



# TRINITY COUNTY

## Behavioral Health Services

MENTAL HEALTH · SUBSTANCE USE DISORDERS · 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 Mental Health Services Act (MHSA) Prevention and Early Intervention Services per Welfare and Institutions Code (WIC) 5840

#### **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 5:00 P.M. on May 31, 2022, sealed bids for the award and contract for qualified professionals to provide Mental Health Services Act (MHSA) Prevention and Early Intervention Services per Welfare and Institutions Code (WIC) 5840 for the Trinity County Behavioral Health Services Agency. Project terms will depend on Prevention and Early Intervention Activities that can be provided, and availability of funding.

#### **Scope of Service**

See Attachment A

#### **Payment**

See Attachment A

#### **RFP General Process Information**

To make inquiries regarding this RFP, contact:

Crystal Bennett  
530-623-1825 / [cbennett@trinitycounty-ca.gov](mailto:cbennett@trinitycounty-ca.gov)

#### **Submission of Proposals**

Proposals must be submitted marked "RFP—MHSA PEI" to:

Trinity County Behavioral Health Services  
Attn: Crystal Bennett  
P.O. Box 1640  
1450 Main Street

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Weaverville, CA 96093-1640

Proposal envelopes must contain the name, contact information, and return address of the bidder. Proposals must be signed, dated, and submitted no later than 5:00 p.m. on May 31, 2022. 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 ten pages, double-spaced, in a legible font not smaller than size 11, 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).

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- D. Proof of ability to provide/obtain insurance, meeting the requirements set forth in Paragraph VIII 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.

### **Bidder's Qualifications**

This RFP is open to any qualified, person(s) or entities. Bidders will be required before the award of any contract to provide, to the complete satisfaction of TCBHS, copies of all related work experience and the 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

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

### **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.

### **GENERAL CONTRACT INFORMATION**

#### **Sample contract**

A sample contract for the provision of these services has been attached hereto as Exhibit C. While contract(s) resulting from this RFP are subject to negotiation by and

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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 funds 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.

### **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 prime 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

Contractor shall provide services related to providing Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Services according to legislation and regulations adopted by the State of California. (WIC Section 5840)  
Services may include, but are not limited to:

- (a) The program shall emphasize improving timely access to services for underserved populations.
- (b) The program shall include the following components:
  - (1) Outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses.
  - (2) Access and linkage to medically necessary care provided by county mental health programs for children with severe mental illness, as defined in [Section 5600.3](#) , and for adults and seniors with severe mental illness, as defined in [Section 5600.3](#) , as early in the onset of these conditions as practicable.
  - (3) Reduction in stigma associated with either being diagnosed with a mental illness or seeking mental health services.
  - (4) Reduction in discrimination against people with mental illness.
- (c) The program shall include mental health services similar to those provided under other programs effective in preventing mental illnesses from becoming severe and shall also include components similar to programs that have been successful in reducing the duration of untreated severe mental illnesses and assisting people in quickly regaining productive lives.

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(d) The program shall emphasize strategies to reduce the following negative outcomes that may result from untreated mental illness:

- (1) Suicide.
- (2) Incarcerations.
- (3) School failure or dropout.
- (4) Unemployment.
- (5) Prolonged suffering.
- (6) Homelessness.
- (7) Removal of children from their homes.

(e) Prevention and early intervention funds may be used to broaden the provision of community-based mental health services by adding prevention and early intervention services or activities to these services.

Staff assigned to TCBHS by the Contractor shall be subject to TCBHS approval.

Contractor shall report to Agency Director, and/or his/her designee.

Contractor shall maintain all ethical and professional practices as dictated by industry standards, including but not limited to HIPAA compliance and cultural competency.

Contractor shall have in place a mechanism, subject to County approval, to track and report out all service time performed by Contractor's employees, including date of service, service type, length of service, and information sufficient to validate service delivery.



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Contractor shall participate in County Stakeholder meetings, if requested the County Mental Health Advisory Board Meetings, and any other meetings or audits requested by County.

Contractor shall submit an invoice for services provided based on agreed term of contract, usually bi-annually after data and reports are submitted, or annually with an annual summary report.

### **COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

TCBHS shall pay up to \$xxxxxxx per fiscal year, for approved Mental Health Services Act (MHSA) Prevention and Early Intervention Services (PEI)

Conditions of payment will be stipulated in a fully executed contract.

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### Attachment B MHSA PEI Services —TCBHS 2022 APPLICATION COVER PAGE

Amount of bid: \$\_\_\_\_\_ per year

Name:

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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 are true and accurate.
- **I have the authority to enter into a contract with Trinity County.**

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

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Printed Name and Title:

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### Attachment "C" RFP: MHSA PEI 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, of declaring 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

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- 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 Environmental 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:

\_\_\_\_\_

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ATTACHMENT "D"

**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 ("Contractor").

**RECITALS**

WHEREAS, County desires to retain a person or firm to provide the following services: Mental Health Services Act (MHSA) Prevention and Early Intervention Services (PEI) as required in Welfare and Institutions Code (WIC) 5840; and

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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 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 which 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.



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- IV. **TERM OF CONTRACT:** This Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, 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 \_\_\_\_\_. 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.

[For any services involving a public works or construction project, the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.]

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

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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

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- B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 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

- C. The Contractor shall be required to carry [professional][malpractice][errors & omissions] coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.]

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing 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.

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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.

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- 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

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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:**

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- 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.

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- 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 MOU 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.



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**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]

**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 be issued in that proceeding, said reimbursement shall be specified therein.

# TRINITY COUNTY

## Behavioral Health Services

MENTAL HEALTH · SUBSTANCE USE DISORDERS · PREVENTION



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**  
**PO BOX 1640**  
**WEAVERVILLE, CA 96093**  
**[cbennett@trinitycounty-ca.gov](mailto:cbennett@trinitycounty-ca.gov)**

If to Contractor:

[signature page to follow]

# TRINITY COUNTY

## Behavioral Health Services

MENTAL HEALTH · SUBSTANCE USE DISORDERS · PREVENTION



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

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Dan Frasier, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

Risk Management Approval

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

By: \_\_\_\_\_  
Shelly Nelson, Director  
Human Resources/Risk Management

# TRINITY COUNTY

## Behavioral Health Services

MENTAL HEALTH · SUBSTANCE USE DISORDERS · PREVENTION



### EXHIBIT A

**SERVICES TO BE PROVIDED BY CONTRACTOR**

# TRINITY COUNTY

## Behavioral Health Services

MENTAL HEALTH · SUBSTANCE USE DISORDERS · PREVENTION



### EXHIBIT B

**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

## 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

- 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”**  
**Ownership Disclosure**

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.

## **Attachment A**

Information Regarding Officers, Owners, and Stockholders

