



TRINITY COUNTY

Behavioral Health Services

MENTAL HEALTH · ALCOHOL & OTHER DRUGS · PERINATAL · PREVENTION

P.O. BOX 1640
1450 MAIN STREET
WEAVERVILLE, CA 96093
TEL: (530) 623-1362
FAX: (530) 623-1447

P.O. BOX 91
TULE CREEK ROAD
HAYFORK, CA 96041
TEL: (530) 628-4111
FAX: (530) 628-1982

REQUEST FOR PROPOSAL FOR AFTER HOURS ACCESS LINE AND CRISIS SUPPORT SERVICES

INTRODUCTION

NOTICE IS HEREBY GIVEN THAT Trinity County Behavioral Health Services (TCBHS), a governmental entity within the County of Trinity, State of California, will receive up to and no later than May 15th, 2024, sealed bids for the award and contract for a qualified After Hours Access Line and Crisis Support Services provider.

Scope of Service

See Attachment A

Payment

TCBHS has identified a maximum annual amount of \$16,500.00 for this effort. County shall pay contractor equal monthly payments within 60 days from receipt of an approved invoice covering the service(s) rendered for that month.

RFP General Process Information

To make inquiries regarding this RFP, contact:

Crystal Bennett and/or Danica Reslock

530-623-1825 / cbennett@trinitycounty-ca.gov / dreslock@trinitycounty-ca.gov

Submission of Proposals

Proposals must be submitted marked "RFP—After Hours Crisis Support Services" to:

Trinity County Behavioral Health Services

Attn: Crystal Bennett & Danica Reslock

P.O. Box 1640

1450 Main Street

Weaverville, CA 96093-1640



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Proposal envelopes must contain the name, contact information, and return address of the bidder. Proposals must be signed, dated, and submitted no later than 4:00pm on Wednesday, May 15th, 2024. Proposals received after this date and time will not be considered. Postmark by the deadline shall **not** constitute receipt. FAX or electronically transmitted proposals will **not** be accepted.

All proposals received are final. All proposals submitted become the property of TCBHS.

Proposals Format and Content

Proposals should provide a straightforward and concise delineation of the bidder's experience and ability to satisfy requirements of the RFP. The evaluation process will not provide credit for capabilities or advantages which are not clearly demonstrated in the written proposal. The following documents and information are **REQUIRED** as part of the RFP.

- A. Complete and sign "PROPOSAL COVER PAGE" (Attachment B)
- B. On no more than two pages, single-spaced, in a legible font, describe the manner in which the proposal will provide the services requested in this RFP.
 1. A demonstrated understanding of the needs of TCBHS and the services to be provided, as outlined in Attachment A.
 2. Describe in appropriate detail how the service shall be provided. Include a description of major tasks and subtasks, if applicable.
- C. A signed Statement of Assurances (Attachment C).
- D. Proof of ability to provide/obtain insurance, meeting the requirements set forth in Paragraph IX of Attachment D, "Sample Contract".
- E. Indicate, if applicable, any exceptions to the general terms and conditions of the RFP, to insurance, and any other requirements listed.

Proposal Confidentiality

Proposals shall be maintained as confidential until recommendation is submitted to the Trinity County Board of Supervisors regarding the award of the contract. At that time, all proposals will become public record.



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Bidder's Qualifications

This RFP is open to any qualified service providers. Bidders will be required before the award of any contract to show to the complete satisfaction of TCBHS, the necessary facilities, appropriate locations of facilities, ability, and financial resources to provide the services specified in a satisfactory manner.

TCBHS may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to TCBHS all information for this purpose that may be requested.

TCBHS reserves the right to reject any proposal if the evidence submitted by, or investigation of the bidder fails to satisfy TCBHS that said bidder is properly qualified to carry out the obligations of the contract and to complete the work.

RFP Selection Method

The Principles of competitive negotiation will be followed by TCBHS during the selection process, i.e., the terms, service delivery method and standards of performance are negotiable. Negotiated contracts will be awarded to the bidder(s), if any, who best meet the needs of TCBHS.

An evaluation team will be established to evaluate and rate the proposals. The evaluation team will screen the proposals, reserving the right to interview the top bidders, and submit a recommendation to the Trinity County Board of Supervisors. Criteria for evaluation proposals will include, but not be limited to the following:

- A. Costs of services and cost-effective methodology in performing assignment. Bids with lower costs will receive higher scores.
- B. Reputation and experience of contractor in the type of work required.
- C. Capability or potential of the contractor to accomplish work responsibility in the required time.
- D. Performance of the consultant/contractor on prior contracts.
- E. Extent to which proposal addresses the scope of work outlined in the RFP.

Rejection of Proposals

Issuance of the RFP in no way constitutes a commitment by TCBHS to award a contract. TCBHS reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP, if it is deemed to be in the best interest of the public to do so. Failure to furnish all information requested in this RFP or to follow the proposal format requested may disqualify a bidder's proposal.

RFP Award Appeal Procedure

Recommendations or decisions may be appealed by writing a letter to the Trinity County Board of Supervisors detailing the basis of appeal. Appeals must be filled within 72 hours of receiving written notification of the recommendation for award of the contract.



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GENERAL CONTRACT INFORMATION

Sample Contract

A sample contract for the provision of these services has been attached hereto as Attachment D. While contract(s) resulting from this RFP are subject to negotiation by and between the parties, this sample is intended to provide potential contractors with an overview of TCBHS standard contracting requirements.

Award of Contract and Commencement of Work

Award of a contract is contingent upon successful negotiation of a contract and successful resolution of any appeals. Successful bidders must agree to all terms and conditions of any resultant contractual or other obligation to a bidder under any successfully negotiated contract until the contract has been approved and signed by both parties. All bidders shall be notified of the decisions as well as the date and time of any public hearing on the proposed contract.

Non-Appropriation

All funds for payment by TCBHS under any contract entered into as a result of this proposal are subject to the availability of an annual appropriation for mental health services by the State of California and the County of Trinity. In the event of non-appropriation of funds for the services provided under resulting contracts, TCBHS will terminate said contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If, at any time, funds are not appropriated for the continuance of resulting contract, cancellation shall be accepted by contractors on thirty days prior written notice, but failure to give such notice shall be of no effect and TCBHS shall not be obligated under the contract beyond the date of termination of funding.

Use of Sub-Contractors

The selected bidder(s), as prime contractor(s), will be responsible for contract performance whether or not sub-contractors are used. Sub-contractors, if used, must be contractually bound to adhere to the same standards required of the prime contractor. The prime contractor shall be responsible for all sub-contractor performance. The contractor must agree not to sub-contract or assign all or any part of the services to be provided under the contract to any third party without the express written consent of TCBHS.



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Attachment A

ANTICIPATED SCOPE OF SERVICE

Description:

Trinity County Behavioral Health Services (TCBHS) will award a multi-year contract, with an option to renew, for After Hours Access Line and Crisis Support Services. TCHBS has budgeted a maximum amount of \$16,500 per fiscal year, to be paid in 12 equal monthly payments, which is intended to cover after hours, weekends, holidays, and emergency closures at a historical call volume of 15-25 calls per month.

Bidders also have the option to include Crisis Mobile Dispatch Services in their proposal. Proposals should clearly indicate the desire to include these additional services. It is understood that providing additional services beyond After Hours Access Line and Crisis Support Services will likely increase cost. Additional cost for Mobile Dispatch should be included in proposals offering such services.

The initial contract term will begin as soon as administratively possible, and end June 30th, 2026, with the option to extend the term for up to two years, each year thereafter.

Intended Project:

After Hours Access Line and Crisis Support Services

The After Hours Access Line and Crisis Support Services provider will staff telephone crisis support services during non-business hours. Telephonic screening of all incoming calls will determine if intervention, crisis assessment, and/or information and referrals for services are necessary. Best practice for a crisis hotline service is the use of a consistent, uniform suicide risk assessment in addition to supportive counseling, linkage, and referrals for all crisis calls. The After Hours Access Line and Crisis Support Services provider will staff telephone crisis support services Monday through Thursday from 5:00 PM to 8:00 AM, Friday from 5:00 PM to Monday 8:00 AM, on all official County Holidays, and during emergency closures of the TCBHS office due to extenuating circumstances.

The After Hours Access Line and Crisis Support Services provider shall:

- Staff a phone service with a qualified and trained screener during the required hours. Voicemail and answering services are not acceptable.
- Provide telephone crisis intervention and counseling. County and Contractor will agree on guidelines for the level of intervention to be used for different degrees of urgency.

- Provide daily logs to County each morning tracking all incoming crisis calls, even if there were no calls received.
- Notify callers of how to access Trinity County Behavioral Health Services during business hours.
- Give each caller information on how to obtain immediate intervention at the local hospital emergency room.
- Follow guidelines laid out in the contracts between County and the Department of Health Care Services, including use of cultural competency and language friendly services.
- Use language line services as required and report to County each language service encounter.
- Provide information to beneficiaries about how to access specialty mental health services, including specialty mental health services required to assess whether medical necessity criteria are met, and services needed to treat a beneficiary's urgent condition.
- Provide information to beneficiaries about how to use the beneficiary problem resolution and fair hearing process.
- Provide telephonic screening and intervention and activate a face-to-face outreach by TCBHS staff and/or Mobile Crisis Unit when appropriate. County will provide monthly electronic calendars showing county staff on call, who are to be notified in the event of a need for face-to-face crisis intervention.
- Establish a policy for responding to individuals with imminent risk of suicide and for follow-up.
- Address issues with beneficiaries who call including, but not limited to: depression, anxiety, sexual assault, domestic violence, grief, runaways, elderly concerns, emergency disaster crisis response, and/or critical incident stress debriefing.
- Work collaboratively with TCBHS staff and other agencies, hospitals, and referral sources within the community to ensure that the most effective diversion services possible are in place for Trinity County beneficiaries.
- Participate in coordination requirements with the 988 Suicide and Crisis Lifeline, local law enforcement and 911 systems, the Family Urgent Response System (FURS), and community partners to ensure beneficiaries have information about mobile crisis services.
- Consistently use a standardized tool and set of procedures to determine when a mobile crisis team should be dispatched versus when a beneficiary's needs can be addressed via alternative means.
- Provide warm handoffs to County staff and Trinity County Crisis Assistance Response and Engagement Services team (T-CARE) as required.
- Establish and follow procedures for providing and documenting follow-up to crisis calls.
- Document the disposition of all calls, specifying if each call was transferred to T-CARE, 9-8-8, local law enforcement, or if referrals to the FURS team were suggested to caller.

Crisis Mobile Dispatch Services

Crisis Mobile Dispatch provider will triage beneficiary calls that may require the Trinity County Crisis Assistance Response and Engagement Services team (T-CARE) to respond via Crisis Mobile Unit. Crisis Mobile Dispatch provider shall implement all services listed above under “After Hours Access Line and Crisis Support Services”. In addition, provider shall:

- Collaborate with County to develop guidelines and procedures to determine when to dispatch the Crisis Mobile Unit.
- Complete a standardized dispatch tool for each call. County will provide this tool.
- Complete any required crisis forms, formats, tools, tracking and reporting.
- Provide a warm handoff to the T-CARE Team as necessary.

Attachment B
After Hours Crisis Support Services —TCBHS 2024
APPLICATION COVER PAGE

Amount of bid: \$ _____ per month

Name: _____

Name of Organization (if applicable): _____

Business Status: _____
(e.g. Corporation, sole proprietorship, etc.)

Address: _____

Phone Number: _____ Fax Number: _____

Contact Person: _____ Title: _____

Phone: _____ Email: _____

Applicant certificate:

- I declare under penalty of perjury that the data provided in this application is true and accurate.
- **I have the authority to enter into a contract with Trinity County.**

Signature: _____ Date: _____

Printed Name and Title: _____

Attachment C
RFP: For After Hours Crisis Support Services
Trinity County Behavioral Health Services
STATEMENT OF ASSURANCES

By signing this document, the bidder hereby agrees to the following terms and conditions:

1. The bidder agrees to provide TCBHS with any other information that TCBHS determines is necessary for an accurate determination of the prospective contractor’s qualifications to perform services.
2. Confirm that all statements contained in the proposal are true and correct. This shall constitute a warranty, the falsity of which shall entitle TCBHS to pursue any remedy authorized by law, which shall include the right, at the option of TCBHS, to declare any contract made as a result thereof to be void.
3. Comply with all applicable federal, State, and local laws and all regulations issued by the California State Department of Health Services or other responsible federal or state agencies regarding the provision of funds and services under this project.
4. Abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990, and all other Federal and State laws, regulations, rules, or orders which prohibit discrimination or harassment against any employee or applicant for employment because of race, color, religious, creed, gender, national origin, ancestry, age, marital status, sexual orientation, political affiliation, physical or mental disability.
5. Comply with the minimum wage and maximum hour’s provision of the Federal Fair Labor Standards Act.
6. Comply with the Executive Order 112546 entitled “Equal Employment Opportunity”, as amended by Executive Order 111375 and as supplemented in Department of Labor regulations (41 CRF Part 60).
7. Comply with agency confidentiality requirements and will not use or disclose any information concerning eligible individuals who receive services through this program for any purpose not connected with the administration of the contractor(s) or County responsibilities under this project except with the informed, written consent of the eligible individual.
8. Assume all responsibility for complying with the requirements of the Drug-Free-Workplace Act of 1990 (government Section 8350 et seq.) and will provide a drug-free workplace. It will comply with the State Energy Conservation plan by recognizing the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan, title 23, California Code of Regulations, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).
9. Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1368, Executive Order 1738) and The Enviromental Protection Agency (EPA) Regulations (40 CFR, Part 15).
10. Comply with the Labor Code and Worker’s Compensation or to undertake self- insurance in accordance with the provisions, and contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

Signature: _____ Date: _____

Printed Name and Title: _____

Attachment D
SAMPLE CONTRACT

STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
[CONTRACTOR]

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this _____ day of _____ 20____, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **[NAME OF CONTRACTOR]** ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide After Hours Crisis Support Services as outlined in Exhibit A; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Exhibit A.
- II. **ADDITIONAL SERVICES:** The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein are required as a result of events unforeseen on the date of this contract.
- III. **COUNTY FURNISHED SERVICES:** The County agrees to:

- A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
 - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.
 - C. Make available all pertinent data and records for review.
- IV. TERM OF CONTRACT: This Contract shall commence on July 1st, 2024, and shall terminate on June 30th, 2026, unless sooner terminated in accordance with the terms hereunder.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than June 30th, 2026. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ _____, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment, and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed

distribution of funds that are intended to be used by the County for funding payment to Contractor.

- IX. INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 1640
Weaverville, CA 96093

- B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$300,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 1640

Weaverville, CA 96093

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidence of such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- X. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

- XI. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.
- XII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status, or disability. This policy does not require the employment of unqualified persons.
- XIII. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred, or assigned without the express prior written consent of the County.
- XV. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XVI. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts, and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises, or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of

the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XVII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

XVIII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XIX. TERMINATION:

A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.

B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.

C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.

XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees, or agents of the County.

XXI. AMENDMENT: This Contract may be amended or modified only by written agreement of both parties.

- XXII. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXIII. **WAIVER:** No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV. **SEVERABILITY:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXV. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XXVI. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII. **EXHIBITS:** All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be Paid to Contractor
Exhibit C	Health Insurance Portability and Accountability Act Supplement
Exhibit D	Additional Terms and Conditions
Exhibit E	Providers Disclosure of Ownership/Information Regarding Officers, Owners, and Stockholders
Exhibit F	Restrictions on Salaries
Exhibit G	Drug Free Workplace Requirements
Exhibit H	W9 to be completed by Contractor and returned to County
Exhibit I	CA Withholding Exemption Certificate

- XXVIII. **DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further

action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

- XXIX. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Exhibit C.
- XXX. **ATTORNEY'S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order is issued in that proceeding, said reimbursement shall be specified therein.
- XXXI. **NOTICES:** Any notice required to be given pursuant to the terms and conditions hereof shall be in writing and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

***Trinity County Behavioral Health Services
P.O. Box 1640
Weaverville, CA 96093
trinbhsfiscal@trinitycounty-ca.gov***

If to Contractor:

***[CONTACT NAME]
[NAME OF BUSINESS/CONTRACTOR]
[ADDRESS]
[ADDRESS]
[PHONE AND/OR EMAIL]***

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

CONTRACTOR:

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Risk Management Approval

By: _____

By: _____

Margaret E. Long

Laila Cassis, Director

County Counsel

Human Resources/Risk Management

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

The After Hours Crisis Support Services provider will staff telephone crisis support services during non-business hours. Telephonic screening and intervention will be provided, as well as crisis assessment, intervention, and/or information and referrals for services as necessary. Best practice for a crisis hotline service is the use of a consistent, uniform suicide risk assessment in addition to supportive counseling, linkage, and referrals for all crisis calls. The After Hours Crisis Support Services provider will staff telephone crisis support services Monday through Thursday from 5:00 PM to 8:00 AM, Friday from 5:00 PM to Monday 8:00 AM, on the twelve official County Holidays, and during emergency closures of the TCBHS office due to extenuating circumstances.

The After Hours Crisis Support Services provider shall:

- Staff a phone service with a qualified and trained screener during the required hours. Voicemail and answering services are not acceptable.
- Provide telephone crisis intervention and Counseling. County and Contractor will agree on guidelines for the level of intervention to be used for different degrees of urgency.
- Provide daily logs to County each morning tracking all incoming crisis calls, even if there were no calls received.
- Notify callers of how to access Trinity County Behavioral Health Services during business hours.
- Give each caller information on how to obtain immediate intervention at the local hospital emergency room.
- Follow guidelines laid out in the managed care contracts between County and the Department of Health Care Services, including use of cultural competency and language friendly services.
- Use language line services as required and report to County each language service encounter.
- Provide information to beneficiaries about how to access specialty mental health services, including specialty mental health services required to assess whether medical necessity criteria are met, and services needed to treat a beneficiary's urgent condition.

- Provide information to beneficiaries about the beneficiary problem resolution and fair hearing process.
- Provide telephonic screening and intervention and activate a face-to-face outreach by TCBHS staff and/or Mobile Crisis Unit when appropriate. County will provide monthly electronic calendars showing county staff on call, who are to be notified in the event of a need for face-to-face crisis intervention.
- Establish a policy for responding to individuals with imminent risk of suicide and for follow-up.
- Address issues with beneficiaries who call including, but not limited to: depression, anxiety, sexual assault, domestic violence, grief, runaways, elderly concerns, emergency disaster crisis response, and/or critical incident stress debriefing.
- Work collaboratively with TCBHS staff and other agencies, hospitals, and referral sources within the community to ensure that the most effective diversion services possible are in place for Trinity County beneficiaries.
- Participate in coordination requirements with the 988 Suicide and Crisis Lifeline, local law enforcement and 911 systems, the Family Urgent Response System (FURS), and community partners to ensure beneficiaries have information about mobile crisis services.
- Consistently use a standardized tool and set of procedures to determine when a mobile crisis team should be dispatched versus when a beneficiary's needs can be addressed via alternative means.
- Provide warm handoffs to County staff and Trinity County Crisis Assistance Response and Engagement Services team (T-CARE) as required.
- Establish and follow procedures for providing and documenting follow-up to crisis calls.
- Document the disposition of all calls, specifying if each call was transferred to T-CARE, 9-8-8, local law enforcement, or if referrals to the FURS team were suggested to caller.

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

- Contractor shall invoice the County monthly for services provided. The monthly call log shall always accompany the monthly invoice. Invoice shall be emailed to trinbhsfiscal@trinitycounty-ca.gov , faxed to 530-423-5715, or mailed via USPS to:
Trinity County BHS Fiscal
PO Box 1640
Weaverville, CA 96093

- The contract shall not exceed \$_____.

EXHIBIT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Rule.

- a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
- b. Covered Entity. "Covered Entity" shall mean the County of Trinity.
- c. Designated Record Set. "Designated Record Set" shall mean:
 - (1) A group of records maintained by or for a covered entity that is:
 - a. The medical records and billing records about individuals maintained by or for a covered health care provider.
 - b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee;
- i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers

maintained by Business Associate.

- k. Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

- a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as Required By Law.
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract
- d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Contract of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information.
- f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
- j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

- l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
- n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

- a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

- a. Term. The Term of these provisions shall be concurrent with the term of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - b. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
 - c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
- a. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

**Specific Provisions for Use and Disclosures by Business Associate of PHI
Subject to 42 CFR Part 2.**

(a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.

(b) Business Associate is a “Qualified Service Organization” as that term is defined at 42 CFR 2.11.

(c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous

(CONTRACTOR NAME)

Revised June 2022

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- a. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.

EXHIBIT D

ADDITIONAL TERMS AND CONDITIONS

- I. Contractor shall comply with all State and Federal statutes, and regulations, the terms of this Contract, the terms of the State Contracts, all relevant BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Contract and a State or Federal statute or regulation, or BHIN, the Contractor shall adhere to the applicable statute, regulation, or BHIN. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations, and they shall supersede any conflicting provisions in this Agreement.

- II. Contractor shall promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity. (42 CFF 438.206(c)(2))

- III. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
 - A. Materials explaining services available to the public,
 - B. Language Assistance,
 - C. Language interpreter and translation services, and
 - D. Video remote language interpreting services.

- IV. Confidentiality of Information:
 - A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
 - B. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
 - C. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

- D. The Contractor shall not disclose, except as otherwise specifically permitted by the Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract manger, except if disclosure is required by State or Federal law.
 - E. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
 - F. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into the Agreement by reference.
- V. Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations (C.F.R.), and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Section 111135 codifies section 508 of the Act requiring accessibility of electronic and information technology.
- VI. Nondiscrimination:
- A. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Gov. Code §111135(a); Welf. & Inst. Code §14727(a)3.)
 - B. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in Part 84 and 85 of Title 45 of the C.F.R., as applicable.
 - C. Contractor shall include the nondiscrimination and compliance provisions of the contract in all subcontracts to perform work under this contract.
- VII. Contractor shall be licensed, registered, DMC enrolled, and/or approved in accordance with applicable laws and regulations. Contractor shall comply with the following regulations and guidelines, including but not limited to:

- A. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.
- B. Title 22, California Code Regulations (Cal. Code Regs.), Sections 51341.1, 51490.1, and 51516.1.
- C. Title 9, Cal. Code Regs., Div. 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
- D. Title 22, Cal. Code Regs., Div. 3, Chapter 3, Sections 51000, et seq.
- E. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.
- F. All federal and State civil rights laws prohibiting the unlawful discrimination of individuals on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

VIII. Contractor and any subpart of Contractor that would be a covered health care provider if it were a separate legal entity shall comply with 45 CFR 162.410(a)(1). For purposes of this paragraph, a covered health care provider shall have the same definition as a covered entity set forth in 45 CFR 160.103. County shall make payments for covered services only if the Contractor is in compliance with federal regulations.

IX. Prohibited Affiliations:

- A. Contractor shall not knowingly have any prohibited type of relationship with the following:
 - 1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No.12549 or under guidelines implementing Executive Order No 12549. (42 C.F.R. § 438.610(a)(1).)
 - 2. An individual or entity who is an affiliate, as defined in the Federal Acquisition regulation at 48 C.F.R. 2.101, of a person described in this section (42 C.F.R. § 438.610(a)(2).)
- B. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. 1320a-7), 1128A (42 U.S.C. 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. § 438.214(d)(1), 438.610(b).)
- C. Contractor shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows: A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

EXHIBIT E

PROVIDER'S DISCLOSURE OF OWNERSHIP

Contractor will provide the ownership disclosure statement referenced herein as "Attachment "A", Information Regarding Officers, Owners, and Stockholders' prior to the Effective Date of this agreement and on an annual basis, upon any change in information, and upon request, if required by law or by Trinity County Behavioral Health Services. Legal requirements include but are not limited to Title 22 CCR Section 51000.35, 42 USC Sections 1320 a-3 (3) and 1320 a-5 et seq., and 42 CFR Sections 455.104, 455.105 and 455.106.

- I. Pursuant to 42 C.F.R. § 455.104, all County subcontractors/network providers must disclose ownership information set forth in subsection B (1).
- II. The County's Provider must be required to submit updated disclosures to the County upon submitting the provider application, before entering into or renewing contracts, and within 35 days after any change in the Provider's ownership or upon request of the County.
 - A. Disclosures to be Provided:
 - i. The name and address of any person (individual or corporation) with an ownership or controlled interest in the Provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address; and
 - ii. Date of birth and Social Security Number (in the case of an individual); and
 - iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the Provider, of five percent [5%] or more interest); and
 - iv. Whether the person (individual or corporation) with an ownership or control interest in the Provider is related to another person with ownership or control interest in the same or any other Provider of the County as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider has a five percent [5%] or more interest is related to another person with ownership or control interest in the Provider as a spouse, parent, child, or sibling; and
 - v. The name of any other disclosing entity in which the Provider or subcontractor has an ownership or control interest; and
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of the Provider.

EXHIBIT E – ATTACHMENT A

Information Regarding Officers, Owners, and Stockholders

List the names of the officers, owners, stockholders, or any relatives owning more than five percent (5%) of the stock issued by Contractor, and/or major creditors holding more than five percent (5%) of the debt of the Contractor. (Title 22, CCR, Section 53250).

I certify that all people employed by this company and who own more than five percent (5%) of this company or own more than five percent (5%) of the stock issued by this company, are listed above. I further certify that all creditors holding more than five percent (5%) of the debt of this company are listed above.

Signature: _____ Date: _____

Name: _____

Title: _____

EXHIBIT F

RESTRICTIONS ON SALARIES

Contractor agrees that no part of any Federal Funds provided under this contract shall be used by Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and Wage schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm

Federal funds used to pay a salary in excess of the rate of basic pay level for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with Federal funds.

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 151-1508), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal Funds.

Signature: _____

Date: _____

Name: _____

Title: _____

EXHIBIT G

DRUG FREE WORKPLACE REQUIREMENTS

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violation.

- B. Establish a Drug-Free awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace; and
 - ii. The persons or organizations policy of maintaining a drug-free workplace; and
 - iii. Any available counseling, rehabilitation and employee assistance
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

- C. Provide that every employee who works on the proposed agreement will:
 - i. Receive a copy of the drug-free policy statement; and
 - ii. Agree to abide by the terms of the company statement as a condition of the employment agreement.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for future award of any agreement with County if County determines that Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above.

EXHIBIT H

W-9 FOR COMPLETION

The W-9 form, and instructions can be found at the following web address:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>		
<p>2 Business name/disregarded entity name, if different from above</p>		
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>	
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requestor's name and address (optional)</p>	
<p>6 City, state, and ZIP code</p>		
<p>7 List account number(s) here (optional)</p>		

Part I Taxpayer Identification Number (TIN)																																																																																											
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">-</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">Or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">-</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table>	Social security number																				-																				Or										Employer identification number																				-																			
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Part II Certification	
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>	

Sign Here	Signature of U.S. person ► _____	Date ► _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.

EXHIBIT I

CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE

The CA Form 590 Withholding Exemption Certificate can be found at the following web address:
<https://www.ftb.ca.gov/forms/2024/2024-590.pdf>

TAXABLE YEAR		CALIFORNIA FORM	
2023		590	
The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.			
Withholding Agent Information			
Name _____			
Payee Information			
Name _____		<input type="checkbox"/> SSN or ITIN <input type="checkbox"/> FEIN <input type="checkbox"/> CA Corp no. <input type="checkbox"/> CA SOS file no.	
Address (apt./sta., room, PO box, or PMB no.) _____			
City (If you have a foreign address, see instructions.) _____		State _____	ZIP code _____
Exemption Reason			
Check only one box.			
By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.			
<input type="checkbox"/> Individuals — Certification of Residency: I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.			
<input type="checkbox"/> Corporations: The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.			
<input type="checkbox"/> Partnerships or Limited Liability Companies (LLCs): The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.			
<input type="checkbox"/> Tax-Exempt Entities: The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.			
<input type="checkbox"/> Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans: The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.			
<input type="checkbox"/> California Trusts: At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.			
<input type="checkbox"/> Estates — Certification of Residency of Deceased Person: I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.			
<input type="checkbox"/> Nonmilitary Spouse of a Military Servicemember: I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.			
CERTIFICATE OF PAYEE: Payee must complete and sign below.			
Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.			
Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.			
Type or print payee's name and title _____		Telephone _____	
Payee's signature ► _____		Date _____	

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Form 590 2022