



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

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HAYFORK, CA 96041
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REQUEST FOR PROPOSAL FOR PATIENTS' RIGHTS ADVOCATE FOR BEHAVIORAL HEALTH SERVICES CONSUMERS

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 1st, 2024, sealed bids for the award and contract for a qualified individual to serve as the Patients' Rights Advocate for the Trinity County Behavioral Health Services Agency.

Scope of Service

See Attachment A

Payment

TCBHS has identified a maximum annual amount of \$16,800.00 for this effort. County shall pay contractor equal monthly payments 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—Patients' Rights Advocate" to:

Trinity County Behavioral Health Services
Attn: Crystal Bennett and 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 May 1st, 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 a Patients' Rights Advocate, in accordance with Welfare & Institutions Code, Section 5500. TCHBS has budgeted a maximum amount of \$16,800 per fiscal year, to be paid in 12 equal monthly payments, which is intended to cover the contracted PRA's cost for all advocacy time and insurance required to perform the work outlined below. Additional fees for travel, training or materials can be billed monthly up to \$200.00 per month with documentation of actual expenses incurred.

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:

The Patients' Rights Advocate (PRA) for Trinity County Behavioral Health Services (TCBHS) shall report directly to the Deputy Director of Quality Assurance. There are no set hours which the PRA will work in each week or month; however, they will be expected to work approximately forty (40) hours per month. The PRA will invoice the county at a flat monthly rate equal to 1/12 of the maximum annual amount, to cover the cost of time. The PRA will invoice the county for approved travel, training, and materials separately with documentation of actual expenses incurred, up to the allowable amount of \$200.00 per month for such expenses per contract. No additional expenses will be reimbursed without prior approval from the TCBHS Deputy Director of Quality Assurance or the Deputy Director of Business Services. If necessary, TCBHS can provide the PRA with a laptop for use. If a laptop is issued to the PRA, all County Information Technology policies and procedures must be followed, and the PRA must sign all required documentation to that effect. PRA shall return laptop to County at the end of the Contract Term.

The PRA shall:

- Submit a detailed written log of activities with each invoice, which will be reviewed by the Deputy Director of Quality Assurance and/or Fiscal Staff.
- Receive and return calls to beneficiaries. Listen to beneficiaries and attempt to help them resolve issues or connect them with someone who can help them.
- Ensure that beneficiaries are notified of their statutory rights.

- Assist beneficiaries with the Grievance process, if appropriate. A Release of Information (ROI) from the beneficiary must be obtained which will give the PRA the authorization to speak to TCBHS regarding beneficiary's issues.
- When a beneficiary, from any location in the County, has filed a complaint, the PRA will perform an incident/problem assessment, provide an investigation, interview as necessary all individuals involved, and produce findings and recommendations, which will be forwarded to the TCBHS Deputy Director of Quality Assurance, or their designee. Following the review of the complaint, the PRA may participate in a resolution process with the beneficiary and TCBHS' Quality Assurance Department.
- Attend TCBHS Quality Improvement Committee (QIC) Meetings six (6) times per year. (schedule to be provided)
- Attend TCBHS Advisory Board meetings six (6) times per year. (schedule to be provided)
- Upon request from TCBHS staff, train and educate mental health providers about patients' rights, laws, regulations, and policies.
- Advocate for beneficiaries and residents of Trinity County who are unable or afraid to register a complaint.
- Act as a liaison between the advocacy program and the California Office of Patient's Rights.
- Provide periodic training and education at the Milestones wellness center, and at Alpine House and Cedar Home residential facilities, informing beneficiaries about their rights and the TCBHS Grievance and Complaint process.
- Upon request, meet or talk by phone with beneficiaries who are having their conservatorships renewed.
- Advocate for beneficiaries who are receiving treatment in jail.
- Receive correspondence from facilities in the event that a beneficiary been transported to that facility on an involuntary hold and the beneficiary has not been released within 72 hours of the involuntary detention.
- Attend specific trainings on behalf of TCBHS for Patients' Rights Advocates. Travel, training and material costs shall be reimbursed by TCBHS, up to the amount designated in the Contract. Any remaining expenses for travel, training and materials shall be covered by the PRA and not reimbursed by TCBHS.
- Attend Program Improvement Project committee phone conferences, webinars or in person sessions on occasion, representing the consumer/family voice.

- Meet with the Deputy Director of Quality Assurance regularly and with the TCBHS Director occasionally to report findings and observations.
- Participate in DHCS Medi-Cal reviews and annual External Quality Reviews upon request.
- Meet with beneficiaries in whatever location is deemed appropriate by both the PRA and the beneficiary. The PRA will have the ability to use conference rooms at 1450 Main Street, Weaverville to meet with beneficiaries during regular business hours (Monday - Friday, 8:00am – 5:00pm).
- Supply a cellular phone and a laptop computer from which to conduct business. TCBHS can provide free Wi-Fi internet access at the main office in Weaverville.
- Furnish commercial general liability and personal automobile liability insurances, in accordance with the sample contract provided as Attachment D.
- TCBHS will provide a mailbox at 1450 Main St for mail that staff or beneficiaries want to leave for the PRA.
- Contractor shall be familiar with and abide by the parameters of the role of the PRA set forth in the Welfare and Institutions Code, as outlined below.

Welfare and Institution Codes that Provides for the Parameters of the Role of the Patients' Right Advocate

WELFARE AND INSTITUTIONS CODE SECTION 5500

5500. As used in this chapter:

(a) "Advocacy" means those activities undertaken on behalf of persons who are receiving or have received mental health services to protect their rights or to secure or upgrade treatment or other services to which they are entitled.

(b) "Mental health client" or "client" means a person who is receiving or has received services from a mental health facility, service, or program and who has personally or through a guardian ad litem, entered into an agreement with a county patients' rights advocate for the provision of advocacy services.

(c) "Mental health facilities, services, or programs" means a publicly operated or supported mental health facility or program; a private facility or program licensed or operated for health purposes providing services to persons with mental health disorders; and publicly supported agencies providing other than mental health services to clients with mental health disorders.

(d) "Independent of providers of service" means that the advocate has no direct or indirect clinical or administrative responsibility for any recipient of mental health services in any mental health facility, program, or service for which he or she performs advocacy activities.

(e) "County patients' rights advocate" means an advocate appointed, or whose services are contracted for, by a local mental health director.

WELFARE AND INSTITUTIONS CODE SECTION 5510 – 5514

5510. (a) The Legislature finds and declares as follows:

(1) The State of California accepts its responsibility to ensure and uphold the right of persons with mental disabilities and an obligation, to be executed by the State Department of State Hospitals and the State Department of Health Care Services, to ensure that mental health laws, regulations and policies on the rights of recipients of mental health services are observed and protected in state hospitals and in licensed health and community care facilities.

(2) Persons with mental illness are vulnerable to abuse, neglect, and unreasonable and unlawful deprivations of their rights.

(3) Patients' rights advocacy and investigative services concerning patient abuse and neglect previously provided by the State Department of Mental Health, including the Office of Human Rights and investigator, and state hospitals' patients' rights advocates and state hospital investigators and transferred to the State Department of Health Care Services and the State Department of State Hospitals, may have had or have conflicts of interest or the appearance of a conflict of interest.

(4) The services provided to patients and their families are of such a special and unique nature that they must be contracted out pursuant to paragraph (3) of subdivision (b) of Section 19130 of the Government Code.

(b) Therefore, to avoid the potential for a conflict of interest or the appearance of a conflict of interest, it is the intent of the Legislature that the patients' rights advocacy and investigative services described in this article be provided by a single contractor specified in Section 5370.2 that meets both of the following criteria:

(1) The contractor can demonstrate the capability to provide statewide advocacy services for persons with mental disabilities.

(2) The contractor has no direct or indirect responsibility for providing services to persons with mental disabilities, except advocacy services.

(c) For the purposes of this article, the Legislature further finds and declares, because of a potential conflict of interest or the appearance of a conflict of interest, that the goals and purposes of the state patients' rights advocacy and investigative services cannot be accomplished through the utilization of persons selected pursuant to the regular state civil service system. Accordingly, the contracts into which the department enters pursuant to this section are permitted and authorized by paragraphs (3) and (5) of subdivision (b) of Section 19130 of the Government Code.

(d) The State Department of State Hospitals and the State Department of Health Care Services shall contract with a single nonprofit entity to provide for the protection and advocacy services to persons with mental disabilities, as specified in Section 5370.2. The State Department of Health Care Services and the State Department of State Hospitals shall enter into a memorandum of understanding to ensure the effective management of the contract and the required activities affecting county patients' rights programs. The entity shall be responsible for ensuring that mental health laws, regulations, and policies on the rights of recipients of mental health services are observed in state hospitals and in licensed health and community care facilities.

(e) The findings and declarations of potential conflict of interest provided in this section shall not apply to advocacy services provided under Article 3 (commencing with Section 5520).

5511. The Director of State Hospitals or the executive director of each state hospital may contract with independent persons or agencies to perform patients' rights advocacy services in state hospitals.

5512. Training of county patients' rights advocates shall be provided by the contractor specified in Section 5510 responsible for the provision of protection and advocacy services to persons with mental disabilities. Training shall be directed at ensuring that all county patients' rights advocates possess:

(a) Knowledge of the service system, financial entitlements, and service rights of persons receiving mental health services. This knowledge shall include, but need not be limited to, knowledge of available treatment and service resources in order to ensure timely access to treatment and services.

(b) Knowledge of patients' rights in institutional and community facilities.

(c) Knowledge of civil commitment statutes and procedures.

(d) Knowledge of state and federal laws and regulations affecting recipients of mental health services.

(e) Ability to work effectively and respectfully with service recipients and providers, public administrators, community groups, and the judicial system.

(f) Skill in interviewing and counseling service recipients, including giving information and appropriate referrals.

(g) Ability to investigate and assess complaints and screen for legal problems.

(h) Knowledge of administrative and judicial due process proceedings in order to provide representation at administrative hearings and to assist in judicial hearings when necessary to carry out the intent of Section 5522 regarding cooperation between advocates and legal representatives.

(i) Knowledge of, and commitment to, advocacy ethics and principles.

(j) This section shall become operative on January 1, 1996.

5513. The patients' rights program shall serve as a liaison between county patients' rights advocates and the State Department of Health Care Services.

5514. There shall be a five-person Patients' Rights Committee formed through the California Behavioral Health Planning Council. This committee, supplemented by two ad hoc members appointed by the chairperson of the committee, shall advise the Director of Health Care Services and the Director of State Hospitals regarding department policies and practices that affect patients' rights. The committee shall also review the advocacy and patients' rights components of each county mental health plan or performance contract and advise the Director of Health Care Services and the Director of State Hospitals concerning the adequacy of each plan or performance contract in protecting patients' rights. The ad hoc members of the committee shall be persons with substantial experience in establishing and providing independent advocacy services to recipients of mental health services.

WELFARE AND INSTITUTIONS CODE SECTION 5520-5524

5520. Each local mental health director shall appoint, or contract for the services of, one or more county patients' rights advocates. The duties of these advocates shall include, but not be limited to, the following:

- (a) To receive and investigate complaints from or concerning recipients of mental health services residing in licensed health or community care facilities regarding abuse, unreasonable denial or punitive withholding of rights guaranteed under the provisions of Division 5 (commencing with Section 5000).
- (b) To monitor mental health facilities, services and programs for compliance with statutory and regulatory patients' rights provisions.
- (c) To provide training and education about mental health law and patients' rights to mental health providers.
- (d) To ensure that recipients of mental health services in all licensed health and community care facilities are notified of their rights.
- (e) To exchange information and cooperate with the patients' rights program.

This section does not constitute a change in, but is declarative of the existing law.

5521. It is the intent of the Legislature that legal representation regarding changes in client legal status or conditions and other areas covered by statute providing for local public defender or court-appointed attorney representation, shall remain the responsibility of local agencies, in particular the county public defender. County patients' rights advocates shall not duplicate, replace, or conflict with these existing or mandated local legal representations. This section shall not be construed to prevent maximum cooperation between legal representatives and providers of advocacy services.

5522. County patients' rights advocates may conduct investigations if there is probable cause to believe that the rights of a past or present recipient of mental health services have been, may have been, or may be violated.

5523. (a) Notwithstanding any other provision of law, and without regard to the existence of a guardianship or conservatorship, a recipient of mental health services is presumed competent for the purpose of entering into an agreement with county patients' rights advocates for the provision of advocacy services unless found by the superior court to be incompetent to enter into an agreement with an advocate and a guardian ad litem is appointed for such purposes.

(b) In conducting investigations in cases in which an advocate has not received a request for advocacy services from a recipient of mental health services or from another person on behalf of a

recipient of mental health services, the advocate shall notify the treating professional responsible for the care of any recipient of services whom the advocate wishes to interview, and the facility, service, or program administrator, of his or her intention to conduct such an interview. Whenever the treating professional is reasonably available for consultation, the advocate shall consult with the professional concerning the appropriate time to conduct the interview.

(c) Any agreement with any county patients' rights advocate entered into by a mental health client shall be made knowingly and voluntarily or by a guardian ad litem. It shall be in a language or modality which the client understands. Any such agreement may, at any time, be revoked by the client or by the guardian ad litem, whoever has entered into the agreement, either in writing or by oral declaration to the advocate.

(d) Nothing in this chapter shall be construed to prohibit a recipient of mental health services from being represented by public or private legal counsel of his or her choice.

(e) The remedies provided by this chapter shall be in addition to any other remedies which may be available to any person, and the failure to pursue or exhaust the remedies or engage in the procedures provided by this chapter shall not preclude the invocation of any other remedy.

(f) Investigations concerning violations of a past recipients' rights shall be limited to cases involving discrimination, cases indicating the need for education or training, or cases having a direct bearing on violations of the right of a current recipient.

This subdivision is not intended to constrain the routine monitoring for compliance with patients' rights provisions described in subdivision (b) of Section 5520.

5524. (a) Subject to subdivision (b), a county shall verify that county patients' rights advocates review the patients' rights advocacy training materials provided online as described in paragraph (5) of subdivision (a) of Section 5370.2 within 90 days of employment. The county shall keep a record of this verification and send a copy electronically to the Patients' Rights Committee of the California Behavioral Health Planning Council established pursuant to Section 5514.

(b) A county patients' rights advocate who has been employed for at least one year on or after January 1, 2019, shall not be required to review the materials described in paragraph (5) of subdivision (a) of Section 5370.2.

(c) The requirements of this section do not replace the ongoing training required to be provided by the contractor to county patients' rights advocates as described in Section 5512.

5525. (a) An employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing a county patients' rights advocate from disclosing information to a government or law enforcement agency, to a person with authority over the county patients' rights advocate, or to an employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the county patients' rights advocate has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of, or noncompliance with, a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the county patients' rights advocate's job duties.

(b) An employer, or any person acting on behalf of the employer, shall not retaliate against a county patients' rights advocate for disclosing information, or because the employer believes that the county patients' rights advocate disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the county patients' rights advocate, or to an employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the county patients' rights advocate has reasonable cause to believe that the information discloses a

violation of state or federal statute, or a violation of, or noncompliance with, a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the county patients' rights advocate's job duties.

(c) An employer, or any person acting on behalf of the employer, shall not retaliate against a county patients' rights advocate for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

(d) An employer, or any person acting on behalf of the employer, shall not retaliate against a county patients' rights advocate for having exercised the county patients' rights advocate's rights under subdivision (a), (b), or (c) in any former employment.

(e) This section does not apply to rules, regulations, or policies that implement, or to actions by employers against county patients' rights advocates who violate, the confidentiality of the lawyer-client privilege of Article 3 (commencing with Section 950) of, or the physician-patient privilege of Article 6 (commencing with Section 990) of, Chapter 4 of Division 8 of the Evidence Code, or trade secret information.

(f) An employer, or a person acting on behalf of the employer, shall not retaliate against a county patients' rights advocate because the county patients' rights advocate is a family member of a person who has, or is perceived to have, engaged in any acts protected by this section.

(g) The rights and protections afforded under this section shall be enforceable by a private right of action and a violation of this section shall not result in an administrative investigation by the Department of Industrial Relations or result in administrative proceedings by that department.

(h) Nothing in this section shall be construed to interfere with protections already granted to a county patients' rights advocate who is a government employee under Section 1102.5 of the Labor Code.

(i) As used in this section, "employer" includes the local contracting agency.

WELFARE AND INSTITUTIONS CODE

SECTION 5530

5530. (a) County patients' rights advocates shall have access to all clients and other recipients of mental health services in any mental health facility, program, or service at all times as are necessary to investigate or resolve specific complaints and in accord with subdivision (b) of Section 5523. County patients' rights advocates shall have access to mental health facilities, programs, and services, and recipients of services therein during normal working hours and visiting hours for other advocacy purposes. Advocates may appeal any denial of access directly to the head of any facility, the director of a county mental health program, or the State Department of Health Care Services, or may seek appropriate relief in the courts. If a petition to a court sets forth prima facie evidence for relief, a hearing on the merits of the petition shall be held within two judicial days of the filing of the petition. The superior court for the county in which the facility is located shall have jurisdiction to review petitions filed pursuant to this chapter.

(b) County patients' rights advocates shall have the right to interview all persons providing the client with diagnostic or treatment services.

(c) Upon request, all mental health facilities shall, when available, provide reasonable space for county patients' rights advocates to interview clients in privacy and shall make appropriate staff persons available for interview with the advocates in connection with pending matters.

(d) Individual patients shall have a right to privacy which shall include the right to terminate any visit by persons who have access pursuant to this chapter and the right to refuse to see any patient advocate.

(e) Notice of the availability of advocacy services and information about patients' rights may be provided by county patients' rights advocates by means of distribution of educational materials and discussions in groups and with individual patients.

WELFARE AND INSTITUTIONS CODE
SECTION 5540-5546

5540. Except as otherwise provided in this chapter or in other provisions of law, information about and records of recipients of mental health services shall be confidential in accordance with the provisions of Section 5328.

5541. (a) A specific authorization by the client or by the guardian ad litem is necessary for a county patients' rights advocate to have access to, copy or otherwise use confidential records or information pertaining to the client. Such an authorization shall be given knowingly and voluntarily by a client or guardian ad litem and shall be in writing or be reduced to writing. The client or the guardian ad litem, whoever has entered into the agreement, may revoke such authorization at any time, either in writing or by oral declaration to the advocate.

(b) When specifically authorized by the client or the guardian ad litem, the county patients' rights advocate may inspect and copy confidential client information and records.

5542. County patients' rights advocates shall have the right to inspect or copy, or both, any records or other materials not subject to confidentiality under Section 5328 or other provisions of law in the possession of any mental health program, services, or facilities, or city, county or state agencies relating to an investigation on behalf of a client or which indicate compliance or lack of compliance with laws and regulations governing patients' rights, including, but not limited to, reports on the use of restraints or seclusion, and autopsy reports.

5543. (a) Notwithstanding any other provision of law, with the authorization of the client, a county patients' rights advocate may, to the extent necessary for effective advocacy, communicate to the client information contained in client records. The facility program, or agency, shall be allowed to remove from the records any information provided in confidence by members of a client's family.

5544. Any written client information obtained by county patients' rights advocates may be used and disseminated in court or administrative proceedings, and to any public agencies, or authorized officials thereof, to the extent required in the providing of advocacy services defined in this chapter, and to the extent that authority to so disclose is obtained from the advocate's clients.

5545. Nothing in this chapter shall be construed to limit access to recipients of mental health services in any mental health facility, program, or service or to information or records of recipients of mental health services for the purposes of subdivision (b) of Section 5520 or when otherwise authorized by law to county patients' rights advocates or other individuals who are not county patients' rights advocates.

5546. The actual cost of copying any records or other materials authorized under this chapter, plus any additional reasonable clerical costs, incurred in locating and making the records and materials available, shall be borne by the advocate. The additional clerical costs shall be based on a computation of the time spent locating and making the records available multiplied by the employee's hourly wage.

WELFARE AND INSTITUTIONS CODE
SECTION 5550

5550. (a) Any person participating in filing a complaint or providing information pursuant to this chapter or participating in a judicial proceeding resulting therefrom shall be presumed to be acting in good faith and unless the presumption is rebutted shall be immune from any liability, civil or criminal, and shall be immune from any penalty, sanction, or restriction that otherwise might be incurred or imposed.

(b) A person shall not knowingly obstruct any county patients' rights advocate in the performance of duties as described in this chapter, including, but not limited to, access to clients or potential clients, or to their records, whether financial, medical, or otherwise, or to other information, materials, or records, or otherwise violate this chapter.

(c) A facility to which the provisions of Section 5325 are applicable shall not discriminate or retaliate in any manner against a patient or employee on the basis that the patient or employee has initiated or participated in any proceeding specified in this chapter. Any attempt by a facility to expel a patient, or any discriminatory treatment of a patient, who, or upon whose behalf, a complaint has been submitted to a county patients' rights advocate within 120 days of the filing of the complaint shall raise a rebuttable presumption that the action was taken by the facility in retaliation for the filing of the complaint.

(d) A county patients' rights advocate shall not knowingly violate this chapter concerning client privacy and the confidentiality of personally identifiable information.

(e) Any person or facility found in violation of subdivision (b) or (d) shall pay a civil penalty, as determined by a court, of not less than one hundred dollars (\$100), or more than one thousand dollars (\$1,000), which shall be deposited in the county general funds.

(f) A county patients' rights advocate who performs this role as an independent contractor or employee of a contracted organization shall have the protection provided pursuant to Section 5525.

The successful bidder shall commence to work no later than July 1st, 2023, after the Board of Supervisors approves the Contract generated by TCHBS. The contract shall have a termination date of June 30th, 2026.

Trinity County Behavioral Health Services reserves the right to reject any and all bids and waive any informalities or irregularities in the bidding. Trinity County Behavioral Health Services reserves the right to contract with the most qualified bidder, which may not be the lowest bidder, for this project.

Attachment B
Patients' Rights Advocate —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 are 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 Patients’ Rights Advocate
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 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 Patient's Rights Advocacy 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 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.
- 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.

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, 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.

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	W9 to be completed by Contractor and returned to County
Exhibit E	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 be 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]**

XXXII. COST DISCLOSURE: In accordance with Government Code Section 7550, Contractor agrees to state in a separate section of its filed report the dollar amount of this Contract and any related contracts and subcontracts relating to the preparation of the report resulting from this contract.

[signature page to follow]

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

COUNTY OF TRINITY:

CONTRACTOR:

By _____
Trent Tuthill,
County Administrative Officer

By _____
Name: _____
Title.: _____

Date: _____

Date: _____

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

By: _____
Laila Cassis, Director
Human Resources/Risk Management

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

The Patients' Rights Advocate (PRA) for Trinity County Behavioral Health Services (TCBHS) shall report directly to the Deputy Director of Quality Assurance. There are no set hours which the PRA will work in each week or month; however, they will be expected to work approximately forty (40) hours per month. The PRA will invoice the county at a flat monthly rate equal to 1/12 of the maximum annual amount, to cover the cost of time. The PRA will invoice the county for approved travel, training and materials separately with documentation of actual expenses incurred, up to the allowable amount for such expenses per Contract.

The PRA shall:

- Submit a detailed written log of activities with each invoice, which will be reviewed by the Deputy Director of Quality Assurance and/or Fiscal Staff.
- Receive and return calls to beneficiaries. Listen to beneficiaries and attempt to help them solve problems or connect them with someone who can help them.
- Ensure that beneficiaries are notified of their statutory rights.
- Assist beneficiaries with the Grievance process, if appropriate. A Release of Information (ROI) from the beneficiary must be obtained which will give the PRA the authorization to speak to TCBHS regarding beneficiary issues.
- When a beneficiary, from any location in the County, has filed a complaint, the PRA will perform an incident/problem assessment, provide an investigation, interview as necessary all individuals involved, and produce findings and recommendations, which will be forwarded to the TCBHS Deputy Director of Quality Assurance, or their designee. Following the review of the complaint, the PRA may participate in a resolution process with the client and TCBHS' Quality Assurance Department.
- Attend TCBHS Quality Improvement Committee (QIC) Meetings six (6) times per year. (schedule to be provided)
- Attend TCBHS Advisory Board meetings six (6) times per year. (schedule to be provided)
- Upon request from TCBHS staff, train and educate mental health providers about patient's rights, law, regulations, and policies.

- Advocate for beneficiaries and residents of Trinity County who are unable or afraid to register a complaint.
- Act as a liaison between the advocacy program and the California Office of Patient's Rights.
- Provide periodic training and education at the Milestones wellness center, and at Alpine House and Cedar Home residential facilities, informing beneficiaries about their rights and the TCBHS Grievance and Complaint process.
- Upon request, meet or talk by phone with beneficiaries who are having their conservatorships renewed.
- Advocate for beneficiaries who are receiving treatment in jail.
- Receive correspondence from facilities in the event that a beneficiary has been transported to that facility on an involuntary hold and the beneficiary has not been released within 72 hours of the involuntary detention.
- Attend specific trainings on behalf of TCBHS for Patients' Rights Advocates. Travel, training and material costs shall be reimbursed by TCHBS, up to the amount designated in the Contract. Any remaining expenses for travel, training and materials shall be covered by the PRA and not reimbursed by TCBHS.
- Attend Program Improvement Project committee phone conferences, webinars or in person sessions on occasion, representing the consumer/family voice.
- Meet with the Deputy Director of Quality Assurance regularly and with the TCBHS Director occasionally to report findings and observations.
- Participate in DHCS Medi-Cal reviews and annual External Quality Reviews upon request.
- Meet with beneficiaries in whatever location is deemed appropriate by both the PRA and the beneficiary. The PRA will have the ability to use conference rooms at 1450 Main Street, Weaverville to meet with beneficiaries during regular business hours (Monday - Friday, 8:00am – 5:00pm).
- Supply a cellular phone and a laptop computer from which to conduct business. TCBHS can provide free Wi-Fi internet access at the main office in Weaverville.

- Furnish commercial general liability and personal automobile liability insurances, in accordance with the sample contract provided as Attachment D.
- TCBHS will provide a mailbox at 1450 Main St for mail that staff or beneficiaries want to leave for the PRA.
- Contractor shall be familiar with and abide by the parameters of the role of the PRA set forth in the Welfare and Institutions Code, as outlined below.

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

- Contractor shall invoice the County monthly for services provided. The monthly log shall always accompany the monthly invoice.
- Contractor shall invoice the County separately for travel, training or materials. Documentation of actual expenses incurred shall be submitted with the invoice.
- 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

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;">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> </table>	Social security number																				Or										Employer identification number																			
Social security 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>	
<p>Sign Here</p>	<p>Signature of U.S. person ► _____</p> <p style="text-align: right;">Date ► _____</p>

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 E

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/2023/2023-590.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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