



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

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**COUNTY OF HUMBOLDT**

**Request for Proposals – RFP No. DHHS2017-01**

**Provision of Therapeutic Foster Care Services**

**REQUEST FOR PROPOSALS – NO. DHHS2017-01  
PROVISION OF THERAPEUTIC FOSTER CARE SERVICES**

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**PROVISION OF THERAPEUTIC FOSTER CARE 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 – Children and Family Services.
- C. **Child and Adolescent Needs and Strengths Assessment.** As used herein, the term “Child and Adolescent Needs and Strengths Assessment” refers to the County approved multi-purpose tool that is used to support decision making, including, without limitation, level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services.
- D. **Child and Family Team.** As used herein, the term “Child and Family Team” refers to a team of individuals that is comprised of a child or youth receiving Therapeutic Foster care Services and all of the people, including, without limitation, family members and paid and natural supports, who are working with such child or youth to reach their mental health goals and successfully transition out of the child serving systems such as child welfare or probation.
- E. **Foster Family Agency.** As used herein, the term “Foster Family Agency” refers to any nonprofit organization engaged in the recruiting, certifying and training of, and providing professional support to, foster parents, or in finding homes for placement of children for temporary or permanent care who require that level of care as an alternative to a group home.
- F. **Intensive Care Coordinator.** As used herein, the term “Intensive Care Coordinator” refers to the individual responsible for working within the Child and Family Team to ensure that plans from any child welfare, education, juvenile probation or other agency are integrated to comprehensively address the identified goals and objectives of the Therapeutic Foster Care services being provided to a particular child or adolescent, and that the activities of all parties involved with the provision of such services to the child or adolescent, are coordinated to support and ensure successful and enduring change.
- G. **Licensed Mental Health Professional.** As used herein, the term “Licensed Mental Health Professional” refers to any health practitioner who is licensed in the State of California, and operating within the scope of practice defined by the laws of the State of California, to diagnose and treat children and youth with a variety of mental disorders.
- H. **Licensed Practitioner of the Healing Arts.** As used herein, the term “Licensed Practitioner of the Healing Arts” refers to any health practitioner who is licensed in the State of California, and operating within the scope of practice defined by the laws of the State of California, to diagnose and treat children and youth with a variety of physical and/or mental disorders.
- I. **Mental Health Organizational Provider Services Agreement.** As used herein, the term “Mental Health Organizational Provider Services Agreement” refers to the contract regarding

the provision of Therapeutic Foster Care services awarded to the Successful Proposer.

- J. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency, firm or company submitting a Proposal in response to this Request for Proposals.
- K. **Proposal.** As used herein, the term “Proposal” refers to an offer submitted in accordance with this Request for Proposals to provide an ongoing service for a specified sum of money.
- L. **Resource Family Approval.** As used herein, the term “Resource Family Approval” refers to a unified, family friendly, and child-centered resource family approval process to replace the existing multiple processes for licensing foster family homes and approving relatives and nonrelative extended family members as foster care providers, and approving families for legal guardianship or adoption.
- M. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the individual, Foster Family Agency that the County chooses to enter into a final Mental Health Organizational Provider Services Agreement with after the selection process set forth in this Request for Proposals has been completed.
- N. **Therapeutic Foster Care.** As used herein, the term “Therapeutic Foster Care” refers to intensive, highly coordinated and individualized rehabilitative and specialty mental health services, covered under Medi-Cal, that are provided to children and youth, under twenty-one (21) years of age, with complex emotional and behavioral needs who are placed with specially selected and trained and intensely supervised foster parents.

## 1.2 **Abbreviations:**

- A. **CANS.** As used herein, the abbreviation “CANS” refers to the Child and Adolescent Needs and Strengths Assessment tool that has been approved by the County.
- B. **DHCS.** As used herein, the abbreviation “DHCS” refers to the California Department of Health Care Services.
- C. **DHHS.** As used herein, the abbreviation “DHHS” refers to the Humboldt County Department of Health and Human Services – Children and Family Services.
- D. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of Therapeutic Foster Care services.

## 2.0 **INTRODUCTION:**

### 2.1 **Statement of Purpose:**

The County of Humboldt (“County”), by and through its Department of Health and Human Services – Children and Family Services (“DHHS”), is issuing this Request for Proposals (“RFP”) to solicit Proposals for the provision of Therapeutic Foster Care services to juvenile dependents within Humboldt County. The Successful Proposer must have the ability to provide trained, experienced personnel and staff as needed to perform the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement which is attached to this RFP as Attachment D and incorporated herein by reference. Service hours, locations and number of assigned personnel and staff may be increased or decreased at any time during the term of the final Organizational Provider

Agreement between the County and the Successful Proposer.

Information received as part of the Proposals submitted in response to this RFP shall be objectively evaluated to determine those Foster Family Agencies best qualified to provide the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto. This is a non-binding solicitation for such services.

## **2.2 Project Background:**

Therapeutic Foster Care services are designed to assist children and youth with emotional and behavioral needs in achieving client plan goals and objectives in order to remain in community settings, and thereby avoid residential, inpatient or institutional care. Therapeutic Foster Care parents serve as a primary agent for children and youth receiving Therapeutic Foster Care services.

The County is the primary agency responsible for providing Therapeutic Foster Care and other specialty mental health services to Humboldt County Medi-Cal Beneficiaries, under twenty-one (21) years of age, as part of the County's Medi-Cal Managed Mental Health Care Program. Pursuant to the Mental Health Managed Care Agreement (State Standard Agreement No. 12-89364) that the County has entered into with the California Department of Health Care Services ("DHCS"), the County may arrange for the provision of such Therapeutic Foster Care and specialty mental health services through written agreements with licensed health care providers.

On average, the County places over sixty (60) children and youth needing specialty mental health services outside of Humboldt County. It is estimated that at least twenty-five percent (25%) of these children and youth would be eligible for Therapeutic Foster Care placements. Accordingly, the County desires to retain qualified Foster Family Agencies to provide Therapeutic Foster Care services, including, without limitation, Therapeutic Foster Care placement and other related services set forth in the Katie A. Core Practice Model Guide and All County Information Notice No. 16-031 dated July 8, 2016, to eligible Humboldt County Medi-Cal Beneficiaries under twenty-one (21) years of age.

## **3.0 PRELIMINARY SCOPE OF SERVICES:**

This section only presents a preliminary scope of services to generally communicate the County's expectations for the provision of Therapeutic Foster Care services. A final scope of services will be developed by the County and the Successful Proposer. All Proposers will be held to the requirements, standards and protocols set forth in this RFP and the sample Organizational Provider Agreement attached hereto. Such requirements, standards and protocols will be incorporated into the final Organizational Provider Agreement between the County and the Successful Proposer.

### **3.1 Outline of Anticipated Services:**

The outline of anticipated services set forth in this RFP and the sample Organizational Provider Agreement attached hereto is for the primary purpose of allowing the County to compare Proposals. The precise scope of services that will be incorporated into the final Organizational Provider Agreement shall be the subject of negotiations between the County and the Successful Proposer.

- A. Basic Service Level.** The Successful Proposer shall provide Therapeutic Foster Care placement and specialty mental health services, to eligible Humboldt County Medi-Cal Beneficiaries under twenty-one (21) years of age in accordance with all applicable local, state and federal laws, regulations, standards, policies and guidelines. The Therapeutic Foster Care services provided pursuant to the terms and conditions of the final Organizational Provider Agreement shall include, without limitation:

1. Recruiting, training and managing appropriate Therapeutic Foster Care parents in the incorporated and unincorporated areas of Humboldt County, including, without limitation, tribal communities.
2. Identifying appropriate supports for children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of the final Organizational Provider Agreement in conjunction with the Child and Family Team, including, without limitation, placing such children and youth with Therapeutic Foster Care parents who can best meet their individual needs.
3. Integrating Therapeutic Foster Care parents of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of the final Organizational Provider Agreement and appropriate staff into the existing Child and Family Team.
4. Assessing the progress of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of the final Organizational Provider Agreement in meeting program goals and objectives and communicating such progress to the Child and Family Team.
5. Providing, or arranging for the provision of, as appropriate, specialty mental health services, including, without limitation, crisis intervention services, that may need to be available twenty-four (24) hours per day, seven (7) days per week.
6. Utilizing evidence informed practices as part of the training of Therapeutic Foster Care parents and treatment of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of the final Organizational Provider Agreement.
7. Ensuring that children and youth who are placed with Therapeutic Foster Care parents pursuant to the terms and conditions of the final Organizational Provider Agreement receive home-based specialty mental health services under the direction of a Licensed Practitioner of the Healing Arts or Licensed Mental Health Professional.
8. Ensuring that children and youth who are placed with Therapeutic Foster Care parents pursuant to the terms and conditions of the final Organizational Provider Agreement receive appropriate board, care and supervision.

**B. Preparation of Therapeutic Foster Care Training Plans.** The Successful Proposer shall develop a Therapeutic Foster Care training plan in accordance with any and all applicable local, state and federal laws, regulations, standards, policies and guidelines. The Therapeutic Foster Care training plan developed pursuant to the terms and conditions of the final Organizational Provider Agreement shall include, without limitation, information pertaining to all of the following topics:

1. Introduction to therapeutic foster parenting, including, without limitation: understanding the importance of Child and Family Team involvement; understanding the Child and Adolescent Needs and Strengths Assessment tool; and understanding and identifying unique issues pertaining to the provision of Therapeutic Foster Care services in rural communities.
2. Introduction to the role of Therapeutic Foster Care parents in mental health treatment planning, including, without limitation: understanding and monitoring individualized

specialty mental health services; understanding and monitoring any and all necessary medications; understanding developmental stages and age appropriate interventions; understanding and utilizing crisis management and intervention techniques; and understanding vicarious stress, well-being and self-care techniques.

3. Introduction to working with children who have been abused, neglected and/or delinquent, including, without limitation: understanding trauma histories and providing trauma informed care; understanding and utilizing prevention of aggressive behavior and de-escalation techniques; understanding and utilizing positive behavioral reinforcement and management techniques; and understanding and utilizing effective communication and relationship building techniques.
4. Introduction to working with children and youth in a culturally competent and responsive manner, including, without limitation: understanding cultural competency in working with children and youth from culturally diverse populations, including, but not limited to tribal communities; and understanding cultural sensitivities, including, but not limited to, stories and content developed and delivered by peer roles.
5. Introduction to complying with the United States Health Insurance Portability and Accountability Act of 1996 and all other local, state and federal laws, regulations, standards, policies and guidelines pertaining to the provision of Therapeutic Foster Care services, including, without limitation: understanding and complying with the mandated reporting requirements pertaining to such services, including, but limited to, the development and submission of progress notes and other appropriate documentation; and understanding and identifying medical necessity criteria.

C. **Administrative and Management Services.** The Successful Proposer shall provide management and oversight of a network of Therapeutic Foster Care parents who have the ability to meet the diverse therapeutic needs of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of the final Organizational Provider Agreement. The management and oversight services provided pursuant to the terms and conditions of the final Organizational Provider Agreement shall include, without limitation:

1. Ensuring that Therapeutic Foster Care parents comply with any and all local, state and federal laws, regulations, standards and policies applicable to the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto, including, without limitation, the Resource Family Approval process set forth in Assembly Bill 403 – Continuum of Care Reform.
2. Providing ongoing supervision and intensive support to Therapeutic Foster Care parents of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of the final Organizational Provider Agreement.
3. Maintaining, as required by applicable local, state and federal laws, regulations, standards, policies and guidelines, any and all progress notes, reports and other appropriate documentation related to Therapeutic Foster Care parents of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of the final Organizational Provider Agreement.
4. Providing peer role supports to Therapeutic Foster Care parents of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of the final



## Organizational Provider Agreement.

- D. Additional Services.** The Successful Proposer may be eligible to contract with the County for the provision of additional specialty mental health services to meet the needs of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of the final Organizational Provider Agreement. The provision of such additional services will be subject to individual negotiations between the Successful Proposer and the County.

### **3.2 Project Development:**

The County anticipates that the Successful Proposer will work together with the County to plan and organize information pertaining to the provision of the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto, including, but not limited to, participating in regular meetings. The Successful Proposer will also be expected to maintain timely and regular communication with the County throughout the duration of the final Organizational Provider Agreement.

## **4.0 REQUIREMENTS STATEMENT:**

### **4.1 Eligibility Requirements:**

- A. Mandatory Qualifications.** In order for Proposals to be considered for award of a Organizational Provider Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
1. Proposers must possess adequate resources, or have the ability to obtain such resources during the term of the final Organizational Provider Agreement, necessary to provide the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
  2. Proposers must have the ability and expertise to provide the Therapeutic Foster Care Services set forth in this RFP in accordance with the terms and conditions of the sample Organizational Provider Agreement attached hereto.
  3. Proposers must not have a record of unsatisfactory performance, lack of integrity or poor business ethics.
  4. Proposers must have at least three (3) years of experience in providing services similar to the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
  5. Proposers must have at least one (1) year of experience in providing specialty mental health services equivalent to those that will be provided as part of the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
  6. Proposers must have ability to adjust their data collection, reporting and audit practices in order to meet the requirements set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
  7. Proposers must be a private, nonprofit corporation as set forth in the California Code of

Regulations.

**B. Licensure, Certification and Accreditation Standards.** In order for Proposals to be considered for award of a Organizational Provider Agreement pursuant to this RFP process, all of the following licensure, certification and accreditation standards must be satisfied:

1. Proposers must possess a current California Foster Family Agency license which allows for the provision of the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
2. Proposers must be nationally accredited through the Council on Accreditation, the Commission on Accreditation of Rehabilitation Facilities or the Joint Commission.
3. Proposers must possess, or have the ability to obtain, the appropriate Humboldt County Medi-Cal certification related to the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.

**4.2 Performance Standards Pertaining to Therapeutic Foster Care Services:**

**A. General Duties and Obligations of the Successful Proposer.**

1. The Successful Proposer shall ensure that the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto are provided by qualified, efficient and discreet employees in strict accordance with any and all recognized best practices, including, without limitation, client and patient confidentiality, and any and all standard and special instructions provided by the County.
2. The Successful Proposer will 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 the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto shall be employees of the Successful Proposer and shall at all times be subject to the direct supervision and control of the Successful Proposer.
3. The Successful Proposer shall be available at all times to report to, and confer with, County staff regarding the provision of the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto. The Successful Proposer shall meet with County staff on a monthly basis to discuss the Therapeutic Foster Care services being provided thereby.

**B. Confidentiality Requirements.**

1. The Successful Proposer shall not access any confidential medical information or personally identifiable client information, except as is absolutely necessary in the course of providing the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
2. The Successful Proposer shall not disclose confidential medical information or personally identifiable client information obtained through the provision of the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto, except as required by law.

3. The Successful Proposer shall not access any confidential proprietary information or records, including, but not limited to, information which concerns the County’s treatment methods, operations and costs (“Proprietary Information”), except as is absolutely necessary in the course of providing the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
4. The Successful Proposer shall not disclose, use or copy Proprietary Information obtained during the provision of the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto without first obtaining the County’s express written consent.

**5.0 SCHEDULE OF EVENTS:**

The following schedule of events represents the County’s best estimate of the schedule that shall 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 (“PST”).

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
Release of RFP:	January 20, 2017
Deadline for Submission of Written Questions:	February 10, 2017
Deadline for Responses to Questions:	February 17, 2017
Deadline to Submit Proposals:	4:00 P.M. PST, March 3, 2017
Completion of Proposal Evaluation Process:	March 17, 2017
Recommendation of Award to Board of Supervisors:	August 22, 2017
Finalization of Organizational Provider Agreement:	Upon finalization of negotiations
Start date of Organizational Provider Agreement:	Upon execution of contract

**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 CD, flash drive or other electronic media, by 4:00 p.m. PST, March 3, 2017. Proposals shall be signed by an authorized agent of the Proposer, and must be placed in a sealed envelope clearly marked as RFP No. DHHS2017-01 along with the name and address of the Proposer and the closing date and time for submission of Proposals. Proposals shall be personally delivered or mailed to:

COUNTY: Humboldt County DHHS – Children and Family Services  
 Attention: Windy Scott, Staff Services Analyst I  
 2430 Sixth Street  
 Eureka, California 95501

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened.

Time is of the essence, and any Proposal received after the above-referenced time and date 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 the Proposal evaluation process.

**6.2 Withdrawal of Submitted Proposals:**

A Proposer may withdraw its Proposal at any time prior to the date and time specified for Proposal submission by submitting a written notification of withdrawal signed by the Proposer or an authorized representative thereof. The Proposer must, in person, retrieve the entire sealed submission package. 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 perform the Therapeutic Foster Care services, and comply with the requirements and standards, set forth in this RFP and the sample Organizational Provider Agreement attached hereto. 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 Proposer from its obligation to comply with all provisions and requirements set forth in this RFP and the sample Organizational Provider Agreement attached hereto. 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 resulting from, or 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 of County 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 of a Proposal.

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## **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 responses 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 and regulations. 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 inch (1/2") size letters. Specifically identified proprietary information, will not be released, if the Proposer agrees 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 Proposer prior to the release of such proprietary information 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, Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in procuring the final Organizational Provider Agreement resulting from this RFP process, nor that any such person will be employed in the performance of such final Organizational Provider 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 by the County, 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, including, without limitation, a signed and completed Signature Affidavit.
2. Proposals must be submitted by a single Proposer. Collaborative and/or multi-agency Proposals will not be considered for award by the County.
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 be concise and to the point. Costly bindings, color plates and glossy brochures are not necessary or recommended.
5. 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.
6. 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.

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**B. Presentation Requirements.** In order for Proposals to be considered for award by the County, all of the following conditions must be satisfied:

1. Proposals must be bound or contained in loose leaf binders.
2. Proposals must be uniformly typed in twelve (12) point font on standard letter size (8.5" x 11") white paper, single or double sided, with:
  - a. Each section clearly titled;
  - b. Each page consecutively numbered, including all attachments;
  - c. Each page having 1.25" margins; and
  - d. Each page being clean and suitable for copying.
3. Proposals must not be any more than thirty (30) pages in length. Proposals exceeding such maximum page length shall be rejected by the County.

**C. Formatting Requirements.** In order to be considered for award by the County, Proposals shall follow the format outlined herein. Failure to follow the format set forth in this RFP may result in the rejection of the Proposal. Each Proposal shall consist of the following sections:

- 1.0 Cover Letter
- 2.0 RFP Signature Affidavit
- 3.0 Proposal Table of Contents
- 4.0 Business Profile
- 5.0 Quality Assurance Capabilities
- 6.0 Cost Proposal
- 7.0 Additional Documentation
- 8.0 References
- 9.0 Evidence of Insurability/Business Licenses
- 10.0 Exceptions, Objections and Requested Changes
- 11.0 Required Attachments

#### **7.2 Cover Letter:**

Each Proposal must contain a signed cover letter which, in one (1) page or less, describes Proposer's entity and summarizes Proposer's qualifications, experience and vision for providing the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.

#### **7.3 RFP Signature Affidavit:**

Each Proposal must contain a signed and completed RFP Signature Affidavit which is attached to this RFP as Attachment A and incorporated herein by reference. The RFP Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including but not limited to, the termination of any Organizational Provider Agreement pertaining to the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto. Receipt of all Addenda, if any, must be

acknowledged on the bottom of the RFP Signature Affidavit.

#### **7.4 Proposal Table of Contents:**

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

#### **7.5 Business Profile:**

Proposals shall include a clear and concise narrative which identifies the Proposer's ability to meet the placement and mental health needs of a "typical" foster child through the provision of the Therapeutic Foster Care services specified in this RFP and the sample Organizational Provider Agreement attached hereto.

**A. Company Overview.** The business profile portion of the Proposal must include an overview of the business structure and operation of the Proposer's agency. The company overview should include, at a minimum, the following information:

1. The Proposer's business name, physical location or locations, mission statement, accreditation status, legal business status, such as partnership, corporation, limited liability company or sole proprietorship, and the Proposer's 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 agency, including, without limitation, the date on which the Proposer's agency was founded and how the Proposer fosters innovation and high quality performance.
  - b. The total number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has conducted services similar to the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
  - c. The total number of years the Proposer has been providing services similar to the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
  - d. The total number of government agencies for which the Proposer has provided services similar to the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
  - e. The total number of foster homes currently being operated by the Proposer which provide services similar to the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
  - f. The total number of children and youth receiving Foster Care services from the Proposer's agency on an annual basis including, without limitation, foster care, emergency foster care, intensive foster care, adoption, concurrent placement and specialty mental health services.

3. A detailed description of any fraud convictions related to public contracts, if applicable.
4. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
5. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
6. A detailed description of any controlling or financial interest Proposer's agency has in any other agencies, firms or organizations, or whether Proposer's firm is owned or controlled by any other agency, firm or organization. If Proposer does not hold a controlling or financial interest in any other agencies, firms or organizations, that must be stated.

**B. Statement of Qualifications.** The Business Profile must include a statement of qualifications regarding the Proposer's ability to provide the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto. The statement of qualifications should include, at a minimum, the following items:

1. Identification of the Proposer's management team and key personnel, including an organizational chart and resumes of each representative.
2. A detailed description of the qualifications and experience of key personnel and staff members who will provide the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto, 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 Therapeutic Foster Care services e similar to those set forth in this RFP and the sample Organizational Provider Agreement attached hereto to specialized populations, including, without limitation:
  - a. Children and youth that are, or have been, involved with the juvenile justice system, including, without limitation, children and youth with substance use disorders;
  - b. Children and youth from culturally diverse populations, including, but not limited to, children and youth from tribal communities; and
  - c. Children and youth from socially diverse populations, including, without limitation, transition-aged youth, non-minor dependents, teen-aged parents and children and youth who are part of the lesbian, gay, bisexual and/or transgender communities.
4. A detailed description of the Proposer's overall experience with the following aspects of providing Therapeutic Foster Care services equivalent to those set forth in this RFP and the sample Organizational Provider Agreement attached hereto:
  - a. Working with biological families of children and youth receiving services similar to Therapeutic Foster Care services, including, without limitation, facilitating relationships with biological parents and siblings and participating in Child and Family Team meetings;



- b. Partnering with other service providers and resource families, including, without limitation, participating in concurrent planning processes, to transition children and youth receiving Therapeutic Foster Care services into permanent placements; and
  - c. Complying with the requirements and standards set forth in Assembly Bill 403 and AB1997 – Continuum of Care Reform – including, without limitation, the assessment, organizational preparation and Resource Family Approval processes, in order to reduce the number of children and youth placed in congregate care settings.
5. A detailed summary of how the Proposer’s qualifications and experience will help meet the County’s objective of providing quality Therapeutic Foster Care placement and mental health services to eligible Humboldt County Medi-Cal Beneficiaries under twenty-one (21) years of age.

**7.6 Quality Assurance Capabilities:**

**A. Description of Services.** Proposals shall include an overview of how the Therapeutic Foster Care placement and services provided by the Proposer will comply with the requirements, specifications and protocols set forth in this RFP and the sample Organizational Provider Agreement attached hereto. The description of services should include, at a minimum, the following information:

- 1. A detailed description of how the Proposer will provide the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto, including, without limitation, the recruitment, engagement, support and evaluation methods and evidence based practices that will be utilized thereby.
- 2. A detailed description of any services similar to Therapeutic Foster Care services set forth in this RFP or the sample Organizational Provider Agreement attached hereto that will not be provided by the Proposer and the reason for the exclusion of such services.
- 3. A detailed description any and all criteria which the Proposer believes would exclude children and youth from receiving the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
- 4. A detailed description of any procedural enhancements that the Proposer believes may add value to the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.

**B. Project Understanding and Approach.** Proposals shall include an overview of the Proposer’s policies and procedures regarding quality control. The quality control portion of the Proposal should include, at a minimum, the following information:

- 1. A detailed description of the Proposer’s specific management expertise, and how that expertise will assure satisfactory performance of the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
- 2. A detailed description of how the availability of key personnel, and the expected communication channels between the Proposer and the County, will ensure that the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto 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 the costs for all Therapeutic Foster Care services that will be provided by Proposer. Cost information should be presented in a form substantially similar to the Cost Proposal Form which is attached to this RFP as Attachment B and incorporated herein by reference. In addition to the above-referenced cost information, Proposals should also include a detailed explanation of how the costs in each budget line item were estimated and the justification for such costs.
- 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 3, 2017.
  2. Price quotes shall include any exception, deviation and clarifications pertinent to the Therapeutic Foster Care services that will be provided by Proposer that may assist in the evaluation of such price quotes.
  3. The total project budget set forth in the price quote shall not exceed any local, state or federal maximum allowances applicable to the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto. The Therapeutic Foster Care services provided pursuant to the final Organizational Provider Agreement will be compensated through the payment of placement rates and Medi-Cal reimbursement.

## 7.8 **Additional Documentation:**

Proposals shall include a detailed description of any and all documents that will assist the County in evaluating the Proposer's ability to comply with the terms and conditions of this RFP and the sample Organizational Provider Agreement attached hereto, including, without limitation: the most recent fiscal audit of the Proposer's agency; the most recent state-level foster care program audit of the Proposer's agency; the most recent county-level Medi-Cal audit of the Proposer's agency; the most recent accrediting agency survey pertaining to the Proposer's agency and the results thereof; Proposer's annual foster parent and resource family training calendar; and any relevant policies and procedures that will be used by the Proposer to facilitate the provision of the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.

## 7.9 **References:**

- A. **Reference Data Sheet.** Proposals shall include a Reference Data Sheet containing present and past performance information from a minimum of three (3) former clients. A Reference Data Sheet is attached to this RFP as Attachment C and is incorporated herein by reference.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the Therapeutic Foster Care services and requirements set forth in this RFP and the sample Organizational Provider Agreement attached hereto. Each reference must include, at a minimum, 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 similar to Therapeutic Care Services equivalent to those set forth in this RFP and the sample Organizational Provider Agreement attached hereto were provided to each referenced client.
3. A detailed description of the scope of services performed for each referenced client, including, without limitation, the time period in which such services were delivered.
4. A verification that all information provided in the Reference Data Sheet is true and correct to the best of Proposer's knowledge.

#### **7.10 Evidence of Insurability and Business Licenses:**

All Proposers shall submit evidence of eligibility for all insurances required by the sample Organizational Provider Agreement attached hereto. Upon the award of a Organizational Provider Agreement, the Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as additional insured. Additional insurance should not be purchased until a Organizational Provider Agreement has been awarded.

In addition, all Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto.

#### **7.11 Exceptions, Objections and Requested Changes:**

Proposers should carefully review the terms and conditions of this RFP and the sample Organizational Provider Agreement attached hereto. Any exceptions, objections or requested changes to any portion of this RFP or the sample Organizational Provider Agreement attached hereto shall be clearly stated and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP or the sample Organizational Provider Agreement attached hereto.

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 by the County, Proposals must contain each of the following attachments. Failure to include such attachments may result in the rejection of the Proposal.

- **Attachment A – RFP Signature Affidavit**
- **Attachment B – Cost Proposal**
- **Attachment C – Reference Data Sheet**
- **Attachment D – Sample Documentation**
- **Attachment E – Staff Resumes (key management personnel only)**

## **8.0 EVALUATION CRITERIA AND REVIEW PROCESS:**

The County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto. The County may also investigate the qualifications of each Proposer to whom an award of a final Organizational Provider Agreement is contemplated. In doing so, the County may request clarifications of Proposals directly from one or more Proposers.

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 – 30 points:** The Proposer's ability to meet the service requirements, standards and protocols set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
- **Company Profile and References – 30 points:** The Proposer's experience in providing Therapeutic Foster Care services equivalent to those set forth in this RFP and the sample Organizational Provider Agreement attached hereto for government agencies of comparable size.
- **Commencement of Services – 10 points:** The Proposer's ability to start providing the Therapeutic Foster Care services equivalent to those set forth in this RFP and the sample Organizational Provider Agreement attached hereto by the date currently scheduled as the Organizational Provider Agreement start date.
- **Overall Cost of Services – 10 points:** The total cost to provide the Therapeutic Foster Care services equivalent to those set forth in this RFP and the sample Organizational Provider Agreement attached hereto.
- **Other Criteria – 20 points:** The overall impression of the Proposer's ability to provide the Therapeutic Foster Care services equivalent to those set forth in this RFP and the sample Organizational Provider Agreement attached hereto.

All Proposals will be evaluated by an RFP Evaluation Committee made up of County staff members. Proposers may be requested to make presentations in accordance with direction from the County. Any delay caused by a Proposer's failure to respond to direction from the County may lead to a rejection of the Proposal. All contacts made with the County during the evaluation and selection process shall be through DHHS Staff Services Analyst, Jamie Monroe (see Section 11.0 for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in disqualification of the Proposal.

The evaluation and selection process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer 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 a Organizational Provider Agreement, if made by the County, will be based upon a total review and evaluation of each Proposal and the projected costs associated therewith.

The County reserves the right, at its sole discretion, to request clarifications of Proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions

shall be to ensure full understanding of the Proposal. Discussions shall be limited to specific sections of the Proposal identified by the County, and shall be held after all Proposals have been reviewed. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing. Conflict resolution shall be handled by County staff upon receiving a written statement from the Proposer about the procurement process.

Following the conclusion of the evaluation and selection process, the RFP Evaluation Committee will present the evaluation results to the Humboldt County Board of Supervisors for review and approval. County staff will notify each Proposer of the acceptance or rejection of their Proposal.

## **9.0 CONTRACT DEVELOPMENT:**

### **9.1 Award of Mental Health Organizational Provider Services Agreement:**

The Successful Proposer(s) will be awarded a Organizational Provider Agreement with the County. The term of the Organizational Provider Agreement for the provision of Therapeutic Foster Care placement and services shall commence upon execution and shall continue for a period of two (2) years. The final Organizational Provider Agreement shall be substantially similar to the sample Organizational Provider Agreement attached hereto, and is subject to approval by the Humboldt County Counsel, Risk Manager and Board of Supervisors.

The County hereby reserves the right to negotiate the terms and conditions of the Organizational Provider Agreement for the provision of the Therapeutic Foster Care placement and services set forth in this RFP and the sample Organizational Provider Agreement attached hereto with one (1) or more Proposers. Proposers shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by Proposer's failure to participate in good faith negotiations may lead to rejection of the Proposal. No Proposal shall be binding upon the County until a final Organizational Provider Agreement is signed by duly authorized representatives of both the Successful Proposer and the County.

If, after the completion of the contract negotiation process, the County decides to award a Organizational Provider Agreement, a final Organizational Provider Agreement shall be sent to the Successful Proposer for signature. The County hereby reserves the right to award a Organizational Provider Agreement to a Proposer that presents a Proposal which, in the sole judgment of the County, best meets the objective of providing quality Therapeutic Foster Care services to Humboldt County Medi-Cal Beneficiaries under twenty-one (21) years of age.

### **9.2 Contractual Requirements:**

- A. Disclosure of Confidential Information.** During the performance of the Therapeutic Foster Care placement and mental health services set forth in this RFP and the sample Organizational Provider Agreement attached hereto, the Successful Proposer may receive information that is confidential under local, state and/or federal law. The Successful Proposer will be required to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: 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 and 10850; California Health and Safety Code Sections 1280.15 and 1280.18; 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 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.

- B. Compliance with Anti-Discrimination Laws.** In connection with the execution of any Organizational Provider Agreement resulting from this RFP process, the Successful Proposer will be required to abide by the 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 Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time.
- C. Ownership and Control.** The Successful Proposer will be required to provide information on the ownership and control of its business operations as provided in 42 C.F.R. Sections 455.101 and 455.104.
- D. Indemnification Requirements.** The Successful Proposer 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 and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer’s negligent performance of, or failure to comply with, any of the obligations contained in any Organizational Provider Agreement resulting from this RFP process, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- E. Insurance Requirements.** The Successful Proposer will be required to satisfy the insurance requirements set forth in the sample Organizational Provider Agreement attached hereto. The Successful Proposer shall furnish the County with certificates and original endorsements effecting the required insurance coverage prior to execution of a final Organizational Provider Agreement by the County. In addition, the County may require additional insurance requirements dependent upon the final scope of Therapeutic Foster Care services that will be provided by the Successful Proposer.
- F. Assignment.** Any Organizational Provider Agreement resulting from this RFP process, and any amendments or supplements thereto, shall not be assignable by the Successful Proposer.
- G. Jurisdiction and Venue.** Any Organizational Provider Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes regarding such Organizational Provider Agreement 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 Civil Procedure Sections 394 or 395.

## **10.0 MODIFICATION AND CORRECTION:**

### **10.1 Requests for Clarification or Correction:**

Proposers shall be responsible for meeting all of the requirements and specifications set forth in this

RFP and the sample Organizational Provider 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. Such requests shall be directed to:

COUNTY: Humboldt County DHHS – Children and Family Services  
Attention: Windy Scott, Staff Services Analyst I  
2430 Sixth Street  
Eureka, California 95501  
Email: [wscott@co.humboldt.ca.us](mailto:wscott@co.humboldt.ca.us)

Requests for clarification or correction and any other questions pertaining to this RFP must be received by February 2, 2017. 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 (<http://www.co.humboldt.ca.us/purchase>) on or before February 17, 2017

## **10.2 RFP Addenda:**

Any and all modifications to this RFP shall be made and distributed by written Addenda, and will be posted on the County's Purchasing website. Addenda issued by the County which interpret or modify any portion of this RFP shall be incorporated into any and all Proposals submitted in response hereto. 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 the RFP process at any time after the issuance of this RFP, but prior to the award of a final Organizational Provider Agreement, if the County determines that cancellation is in the County's best interest for reasons, including, but not limited to, the following: the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto are no longer required; the Proposals received are at an unreasonable cost; the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or the County determines, after analysis of the Proposals, that the need for Therapeutic Foster Care services can be satisfied through an alternative method.

The County reserves the right to amend or modify the scope of the Therapeutic Foster Care services set forth in this RFP and the sample Organizational Provider Agreement attached hereto prior to the award of a final Organizational Provider Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to award a Organizational Provider Agreement for the provision of the Therapeutic Foster Care services set forth herein or the sample Organizational Provider Agreement attached hereto, or to pay any costs incurred in the preparation of any Proposals.

**REQUEST FOR PROPOSALS – NO. DHHS2017-01  
PROVISION OF THERAPEUTIC FOSTER CARE SERVICES**

**ATTACHMENT A – RFP SIGNATURE AFFIDAVIT  
(Submit With Proposal)**

<b>REQUEST FOR PROPOSALS – NO. DHHS2016-01 SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

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 agency 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. DHHS2017-01 and declares that the attached proposal and pricing are in conformity therewith.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

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



**REQUEST FOR PROPOSALS – NO. DHHS2017-01**  
**PROVISION OF THERAPEUTIC FOSTER CARE placements and SERVICES**

**ATTACHMENT B – COST PROPOSAL**  
**(Submit With Proposal)**

Itemize all costs that will be incurred by the County for the provision of the Therapeutic Foster Care services set forth in RFP No. DHHS2017-01. Include all required services, manuals, documentation, training-related expenses and materials. Costs for the entire project shall be summarized on this form. A narrative should be attached to clarify any pricing data submitted.

Therapeutic Foster Care Services Daily Rate	\$ _____
Other Required Costs and Expenses Related to Therapeutic Foster Care Services	\$ _____
<b>Total Costs</b>	<b>\$ _____</b>

**REQUEST FOR PROPOSALS – NO. DHHS2017-01  
PROVISION OF THERAPEUTIC FOSTER CARE SERVICES**

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

<b>REFERENCE DATA SHEET</b>	
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.	
<b>NAME OF AGENCY:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Department Name:</b>	
<b>Approximate County (Agency) Population:</b>	
<b>Number of Departments:</b>	
<b>General Description of Scope of Work:</b>	
<b>NAME OF AGENCY:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Department Name:</b>	
<b>Approximate County (Agency) Population:</b>	
<b>Number of Departments:</b>	
<b>General Description of Scope of Work:</b>	

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

**REQUEST FOR PROPOSALS – NO. DHHS2017-01  
PROVISION OF THERAPEUTIC FOSTER CARE SERVICES**

**ATTACHMENT D  
SAMPLE MENTAL HEALTH ORGANIZATIONAL PROVIDER SERVICES AGREEMENT**

**MENTAL HEALTH ORGANIZATIONAL PROVIDER SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
\_\_\_\_\_[NAME OF PROVIDER]\_\_\_\_\_  
FOR FISCAL YEARS [20\_\_-20\_\_] THROUGH [20\_\_-20\_\_]**

This Mental Health Organizational Provider Services Agreement (“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 Provider]\_\_\_\_\_, a California for-profit mental health service organization, hereinafter referred to as “PROVIDER,” is made upon the following considerations:

**WHEREAS**, COUNTY is required to provide specialty mental health services to eligible Humboldt County Medi-Cal Beneficiaries (“Beneficiaries”) as part of COUNTY’s Medi-Cal Managed Mental Health Care Program; and

**WHEREAS**, COUNTY may arrange for the provision of such specialty mental health services through written agreements with licensed mental health service organizations pursuant to the Mental Health Managed Care Agreement (State Standard Agreement No. 12-89364) that COUNTY has with the California Department of Health Care Services (“DHCS”); and

**WHEREAS**, COUNTY, by and through its Department of Health and Human Services – Mental Health (“DHHS – Mental Health”), desires to retain a certified Medi-Cal provider to furnish specialty mental health services to eligible Beneficiaries; and

**WHEREAS**, PROVIDER is duly licensed to independently practice psychotherapy in the State of California and has been certified as a Medi-Cal Provider by DHHS – Mental Health; and

**WHEREAS**, PROVIDER is currently in good standing to provide specialty mental health services under the State of California Medi-Cal Program; and

**WHEREAS**, PROVIDER represents that it is specially trained, skilled, experienced and competent to perform the specialty mental health services required by COUNTY.

**NOW, THEREFORE**, parties hereto mutually agree as follows:

**1.0 DEFINITIONS:**

Except when it is clear from the context that another meaning is intended, terms used in this Agreement shall have the meaning as set forth in the Humboldt County Organizational Provider Manual for Outpatient Specialty Mental Health Services (“Organizational Provider Manual”), as may be updated from time to

time through provider bulletins issued by DHHS – Mental Health, which is incorporated herein by reference and made a part hereof as if set forth in full.

## **2.0 PROVISION OF SPECIALTY MENTAL HEALTH SERVICES:**

### **2.1 Description of Services:**

PROVIDER hereby agrees to furnish the specialty mental health services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full, in accordance with the policies and procedures set forth in the Organizational Provider Manual. In providing such specialty mental health services PROVIDER agrees to fully cooperate with the DHHS – Mental Health Director or designee thereof, hereinafter referred to as “Director.”

### **2.2 Availability of Services:**

PROVIDER shall make all specialty mental health services covered under this Agreement available in accordance with Title 9 of the California Code of Regulations (“C.C.R.”) Sections 1810.345 and 1810.405 with respect to the timelines of routine services as established by DHHS – Mental Health.

### **2.3 Amount, Duration and Scope of Services:**

PROVIDER shall ensure that specialty mental health services provided pursuant to the terms and conditions of this Agreement are sufficient in amount, duration and scope to reasonably be expected to achieve the purpose for which such services are provided.

### **2.4 Denial or Reduction of Services:**

PROVIDER shall not arbitrarily deny or reduce the amount, duration or scope of specialty mental health services required hereunder solely due to diagnosis, type of illness or condition of the Beneficiary except as specifically provided in the applicable medical necessity criteria set forth in 9 C.C.R. Sections 1820.205, 1830.205 and 1830.210.

### **2.5 Utilization of Interns, Associate Social Workers and Unlicensed Service Providers:**

**A. Marriage and Family Therapy Services.** PROVIDER may use interns and/or associate social workers to administer marriage and family services pursuant to the terms and conditions of this Agreement, if the following requirements are met:

1. Each intern and/or associate social worker responsible for providing marriage and family therapy services pursuant to the terms and conditions of this Agreement shall have obtained a masters degree and be certified by the Board of Behavioral Science for internship or associate social worker status.
2. Each Intern and/or associate social worker responsible for providing marriage and family services pursuant to the terms and conditions of this Agreement shall be subject to documented clinical supervision in accordance with current Board of Behavioral Science requirements for interns and/or associate social workers.
  - a. Individual supervision shall be augmented by two (2) documented hours of multi-disciplinary group supervision per week. Such supervision shall be required for



brokerage services pursuant to the terms and conditions of this Agreement, if the following requirements are met:

1. Each unlicensed staff member responsible for providing case management and brokerage services pursuant to the terms and conditions of this Agreement shall have obtained, at a minimum, an Associate of Arts Degree in a field in which the principles and methods of case management are utilized.
2. Each unlicensed staff member responsible for providing case management and brokerage services pursuant to the terms and conditions of this Agreement shall be subject to documented clinical supervision by a licensed mental health professional, including, without limitation, physicians, psychologists, clinical social workers, marriage and family therapists and registered nurses with a master's degree in psychiatric nursing.

**2.6 Benefit Restrictions:**

Specialty mental health services provided pursuant to the terms and conditions of this Agreement shall be subject to the laws, regulations, policies, procedures, standards, limitations and restrictions set forth in the Organizational Provider Manual, as may be updated from time to time through provider bulletins issued by DHHS – Mental Health.

**2.7 Provider Authority:**

Nothing expressed or implied herein shall require PROVIDER to offer, order or deliver specialty mental health services that, in PROVIDER's professional opinion, are not required.

**3.0 RIGHTS AND RESPONSIBILITIES OF PROVIDER:**

**3.1 Medi-Cal Eligibility:**

PROVIDER shall verify the Medi-Cal eligibility of each Beneficiary prior to providing specialty mental health services pursuant to the terms and conditions of this Agreement.

**3.2 Prior Authorization:**

PROVIDER agrees to adhere to all applicable Prior Authorization policies and procedures set forth in the Organizational Provider Manual, which are incorporated herein by reference and made a part hereof as if set forth in full.

**3.3 Referral Process:**

PROVIDER agrees to schedule initial appointments with Beneficiaries within ten (10) working days of receiving referrals from COUNTY. PROVIDER further agrees to establish appropriate mechanisms to record the date on which a particular referral was received, the date of the first offered appointment and the date of the first face-to-face appointment. Staff cancellations and failure to appear shall be accounted for in this process. PROVIDER shall provide the above-referenced information to COUNTY on a monthly basis as set forth in the Organizational Provider Manual.

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### **3.4 Admission Requirements:**

- A. **Admission Policies.** In order for proper reimbursement of the specialty mental health services provided pursuant to the terms and conditions of this Agreement, PROVIDER must comply with all of the following:
1. All referrals to PROVIDER must be authorized by Director; however, the final admission decision shall rest with PROVIDER.
  2. If admission is denied, Director shall be immediately notified and informed of the reasons leading to the denial.
  3. PROVIDER's policies and procedures for admission shall be based on this Agreement. Policies must include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, gender, national origin, age, sexual orientation or physical or mental disability.
  4. In recognition of the fact that DHHS – Mental Health has specific responsibilities for the long-term case coordination of Beneficiaries referred to PROVIDER, PROVIDER agrees to participate in and accept the overall care plan for such Beneficiaries, including, but not limited to, discharge planning and timeliness, as a condition of acceptance of the Beneficiary for admission.
- B. **Admission Priority.** PROVIDER shall provide COUNTY with periodic reports of openings in PROVIDER's treatment program, and give priority admission to Beneficiaries.

### **3.5 Hours of Operation:**

PROVIDER shall offer to Beneficiaries hours of operation that are no less than the hours of operation offered to commercial enrollees. If PROVIDER serves only Medi-Cal beneficiaries, PROVIDER 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 Medi-Cal Managed Mental Health Care Program.

### **3.6 Location Expansion:**

PROVIDER shall not provide specialty mental health services pursuant to the terms and conditions of this Agreement at any location other than those locations it uses as of the effective date of this Agreement without COUNTY's prior written permission.

### **3.7 Notification of Litigation:**

PROVIDER shall inform COUNTY of any professional litigation within forty-eight (48) hours of the filing of such litigation.

### **3.8 Assistance in Litigation and Administrative Proceedings:**

PROVIDER shall make itself, and any employees, agents or subcontractors assisting PROVIDER in the performance of its obligations hereunder, available to DHCS, at no cost, to testify as witnesses, or otherwise, in the event of any litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violations of HIPAA, or the regulations promulgated thereunder, which involve inactions or actions by



COUNTY or PROVIDER, except where COUNTY or PROVIDER is a named adverse party.

### **3.9 Administrative Fees:**

COUNTY will invoice PROVIDER for administrative fees on a quarterly basis and PROVIDER shall pay the stated amount to COUNTY within thirty (30) days of receipt of such invoice. Administrative fees will be computed by COUNTY using the number of units of service claimed by PROVIDER for that quarter, divided by the total number of units of service claimed by all the Medi-Cal Providers within COUNTY's Medi-Cal Provider Network subject to an administrative fee provision for that quarter, multiplied by the administrative cost incurred by COUNTY to process that quarter's service claims. The total amount of administrative fees shall not exceed fifteen percent (15%) of the total amount claimed by PROVIDER per fiscal year.

## **4.0 LEGAL, REGULATORY AND CONTRACTUAL COMPLIANCE:**

### **4.1 Compliance with Applicable Laws, Regulations and Requirements:**

- A. General Legal Requirements.** PROVIDER agrees to comply with any and all applicable regulations of the California Medi-Cal Program and all other local, state and federal laws, regulations, policies, procedures and standards applicable to the specialty mental health services provided pursuant to the terms and conditions of this Agreement, including, but not limited to, 22 C.C.R. Sections 51200, et seq. and Title 42 of the United States Code ("U.S.C.") Sections 1396, et seq.
- B. Licensure Requirements.** PROVIDER agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the specialty mental health services provided pursuant to the terms and conditions of this Agreement. PROVIDER shall provide COUNTY with required copies of all necessary licenses and other documentation pertaining to licensure and certification as set forth in the Organizational Provider Manual.
- C. Humboldt County Local System of Care.** PROVIDER agrees to comply with all applicable policies, procedures, standards and guidelines set forth in the Humboldt County Local System of Care, which is attached hereto as Exhibit C – Local System of Care and incorporated herein by reference as if set forth in full.
- D. Humboldt County Organizational Provider Manual.** PROVIDER agrees to comply with any and all applicable laws, regulations, policies, procedures, standards and guidelines set forth in the Organizational Provider Manual, and any updates thereto, which are incorporated herein by reference and made a part hereof as if set forth in full. PROVIDER hereby certifies that it was provided with a copy of the Organizational Provider Manual on the date set forth in Exhibit D – Acknowledgement of Receipt, which is attached hereto and incorporated herein by reference as if set forth in full.
- E. Humboldt County Mental Health Managed Care Agreement.** PROVIDER agrees to comply with all provisions applicable to subcontractors in the Mental Health Managed Care Agreement (State Standard Agreement No. 12-89364) that COUNTY has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full. The above-referenced agreement can be obtained online at the following address: [http://humboldt.granicus.com/GeneratedAgendaViewer.php?view\\_id=2&clip\\_id=707](http://humboldt.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=707).

- F. **Humboldt County Mental Health Performance Agreement.** PROVIDER agrees to comply with all provisions applicable to subcontractors in the Mental Health Performance Agreement (State Standard Agreement No. 15-92091) that COUNTY has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full. The above-referenced agreement can be obtained online at the following address: <http://humboldt.legistar.com/gateway.aspx?M=F&ID=c72dd39b-ceaa-4525-a547-bad44bd2ce6f.pdf>.
- G. **Humboldt County Policies and Procedures Regarding Advance Directives.** PROVIDER agrees to comply with COUNTY's policies and procedures pertaining to Advance Directives, which are incorporated herein by reference and made a part hereof as if set forth in full. As used herein, the term "Advance Directives" shall mean a written instruction, such as a living will or durable power of attorney for health care, recognized under the laws of the State of California, relating to the provision of health care when the individual is incapacitated as defined in Title 42 of the Code of Federal Regulations ("C.F.R.") Section 489.100.
- H. **Humboldt County Physician Incentive Plans.** PROVIDER agrees to comply with COUNTY's obligations for Physician Incentive Plans, if applicable, based on the specialty mental health services provided pursuant to the terms and conditions of this Agreement. As used herein, the term "Physician Incentive Plans" shall include any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the specialty mental health services provided to any Beneficiary as set forth in 42 C.F.R. Section 422.208(a).

#### 4.2 **Confidential Information:**

- A. **Legal Compliance.** PROVIDER hereby agrees to protect all confidential records and Beneficiary confidentiality in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health & 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. **Continuing Compliance with Confidentiality Laws.** COUNTY and PROVIDER 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 standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations, standards or contractual requirements.

#### 4.3 **Disclosure and Security Requirements:**

- A. **Legal Compliance.** PROVIDER hereby agrees to comply with any and all applicable local, state and federal privacy, security and confidentiality requirements, including, but not limited to, the Federal Privacy Regulations contained in 45 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; 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. PROVIDER further agrees to comply with any and all applicable privacy, security, and confidentiality requirements contained in the Mental Health Managed Care Agreement (State Standard Agreement No. 12-89364) and the Mental Health Performance Agreement (State Standard Agreement No. 15-29091) that COUNTY has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full.

**B. Disclosure of Confidential Information.** By executing this Agreement, PROVIDER, for itself, and its assignees and successors in interest, agrees as follows:

1. **Disclosure of Identifying Information.** PROVIDER shall protect from unauthorized disclosure the names and other “Identifying Information,” including “Personal Information” and “Personally Identifiable Information,” concerning persons either receiving specialty mental health services pursuant to this Agreement or persons whose names or Identifying Information become available to PROVIDER or are disclosed to PROVIDER as a result of services performed under this Agreement, 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 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 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 assigned to the individual, including, but not limited to, finger prints, voice prints and photographs.
2. **Unauthorized Disclosures of Identifying Information.** PROVIDER shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Beneficiary, any such Identifying Information to anyone other than COUNTY or DHCS without prior written authorization from COUNTY or the DHCS Program Contract Manager, except if disclosure is required by local, state or federal law.
3. **Use of Identifying Information.** PROVIDER shall not use such Identifying Information for any purpose other than carrying out PROVIDER’s duties and obligations under this Agreement.
4. **Notification of Requests for Identifying Information.** PROVIDER shall promptly transmit to COUNTY all requests for disclosure of such Identifying Information not emanating from a Beneficiary, patient or person whose name or Identifying Information becomes available to PROVIDER or is disclosed to PROVIDER as a result of specialty mental health services performed under this Agreement.
5. **Use and Disclosure of Protected Health Information.** PROVIDER 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, rules or standards.

- a. **Protected Health Information.** As used herein, the term “Protected Health Information” (“PHI”) shall include, without limitation, individually identifiable health information that is transmitted by electronic media, maintained in electronic media or is transmitted or maintained in any other form or medium, as defined by the HIPAA Standards for Privacy of Individually Identifiable Health Information, as codified at 45 C.F.R. Parts 160 and 164, 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.** PROVIDER shall use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of this Agreement.
  7. **Compliance with Legal Standards Pertaining to Protected Health Information.** PROVIDER shall only use, store, disclose or access PHI in compliance with this Agreement and all applicable local, state and federal laws, regulations, rules and standards.
  8. **Downloading Protected Health Information.** PROVIDER shall not download PHI to any personal device, including, but not limited to, flash drives, cell phones, iPads or tablets without the prior written approval of COUNTY.
  9. **Maintenance and Preservation of Disclosure Records.** PROVIDER 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 seven (7) 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 there from.
  10. **Accounting Requirements.** PROVIDER shall comply with the accounting requirements of 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.
- C. **Security Incidents and Suspected Breaches of Confidential Information.** If PROVIDER has reason to believe that PHI, PI or PII transmitted pursuant to this Agreement may have been accessed, disclosed or acquired in breach of the terms and conditions set forth herein, PROVIDER shall immediately take all actions necessary to preserve forensic evidence and to identify, mitigate and remediate the cause of the suspected breach. Such actions include, but are not limited to, the following:
1. **Reporting Breaches of Confidential Information.** PROVIDER 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 in any other media, if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.
  2. **Reporting Suspected Security Incidents.** PROVIDER 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 disclosure of PHI, PI or PII in violation of this Agreement or any applicable local, state or federal law.

- 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 PROVIDER as of the first day on which such breach is known, or by exercising reasonable diligence would have been known, to PROVIDER or any person, other than the person committing the suspected breach, who is an employee, officer or other agent of PROVIDER.
3. **Reporting Suspected Breaches and Security Incidents to Affected Individuals.** To the extent deemed warranted, PROVIDER shall provide notice to any and all individuals affected by the suspected breach of, or security incident involving, PHI, PI or PII. PROVIDER shall pay the full costs associated with notifying the impacted individuals, which may include, but are not limited to, the costs to retain an outside consulting firm to undertake the notification effort. In addition, PROVIDER 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, but not limited to, 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 PROVIDER 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.** PROVIDER shall immediately investigate any and all suspected breaches of, or security incidents involving, PHI, PI or PII. Within seventy-two (72) hours of the discovery of such suspected breach or security incident, PROVIDER 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, PROVIDER shall:
  - a. **Corrective Action.** Take prompt corrective action to mitigate any risks or damages involved with 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, PROVIDER 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, PROVIDER 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 PROVIDER's assistance is required to reinstall software, such assistance shall be provided at no cost to COUNTY and in accordance with COUNTY's policies and standards.
7. **Remediation Report.** PROVIDER 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.

**D. Safeguarding Confidential Information.** PROVIDER 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 specialty mental health services provided pursuant to the terms and conditions of this Agreement, including, without limitation, electronic PHI, PI and PII that PROVIDER creates, receives, maintains, uses or transmits on behalf of COUNTY. PROVIDER 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 PROVIDER's operations and the nature and scope of its activities, including, at a minimum, the following safeguards:

1. **Personnel Controls.** By executing this Agreement, PROVIDER, for itself, and its assignees and successors in interest, agrees as follows:
  - a. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of PROVIDER, or access or disclose PHI, PI or PII, must complete information privacy and security training, at least annually, at their own expense. Each workforce member who receives information privacy and security training must sign a certification indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following expiration or termination of this Agreement.
  - b. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with the privacy policies and procedures or any of the privacy, security and confidentiality requirements contained herein, including termination of employment where appropriate.

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reasons must have compensatory controls implemented to minimize risk until the patches can be installed. 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 (“DOD”) 5220.22-M (7 Pass) standard or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS – Information Security Office.
- h. **User Identification and Password Controls.** All users must be issued a unique user name for accessing PHI, PI or PII. Usernames must be promptly disabled, deleted or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight (8) characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four 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.** The system providing access to PHI, PI or PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- j. **Warning Banners.** All systems providing access to PHI, PI or PII must display a warning banner stating that data is confidential, systems are logged and system use is for business purposes only by authorized users. Users must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which alters PHI, PI or PII. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only and must be restricted to authorized users. If PHI, PI or PII is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.
- l. **Access Controls.** The system providing access to PHI, PI or PII must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission Encryption.** All data 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 pertains to any type of PHI, PI or PII in motion such as website access, file transfer and E-Mail.

- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting and 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, PROVIDER, for itself, and its assignees and successors in interest, agrees as follows:
    - a. **System Security Review.** PROVIDER must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI, PI or PII must have at least an annual system risk assessment/security review which provides assurance that administrative, physical and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
    - b. **Log Reviews.** 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.** 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, PROVIDER, for itself, and its assignees and successors in interest, agrees as follows:
    - a. **Emergency Mode Operation Plan.** PROVIDER 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. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
    - b. **Data Backup Plan.** PROVIDER must have established documented procedures to backup PHI to maintain retrievable exact copies of PHI, PI or PII. The plan 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 PHI, PI or PII should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of data.
  5. **Paper Document Controls.** By executing this Agreement, PROVIDER, 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 planes 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, such as 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 PROVIDER 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 of PROVIDER’s locations to another of PROVIDER’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 or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission to use another method is obtained.

#### 4.4 **Patients’ Rights:**

- A. **Legal Compliance.** The parties to this Agreement shall comply with any and all applicable local, state and federal laws and regulations relating to patients’ rights, including, but not limited to, California Welfare and Institutions Code Section 5325, 9 C.C.R. Sections 860 through 868 and 42 C.F.R. Section 438.100.
- B. **Specific Rights.** During the performance of this Agreement, the parties 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 specialty mental health 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 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. To be furnished services in accordance with 42 C.F.R. Sections 438.206 through 438.210.
  8. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way in which PROVIDER treats the patient.
- C. **Effect of Provision.** Nothing herein shall be construed to replace or conflict with the duties of county patients' rights advocates set forth in California Welfare and Institutions Code Section 5520.

#### 4.5 **Required Disclosures:**

- A. **Notification of Change in Ownership and Control.** In the event of a change in ownership or control of PROVIDER's business, within thirty five (35) days after the occurrence thereof, or upon request of COUNTY, PROVIDER shall notify COUNTY of any change in ownership or control of its business and provide information as requested by COUNTY. The disclosures to be provided shall include, without limitation:
1. The name and address of any person (individual or corporation) with an ownership or control interest in PROVIDER's business. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
  2. Date of birth and social security number (in the case of an individual);
  3. Other tax identification number (in the case of a corporation with an ownership or control interest in PROVIDER's business or in the business of any subcontractor in which PROVIDER has a five percent (5%) or more interest);
  4. Whether the person (individual or corporation) with an ownership or control interest in PROVIDER's business is related to another person with ownership or control interest in the same or any other COUNTY contractor as a spouse, parent, child or sibling; or whether the person (individual or corporation) with an ownership or control interest in the business of any subcontractor in which PROVIDER has a five percent (5%) or more interest is related to another person with ownership or control interest in PROVIDER's business as a spouse, parent, child or sibling;
  5. The name of any other disclosing entity in which PROVIDER has an ownership or control interest; and
  6. The name, address, date of birth, and social security number of any managing employee of PROVIDER.
- B. **Disclosures Related to Business Transactions.** In accordance with 42 C.F.R. Sections 455.101 through 455.106, PROVIDER shall submit disclosures regarding certain business transactions within thirty five (35) days after receiving COUNTY's request for such information. The disclosures to be provided shall include, without limitation:

1. The ownership of any subcontractor with whom PROVIDER has had business transactions totaling more than Twenty Five Thousand Dollars (\$25,000.00) during the twelve (12) month period ending on the date of the request; and
  2. Any significant business transactions between PROVIDER and any wholly owned supplier, or between PROVIDER and any subcontractor, during the five (5) year period ending on the date of the request.
- C. **Disclosures Related to Persons Convicted of Crimes.** Upon request by COUNTY, PROVIDER shall submit 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). PROVIDER shall submit the following disclosures:
1. The identity of any person who is a managing employee of PROVIDER who has been convicted of a crime related to federal health care programs (42 C.F.R. Section 455.106(a)(1)-(2)); and
  2. The identity of any person who is an agent of PROVIDER who has been convicted of a crime related to federal health care programs. (42 C.F.R. Section 455.106(a)(1)-(2).) For purposes of this provision, the word "agent" has the meaning set forth in 42 C.F.R. Section 455.101.

#### 4.6 **Federal Health Care Program Exclusion:**

- A. **Certification of Eligibility.** By executing this Agreement, PROVIDER certifies that neither it nor any of its current 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.
- B. **Employment of Ineligible or Excluded Individuals or Entities.** PROVIDER shall not employ or contract with providers or other individuals and 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, or 1156 of the Social Security Act. Federal financial participation 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.** PROVIDER shall screen, on a monthly basis, all staff employed or retained to provide specialty mental health services related to this Agreement to ensure that they are not designated as "Ineligible" or "Excluded" as defined herein. Screening shall be conducted against both the California "Medi-Cal Suspended and Ineligible List" and the United States Health and Human Services – Office of Inspector General "List of Excluded Individuals/Entities" or any other list pursuant to 42 C.F.R. 438.214(d). PROVIDER shall screen prospective staff prior to hire or engagement.
- D. **Eligibility Notification.** PROVIDER shall notify COUNTY in writing that PROVIDER and its staff are eligible to participate in federally funded health care programs on a monthly basis. This notification shall be performed by completing the Organizational Provider Employee Screening form (QI 67).

- E. **Disclosure Requirements.** PROVIDER shall immediately disclose to COUNTY any debarment, exclusion or other event that causes PROVIDER, or any member of its staff to be ineligible for participation in federally funded health care programs. If PROVIDER discovers that a staff member has become ineligible for, or excluded from, participation in federally funded health care programs, PROVIDER shall remove such individual from responsibility for, or involvement with, business or health care operations related hereto.
- F. **Defense and Indemnification.** PROVIDER shall hold harmless, defend and indemnify COUNTY against any and all loss or damage arising from any federal exclusion of PROVIDER or its staff members from such participation in a federally funded health care program.
- G. **Effect of Non-Compliance.** Failure by PROVIDER to meet the requirements of the provisions set forth herein shall constitute a material breach upon which COUNTY may immediately terminate or suspend this Agreement.

4.7 **Intellectual Property Rights:**

PROVIDER 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. 12-89364) 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, PROVIDER, 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 PROVIDER or DHCS and which result directly or indirectly from this Agreement.
    - a. For purposes of this Agreement, “Intellectual Property” means recognized protectable rights and interest such as: patents (whether or not issued), 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, know how, design flows, methodologies, devices, business processes, developments, innovations, 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 the United States, or any other state, 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. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

2. In the performance of this Agreement, PROVIDER will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, PROVIDER 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, PROVIDER shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without DHCS' prior written permission. Except as otherwise set forth herein, neither PROVIDER 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, PROVIDER accesses any third-party Intellectual Property that is licensed to DHCS, PROVIDER agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
3. PROVIDER 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 PROVIDER enters into any agreements or subcontracts with other parties in order to perform this Agreement, PROVIDER shall require the terms of the agreements or subcontracts to include all Intellectual Property provisions. Such terms must include, but are not limited to, 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, PROVIDER or DHCS and which result directly or indirectly from this Agreement or any subcontract.
4. PROVIDER further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain and enforce DHCS' Intellectual Property rights and interests.

**B. Retained Rights / License Rights.** By executing this Agreement, PROVIDER, 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 PROVIDER or DHCS and which result directly or indirectly from this Agreement, PROVIDER 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. PROVIDER 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/perform, distribute and dispose PROVIDER's Intellectual Property resulting from this Agreement, unless PROVIDER 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 PROVIDER from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that PROVIDER's use does not infringe

the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or any third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

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

1. PROVIDER agrees that for purposes of copyright law, all works, as defined herein, of authorship made by or on behalf of PROVIDER in connection with PROVIDER's performance of this Agreement shall be deemed "works made for hire." PROVIDER further agrees that the work of each person utilized by PROVIDER in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of PROVIDER or that person has entered into an agreement with PROVIDER to perform the work. PROVIDER shall enter into a written agreement with any such person that: (i) all work performed for PROVIDER shall be deemed a "work made for hire" under the Copyright Act; and (ii) such person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from or reduced to practice by PROVIDER or DHCS and which result directly or indirectly from this Agreement.
2. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from or reduced to practice by PROVIDER or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm 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 PROVIDER in the performance of this Agreement, which did not result from research and development specifically included in this Agreement's scope of services, PROVIDER hereby grants to DHCS a license as described herein for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within this Agreement's scope of services, then PROVIDER 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, PROVIDER agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of PROVIDER or third-party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described herein, for any of PROVIDER'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 PROVIDER's performance of this Agreement, PROVIDER shall obtain a license under terms acceptable to DHCS.

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F. **Warranties.** By executing this Agreement, PROVIDER, 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 all rights and licenses necessary for its performance of this Agreement.
3. Neither PROVIDER'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/performance, distribution and disposition of the Intellectual Property made, conceived, derived from or reduced to practice by PROVIDER or DHCS and which result directly or indirectly from 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 PROVIDER.
4. Neither PROVIDER's performance of this Agreement, nor any part of its performance thereof, will violate the right of privacy of, or constitute a libel or slander against, any person or entity.
5. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
6. It has not granted and shall not grant any person or entity any right that would 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 whatsoever that could affect in any way PROVIDER's performance of this Agreement.
9. DHCS makes no warranty that the Intellectual Property resulting from this Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

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

1. PROVIDER shall indemnify, defend and hold harmless DHCS, 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, or actions or proceedings with respect to any thereof, whether or not rightful,



arising from any and all actions or claims by any third-party or expenses related thereto, including, but not limited to, 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, whether or not PROVIDER is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of PROVIDER pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any 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/display, license and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by PROVIDER or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation 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 and/or control, at PROVIDER's expense, any such infringement action brought against DHCS.

2. Should any Intellectual Property licensed by PROVIDER to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, PROVIDER will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel, at PROVIDER's expense, in any such claim or action. In the defense or settlement of the claim, PROVIDER 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 rights and remedies available at law or in equity.
3. PROVIDER agrees that damages alone would be inadequate to compensate DHCS for breach of any term of these Intellectual Property provisions by PROVIDER. PROVIDER 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 the agreement; except as provided in 37 C.F.R. Part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate or dispose of such Intellectual Property throughout the world 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.

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#### 4.8 Non-Discrimination:

- A. **Compliance with Anti-Discrimination laws.** PROVIDER 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, United States 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 and regulations, 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 Specialty Mental Health Services.** Consistent with the requirements of any and all applicable local, state and/or federal laws and regulations, including, but not limited to, 42 C.F.R. Section 438.6(d)(3)-(4), PROVIDER shall not: engage in any unlawful discriminatory practices in the admission of Beneficiaries; assignments of accommodations, treatment, evaluation, employment or personnel; or in any other respect on the basis of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including 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 ordinances, laws or regulations. PROVIDER shall not discriminate against Beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6(d)(3).
- C. **Employment Practices.** In connection with the specialty mental health services provided hereunder, PROVIDER, 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including 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 ordinances, laws or regulations. PROVIDER shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, 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 apprenticeship. Nothing herein shall be construed to require the employment of unqualified persons.
- D. **Solicitations for Employment.** PROVIDER shall, in all solicitations or advancements for employees placed by or on behalf of PROVIDER, 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.** PROVIDER 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 (38 U.S.C. Section 4212). Such notices shall state PROVIDER'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.** PROVIDER 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 PROVIDER's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- G. Compliance with Legal Standards Regarding Non-Discrimination in Federally Assisted Programs.** PROVIDER 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 No. 11246, as amended, including by 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," and of 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 regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- H. Access to Records Regarding Non-Discrimination Compliance.** PROVIDER shall furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by 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," and the Rehabilitation Act of 1973, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, 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 PROVIDER's non-compliance with the requirements of the provisions 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 PROVIDER may be declared ineligible for further state and federal contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal

Executive Order No. 11246, as amended, including by 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 law.

- J. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, PROVIDER may require a determination of medical necessity pursuant to 9 C.C.R. Sections 1820.205, 1830.205 or 1830.210, prior to providing specialty mental health services to a Beneficiary pursuant to the terms and conditions of this Agreement.
- K. **Incorporation of Provisions.** PROVIDER shall include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, including by 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 Section 503 of the Rehabilitation Act of 1973 or of 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. PROVIDER shall take such action with respect to any subcontract or purchase order 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 PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, PROVIDER 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.

#### 4.9 **Clean Air/Pollution:**

- A. **Certification of Compliance.** During the performance of this Agreement, PROVIDER, for itself, and its assignees and successors in interest, agrees as follows:
  - 1. To comply with all applicable standards, orders or 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 all applicable standards, orders or 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.** PROVIDER shall include this provision in every subcontract or purchase order unless exempted by law.

#### 4.10 **Smoke-Free Workplace Certification:**

- A. **Legal Requirements.** Public Law 103-227, also known as the Pro-Children Act of 1994 (“PCA”), requires that smoking not be permitted in any portion of any indoor facility owned or leased, or contracted for, by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to

children under the age of eighteen (18), if the services are funded by federal programs either directly or through local or state governments 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 drug or alcohol 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, PROVIDER certifies that it will comply with the requirements of the PCA, and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined thereby.
- C. Effect of Non-Compliance.** Failure to comply with the provisions of 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.** PROVIDER further agrees that it will incorporate the provisions contained herein into any subcontracts entered into that involve the specialty mental health services to be provided pursuant to the terms and conditions of this Agreement.

#### **4.11 Drug Free Workplace Certification:**

By executing this Agreement, PROVIDER certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.), and will provide a drug-free workplace 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 the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. PROVIDER'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 specialty mental health services pursuant to the terms and conditions of this Agreement will:
  - 1. Receive a copy of PROVIDER's Drug-Free Policy Statement; and

2. Agree to abide by PROVIDER's Drug-Free Policy as a condition of employment.

**D. Effect of Non-Compliance.** Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement, and/or termination thereof, and PROVIDER may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if PROVIDER violates the certification by failing to carry out the above-referenced requirements.

**4.12 Nuclear Free Humboldt County Ordinance Compliance:**

PROVIDER certifies by its signature below that it is not a Nuclear Weapons Contractor, in that PROVIDER 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. PROVIDER 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 PROVIDER subsequently becomes a Nuclear Weapons Contractor.

**5.0 COMPENSATION AND RECOVERIES:**

**5.1 Reimbursement:**

**A. Reimbursement Requirements.** COUNTY will reimburse PROVIDER for specialty mental health services rendered to Beneficiaries pursuant to the terms and conditions of this Agreement, if the following requirements are met:

1. The Beneficiary is enrolled in, and eligible for benefits under, the California Medi-Cal Program at the time the claimed services are rendered by PROVIDER.
2. The claimed services are covered under COUNTY's Medi-Cal Managed Health Care Program according to the laws and regulations in effect at that time.
3. The claimed services meet the medical necessity criteria for specialty mental health services set forth in 9 C.C.R. Chapter 11.
4. Claims for reimbursement are submitted to COUNTY in accordance with the Medi-Cal claims processing and documentation standards and procedures set forth in the Organizational Provider Manual, including, without limitation, completion of a daily contact log.

**B. Reimbursement Rates.** Specialty mental health services provided to Beneficiaries pursuant to the terms and conditions of this Agreement shall be reimbursed at the negotiated reimbursement rates in effect with COUNTY for such services.

**C. Renegotiation of Reimbursement Rates.** COUNTY hereby reserves the right to renegotiate the rates set forth in Exhibit B – Schedule of Reimbursement Rates based on the outcome of COUNTY's rate negotiations with DHCS. Renegotiated reimbursement rates shall be documented in writing and made a part of this Agreement in accordance with the amendment provisions set forth herein. PROVIDER shall submit to COUNTY written requests for rate changes, as necessary, with a frequency of not more than one (1) time per quarter.

- D. Maximum Amount Payable.** The maximum amount payable by COUNTY for specialty mental health services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [ ] Dollars (\$ ,. ). In no event shall the maximum amount paid under this Agreement exceed [ ] Dollars (\$ ,. ) for fiscal year [20\_-20\_] and [ ] Dollars (\$ ,. ) for fiscal year [20\_-20\_]. PROVIDER agrees to perform all specialty mental health 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 for specialty mental health services provided to Beneficiaries hereunder, or may terminate this Agreement as provided herein.
- E. Additional Services.** Any additional services not otherwise provided for herein, shall not be rendered by PROVIDER, or compensated by COUNTY, without prior written authorization from COUNTY. PROVIDER is responsible for tracking the total amount of claims submitted to COUNTY for reimbursement, in order to ascertain that the total amount claimed does not exceed the maximum payable amount set forth herein. All unauthorized costs and expenses incurred by PROVIDER above the maximum amount payable shall be the responsibility of PROVIDER. PROVIDER shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which PROVIDER estimates that the maximum payable amount will be reached.
- F. Year-End Settlement.** Initial year-end settlement shall occur no later than ninety (90) days after COUNTY has submitted its year-end cost report to DHCS. Initial year-end settlement will be based on the negotiated rates for approved Medi-Cal units of service set forth in Exhibit B – Schedule of Reimbursement Rates. However, if the annual Final Cost Report prepared by PROVIDER pursuant to the terms and conditions of this Agreement fails to justify or support such rates, COUNTY reserves the right to negotiate a provisional treatment rate that reflects PROVIDER’s actual costs. If it is determined that the cost reported by PROVIDER is less than the actual payments made by COUNTY, PROVIDER shall reimburse COUNTY for the overpayment.

## **5.2 Payments and Claims Processing:**

- A. Submission and Payment of Service Claims.** PROVIDER shall obtain and complete any and all applicable claim forms currently used by COUNTY’s Mental Health Managed Care Medi-Cal Program for specialty mental health services rendered to Beneficiaries. PROVIDER shall submit completed claim forms, along with any additional information needed to process the claim, to COUNTY within thirty (30) days from the end of the month in which specialty mental health services were provided to Beneficiaries pursuant to the terms and conditions of this Agreement. Payment for specialty mental health services rendered pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days of COUNTY’s receipt of complete and uncontested claims submitted within the timelines set forth in the Organizational Provider Manual. Payments made to PROVIDER at the negotiated reimbursement rates set forth in Exhibit B – Schedule of Reimbursement Rates shall be considered interim payments subject to the third-party liability provisions set forth in this Agreement.
- C. Effect of Non-Payment:** In the event COUNTY cannot, or will not, pay for specialty mental health services provided to Beneficiaries pursuant to the terms and conditions of this

Agreement, PROVIDER shall hold harmless all Beneficiaries and the State of California.

### 5.3 **Third-Party Liability:**

Except as provided herein, PROVIDER shall look only to COUNTY for compensation for specialty mental health services rendered pursuant to the terms and conditions of this Agreement, and shall at no time seek compensation, including co-payments, for such specialty mental health services from Beneficiaries. However, nothing herein shall prevent PROVIDER from seeking authorized share of cost payments, and/or payments for services not covered under the terms and conditions of this Agreement, from Beneficiaries.

- A. **Third-Party Health Insurance Coverage.** PROVIDER shall notify COUNTY of any specialty mental health services provided pursuant to the terms and conditions of this Agreement that may be covered by private third-party health insurance or another health program in accordance with the notification and recovery requirements set forth in the Organizational Provider Manual, which are incorporated herein by reference and made a part hereof as if set forth in full. PROVIDER further agrees to assist COUNTY in obtaining any potential third-party insurance recoveries.
- B. **Potential Tort, Casualty and Workers' Compensation Awards.** PROVIDER shall notify COUNTY of any potential tort, casualty insurance and workers' compensation awards that may be used to reimburse PROVIDER for any specialty mental health services provided to Beneficiaries pursuant to the terms and conditions of this Agreement. If such an award is granted, PROVIDER shall reimburse COUNTY the amount of any paid claims.
- C. **Beneficiary's Share of Cost.** If so instructed by Director, PROVIDER shall determine a Beneficiary's share of the cost associated with the specialty mental health 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 such determination in accordance with the notification and recovery requirements set forth in the Organizational Provider Manual. Such determinations shall be made any time there is a demonstrable change in a beneficiary's financial status, but no less than annually. PROVIDER agrees that a Beneficiary's inability to pay shall not be a bar to PROVIDER's services. COUNTY agrees to provide training in the determination of ability to pay.
- D. **Medicare Coverage.** Specialty mental health services provided to Beneficiaries under both the Medicare and Medi-Cal Programs will continue to be paid through the current Fee-For-Service system, EDS, without authorization from COUNTY.

## 6.0 **REPORTS, RECORDS AND ACCOUNTS:**

### 6.1 **Reporting Requirements:**

- A. **General Reporting.** PROVIDER agrees to provide COUNTY with any reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.
- B. **Final Cost Reports.** PROVIDER shall submit to COUNTY an unaudited Final Cost Report summarizing all costs incurred, and the units of service generated, in providing each type of specialty mental health service pursuant to the terms and conditions of this Agreement, no later than ninety (90) days following the close of the fiscal year, in accordance with all



applicable local, state and federal laws, regulations and guidelines.

## 6.2 **Preparation and Retention of Medical Records and Documentation:**

- A. Preparation of Medical Records.** PROVIDER shall timely prepare and maintain, for each Beneficiary who receives specialty mental health services pursuant to the terms and conditions of this Agreement, a legible, accurate and complete “Medical Record” in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards. Medical 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.
1. For purposes of this provision, “Medical Records” shall include, without limitation, all physical, books, records, documents and other evidence of medical treatment originated or prepared as part of PROVIDER’s performance of the specialty mental health services to be provided under this Agreement, including, but not limited to, all treatment records, medical charts and prescription files and other documentation pertaining to specialty mental health services rendered to Beneficiaries.
- B. Preparation of Medical Documentation.** PROVIDER shall timely prepare and maintain all “Medical Documentation,” as necessary to disclose how PROVIDER discharged its duties and obligations hereunder. Medical Documentation shall identify all of the following: the quantity and quality of the specialty mental health services provided pursuant to the terms and conditions of this Agreement; the names of, and all other necessary identifying information pertaining to, Beneficiaries who received such services; the manner in which PROVIDER administered the provision of such services and the cost thereof; and the manner and amount of payment made for such services.
1. For purposes of this provision, “Medical Documentation” shall include, without limitation, all physical, books, records, documents and other evidence of medical treatment originated or prepared as part of PROVIDER’s performance of the specialty mental health services to be provided under this Agreement, including, but not limited to, working papers, reports submitted to COUNTY or DHCS, financial records and other documentation pertaining to specialty mental health services rendered to Beneficiaries.
- C. Maintenance and Preservation of Medical Records and Documentation.** PROVIDER shall maintain and preserve all Medical Records and Medical Documentation for a period of seven (7) years from the date final payment is made under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs 1 or 2 below.
1. If this Agreement is completely or partially terminated, the Medical Records and/or Medical Documentation relating to the terminated specialty mental health services shall be preserved and made available for a period of seven (7) years from the date of any resulting final settlement.
  2. If any litigation, claim, negotiation, audit or other action involving the Medical Records and/or Medical Documentation has been started before the expiration of the seven (7) year period, the records shall be retained until completion of the action and resolution

of all issues which arise there from, or until the end of the regular seven (7) year period, whichever is later.

- D. Government Access to Medical Records and Documentation.** PROVIDER agrees that any and all Medical Records and/or Medical Documentation prepared 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.

### **6.3 Audit and Retention of Performance Records:**

- A. Maintenance of Records.** PROVIDER shall maintain books, records, documents, and other evidence of PROVIDER's accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including, without limitation, any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- B. Government Access to Records and Facilities.** PROVIDER's facility or office, or such part thereof as may be engaged in the performance of this Agreement, and its records 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.
- E. General Examination and Audit.** PROVIDER agrees that COUNTY, DHCS, the California Department of General Services, the Bureau of State Audits, or their representatives, including the Comptroller General of the United States, and any other authorized local, state or federal agencies, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. PROVIDER agrees to allow COUNTY, DHCS and other authorized local, state or federal agencies access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- D. Examination and Audit by the California State Auditor.** Pursuant to California Government Code Section 8546.7, PROVIDER shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under this Agreement. PROVIDER shall hold COUNTY harmless for any liability resulting from said audit.
- E. Preservation of Records.** PROVIDER shall preserve and make available its records for a period of seven (7) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement or by subsections subparagraphs 1 or 2 below.
1. If this Agreement is completely or partially terminated, the records relating to the terminated specialty mental health services shall be preserved and made available for a period of seven (7) years from the date of any resulting final settlement.
  2. If any litigation, claim, negotiation, audit or other action involving the records has been

started before the expiration of the seven (7) year period, the records shall be retained until completion of the action and resolution of all issues which arise there from, or until the end of the regular seven (7) year period, whichever is later.

- F. **Legal Compliance.** PROVIDER shall comply with the above-referenced requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Section 10115.10 of the California Public Contract Code, if applicable.
- G. **Record Storage and Reproduction.** PROVIDER may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to 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 agencies to inspect, audit or obtain copies of said records, PROVIDER must supply or make available applicable devices, hardware and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers.

#### 6.4 **Inspection Rights:**

PROVIDER 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 specialty mental health services performed pursuant to the terms and conditions of this Agreement, and to inspect, evaluate, and audit any and all books, records and facilities maintained by PROVIDER, and its subcontractors hereunder, pertaining to such services at any time during normal business hours, for a period of at least seven (7) years from the close of the DHCS fiscal year in which this Agreement came into effect. Books and records include, but are not limited to, all physical records originated or prepared pursuant to PROVIDER's performance of the obligations and duties contained in this Agreement, including working papers, reports, financial records and books of account, Beneficiary records, prescription files, subcontracts and any other documentation pertaining to specialty mental health services provided to Beneficiaries pursuant to the terms and conditions of this Agreement. Upon request, at any time during the above-referenced period, PROVIDER 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 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 books and records in accordance with any and all applicable laws and regulations.

#### 6.5 **Monitoring:**

PROVIDER agrees that COUNTY and any other duly authorized local, state or federal agencies, including, without limitation, DHCS, have the right to monitor all activities related to this Agreement, including the right to review and monitor PROVIDER's records, programs or procedures, at any time, as well as the overall operation of PROVIDER's programs in order to ensure compliance with the terms and conditions of this Agreement. PROVIDER will cooperate with a corrective action plan, if deficiencies in PROVIDER's records, programs 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 the results of specialty mental health services performed by PROVIDER pursuant to the terms and conditions of this Agreement.

## 6.6 Settlement of Audit Liability:

- A. **Adverse Audit Findings.** In the event that any local, state or federal audit conducted pursuant to the terms and conditions of this Agreement results in the imposition of liability upon COUNTY, PROVIDER shall pay to COUNTY the amount of any such liability that is attributable to the specialty mental health services rendered pursuant to the terms and conditions of this Agreement. COUNTY shall be responsible for any and all costs which are attributable to COUNTY.
- B. **Disallowance of Services.** In the event specialty mental health services provided, claimed or billed pursuant to the terms and conditions of this Agreement are disallowed or denied through COUNTY's utilization review or any other local, state or federal audits, claims processes or error correction procedures, such disallowed or denied claims shall be reimbursed by PROVIDER through direct payment to COUNTY.

## 7.0 INSURANCE AND INDEMNIFICATION:

### 7.1 Insurance Requirements:

This Agreement shall not be executed by COUNTY, and PROVIDER is not entitled to any rights hereunder, unless certificates of insurance or other sufficient 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 PROVIDER's indemnification obligations provided for herein, PROVIDER 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 PROVIDER, 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 incident, including, but not limited to, 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. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
  - 2. Workers' Compensation Insurance, as required by the Labor Code of the State of California, 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, its agents, officers, officials, employees and volunteers.

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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 PROVIDER may be exposed to liability. PROVIDER 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, 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 PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, 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 insured’s 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 provisions set forth herein. It is further understood that PROVIDER shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured. COUNTY is to be notified within forty-eight (48) hours of termination of any of the above-referenced insurance policies.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer’s liability.
4. For claims related to this Agreement, PROVIDER’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to PROVIDER’s insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. PROVIDER 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 or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If PROVIDER does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and PROVIDER agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to PROVIDER 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 PROVIDER 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 of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

PROVIDER: [Name of Provider]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

## 7.2 **Indemnification Requirements:**

- A. **Hold Harmless, Defense and Indemnification.** PROVIDER 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, PROVIDER'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 insurance, if required by this Agreement, does not relieve PROVIDER from liability under this provision. This provision shall apply to all claims for damages related to the specialty mental health services performed by PROVIDER pursuant to the terms and conditions of this Agreement regardless if 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 by PROVIDER hereunder.

## 8.0 **UTILIZATION MANAGEMENT AND QUALITY IMPROVEMENT:**

### 8.1 **Utilization Review.**

COUNTY may designate appropriate DHHS – Mental Health staff to perform a utilization and/or professional standards review of all Beneficiaries for which COUNTY is expected to make

reimbursement.

## **8.2 Additional Utilization Controls:**

PROVIDER recognizes that COUNTY, through the Utilization Management and Quality Improvement processes, may be required to take action requiring consultation with PROVIDER's Medical Director and/or other mental health professionals regarding the provision or termination of specialty mental health services pursuant to the terms and conditions of this Agreement. PROVIDER further acknowledges that COUNTY may, in the interest of program integrity or the welfare of Beneficiaries, introduce additional utilization controls as may be necessary at any time and without advance notice to PROVIDER. Such additional controls may take effect immediately upon PROVIDER's receipt of notice from COUNTY. PROVIDER shall be entitled to appeal the imposition of additional utilization controls through the grievance procedures set forth in the Organizational Provider Manual, which are incorporated herein by reference and made a part hereof as if set forth in full.

## **8.3 Compliance with Committee Decisions:**

PROVIDER agrees to cooperate and participate with COUNTY in the Quality Improvement and Utilization Review processes set forth in the Organizational Provider Manual, which are incorporated herein by reference and made a part hereof as if set forth in full. PROVIDER shall comply with all final determinations rendered by COUNTY's Utilization Review and Quality Improvement Committees, unless reversed by COUNTY through the appeal procedures set forth in the Organizational Provider Manual, which are incorporated herein by reference and made a part hereof as if set forth in full.

## **8.4 Grievance and Appeal Procedures:**

COUNTY acknowledges that PROVIDER may have complaints, concerns or differences regarding the provision of specialty mental health services covered by this Agreement. Such complaints, concerns or differences shall be resolved through the grievance and appeals procedures set forth in the Organizational Provider Manual, which are incorporated herein by reference and made a part hereof as if set forth in full. PROVIDER agrees that the decisions of COUNTY's Grievance and Appeals Committees shall be binding.

## **9.0 TERM, TERMINATION AND AMENDMENT:**

### **9.1 Term:**

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

### **9.2 Termination:**

**A. Breach of Contract.** If, in the opinion of COUNTY, PROVIDER fails to adequately perform the specialty mental health services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

**B. Without Cause.** COUNTY may terminate this Agreement without cause upon thirty (30)

days advance written notice. Such notice shall state the effective date of the termination.

- C. **Termination for Insolvency.** COUNTY may terminate this Agreement upon receiving written notice of the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by, or against, PROVIDER under any applicable laws or regulations of the United States, including, without limitation, any section or chapter of the United States Bankruptcy Code, as amended.
- D. **Withdrawal from Practice.** COUNTY may terminate this Agreement immediately upon receiving written notice of PROVIDER's death, dissolution or withdrawal from practice.
- E. **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 PROVIDER seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- F. **Continuity of Care.** Upon termination of this Agreement for any reason, PROVIDER shall ensure an orderly transition of care for Beneficiaries receiving specialty mental health services pursuant to the terms and conditions of this Agreement, including, but not limited to, the transfer of Beneficiary medical records.

### 9.3 **Amendment:**

- A. **Amendment by Mutual Agreement.** 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.
- B. **Unilateral Amendment.** This Agreement may be unilaterally amended by COUNTY upon sixty (60) days written notice to PROVIDER. If PROVIDER does not provide COUNTY with written notice of its intent to terminate this Agreement due to its refusal to accept the proposed amendment within thirty (30) days after receiving notice thereof, the proposed amendment shall become part of the Agreement as of the effective date stated in the notice. However, this provision may not be invoked to amend any portion of Section 9.0 of this Agreement.

## 10.0 **GENERAL PROVISIONS:**

### 10.1 **Relationship of Parties:**

It is understood that this is an Agreement by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that PROVIDER shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

### 10.2 **Provider Affiliation:**

PROVIDER authorizes COUNTY to inform prospective Beneficiaries, active Beneficiaries and



other organizational providers participating in COUNTY's Medi-Cal Provider Network regarding PROVIDER's affiliation with COUNTY.

**10.3 Reference to Laws and Rules:**

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

**10.4 Provisions Required by Law:**

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason 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.

**10.5 Protocols:**

Both parties recognize 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 Director and PROVIDER.

**10.6 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.

**10.7 Assignment:**

PROVIDER shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by PROVIDER 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 PROVIDER to obtain supplies, technical support or professional services.

**10.8 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.

**10.9 Waiver of Default:**

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of PROVIDER. 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 PROVIDER shall

promptly refund, any funds disbursed to PROVIDER, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

**10.10 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.

**10.11 Standard of Practice:**

PROVIDER 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. PROVIDER's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

**10.12 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. 12-89364) and the Mental Health Performance Agreement (State Standard Agreement No. 15-29091) 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.

**10.13 Advertising and Media Release:**

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. PROVIDER 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.

**10.14 Subcontracts:**

PROVIDER shall obtain prior written permission from COUNTY before subcontracting any of the specialty mental health services to be provided hereunder. PROVIDER shall ensure that all subcontracts are subject to the applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security, and confidentiality requirements set forth herein. PROVIDER shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

**10.15 Survival:**

The duties and obligations of the parties set forth in Section 4.2 – Confidential Information, Section 4.3 – Disclosure and Security Requirements, Section 4.7 – Intellectual Property Rights, Section 6.2 – Preparation and Retention of Medical Records and Documentation, Section 6.3 – Audit and Retention of Performance Records, Section 6.4 – Inspection Rights and Section 7.2 – Indemnification Requirements shall survive the expiration or termination of this Agreement.

**10.16 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.

**10.17 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 party on the basis that the other party prepared it.

**10.18 Independent Construction:**

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

**10.19 Force Majeure:**

Neither party shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without 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.

**10.20 Notices:**

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and served by registered or certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective forty eight (48) hours after being deposited in registered or Certified mail pursuant to the foregoing. Either party may change the address to which notices are to be sent by providing the other party with forty eight (48) hours prior written notice in the manner provided herein.

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

PROVIDER: [Name of Provider]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

**10.21 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 its 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.

**10.22 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.

**[Signature Page Follows]**

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, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**PROVIDER'S NAME]:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mark Lovelace  
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 Reimbursement Rates
- Exhibit C – Local System of Care
- Exhibit D – Acknowledgment of Receipt

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**[Name of Provider]**  
**[Agreement Term]**

PROVIDER shall provide Therapeutic Foster Care services, including, without limitation, Therapeutic Foster Care placement and other related services set forth in the Katie A. Core Practice Model Guide and All County Information Notice No. 16-031 dated July 8, 2016, to eligible Humboldt County Medi-Cal Beneficiaries under twenty-one (21) years of age.

**1. SERVICES:**

- A. Basic Service Level.** The parties hereto agree that the minimum array of Therapeutic Foster Care placement and services provided to eligible children and youth pursuant to the terms and conditions of this Agreement complies with any and all applicable local, state and federal laws, regulations, standards, policies and guidelines. The Therapeutic Foster Care placement and services provided pursuant to the terms and conditions of this Agreement shall include, without limitation:
1. Recruiting, training and managing appropriate Therapeutic Foster Care parents in the incorporated and unincorporated areas of Humboldt County, including, without limitation, tribal communities.
  2. Identifying appropriate supports for children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of this Agreement in conjunction with the Child and Family Team, including, without limitation, placing such children and youth with Therapeutic Foster Care parents who can best meet their individual needs.
  3. Integrating Therapeutic Foster Care parents of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of this Agreement and appropriate staff into the existing Child and Family Team.
  4. Assessing the progress of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of this Agreement in meeting program goals and objectives and communicating such progress to the Child and Family Team.
  5. Providing, or arranging for the provision of, as appropriate, specialty mental health services, including, without limitation, crisis intervention services, that may need to be available twenty-four (24) hours per day, seven (7) days per week.
  6. Utilizing evidence informed practices as part of the training of Therapeutic Foster Care parents and treatment of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of this Agreement.
  7. Ensuring that children and youth who are placed with Therapeutic Foster Care parents pursuant to the terms and conditions of this Agreement receive home-based specialty mental health services under the direction of a Licensed Practitioner of the Healing Arts or Licensed Mental Health Professional.
  8. Ensuring that children and youth who are placed with Therapeutic Foster Care parents pursuant to the terms and conditions of this Agreement receive appropriate board, care and supervision.

**B. Preparation of Therapeutic Foster Care Training Plans.** PROVIDER shall develop a Therapeutic Foster Care training plan in accordance with any and all applicable local, state and federal laws, regulations, standards, policies and guidelines. The Therapeutic Foster Care training plan developed pursuant to the terms and conditions of this Agreement shall include, without limitation, information pertaining to all of the following topics:

1. Introduction to therapeutic foster parenting, including, without limitation: understanding the importance of Child and Family Team involvement; understanding the Child and Adolescent Needs and Strengths; and understanding and identifying unique issues pertaining to the provision of Therapeutic Foster Care services in rural communities.
2. Introduction to the role of Therapeutic Foster Care parents in mental health treatment planning, including, without limitation: understanding and monitoring individualized specialty mental health services; understanding and monitoring any and all necessary medications; understanding developmental stages and age appropriate interventions; understanding and utilizing crisis management and intervention techniques; and understanding and utilizing vicarious stress, well-being and self-care techniques.
3. Introduction to working with children who have been abused, neglected and/or delinquent, including, without limitation: understanding trauma histories and providing trauma informed care; understanding prevention of aggressive behavior and de-escalation techniques; understanding and utilizing positive behavioral reinforcement and management techniques; and understanding and utilizing effective communication and relationship building techniques.
4. Introduction to working with children and youth in a culturally competent and responsive manner, including, without limitation: understanding cultural competency in working with children and youth from culturally diverse populations, including, but not limited to tribal communities; and understanding cultural sensitivities, including, but not limited to, stories and content developed and delivered by peer roles.
5. Introduction to complying with the United States Health Insurance Portability and Accountability Act of 1996 and all other local, state and federal laws, regulations, standards, policies and guidelines pertaining to the provision of Therapeutic Foster Care services, including, without limitation: understanding and complying with the mandated reporting requirements pertaining to such services, including, but limited to, the development and submission of progress notes and other appropriate documentation; and understanding and identifying medical necessity criteria.

**C. Administrative and Management Services.** PROVIDER shall provide management and oversight of a network of Therapeutic Foster Care parents who have the ability to meet the diverse therapeutic needs of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of this Agreement. The management and oversight services provided pursuant to the terms and conditions of this Agreement shall include, without limitation:

1. Ensuring that Therapeutic Foster Care parents comply with any and all local, state and federal laws, regulations, standards and policies applicable to the Therapeutic Foster Care services set forth in this Agreement, including, without limitation, the Resource Family Approval process set forth in Assembly Bill 403 – Continuum of Care Reform.
2. Providing ongoing supervision and intensive support to Therapeutic Foster Care parents of children and youth receiving Therapeutic Foster Care services pursuant to the terms and

conditions of this Agreement.

3. Maintaining, as required by applicable local, state and federal laws and regulations, any and all progress notes, reports and other appropriate documentation related to Therapeutic Foster Care parents of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of this Agreement.
4. Providing peer role supports to Therapeutic Foster Care parents of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of this Agreement.

**D. Additional Services.** PROVIDER may be eligible to contract with COUNTY for the provision of additional specialty mental health services to meet the needs of children and youth receiving Therapeutic Foster Care services pursuant to the terms and conditions of this Agreement. The provision of such additional services will be subject to individual negotiations between the PROVIDER and COUNTY.

## 2. **SCHEDULE:**

PROVIDER agrees to provide the Therapeutic Foster Care and related Early and Periodic Screening, Diagnosis and Treatment (“EPSDT”) specialty mental health services required hereunder within the following timelines. However, PROVIDER’s ability to meet the completion dates set forth herein depends upon the joint efforts of PROVIDER and COUNTY. As a result, the following completion dates are estimates only and may vary from actual completion dates.

<b>Service</b>	<b>Due Date</b>
Submit Plan to establish a physical presence in Humboldt County	_____, 20[ ]
Prepare and submit Therapeutic Foster Care training plan	_____, 20[ ]
Commence recruiting and training of Therapeutic Foster Care parents	_____, 20[ ]
Eligible children and youth placed with Therapeutic Foster Care parents	_____, 20[ ]
Submit required reports and documents	Continuous

## 3. **REPORTING REQUIREMENTS:**

PROVIDER agrees to prepare, and submit to COUNTY, performance reports in accordance with the requirements set forth herein.

**A. Content Requirements.** PROVIDER shall provide COUNTY with quarterly performance reports, via invoice or supplemental report, as needed. Performance reports shall include the following information with regard to the prior month:

1. Monthly census, including client names, number of clients served and Children and Adolescent Needs and Strengths Assessment data for each child and adolescent receiving Therapeutic Foster Care Services pursuant to the terms and conditions of this Agreement.
2. Notification and explanation of any placements accepted or denied by PROVIDER.



3. Attendance and/or participation in all programs and activities made available to COUNTY clients pursuant to the terms and conditions of this Agreement.
4. Updates regarding client treatment plans and treatment plan accomplishments.
5. Notification of any current or anticipated difficulty in providing service, or if the services do not appear to result in the anticipated benefit to the client.

4. **PLACE OF PERFORMANCE:**

CONTRACTOR shall provide the Therapeutic Foster Care and related EPSDT specialty mental health services set forth herein throughout the incorporated and unincorporated areas of Humboldt, including, without limitation, tribal communities.

**EXHIBIT B**  
**SCHEDULE OF REIMBURSEMENT RATES**  
[Name of Provider]  
[Agreement Term]

[Brief description of the compensation to be provided to PROVIDER] \_\_\_\_\_

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**1. RATE OF REIMBURSEMENT:**

[List and describe each specific reimbursement rate to be charged by PROVIDER under the Agreement]

**EXHIBIT C**  
**LOCAL SYSTEM OF CARE**  
**[Name of Provider]**  
**[Agreement Term]**

Specialty mental health services are part of the local System of Care (“SOC”), therefore PROVIDER will operate within the applicable principles of the local SOC:

1. Providing effective, community-based services and supports for children and their families that coordinate with other systems to address their emotional, social, educational, and physical needs, including 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, promising 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 a standardized outcome measurement tool(s).
4. Deliver services and supports within the least restrictive, 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. PROVIDER 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/family may be involved to assure integrated care management.
7. Practice or engage with 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-emotional outcomes for young children and their families in their homes and community settings when PROVIDER serves children zero (0) to five (5) years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth aged eighteen (18) to twenty-one (21) years to adulthood and to the transition age youth and adult service systems as needed.
10. Encouraging 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, at minimum as described in Performance Measures below.

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.

**EXHIBIT D**  
**ACKNOWLEDGMENT OF RECEIPT**  
**[Name of Provider]**  
**[Agreement Term]**

By executing this Acknowledgment of Receipt, \_\_\_\_ [Name of Provider] \_\_\_\_ hereby certifies that it received a full and complete copy of the Humboldt County Organizational Provider Manual for Outpatient Specialty Mental Health Services from the Humboldt County Department of Health and Human Services on \_\_\_\_\_, 20[\_\_\_].

**[NAME OF PROVIDER]:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_