



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
360 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #16-952-051

DUE: 3:00 PM – March 25, 2016

Sealed Proposals must be clearly marked on
the outside of the package with:

"RFP #16-952-051 MAILROOM DO NOT OPEN"

**Mental Health Services Act (MHSA)
Prevention and Early Intervention (PEI) for Youth in Schools 2016**

The County of El Dorado Office of Procurement and Contracts, through its Health and Human Services Agency (also referred to as "HHSA"), is requesting proposals to deliver certain services authorized by the County of El Dorado Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

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Notice to Proposers

The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at

<http://edcapps.edcgov.us/contracts/bidresults.asp>

RFP results will be posted within approximately fourteen business days after the opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

- I. **Background:** The County of El Dorado, hereinafter referred to as the “County,” is topographically divided into two zones: The northeast corner of the County is in the Lake Tahoe basin and is commonly referred to as the “East Slope” of the County, while the remainder of the County is in the area west of Echo Summit or “West Slope” of the County. The United States Census estimates that, as of 2014, the population of El Dorado County was 183,087.

The County of El Dorado Health and Human Services Agency (HHSA) is seeking proposals to deliver certain services authorized by the El Dorado County’s Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan.

A. Mental Health Services Act

In November 2004, California voters passed Proposition 63, the Mental Health Services Act, which was enacted into law January 1, 2005 and imposes a one percent (1%) tax on personal income in excess of \$1,000,000. The State distributes these funds to counties to be utilized to transform the State’s mental health system into one that:

- Is consumer and family driven;
- Is recovery oriented;
- Has services that are accessible;
- Is culturally competent and offers services appropriate for the population that is served.

The MHSA established five components that address specific goals for priority populations and key community mental health needs:

- Community Services and Supports
- Prevention and Early Intervention
- Innovation
- Workforce Education and Training
- Capital Facilities & Technology Needs

To implement the MHSA, HHSA developed plans for each component.

1. Prevention and Early Intervention (PEI) Component of MHSA

PEI refers to programs designed to prevent mental illnesses from becoming severe and disabling and emphasize improving timely access to services for underserved populations. A PEI program must 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 Welfare and Institutions Code Section 5600.3, and for adults and seniors with severe mental illness, as defined in Welfare and Institutions Code 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.

The PEI programs are to emphasize strategies to reduce the following negative outcomes that may result from untreated mental illness: (1) suicide; (2) incarceration; (3) school failure or dropout; (4) unemployment; (5) prolonged suffering; (6) homelessness; (7) removal of children from their homes.

B. El Dorado County Youth and Children's Services, Prevention and Early Intervention for Youth in Schools Program.

1. Characteristics of the Priority Population

The "Prevention and Early Intervention for Youth in Schools" is a pilot program; therefore, only students attending one of the pilot schools will be eligible to participate in this program. The target age groups are students at middle schools, high schools, alternative education school sites (grades 7 through 12) and K-8 schools for grades 6 through 8, and parents of those students. The term "parent" as used herein means the adult caretaker(s) of the students, such as but not limited to parents, foster parents, grandparents, and/or legal guardians.

2. Advancement of MHSA Goals

The community identified the need for an MHSA Prevention and Early Intervention for Youth in Schools program to:

- 1) Improve youth mental health by addressing mental health issues before they become severe and disabling.
- 2) Ensure that school age children receive needed appropriate mental health services in schools.
- 3) Reduce the stigma associated with mental illness by increasing awareness and education.

The negative outcomes that result from unmet mental health needs include suicide, incarceration, school failure or dropout, unemployment, prolonged suffering, homelessness, and removal of children from their homes.

3. Program Description

The program is based upon the PEI Project 1f: Prevention and Early Intervention for Youth in Schools, which is designed to improve youth mental health and address social and familial variations and stressors. The PEI project may partner with the Community Services and Supports (CSS) Project 3a: Transitional Age Youth (TAY) Engagement, Wellness and Recovery, and collaboratively with several other PEI projects, to create the overall program.

This is a pilot program through June 30, 2018. The success of this program will be evaluated to determine whether this program should be extended beyond June 30, 2018.

This program will address the needs of students and their parents for prevention and early intervention services that is complementary to other services students may be receiving, and for continuity of services, allow some students who meet the definitions of "serious mental illness" or "severely emotionally disturbed" to continue to receive services from a provider with whom they have previously received services.

It is the intent of this program that students and parents will receive assistance in addressing risk factors for mental illness, and this project will also explore the underlying causes of the risk factors and work to engage a change in culture surrounding the perception of mental illness.

This program is designed to provide a long-term positive impact on students' mental health, including providing tools to help connect students and their parents with prevention services to prevent a mental illness from becoming severe and disabling and to provide ongoing case management services. This program is not intended to provide therapeutic interventions or counseling services, nor to provide a complete continuum of mental health services, but to enhance the continuum.

This program shall not supplant or bypass the schools' standard procedures for addressing a student's educational needs. Rather, this program is to provide additional support that may not otherwise be available. Students who receive or are eligible to receive mental health services through a school program (e.g., Individualized Education Programs/IEPs) would continue to do so. Students receiving mental health services through another source (e.g., insurance) would continue to receive those services. However, those students could participate in prevention activities provided they meet the eligibility criteria. Those students would not, however, be eligible to receive additional individual counseling if they are receiving individual counseling elsewhere or are receiving or eligible to receive mental health services through the IEP program. MHSA funding cannot be utilized to supplant other State or Federal funding or private insurance.

The provision of a school-based PEI project for middle and high school students incorporating activities such as outreach, referrals, groups, classes, brief individual and family therapeutic services and on-going case management is an ambitious one given the limited PEI funding, the issues that the project is designed to address, the number of

schools in El Dorado County and the geographical distance between regions of the County. Therefore, this project will begin as a pilot in a limited number of schools to test the design of the project, develop the curriculum and services to be provided, and review the processes and project outcomes to determine project success.

The short-term goals of this program are to:

- Identify campus needs, including the needs of the students, parents, and school personnel.
- Establish procedures, forms and other documentation to implement this project.
- Perform outreach.
- Identify students to engage in participation.
- Increase school-based mental health services.
- Increased knowledge of community resources.
- Early identification of the signs and symptoms of mental illness.

The long term goals of this program are to:

- Raise awareness about mental illness.
- Reduce stigma and discrimination.
- Improve student wellness and mental health.
- Improve the family relationship.
- Improve school culture as it relates to minimizing activities that may be risk factors for mental illness and encouraging positive mental health.
- Reduce suicidal ideation, attempted suicides and completed suicides.
- Increase academic success, which may not mean higher grade point averages, but could be other successes such as a higher rate of completion of homework, increased academic confidence or increased willingness to reach out for academic assistance.
- Increase school attendance rates for participants.
- Decreased referrals for behavior problems or other disciplinary actions for participants.
- Improved results from the California Healthy Kids survey, which would show a reduction in the number of students with feelings of hopelessness or suicidal thoughts.
- Reduction in substance use and/or self-medicating.
- Current substance abusers will decrease use of substances (alcohol, prescription drugs, marijuana, other illicit and life endangering drugs).

C. Term of Agreements

The anticipated term of any agreement resulting from this RFP will end June 30, 2018, unless earlier terminated pursuant to the provisions of the resulting agreement. Pending contract compliance and good performance, the contract may be renewed for future years, pending funding availability.

D. MHSA Funding

The amounts listed below reflect the anticipated MHSA funding available for the Prevention and Early Intervention for Youth in Schools program starting in FY 2015/16 for these projects.

Fiscal Year	Anticipated Allocation
FY 2015/16	\$150,000
FY 2016/17	\$150,000
FY 2017/18	\$150,000

Should the Prevention and Early Intervention for Youth in Schools program be reduced or increased in a future MHSA plan as a result of community input, any agreement resulting from this RFP would be modified accordingly.

- II. **Scope of Services:** The successful Proposer will be required to enter into an agreement for services with the County substantially similar in form to that attached hereto as Exhibit "A," marked "Sample Agreement for Services." Any reference in this Request for Proposal to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the agreement. In the event of any conflict between a provision of this Request for Proposal and the provisions of the agreement attached as Exhibit "A," the terms of the agreement shall govern.
- The successful proposer shall agree to provide the PEI "Project 1f: Prevention and Early Intervention for Youth in Schools" services to the target populations identified below through the program requirements identified below. Additional information regarding these MHSA projects can be found on the HHSA MHSA website (<http://www.edcgov.us/Government/MentalHealth/MHSA.aspx>) under "MHSA Plans and Updates."

A. Program Requirements

1. Program Stages

a) Program Development

It is anticipated that this project will require a ramp up period to establish programs, school-site processes, forms and other procedures. During this period, the successful proposer will work closely with the Mental Health Division to identify the activities to be provided and obtain approvals to proceed to the Program Implementation stage.

b) Program Implementation

During Program Implementation, the successful proposer will conduct the Program Services, identified below.

c) Program Evaluation, Reassessment and Redesign

Program Evaluation, Reassessment, and Redesign will be ongoing throughout this pilot program. Continual quality improvement will occur to ensure that this program meets the intended goals and outcomes.

2. Program Services

The primary purpose of this program is to provide education and outreach regarding mental health awareness, stigma and discrimination reduction, knowledge of social and community resources, referrals and linkage to services, and groups/classes to assist with the development of necessary skills to minimize the risk of developing a mental illness that is severe and disabling. A smaller segment of services under this program may provide more direct therapeutic interventions with students and their families.

The following requirements apply to all services provided through this program:

- a) Outreach: Provide outreach to students, parents and school personnel regarding services available through this project, other school-based and community services, and how to access services. Provide general education regarding the importance of mental wellness, signs and symptoms of mental illnesses, and information about more specific topics such as depression, suicide, and underlying causes and risk factors for mental illness.
- b) Access and Linkage to Medically Necessary Care: Provide assistance in obtaining linkage to medically necessary care, including services provided through a private insurance network, private payor, and the County MHD. There will also be follow-up with students and parents to confirm linkage with services and other referrals that may be needed.
- c) Stigma and Discrimination Reduction: Key to the success of this project is working with students, parents, and school personnel to reduce the stigma that is frequently associated with mental health issues and mental illness. Positive messaging about mental illness will be provided, along with a focus on the importance of addressing mental health needs early and how to manage exterior impacts that may contribute positively or negatively to one's mental health.
- d) Service Availability: All services areas will be available at each participating school site. It is anticipated that the services will be age-appropriate and coordinate with existing services already offered at each school.
- e) Extended Service Delivery Hours: Services available through this project will focus on minimal interruption to a student's class time, and make services available during breaks, lunch, after school, in the evening, on weekends and potentially during school holidays if appropriate, based upon the requirements of the schools and the schedules of the students and their parents.

- f) Service Delivery Locations: Services shall be offered at schools, homes, libraries and other locations identified by the students or the family and approved by the service provider as a safe, private, and appropriate place for the services to be provided.
- g) Groups and/or Classes: Groups and/or classes offered will utilize effective methods likely to bring about positive outcomes and shall be based upon evidence-based practices (preferable), promising practices, or community/practice-based evidence standards. Groups and classes for students may be single gender or co-ed, providing psycho-educational opportunities. Groups and/or classes will focus on developing the skills and tools to prevent risk factors from leading to a serious and disabling mental illness.
- h) Individualized Services: If it is determined that a student is in need of more intensive or individualized, the project staff will coordinate those services with the appropriate school personnel (to determine if the youth has, or should have, in IEP that addresses the youth's mental health needs), parents (to the extent required by law) and the student. If the student is not receiving individualized services through another program, the student and his/her parents will receive case management and other services designed to meet the individual needs of the student. These services may include, but are not limited to, individual and family counseling and other services beyond traditional student-focused counseling.
- i) Referrals for Specialty Mental Health Services: Students in need of or potentially in need of specialty mental health services and who have Medi-Cal as their health insurance provider or have no health insurance will be referred to the County MHD for triage and assessment (or to the school if it has not already been determined whether the student is receiving mental health services through an IEP or other provider). Students who have private insurance shall be linked with the appropriate mental health service provider through their insurance network.
- j) Parental Involvement: Parent involvement is a key factor in a child's development and well-being, and this project seeks to create an alliance between parents and school personnel in working together to support the needs of the students. Parents can range from very little involvement in their child's academics or life, to being overly involved or placing extremely high expectations on their child to succeed. Either of these extremes can be detrimental to a child's mental health, with a wide range of variations in between. Therefore, a key component of this project is to engage parents.
- k) Linkage with Other MHSA Projects: This project will coordinate with the providers of other PEI projects where the subject matter of the project is appropriate for the age group and service needs (e.g., SAMHSA Model Programs, Mental Health First Aid, PFLAG Community Education, Foster Care Continuum Training, Suicide Prevention and Stigma Reduction), CSS Project

3a: TAY Engagement, Wellness and Recovery, WET Program 4: Early Indicators of Mental Health Issues, and WET Program 5: Suicide Education and Training.

3. Staffing Requirements:

- a) The successful proposer will be responsible for establishing cohesion and collaboration between school personnel, parents, students, and community organizations in the provision of services under this project.
- b) This project will utilize Licensed Clinical Social Workers (LCSWs), Associate Social Workers under required supervision (ASWs) or credentialed School Counselors to provide referrals, therapeutic interventions, and case management services. Licensed Marriage and Family Therapists (LMFTs) or Marriage and Family Therapists Interns (MFTIs) may provide therapeutic interventions through this project, but the primary case manager shall be an LCSW, ASW or credentialed School Counselor. All therapeutic interventions must be performed by appropriately licensed or pre-licensed individuals.
- c) Para-professionals may be utilized for outreach and education, delivery of groups and/or classes provided the individual is an authorized instructor for the group/class offered, assist with referrals, assist with linkage to services, assist with follow-up regarding linkage, and provide other supportive non-clinical services.
- d) Administrative staff may be utilized for basic coordination, reporting and invoicing.

4. Service Delivery Area

The service delivery area is in middle and high schools designated to participate in this pilot project. Services shall be provided to students at the schools identified in the pilot project at schools, homes, libraries and other locations identified by the students or the family and approved by the service provider as a safe, private and appropriate place for the activities provided under this project.

Based on the results of the California Healthy Kids surveys for school year 2012-13 (or 2011-12 if more recent data was unavailable), the proposed schools identified to participate in the pilot are:

- El Dorado County Office of Education Non-Traditional Schools (Charter Community School and El Dorado Trade School)
- Camerado Springs Middle School
- Oak Ridge High School
- Ponderosa High School

These schools were selected for this project based on the total percent of students identifying feelings of hopelessness ("During the past 12 months, did you ever feel so sad

or hopeless almost every day for two weeks or more that you stopped doing some usual activities?”) or thoughts of suicide (“During the past 12 months, did you ever seriously consider attempting suicide?”), along with the total number of students representative of the percentage (i.e., if 25% of the students identified they felt hopeless and there are 600 students, then approximately 150 students may have feelings of hopelessness).

5. Reporting

The successful Proposer shall collect and provide data as required and in the format provided by HHSA/MHD to document each of the services provided and demonstrate the outcomes of the Prevention and Early Intervention for Youth in Schools program. Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high speed internet.

a) Program Evaluation (Quality Assurance / Quality Improvement)

Evaluation of this pilot project will be performed by the successful Proposer and by the County’s MHSA team on a regular basis utilizing the criteria set forth below for Outcome Measures, and determining the progress towards reaching the Short-Term and Long-Term Goals identified below, and may involve the service provider, students, their parents, school personnel and other individuals or entities (e.g., the Mental Health Commission). Outcomes will also be reviewed as part of the annual community planning process. Program adjustments will be incorporated as needed based on evaluation outcomes.

The contracted provider will be required to submit monthly, quarterly, and annual reports.

Outcome measures for this project identified in the FY 2015-16 MHSA Plan are:

Measurement 1: Continued engagement of students and parents in this project, including rate of attendance/missed appointments.

Measurement 2: Self-assessments measuring pre-, interim- and post-participation self-perceptions, and pre-, interim- and post-participation assessments completing by the referring party, as allowed by law, to measure the referring parties’ perceptions of the students enrolled in this project. May also include parental assessments.

Measurement 3: Truancy rates/absences of the students enrolled in this project.

Measurement 4: The number of referrals for behavior problems or other disciplinary actions for the students enrolled in this project.

Measurement 5: The number of school dropouts within the students enrolled in this project.

Measurement 6: The number of incarcerations within the students enrolled in this project.

Measurement 7: The number of attempted or completed suicides by students enrolled in this project.

Measurement 8: School-wide surveys to determine the level of knowledge about mental illness, available resources, and willingness to discuss mental health concerns.

Measurement 9: The California Healthy Kids Surveys will measure the long-range outcomes at the schools where this project is implemented as it relates to feelings of hopelessness and suicidal thoughts. The outcomes of this measurement may not be available annually or during the pilot period of the project.

Reports must include, but are not limited to the following:

Monthly: Within ten (10) days after the end of each calendar month, Contractor shall submit to HHSA/MHD the outcomes of program evaluations and any suggested changes to the program. Program evaluation tools to be utilized must be identified in the bid.

Quarterly: Within thirty (30) days after the end of each quarter, Contractor shall submit to HHSA/MHD quarterly unduplicated totals of the number of clients served, client demographics, services performed, and service locations. Outcome Measures for the quarter are to be reported. The quarters shall be defined as January through March, April through June, July through September, and October through December. Outcome measurement tools to be utilized to measure program success and client satisfaction must be identified in the bid.

Annually: Within thirty (30) days after the end of each fiscal year, outcomes for the year are to be reported. Outcome measures to be utilized to measure program success and client satisfaction must be identified in the bid. This report shall include, at a minimum, identification of program activities offered, program accomplishments, community collaboration activities, and program outcome measures, including but not limited to how the Contractor's program has improved the overall mental health of the students, families, and communities targeted in this project. The Year-End Progress Report shall be completed.

Additional reporting requirements may be identified in any agreement resulting from this RFP based upon reporting needs identified by the County or State of California.

- III. **Proposal Content:** Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point.

Proposers will provide a proposal for Prevention and Early Intervention for Youth in Schools services in El Dorado County. The selected Proposer will utilize the funding from these programs in accordance with the County's MHSA Plan for the Prevention and Early Intervention for Youth in Schools services at the pilot schools selected to participate in the pilot project.

The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed, and labeled in the following order:

- A. **Cover letter:** Provide a "cover Letter" and introduction, including the name and address of the organization or individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representations for the organization, and an expression of the Proposer's ability and desire to meet the requirements of this Request for Proposal. **The letter must be signed by an individual authorized to bind the firm contractually.**
- B. **Table of Contents:** This section shall include a detailed "Table of Contents" and an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.
- C. **Narrative:** Describe in detail (no more than 15, single-spaced, one-sided 8.5 x 11" pages) a program plan illustrating how program philosophy, fidelity to the model, cultural competency, performance outcomes, and the effective use of funding will be met, as outlined in the Evaluation Section. Identify the specific staffing model to be utilized.

This plan should clearly demonstrate the Proposers' understanding of the performance expectations as well as how the requirements will be met and which models/practices will be utilized. By virtue of submitting a response to this RFP, Proposer understands, acknowledges, and agrees to the standard terms and conditions of Exhibit "A."

Proposals submitted in response to the RFP must also:

- Be realistic in scope, staffing and capacity of the organization and within the available funding;
 - Identify how proposers will engage in active outreach, engagement and culturally competent practices;
 - Identify how proposer will measure outcomes;
 - Include a statement of proposer's ability to support in spirit and practice for the five essential elements of the MHSA;
 - Include a statement of proposer's ability to adhere to the El Dorado County MHSA policies regarding the MHSA principles and culturally competent practice expectations and requirements; and
 - Include a statement of proposer's ability to meet the minimum insurance requirements set forth in the sample agreement.
- D. **Insurance Requirements:** A written statement of your firm's ability to comply with the insurance requirements set forth in Exhibit "A".

- E. **Budget Plan:** Identify all program and operating expenses, including the specific expenditure category, personnel who will be working in this program by position title, qualifications by position title, duties to be performed, hourly rate, benefits, and hours per year. Budget must be broken down by fiscal year. Also provide any information about leveraged funds. No more than 15% of the budget may be allocated to administrative costs.
- F. **Non-Supplantation:** The services provided through this program cannot supplant existing services provided through the schools or other funding sources. Bids must identify how this requirement will be monitored.
- G. **Fiscal Responsibility:** Bids must identify how fiscal responsibility will be maintained. The funding identified in this RFP must cover the entire period identified under Term of Agreements below. Bids must also identify how fiscal responsibility in the past has been maintained, highlighting the use of County funds.
- H. **Record Keeping:** Bids must identify how accurate record keeping will be maintained and demonstrate how accurate record keeping has been maintained, highlighting record keeping for County-funded programs.
- I. **Additional Data:** (this Section shall be limited to five pages) Include any other data the Contractor deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to information contained in Section A thru H. If there is no additional data, this section will consist of the statement, "We wish to present no additional data."

(the remainder of this page is intentionally left blank)

- IV. **Proposal Submittal:** Proposers must submit one (1) original and six (6) copies of their proposal, along with any addenda, in a sealed envelope or container, clearly marked “**RFP #16-952-051 – MAILROOM DO NOT OPEN**”, **no later than 3:00 PM – March 25, 2016**, to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered “non-responsive.” Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Ashley Wells, Department Analyst at (530) 621-5804.

- V. **Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 PM – on February 26, 2016**. All envelopes or containers must be clearly labeled “**RFP #16-952-051, QUESTION**” for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County’s assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **March 4, 2016**.

All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts
360 Fair Lane
Placerville, California 95667
RFP #16-952-051 Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

- VI. **Public Records Act:** All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the County as not being public documents that must disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the RFP number on the outside of the envelope. All materials submitted in response to this Request for Proposal shall become the property of the County and will not be returned.
- VII. **Valid Offer:** Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract, nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

- VIII. **County's Rights:** The County reserves the right to:
1. Request clarification of any submitted information
 2. Waive any informalities or irregularities in any qualification statement
 3. Not enter into any agreement
 4. Not select any consultant
 5. Cancel this process at any time
 6. Amend this process at any time
 7. To award more than one contract if it is in the best interest of the County
 8. Interview consultants prior to award
 9. To request additional information during an interview

- IX. **El Dorado County Web Site Requirements:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/her of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the

original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

X. Evaluation: Proposals shall be evaluated by a team composed of representatives from HHSA and the El Dorado County Mental Health Commission on the basis of:

A. Project Summary - 10%

Proposed services, client characteristics, and the agency(ies) to be involved.

B. Agency Background Information and Direct Services Provided - 15%

Number of years providing services, staff qualifications, demonstrated fiscal responsibility, ability to provide services that are culturally and linguistically appropriate, and service capacity.

C. Program Design - 35%

Detailed description of services meeting program requirements, including quality of services, hours of services, parental involvement, the specific services and program models/practices to be provided, and the staffing to be utilized.

D. Collaboration - 10%

Addresses how and with whom collaboration will be implemented to achieve the overall goals and requirements of the program.

E. Data Tracking and Reporting - 15%

Determining the number of individuals served in each service area, demographics, demonstrated effective record keeping, effectiveness of program, client satisfaction preparing required reports, ongoing quality assurance and how necessary adjustments to program will be addressed.

F. Program Budget - 15%

Budget for all projected expenditures.

These evaluation criteria shall be used as the basis for an initial evaluation of the proposals. However, the final recommendation of the evaluation team shall be based on its evaluation of all relevant factors and its determination as to which proposals best comply with the intent of MHSA and the County's MHSA Plan.

The evaluation team's recommendation need not be in strict conformance with the numerical results arrived at in applying the evaluation criteria.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

- XI. Award:** The County is seeking to identify one provider to provide all services identified in this RFP. Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

- XII. Business License Requirement:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

- XIII. Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Your participation in the RFP process is important to El Dorado County!

Exhibit A Sample Agreement for Services

AGREEMENT FOR SERVICES #____-_____

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and _____, a _____, duly qualified to conduct business in the State of California, whose principal place of business is _____, and whose Agent for Service of Process is *Company name, physical address*, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide _____; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire _____.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be _____.

Total amount of this Agreement shall not exceed _____.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department
Address
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article _____, Default, Termination, and Cancellation.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide

for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
(Department Name)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

(COMPANY NAME)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects 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.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this

Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is (name), (title), (department), or successor.

ARTICLE XXVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXX

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "C", which is incorporated herein for all intents and purposes.

ARTICLE XXX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Name
Title
Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Name
Title
Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

OR

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

IF CORPORATION, LLC, ETC.
(COMPANY NAME, INC.)
(A [NAME OF STATE] CORPORATION)

IF SOLE PROPRIETOR, ETC., DELETE THIS TEXT

By: _____

Name
Title
"Contractor"

Dated: _____

By: _____

Corporate Secretary

Dated: _____

(insert contract preparer's initials)

(insert purchasing assigned contract #)



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 1 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 2 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

POLICY:

1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 3 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
 - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 4 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- (3) Out-of-county overnight travel.
- (4) Members of boards or commissions, or non-county personnel.
- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 5 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

d. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

- (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
- (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.
- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 6 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.
- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
 - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 7 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

- a. a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement above the maximum shall be at the sole discretion of the Chief Administrative Officer.

- b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County



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officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) When employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) When the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) When Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.



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Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

Maximum Allowable Meal Reimbursement

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when



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the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim.

Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the



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department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



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- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the



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end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

h. **Expense Claim Form**

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.

MHSA Year-End Progress Report (Fiscal Year)

Program/Services Implementation – Prevention and Early Intervention (PEI)

Please provide the following information for this reporting period:

- 1) Briefly report on how implementation of the Prevention and Early Intervention for Youth in Schools project is progressing (e.g., whether implementation activities are proceeding on target and as described in the County's MHSA Plan), and any major accomplishments and challenges.
- 2) Briefly report on how the Prevention and Early Intervention for Youth in Schools project has improved the overall mental health of the children and families by addressing the primary negative outcome that is the focus of the Prevention and Early Intervention for Youth in Schools project: (1) suicide; (2) incarcerations; (3) prolonged suffering; (4) school failure or dropout; (5) homelessness; (6) unemployment; and (7) removal of children from their homes.
- 3) Provide a brief narrative description of progress in providing services through the Prevention and Early Intervention for Youth in Schools project to unserved and underserved populations.
- 4) Provide a brief narrative description of how the Prevention and Early Intervention for Youth in Schools services are provided in a culturally and linguistically competent manner, including activities to reduce racial/ethnic disparities.
- 5) Provide a brief description of activities performed related to local and county-wide collaboration, outreach, access/linkages to medically necessary care, stigma reduction and discrimination reduction.
- 6) Provide the outcomes measures of the services provided. Outcome measures for the Prevention and Early Intervention for Youth in Schools project are:
 - Measurement 1: Continued engagement of students and parents in this project, including rate of attendance/missed appointments.
 - Measurement 2: Self-assessments measuring pre-, interim- and post- participation self-perceptions, and pre-, interim- and post- participation assessments completing by the referring party, as allowed by law, to measure the referring parties' perception of the students enrolled in this project. May also include parental assessments.
 - Measurement 3: Truancy rates/absences of the students enrolled in this project.
 - Measurement 4: The number of referrals for behavior problems or other disciplinary actions for the students enrolled in this project.
 - Measurement 5: The number of school dropouts within the students enrolled in this project.
 - Measurement 6: The number of incarcerations within the students enrolled in this project.
 - Measurement 7: The number of attempted or completed suicides by students enrolled in this project.
 - Measurement 8: School-wide surveys to determine the level of knowledge about mental illness, available resources and willingness to discuss mental health concerns.

Exhibit B

- Measurement 9: The California Healthy Kids Surveys will measure the long-range outcomes at the schools where this project is implemented as it relates to feelings of hopelessness and suicidal thoughts. The outcomes of this measurement may not be available annually or during the pilot period of the project.
- 7) Provide total project expenditures and the type and dollar amount of leveraged resources and/or in-kind contributions.
 - 8) Provide any additional relevant information.

SAMPLE

Sample Agreement for Services
Exhibit “C”
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, “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 § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI

- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) disclose PHI as necessary for BA's operations only if:
 - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
 - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
 - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).

- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
6. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
 - C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.