employment of unqualified persons.

- D. Solicitations for Employment. Any and all solicitations or advancements for employees placed by, or on behalf of, CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era.
- E. Notification to Current and Prospective Employees. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or DHCS, setting forth the provisions of the Equal Opportunity Clause of Section 503 of the Rehabilitation Act of 1973 and the Affirmative Action Clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (Section 4212 of Title 38 United States Code ("U.S.C.")). Such notices shall state CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- F. Notification to Labor Unions and/or Workers' Representatives. CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the federal government or the State of California, advising the labor union or workers' representative of CONTRACTOR's commitments under the provisions herein, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- G. Non-Discrimination in Federally Assisted Programs. CONTRACTOR shall comply with all the provisions of, and furnish all information and reports required by, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212) and Federal Executive Order 11246, as amended by Federal Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the rules, regulations and relevant orders of the Secretary of Labor pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in the regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- H. Access to Records Regarding Non-Discrimination Compliance. CONTRACTOR shall furnish any and all information and reports required by Federal Executive Order 11246, as amended, including by Federal Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the Rehabilitation Act of 1973, and by the rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by authorized representatives of the State of California and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- I. Sanctions for Non-Compliance. In the event of CONTRACTOR's non-compliance with the requirements set forth herein, or with any federal rules, regulations or orders referenced herein, this Agreement may be cancelled, terminated or suspended in whole or in part and CONTRACTOR may

be declared ineligible for further state and federal contracts in accordance with procedures authorized in Federal Executive Order 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order 11246, as amended, including by Federal Executive Order 11375 – “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulation at 41 C.F.R. Part 60 – “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by any and all applicable local, state and federal laws, regulations and standards.

- J. Determination of Medical Necessity. Notwithstanding anything set forth herein to the contrary, CONTRACTOR may require a determination of medical necessity pursuant to 9 C.C.R. Sections 1820.205, 1830.205 or 1830.210, prior to providing covered services to a client.
- K. Incorporation of Provisions. CONTRACTOR shall include the foregoing provisions in every subcontract related to the services provided pursuant to the terms and conditions of this Agreement, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Federal Executive Order 11246, as amended, including by Federal Executive Order 11375 – “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulation at 41 C.F.R. Part 60 – “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” Section 503 of the Rehabilitation Act of 1973 or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212), so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR shall take such action with respect to any subcontract related to the services provided hereunder, as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions, including, without limitation, sanctions for non-compliance, provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, CONTRACTOR may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State of California and of the United States.

24. LOBBYING RESTRICTIONS:

- A. Certification Regarding Lobbying Activities. CONTRACTOR shall file a certification, as set forth in Exhibit [] – Certification Regarding Lobbying Activities, which is attached hereto and incorporated herein by reference as if set forth in full, that it has not made, and will not make, any payment prohibited by the provisions of 31 U.S.C. Section 1352.
- B. Disclosure of Lobbying Activities. CONTRACTOR shall file a disclosure, as set forth in Exhibit [] – Disclosure of Lobbying Activities, which is attached hereto and incorporated herein by reference as if set forth in full, if CONTRACTOR has made, or has agreed to make, any payment using non-appropriated funds, including, without limitation, profits from any covered federal action, in connection with a contract or any amendment of that contract, which would be prohibited by the provisions of 31 U.S.C. Section 1352, if paid for with appropriated funds.
- C. Additional Disclosures. CONTRACTOR shall file a disclosure, as set forth in Exhibit [] – Disclosure of Lobbying Activities, at the end of each quarter in which there is an occurrence of any event that requires disclosure, or materially affects the accuracy of the information contained in any certification or disclosure previously filed pursuant to the terms and conditions of this Agreement, including, without limitation, all of the following:
 - 1. A cumulative increase of Twenty-Five Thousand Dollars (\$25,000.00) or more in the amount paid or expected to be paid for influencing a covered federal action.

2. A change in the persons or entities influencing or attempting to influence a covered federal action.
3. A change in the officers, employees or members contacted for the purpose of influencing or attempting to influence a covered federal action.

D. Incorporation of Provisions. CONTRACTOR shall incorporate the provisions set forth herein, without substantial modification, into any subcontracts related to the services provided hereunder.

25. CLEAN AIR AND WATER POLLUTION COMPLIANCE:

A. Certification of Compliance. During the performance of this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. To comply with any and all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 C.F.R. Section 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Section 1368), Executive Order 11738 and the Environmental Protection Agency regulations set forth in 40 C.F.R. Part 15.
2. To comply with any and all applicable standards, orders and requirements under the Clean Air Act (42 C.F.R. Sections 7401, *et seq.*), as amended, and the Water Pollution Control Act (33 U.S.C. Sections 1251, *et seq.*), as amended.

B. Incorporation of Provisions. CONTRACTOR shall include this provision in every subcontract related to the services provided pursuant to the terms and conditions of this Agreement, unless exempted by law.

26. SMOKE-FREE WORKPLACE CERTIFICATION:

A. Legal Requirements. The United States Pro-Children Act of 1994 (“PCA”), requires that smoking not be permitted in any portion of any indoor facility owned or leased by an entity and used routinely or regularly for the provision of health, day care, early childhood development, education or library services to children under eighteen (18) years of age, if the services are funded by federal programs, either directly or through local or state governments, or by federal grant, contract, loan or loan guarantee. The PCA also applies to children’s services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The PCA does not apply to children’s services provided in private residences, portions of facilities used for inpatient substance use disorder treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid or facilities where Women, Infants and Children Program coupons are redeemed.

B. Certification of Compliance. By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the PCA, and will not allow smoking within any indoor facility used for the provision of services for children as defined thereby.

C. Effect of Non-Compliance. Failure to comply with the PCA may result in the imposition of a civil monetary penalty of up to One Thousand Dollars (\$1,000.00) for each violation and/or the imposition of an administrative compliance order on the responsible entity.

D. Incorporation of Provisions. CONTRACTOR further agrees that it will incorporate the provisions contained herein into any subcontracts related to the services provided hereunder.

27. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

28. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

29. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

30. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

OR

2. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

OR

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers. If CONTRACTOR has no employees, CONTRACTOR may sign the following certification in lieu of Workers' Compensation Insurance:

"I hereby agree to comply with the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with state law, throughout the term of this Agreement."

CONTRACTOR: _____

[Name of Contractor]
[Job Title]

_____ Date

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding its performance hereunder. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

31. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits.

32. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, any and all applicable laws, regulations and standards pertaining to the Medicaid program.

- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Humboldt County Mental Health Managed Care Agreement. CONTRACTOR agrees to comply with any and all applicable provisions of the Mental Health Managed Care Agreement (State Standard Agreement No. 17-94583) that COUNTY has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full. In the event, of any conflict in the terms and conditions set forth in COUNTY's Mental Health Managed Care Agreement (State Standard Agreement No. 17-94583) and the terms and conditions set forth in this Agreement, the terms and conditions set forth in COUNTY's Mental Health Managed Care Agreement (State Standard Agreement No. 17-94583) shall have priority. COUNTY's Mental Health Managed Care Agreement (State Standard Agreement No. 17-94583) can be obtained online at <https://humboldtgov.org>.
- F. Humboldt County Mental Health Performance Agreement. CONTRACTOR agrees to comply with any and all applicable provisions of the Mental Health Performance Agreement (State Standard Agreement No. 17-94523) that COUNTY has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full. In the event, of any conflict in the terms and conditions set forth in COUNTY's Mental Health Performance Agreement (State Standard Agreement No. 17-94523) and the terms and conditions set forth in this Agreement, the terms and conditions set forth in COUNTY's Mental Health Performance Agreement (State Standard Agreement No. 17-94523) shall have priority. COUNTY's Mental Health Performance Agreement can be obtained online at <https://humboldtgov.org>.
- G. Humboldt County Local System of Care. CONTRACTOR agrees to comply with all applicable provisions of the Humboldt County Local System of Care, which is attached hereto as Exhibit – Local System of Care and incorporated herein by reference as if set forth in full.

33. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

34. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation, policy, procedure, standard or contractual obligation referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date of such amendment.

35. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

36. NOTIFICATION OF LITIGATION:

CONTRACTOR shall notify COUNTY of any claim for damages, lawsuit or other professional litigation filed against CONTRACTOR, which relates to the services provided pursuant to the terms and conditions of this Agreement, within forty-eight (48) hours after being informed of the commencement of such claim for damages, lawsuit or other professional litigation.

37. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

38. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

39. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

40. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR, which COUNTY determines were not expended in accordance with the terms of this Agreement.

41. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

42. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

43. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

44. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and COUNTY's contractual obligations under the Mental Health Managed Care Agreement (State Standard Agreement No. 17-94583) and the Mental Health Performance Agreement (State Standard Agreement No. 17-94523) that COUNTY has with DHCS. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

45. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

46. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

47. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

48. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section []() – Compensation upon Termination, Section [] – Audit and Retention of Performance Records, Section [] – Inspection Rights, Section [] – Confidential Information, Section [] – Privacy and Data Security Requirements, Section [] –

Preparation and Retention of Clinical Records and Documentation, Section [] – Intellectual Property Rights and Section [] – Indemnification shall survive the expiration or termination of this Agreement.

49. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

50. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

51. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

52. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

53. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms of this Agreement are hereby ratified.

54. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

55. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[NAME OF CONTRACTOR]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Humboldt County Purchasing Agent

OR

By: _____

Date: _____

[Name of Board Chair]

Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates

Exhibit C – County of Humboldt HIPAA Business Associate Agreement

Exhibit – Certification Regarding Lobbying Activities

Exhibit – Disclosure of Lobbying Activities

Exhibit – Local System of Care

EXHIBIT A
SCOPE OF SERVICES

[Name of Contractor]

For Fiscal Years 20[]-20[] through 20[]-20[]

[Brief description of the purpose of the services to be provided]

1. SERVICES:

[List and describe the services to be performed under the Agreement]

2. SCHEDULE:

[List and describe project milestones/timeline for performance]

3. DELIVERABLES:

[List and describe deliverables, as applicable]

4. ACCEPTANCE CRITERIA:

[List and describe the criteria and standards to be achieved for each deliverable, as applicable]

5. REPORTING REQUIREMENTS:

[List and describe reporting requirements, as applicable]

6. PLACE OF PERFORMANCE:

[List and describe place of performance]

7. COUNTY RESPONSIBILITIES:

[List and describe County responsibilities, as applicable]

8. RESTRICTIONS:

[List and describe restrictions, as applicable]

EXHIBIT B
SCHEDULE OF RATES

[Name of Contractor]

For Fiscal Years 20[]-20[] through 20[]-20[]

[Brief description of the compensation to be provided to CONTRACTOR]

1. RATE OF COMPENSATION:

[List and describe each specific rate to be charged CONTRACTOR under the Agreement]

2. EXPENSES:

[List and describe expenses to be reimbursed by COUNTY under the Agreement, as applicable]

EXHIBIT C
COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT

[Name of Contractor]

For Fiscal Years 20[]-20[] through 20[]-20[]

WHEREAS, COUNTY, as a “Covered Entity” (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the “BUSINESS ASSOCIATE” (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

WHEREAS, COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

WHEREAS, pursuant to HIPAA Regulations, the Privacy Rule and Security Rule (defined below) COUNTY is required to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS:

- A. **Breach.** As used herein, the term “Breach” shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- B. **Breach Notification Rule.** As used herein, the term “Breach of Notification Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- C. **Business Associate.** As used herein, the term “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- D. **Covered Entity.** As used herein, the term “Covered Entity” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- E. **Designated Record Set.** As used herein, the term “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- F. **Electronic Protected Health Information.** As used herein, the term “Electronic Protected Health Information” means Protected Health Information maintained in, or transmitted by, electronic media.
- G. **Electronic Health Record.** As used herein, the term “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- H. **Health Care Operations.** As used herein, the term “Health Care Operations” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- I. **Privacy Rule.** As used herein, the term “Privacy Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

- J. **Protected Health Information.** As used herein, the term “Protected Health Information” (“PHI”) means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- K. **Protected Information.** As used herein, the term “Protected Information” shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY’s behalf.
- L. **Security Incident.** As used herein, the term “Security Incident” shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- M. **Security Rule.** As used herein, the term “Security Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- N. **Unsecured PHI.** As used herein, the term “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. OBLIGATIONS OF BUSINESS ASSOCIATE:

- A. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE’s obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- B. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE’s obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third-party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third-party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third-party, and (ii) a written agreement from such third-party to immediately notify BUSINESS ASSOCIATE of any breaches, security incidents or unauthorized disclosures of the Protected Information in accordance with paragraph 2.l. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].
- C. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not

use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.

- D. Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- E. Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2(D) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- F. Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under California Health and Safety Code Section 123110 and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- G. Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- H. Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable

COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.

- I. **Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- J. **Minimum Necessary.** BUSINESS ASSOCIATES and its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- K. **Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- L. **Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.1408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]. Any and all notices required pursuant to the terms and conditions of this provision shall be submitted to COUNTY at the following address:

COUNTY: Humboldt County DHHS Compliance and Quality Assurance Office
Attention: Compliance and Quality Assurance Administrator & Privacy Officer
507 F Street
Eureka, California 95501
(707) 441-5410

- M. Breach Pattern or Practice by Business Associate’s Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent’s obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one (1) of the reasonable steps to cure the breach or end the violation.
- N. Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

3. TERMINATION:

- A. Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- B. Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary’s guidance regarding proper destruction of PHI.

4. INTERPRETATION:

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

EXHIBIT []
CERTIFICATION REGARDING LOBBYING ACTIVITIES

[Name of Contractor]

For Fiscal Years 20[]-20[] through 20[]-20[]

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract/Grant Number

Signature of Person Signing for Contractor

Date

Title

EXHIBIT []
DISCLOSURE OF LOBBYING ACTIVITIES

[Name of Contractor]

For Fiscal Years 20[]-20[] through 20[]-20[]

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

EXHIBIT []
LOCAL SYSTEM OF CARE

[Name of Contractor]

For Fiscal Years 20[]-20[] through 20[]-20[]

Child services are part of the local System of Care (“SOC”), therefore CONTRACTOR will operate within all applicable principles of the local SOC:

1. Providing effective, community-based services and supports for children and their families which coordinate with other systems to address their emotional, social, educational and physical needs, including, without limitation, traditional and nontraditional services as well as natural and informal supports.
2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
3. Ensure that services and supports include evidence-informed practices and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training and implementing practices with fidelity and tracking of outcomes associated with intervention using standardized outcome measurement tools.
4. Deliver services and supports within the least restrictive and most normative environments that are clinically appropriate.
5. Ensure that families, other caregivers and youth are full partners in all aspects of the planning and delivery of their own services. CONTRACTOR is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
6. Ensure that services are well coordinated with other child-serving agencies with which the child and/or family may be involved to assure integrated care management.
7. Practice care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
8. Provide developmentally appropriate mental health services and supports that promote optimal social and emotional outcomes for young children and their families in their homes and community when the CONTRACTOR serves children zero (0) to five (5) years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth eighteen (18) to twenty-one (21) years of age to adulthood and to the transition age youth and adult service systems as needed.
10. Encourage participation in local mental health promotion, prevention and early identification and intervention opportunities.
11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor and

manage the quality, effectiveness and outcomes at the program level, practice level and child and family level.

12. Protect the rights of children and families and promote effective advocacy efforts.
13. Provide services and supports without regard to race, religion, national origin, gender, gender expression, sexual orientation, physical disability, socio-economic status, geography, language, immigration status or other characteristics, and ensure that services are sensitive and responsive to these differences.