



VENTURA COUNTY
BEHAVIORAL HEALTH

A Department of Ventura County Health Care Agency

REQUEST FOR PROPOSAL

PEER SERVICES

Rev 1, February 8, 2016

ISSUED: February 5, 2016

DUE: March 18, 2016

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SECTION 1.0 GENERAL INFORMATION

Ventura County Behavioral Health Department Request for Proposals (RFP) Summary

Purpose

Ventura County Behavioral Health Department (VCBH), a division of the County of Ventura, is soliciting proposals from qualified providers to develop and operate a peer recovery, support and employment program that will train and certify Peer Recovery Coaches to work within the VCBH system. Peer Recovery Coaches will provide support, education, outreach and engagement services to VCBH consumers or potential consumers from a lived experience approach. They will also provide job readiness skills training to identified VCBH clients. The initial anticipated contract period will be from July 1, 2016 through June 30, 2017. Interested providers must be skilled in and experienced in operating programs that train and employ peer staff and have knowledge in training and implementing peer-run evidence based practices, and in the measurement and reporting of outcome measures linked to evidence-based practices. This RFP contains the terms, conditions, and instructions that are to be agreed to and followed in preparing a proposal. Proposals are due no later than 4:00pm on March 18, 2016.

Timeline (subject to change)

Issue RFP	February 5, 2016
Bidder Registration	February 10, 2016
Bidder Questions Due to VCBH	February 17, 2016
Non-Mandatory Bidder Conference	February 25, 2016
Proposals Due by 4 p.m.	March 18, 2016
Contractor Selection/Notification	May 11, 2016
Contract Finalized	May 16, 2016
Board of Supervisors Approval Received	June 14, 2016
Operations Initiated by Contractor	July 1, 2016

Registration

Each bidder is responsible for registering via email with Peter Owen, VCBH Contracts Administration, in order to ensure that they are forwarded any RFP addenda or updated information. Please supply bidder's company name, contact name, email, and phone number. See the contact information section below.

VCBH Website

The RFP, RFP forms, Questions and Answers, and any general updates will be posted on the VCBH website at the following address:

<http://vchca.org/behavioral-health/request-for-proposals>

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Contact Information

All questions related to this RFP may be directed to Peter Owen at (805) 981-5410, peter.owen@ventura.org, or by mail (see below). Mr. Owen is the only individual at VCBH that is authorized to answer questions related to this RFP.

VCBH Contracts Administration
Attention: Peter Owen, Peer Services RFP
1911 Williams Drive, Suite 200
Oxnard, CA 93036

**SECTION 1.0
GENERAL INFORMATION****1.1 Purpose of RFP**

Ventura County Behavioral Health Department (VCBH), a division of the County of Ventura, is soliciting proposals from qualified providers to develop and operate a peer recovery, support and employment program that will train and certify Peer Recovery Coaches to work within the VCBH system. Peer Recovery Coaches will provide support, education, outreach and engagement services to VCBH consumers or potential consumers from a lived experience approach. They will also provide job readiness skills training to identified VCBH clients. The initial anticipated contract period will be from July 1, 2016 through June 30, 2017. Interested providers must be skilled in and experienced in operating programs that train and employ peer staff and have knowledge in training and implementing peer-run evidence based practices, and in the measurement and reporting of outcome measures linked to evidence-based practices. This RFP contains the terms, conditions, and instructions that are to be agreed to and followed in preparing a proposal. Proposals are due no later than 4:00pm on March 18, 2016.

1.2 Nomenclatures

The terms Bidder, Vendor, or Proposer may be used interchangeably in this RFP to designate an organization interested in responding to this RFP. The terms RFP, RFP Solicitation, or Solicitation refer to all proposal documents and related addenda produced by VCBH and provided to prospective Bidders. The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in this RFP and shall refer exclusively to the organization with whom VCBH enters into a contract because of this RFP.

1.3 VCBH Background

VCBH is the public authority at the County level responsible for mental health services and substance use disorders. As a public agency, VCBH is responsible for assisting many of the County's most vulnerable residents. VCBH provides leadership, coordination, and oversight of prevention, early intervention, treatment, and recovery support services for the following populations:

- Transitional Aged Youth (TAY) ages 18 to 25, Adults, and Older Adults who have a serious and persistent mental illness.
- Children and adolescents who have a severe emotional disturbance and behavioral problems.
- Individuals in acute psychiatric crisis.
- Individuals who have Medi-Cal, private insurance, no insurance, or who are underinsured.

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VCBH is committed to providing comprehensive mental health services and ensuring that a full continuum of care is available for our clients. VCBH provides mental health services through county operated outpatient clinics, regionally based county service teams, and various contract providers. VCBH strives to ensure that the mental health services that are provided to our clients are consumer driven, integrated, recovery oriented, and culturally competent.

1.4 Peer Project Model

Peer support services is a best-practices model for supporting people with mental illness. The model relies on consumers who live with mental illness or a co-occurring disorder to provide peer-to-peer coaching and support to others, drawing on their own experiences to promote wellness and recovery. Peer support services can be provided in a variety of settings, for example:

- a) Recovery Education Programs: Teaching classes in evidence based practices such as Wellness Recovery Action Plan (WRAP) and facilitating the development of peer-run support groups.
- b) Psychosocial rehabilitation: providing one-on-one peer support, providing job readiness skills and assist clients in supportive employment endeavors.
- c) Outreach services: providing outreach and engagement services to consumers who have failed to engage with the mental health system resulting in frequent inpatient hospitalizations and incarceration.
- d) Providing peer support services on intensive community treatment teams by engaging clients, assisting them in developing and implementing their individual treatment plan, teaching daily living skills such as transportation training and sharing their own recovery journey to inspire and support the consumer in their journey to recovery.

1.5 Clientele and Target Population

To qualify as a certified peer recovery coach, the trainees must currently be receiving or have received behavioral health services with VCBH or a contracted entity or a comparable behavioral health treatment program. Preference will be provided to consumers who are in recovery with a serious mental illness or co-occurring disorder.

Peer Recovery Coaches employed by the successful contractor will provide services at various programs (i.e. Older Adults and Empowering Partners through Integrated Community Services (EPICS)), at selected supportive housing sites, and at outreach and engagement programs such as Screening, Triage, Assessment and Referral (STAR) that serves clients of all ages who are entering the county's behavioral healthcare system. The program coordinates access so that clients

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receive timely, appropriate and consistent information and linkage to applicable mental health services, or Rapid Integrated Support and Engagement Program (RISE) unit dedicated to helping people who have traditionally “fallen through the cracks” link to the appropriate level of mental health care. RISE provides crisis prevention and crisis resolution services for lower level crises and coordinates with the Adult Crisis Team and CIRT for moderate to severe crisis response. Each team has a Community Services Coordinator and a Peer Recovery Coach who seek out clients where they live or congregate including shelters, community centers, libraries, parks, etc.

Historically, the demographics of VCBH clients overall are:

- 50% male and 50% female
- 46% Latino, 4% African American, 2% Asian/Pacific Islander, 1% Native American
- 48% of clients are 25-64 years of age and 4% are 65+ years of age
- 12% are monolingual Spanish speaking
- 33% are diagnosed with a thought disorder, 50% with a mood disorder, and 28% are diagnosed with a mental health and substance abuse disorder

1.6 **Budget**

The bidder’s budget must respond to the staffing guidelines, training, supervision, management, and services detailed in this RFP. The budget is to detail expenses for a twelve month period (see Attachment A). The estimated term of the program is July 1, 2016 through June 30, 2017, not to exceed a twelve month budget of **\$1,150,000**, this amount does not include the cost of the office space at 1911 Williams Dr. Oxnard, CA and will be provided by VCBH.

1.7 **Timeline**

The RFP schedule is provided below (this schedule is subject to change):

Issue RFP.....	February 5, 2016
Bidder Registration.....	February 10, 2016
Bidder Questions Due to VCBH.....	February 17, 2016
Non-Mandatory Bidder Conference.....	February 25, 2016
Proposals Due by 4 p.m.....	March 18, 2016
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Contract Finalized.....	May 16, 2016
Board of Supervisors Approval Received.....	June 14, 2016
Operations Initiated by Contractor.....	July 1, 2016

SECTION 1.0**GENERAL INFORMATION****1.8 RFP Questions and Bidder Conference**

It is the responsibility of each bidder to ensure that they are clear on the proposal requirements. A non-mandatory pre-proposal conference will be held at 2:00 p.m. on Thursday, February 25, 2016 in the VCBH Training Room located at 1911 Williams Drive, 1st floor, Oxnard, California. The purpose of this conference is to clarify the RFP requirements and answer bidder questions.

In order to provide comprehensive answers and minimize response time, bidders must submit their questions in writing prior to the conference. All questions must be provided to Peter Owen at peter.owen@ventura.org or (805) 981-5410 by Wednesday, February 17, 2016. No additional questions will be accepted after this deadline. The questions and answers discussed at the pre-proposal conference will be distributed via email to all registered bidders and posted on the VCBH web site.

1.9 Bidder Eligibility**Suspension and Debarment**

To be eligible to submit a proposal, a bidder **must not** be listed as an ineligible person on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities from federal programs or the California Department of Health Care Services Suspended and Ineligible Provider List for Medi-Cal program services. The Office of Inspector General defines an ineligible person as any individual or entity that is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs. They are also defined as any individual or entity that has been convicted of a criminal offense related to the provision of health care items/services and who has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility. The California Department of Health Care Services defines a suspended individual or entity as those that have: (1) been convicted of a felony or misdemeanor involving fraud, abuse of a Medi-Cal program or any patient, or otherwise substantially related to the qualification, functions, or duties of a provider of services, (2) been suspended from the federal Medicare or Medicaid programs for any reason, (3) lost or surrendered a license, certificate, or approval to provide health care, or (3) breached a contractual agreement with the California Department of Health Care Services that explicitly specifies inclusion on their Suspended and Ineligible Provider List as a consequence of the breach. **VCBH will not review a proposal submitted by an individual or entity on either list.**

VCBH plans to use the following links to identify individuals and entities that are not eligible to contract with VCBH: <http://exclusions.oig.hhs.gov/> and <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>. **Each bidder should verify that it is not on either list prior to submitting a proposal.** If a bidder is erroneously listed on either sanction list, they will be responsible for correcting the error prior to the

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submittal of their proposal.

VCBH requires that all potential contract entities self-disclose any pending charges or convictions against them or any individual with their organization for violations of criminal law, any sanctions, and any disciplinary actions by any federal or state law enforcement agency, regulatory agency, or licensing agency (including exclusion from Medicare and Medicaid programs).

If a contractor and/or individual within the contractor's organization become an ineligible person after VCBH has executed a contract with the entity/individual, the contractor/individual shall be removed from any responsibility and involvement with the VCBH contracted obligations that are related to federal or state health care programs/funding.

California Secretary of State Business Entities Search

Business entities registered with the California Secretary of State as a corporation, limited liability company, or limited partnership must have an active status designation on the California Secretary of State Business Entities Search website. VCBH will not review a proposal submitted from an entity that has any other status designation. VCBH plans to use the following link to verify a business entity's status: <http://kepler.sos.ca.gov/>. Each bidder should verify their status designation prior to submitting a proposal. If a bidder's status requires correction, this correction must be made prior to the submittal of their proposal.

Vendor Required Experience

A bidder must have a minimum of three (3) years experience in training and employment of peer support coaching staff. In their proposals, bidders will need to detail services they have provided that are similar to the services outlined in this RFP without contract failures.

SECTION 2.0**INSTRUCTIONS TO BIDDERS/RULES GOVERNING COMPETITION****2.1 Submittal Deadline**

Completed proposals should be sealed and clearly marked: Peer Services RFP and must be delivered no later than 4:00 p.m.,* March 18, 2016 to:

VCBH Contracts Administration
Attention: Peter Owen, Peer Services RFP
1911 Williams Drive, Suite 200
Oxnard, CA 93036

*Note: The website www.time.gov (Pacific Time Zone) will be used as the official US time.

Please submit one (1) original hard copy that is marked as "MASTER" and ten (10) identical hard copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions. In addition to submitting the hard copies of your proposal, please submit an electronic version** of your proposal to Peter Owen at peter.owen@ventura.org.

If discrepancies are found between the proposal copies, or between the original proposal or copies, the original "MASTER" proposal will provide the basis for resolving such discrepancies. If one document is not clearly marked as the "MASTER" proposal, VCBH reserves the right to use the original as the Master. If no document can be identified as an original proposal, bearing original signatures, the proposal may be rejected at the discretion of VCBH.

Bidders are allowed to submit more than one proposal with different methods of meeting the RFP requirements. If a Bidder submits more than one proposal, one proposal must be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1", "Alternate Proposal 2", etc. Each base proposal and alternate proposal shall be submitted in accordance with the terms and conditions of this RFP.

Bidders are responsible for making certain their proposals are received by the VCBH Contracts Administration Division on or before the proposal submittal deadline and that the hard copies of the proposal are time stamped by VCBH staff. The receiving time in the VCBH Contracts Administration Division will be the governing time for acceptability of proposals---no late submittals will be allowed. No oral, telegraphic, electronic**, faxed, or telephone proposals will be considered.

Note: An electronic version of your proposal is required, but this electronic version is **in addition to the required hard copies.

SECTION 2.0**INSTRUCTIONS TO BIDDERS/RULES GOVERNING COMPETITION****2.2 Proposal Response**

Bidders must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Bidders should keep copies of their submittals for future reference.

Bidders who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating “No Proposal.” Please include the name and address of the organization and contact information. Bidders who fail to respond to proposal solicitations may be removed from the VCBH RFP mailing list.

2.3 Modification of Proposals

If a Bidder wishes to make modifications to a proposal that has already been submitted to VCBH, they must withdraw the proposal in order to make the modifications. All modifications must be made in ink, properly initialed/executed by the Bidder’s authorized representative, and submitted in accordance with the terms and conditions of this RFP. **It is the responsibility of the Bidder to ensure that modified proposals are resubmitted before the submittal deadline.** Proposals cannot be changed or modified after the submittal deadline.

Bidders may withdraw their proposals any time before the submittal deadline by submitting a notification of withdrawal that is signed by the Bidder’s authorized agent.

2.4 Opening of Proposals

Proposals will not be opened publicly. However, a list of the names of the organizations that submitted a proposal will be available within a reasonable time after the submittal deadline. Proposals will be made public and may be inspected at the time of award.

2.5 Examination of the Request for Proposal

Bidders should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to the Bidder.

Bidders shall be presumed to be familiar with all specifications and requirements of this RFP. Failure or omission to examine any form, instrument or document shall in no way relieve bidders from any obligation with respect to this RFP.

SECTION 2.0**INSTRUCTIONS TO BIDDERS/RULES GOVERNING COMPETITION****2.6 Proposal Validity**

Proposals submitted hereunder shall be firm for 150 calendar days from the due date and through the initial 12 month period of operation.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this RFP. Proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Bidder's ability to provide the services described in this RFP and meet the needs of VCBH.

Please note that some RFP questions require that the Bidder provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for the rejection of a proposal. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness/clarity of content.

In order to facilitate the evaluation and comparison of all submitted proposals, Bidder proposals should be submitted in the format described in this RFP. Specifically, Bidders should present their proposals in the order described in Sections 3.2 and 3.3 of this RFP (each section and all attachments should be clearly labeled). Format instructions must be adhered to; all RFP requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Please respond to this RFP solicitation on 8 1/2" X 11" paper using either Times New Roman or Arial font and no smaller than 11 point font size. Margins should be one inch all around. All pages must be numbered. Single or double spacing is acceptable. Proposals must be binder clipped.

2.8 Costs Incurred in Responding

VCBH will not pay any costs incurred in proposal preparation, presentation, demonstration, or negotiation. Nor does VCBH commit to procure or contract for any services. All costs of proposal preparation shall be borne by the bidder. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of VCBH when submitted to VCBH and may be considered public information under applicable law. VCBH assumes no liability for any costs incurred by bidders throughout the entire selection process.

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2.9 Addenda

VCBH will issue written addenda in order to make changes, additions, or deletions to this RFP. Oral communications regarding this RFP **will not** be valid or binding, nor excuse the successful bidder of any obligations hereunder, unless set forth in writing by VCBH. Addenda will be sent to all known Bidders that register with VCBH and be made available on the VCBH website. Bidders must acknowledge and return all Addenda on or before the proposal submittal deadline. It is the responsibility of each Bidder to ensure that VCBH has their correct business name, address, and contact information on file. Any prospective Bidder who obtains a copy of the RFP documents from any other source other than VCBH is responsible for advising VCBH that they have said documents and that they wish to receive subsequent Addenda.

2.10 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. All received proposals will be subject to the California Public Records Act, Government Code §6250. Under the California Public Records Act, VCBH may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded.

One exception to this required disclosure is information which fits within the definition of a confidential trade secret (Government Code section 6254(k)) or contains other technical, financial, or other data whose public disclosure could cause injury to the bidder's competitive position. If any bidder believes that information contained in its response to this RFP should be protected from disclosure, the bidder must specifically mark the pages of the response that contain the information. The County will not honor any attempt by the bidder to designate its entire proposal as proprietary.

2.11 Commitments, Warranty, and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Bidders are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by a bidder within the scope of this procurement shall be binding upon the bidder whether or not incorporated into a contract document. Failure of the bidder to fulfill any such commitment shall render the bidder liable for liquidated or other damages due to VCBH under the terms of the contract. For the purpose of this procurement, a commitment by a bidder includes:

- Any modification, affirmation, or representation as to the above, which is made by a bidder in or during the course of negotiation.

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- Any representation by a bidder in a proposal, supporting document, or negotiations about the services to be performed (regardless of the fact that the duration of such commitment may exceed the duration of the contract).

2.12 Proposal Validation/Evaluation/Award**Validation**

Proposals will be checked for the information required to conform with this RFP. The absence of required information may be cause for rejection.

Evaluation

The successful bidder shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The bidder's background, experience, and organizational stability will be assessed. The evaluation will focus on the bidder's record of successful service and support to accounts of comparable size and environment. The ability of the bidder will be evaluated in terms of technical resources, staffing, and staff experience.

Client references will be contacted and their responses will become a part of the award/review process.

2. Compliance with Contract Terms and Conditions

The ability of the bidder to meet and abide by the contract terms and conditions set forth in the attached agreement without requiring modification to the agreement.

3. Support

Emphasis will be placed on the bidder's ability to service and support the needs of VCBH and the clients/families we serve. The Bidder's organizational structure, staffing plan, and method for meeting the requirements of this RFP, in the most efficient manner possible, will be an important consideration.

4. Requirements/Specifications (plan and approach)

Proposals will be evaluated on the following: general quality and responsiveness to the terms, conditions, and time of performance,

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completeness and thoroughness, grasp of the work to be performed, approach to be used, and ability to meet the requirements/specifications outlined in this RFP.

5. Cost

The proposals will be evaluated on the basis of the bidder's reasonableness of cost.

Award

The contract will be awarded to the Bidder offering the most advantageous proposal after consideration of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. VCBH will establish an Evaluation Committee that will be responsible for evaluating all proposals received in accordance with the evaluation criteria. The Evaluation Committee may also:

- Contact and evaluate the Bidder's and any subcontractor's references
- Contact any Bidder to clarify any response
- Contact any current users of a Bidder's services
- Solicit information from any available source concerning any aspect of a proposal
- Seek and review any other information deemed pertinent to the evaluation process.

VCBH reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of the contract. VCBH will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of VCBH after all factors have been evaluated. While VCBH intends to enter into a contract for these services, it will not be bound to do so. VCBH reserves the right to reject any or all proposals.

VCBH shall be the sole judge of the successful offers hereunder. VCBH reserves the right to award the contract to a Bidder that might not have submitted the lowest total price and negotiate with any or all Bidders. Bidders are advised that it is possible that an award may be made without discussion or any contact concerning the received proposals. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful Bidder. A Notification of Intent to Award may be sent to any selected Bidder, but does not

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obligate VCBH to award the contracts until the completion of the entire RFP process. Award is contingent upon the successful negotiation of the final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Bidders unless an agreement is reached. If contract negotiations cannot be concluded successfully, VCBH may negotiate with the next highest scoring Bidder or withdraw the RFP. County Board of Supervisor's approval is required for all contracts that exceed \$100,000.

The contractor shall not commence work until a meeting is held between representatives of the contractor and VCBH. The meeting will be held at VCBH, at a time and date to be established.

2.13 Presentations

Bidders may be invited to make presentations to VCBH staff.

2.14 Site Visits

VCBH reserves the right to schedule site visits to bidder's facilities or current operational sites in order to assess the capability and ability of the bidder to fulfill their contractual obligations with VCBH.

2.15 Additional Information

If during the evaluation process, VCBH is unable to determine a bidder's ability to perform, VCBH has the option of requesting any additional information that VCBH deems necessary to determine the bidder's ability. The bidder will be notified and permitted five (5) business days to comply with any such request.

2.16 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, VCBH may reject the proposal. However, VCBH may at its sole option, correct any mathematical errors in price.

VCBH may waive any immaterial deviation or defect in a proposal. VCBH's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP requirements, if awarded a contract.

2.17 Rejection of Proposals

VCBH reserves the right to reject the proposal of any bidder who:

- Previously failed to perform adequately for the County or any other governmental agency within the previous twelve (12) months.

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- Submits false, incomplete, or unresponsive statements in a proposal.
- Is in default on the payment of taxes, licenses, or other monies due to County.
- Submits a proposal that contains errors or discrepancies.

2.18 RFP Cancellation

VCBH reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.19 Protest Procedures

For a protest to be considered, the protest must be made in writing, signed by the bidder's authorized representative, and delivered to the VCBH Contracts Manager at 1911 Williams Drive, Suite 200, Oxnard, CA 93036. The VCBH Contracts Manager reserves the right to refuse to hear protestors who have not followed the procedures listed below.

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions, or any other aspects of the RFP solicitation must be made before the proposal submittal deadline.
- b. After Proposal Submittal Deadline. Protests of award must be made, no later than five (5) calendar days after the aggrieved party knows or should have known of the facts giving rise to the protest.
- c. Protest Content. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor.
 - 2) The signature of the protestor or protestor's authorized representative.
 - 3) The RFP solicitation or contract number.
 - 4) A detailed statement of the legal and/or factual grounds for the protest.
 - 5) The form of relief requested.

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d. Protest Process

- 1) If the VCBH Contracts Manager can resolve the issue, there is no further action required.
- 2) If there is no resolution, the issue will be referred to the VCBH Administrative Services Division Manager for review and resolution. If the issue is resolved, there is no further action required.
- 3) If there is no resolution, the issue will be referred to the VCBH Director who will make a determination on the issue and render a determination. This determination will be final.

The requirements described herein are considered reasonable to meet VCBH's needs. A Bidder who has an alternate proposal to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by VCBH.

SECTION 3.0**PEER SERVICES SCOPE OF WORK/PROPOSAL INSTRUCTIONS****3.1 Scope of Work**

VCBH is soliciting proposals from qualified providers, which are capable of training and certifying consumers as Peer Recovery Coaches and who are able to recruit, train and supervise Peer Recovery Coaches who will provide support, education, outreach, engagement and job readiness skills to VCBH consumers or potential consumers. Preference will be given to bidders with a proven track record of recruiting peer recovery coaches from underserved populations.

VCBH Vision

VCBH acknowledges the important role that Peer Recovery Specialists play in the recovery process for adult clients who suffer from severe and persistent illness. The training and employment of consumers who are able to provide support to VCBH clients from a “lived” experience is a cornerstone of MHSA funding as well as the philosophy of the VCBH department which believes that peer-to-peer services enhances client treatment success and results in the restoration of hope and optimal functioning for clients.

The successful bidder shall be able to provide:

1. Hire, train and supervise 11 Full Time Equivalent (FTE) peer recovery coaches that will be embedded within the VCBH outpatient adult clinics.

The role of the Peer Recovery Coach will be to engage and support consumers receiving mental health services at the adult sites, facilitate group processes, train clients in the development of Wellness Recovery Action Plans, lead support groups, coach and assist clients with their treatment goals. Activities will also include the provision of various psycho-educational groups, and implementing support groups within the various clinics as well as identified supportive housing sites.

2. Provide individual recovery and job-related education to clients in an effort to better prepare them for job readiness within the community.
3. Provide outreach and engagement to folks that are in need of services, leaving the in-patient unit, or those that may have disengaged from County mental health services.
4. The Peer Recovery Coaches will be required to have a valid California driver's license and will be responsible for their own transportation between VCBH sites, meeting clients in the community, and transporting clients, as needed, to attend clinical appointments and classes. Annual mileage estimate is approximately 74,500 miles per year.
5. VCBH will supply 2,445.76 square feet of office space at the 1911 Williams Dr. Oxnard, CA location for staff meetings, and to house program management and administrative staff. The office space will be provided by VCBH and is not included in the \$1,150,000 RFP budget.

SECTION 3.0**PEER SERVICES SCOPE OF WORK/PROPOSAL INSTRUCTIONS****I. Training**

The bidder must identify a training program that will include intensive classroom training, on-the-job training and support in obtaining and maintaining competitive employment as a Peer Recovery Coach, are key cornerstones to a successful proposal.

Peer Recovery Coaches must achieve the following:

1. Understanding of workplace expectations including HIPAA, peer roles, responsibilities, ethics, confidentiality, mandated reporting requirements and boundaries in the mental health field.
2. An understanding of the basic structure of the County mental health system of care including the coordination of care, incorporating the roles of the family, behavioral health professionals and regulatory agencies.
3. An understanding of the recovery process and the role of peer support at each stage of the recovery process.
4. An understanding of the common symptoms of mental illness and co-occurring disorders and best practices in the treatment of consumers with serious and persistent mental illness.
5. An understanding of the basic philosophy and principles of psychosocial rehabilitation and how they relate to the recovery process.
6. The ability to apply trainings received in selected evidenced-based practices into work activities.
7. Ability to create and facilitate a variety of group activities that support and strengthen recovery.
8. Ability to describe key factors in crisis intervention including an understanding of when to alert behavior health professionals or law enforcement officials.
9. Demonstration of communication skills which include the ability to ask open-ended questions, interact sensitively and effectively with people of other cultures and ability to personally deal with conflict and difficult interpersonal relations within the workplace.
10. Ability to support consumers in articulating, setting and accomplishing their goals.
11. Ability to complete the necessary documentation as required by VCBH.
12. Ability to educate and support clients in their employment aspirations.
Assistance may include activities such as developing a resume, preparing for job interviews, practicing work place conflict resolution, etc.

II. Recruitment, Training and Supervision of Peer Recovery Coaches

Peer staff will be hired by the successful bidder to provide services as part of the clinical treatment team at all Adult and Transitional Age County-operated outpatient clinics and specialty programs. Services will be provided at clinic sites and at field sites, including supportive housing sites as requested by VCBH. Specific peer staff will also provide

SECTION 3.0**PEER SERVICES SCOPE OF WORK/PROPOSAL INSTRUCTIONS**

services to unenrolled clients that are outreached and engaged by the STAR & RISE programs. These are clients who potentially will be VCBH clients, and in the case of the RISE program will be in a state of pre-crisis.

Individuals will be recruited by the bidder and will need to meet the following criteria:

1. Be at least 18 years of age.
2. Reside in Ventura County.
3. Possess a high school diploma or GED.
4. Self-identify as a consumer of behavioral health services.
5. Are in recovery and demonstrate the ability to disclose their history of mental illness or co-occurring disorders and have the ability to serve as a role model for recovery.

Selection and placement of peer recovery staff will be done collaboratively between contractor and County. Contractor will ensure the presence of an on-site operations supervisor as well as provide monthly mandatory clinical supervision by a qualified mental health provider.

Peer Recovery Coaches will be trained in selected evidence based practices to facilitate the provision of excellent services. All peer staff will be trained as WRAP facilitators and training in Motivational Interviewing. Additional evidence-based trainings to address supportive employment, management will be determined in collaboration with County.

III. Performance Measures and Program Outcomes

The successful contractor will be expected to complete the following mandatory performance measures at a minimum:

1. Number of unduplicated clients served.
2. Satisfaction and Hopefulness Measures.
3. Number of consumers completing WRAP classes (including pre-post measures).
4. Number of clients receiving services who are hospitalized.
5. Number of groups provided and number of clients attending each group.
6. Number of clients receiving job readiness training.
7. Number of clients connected to outside volunteer or employment opportunities.

VCBH will provide the awarded contractor with direction in establishing a system for data collection and data integrity measures. The awarded contractor may petition VCBH to accept alternative performance measures in addition to those listed above. The awarded contractor is responsible for the mandatory measures until written acceptance of the proposed alternative measures from the VCBH Director or designee has been received. The awarded contractor will assign staff to receive training on data entry, scoring, and reporting as required by the County to implement a performance and outcomes measures system.

SECTION 3.0**PEER SERVICES SCOPE OF WORK/PROPOSAL INSTRUCTIONS****3.2 RFP Proposal Questions and Budget Request**

Bidders responding to this RFP shall demonstrate their ability to implement, manage, and evaluate the performance of the program described in this RFP. Proposals shall include a response to the following areas of interest/questions:

I. Organization Profile and Qualifications (Limited to 2 pages of text)

Bidders must provide an organization profile. The profile must include the following information:

- a) Organization ownership. If incorporated, the state in which the organization is incorporated and date of incorporation.
- b) Location of the organization's offices.
- c) Location of the office servicing any California contracts.
- d) Number of employees both locally and nationally.
- e) Location(s) from which employees will be assigned to the VCBH contract.
- f) Name, address, and telephone number of the Bidder's point of contact for the contract that results from this RFP.
- g) Organization background.
- h) Experience, qualifications, and length of time operating the type of services described in this RFP. Please provide a description of the type of services that were provided, including the number of staff, location of services, and date the services were provided. A minimum of three (3) years' experience providing the type of services described in this RFP is required in order to submit a proposal. The bidder must also include a complete disclosure of any alleged significant prior or ongoing contract failures.
- i) Disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve the Bidder or which the Bidder has been found guilty or liable. Failure to fully comply with this provision may disqualify a proposal.

VCBH reserves the right to reject any proposal based upon the Bidder's prior history with the County or with any other party based on their prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones, or other significant contractual failures.

II. Staff Recruitment, Qualifications, and Productivity (Limited to 3 pages of text plus Resumes, Job Descriptions, and Salary Information)

In this section, the Bidder shall respond to the following questions:

- a) Describe how bidder will recruit, train, supervise, and retain Peer Recovery Coaches that are reflective of the target population served at the VCBH out-patient adult clinic sites as outlined in Section 1.5 of this RFP. Provide a job description for the Peer Recovery Coach position.

SECTION 3.0**PEER SERVICES SCOPE OF WORK/PROPOSAL INSTRUCTIONS**

- b) Identify key staff and their position within the organization, Attachment F. Specifically, identify those individuals that will be directly involved in meeting the day to day requirements of the program, supervising staff, and managing/overseeing the contract. Provide a resume, licenses/certifications, job description, and salary information for these staff members.
- c) If the bidder plans to sub-contract work, indicate the name and address of the organization, type of work, and tasks they will perform. Identify the staff to be assigned, their position, qualifications, and representative experience.
- d) Describe how, in consultation with VCBH, the bidder will establish and monitor staff expectations and productivity in order to maximize the utilization of services and demonstrate efficient management of program personnel and resources.

III. Program Approach and Work Plan (Limited to 6 pages of text)

In this section, the Bidder shall respond to the following items:

- a) Develop an implementation plan that includes a startup budget, transition timeline, training needs, and implementation process.
- b) Based on bidder's experience describe how bidder will develop and implement training curriculum and activities for Peer Recovery Coaches?
- c) Based on bidder's experience how will bidder train and implement evidence based programs operated by Peer Recovery Coaches.
- d) How will bidder provide Peer Recovery Coaches with clinical supervision to ensure they maintain their recovery and wellness?
- e) Describe how the bidder will provide supervision, management and support for the day to day operation.

IV. Risk Management (Limited to 2 pages of text)

The bidder will be providing Peer services in the community and have access to confidential medical records. The Bidder shall:

- a) Describe bidder's written policies and program philosophy regarding peer support specialist expectations and rules when Recovery Coaches are providing services and what training will be provided to assure the appropriate behavior when interfacing with the community and when having access to protected health information (PHI).
- b) Outline the process the bidder will create to monitor and respond to issues between Recovery Coaches and VCBH clients and staff.

SECTION 3.0**PEER SERVICES SCOPE OF WORK/PROPOSAL INSTRUCTIONS****V. Cultural Competency** (Limited to 2 pages of text)

In this section, the Bidder shall:

- a) Describe how staff will work to establish a program that is culturally and linguistically competent (aligned to the population of Ventura County, as outlined in Section 1.5 of this RFP).
- b) Describe any potential challenges to establishing a program that is culturally and linguistically competent and how these challenges will be addressed.

VI. Quality Assurance and Performance Measurement (Limited to 2 pages of text)

In this section, the Bidder shall:

- a) Describe bidder's ability to implement outcome measures that will provide reliable and valid information about the success of the peer support program.
- b) Describe the administrative procedures for monitoring quality assurance, client satisfaction, and outcomes (as defined by your organization, this RFP, and the County/State). Explain how these procedures will lead to improved service delivery and program design.
- c) Describe the supervisory and administrative structure that your organization will use to ensure that the services provided are of the highest quality.
- d) Describe how adherence to the principles of strength-based, consumer, and family-driven services and programming will be routinely assessed and improved upon.

VII. Budget Request (Limited to 3 pages of text, plus Attachment A)

Using the budget templates provided in Attachment A, Bidders are to submit a budget proposal that responds to the guidelines, staffing, and service requirements detailed in this RFP, with a twelve month budget not to exceed \$1,150,000, this amount does not include the cost of the office space, at 1911 Williams Dr. Oxnard, CA, that will be provided by VCBH. It is anticipated that the selected contractor will need to conduct various start up activities in advance of and in preparation for the program implementation. The VCBH contract with the successful Bidder will be for a 12 month period commencing July 1, 2016 to June 30, 2017 allowing for the completion of any start-up related activities. The first year, 12 month, budget proposal should reflect 1 to 2 months of start-up costs and include an implementation schedule, with a not to exceed annual budget of \$1,150,000. The budget should detail expenses, and reflect operational need. Expenses are to detail staffing, direct operational expenses, and indirect expenses (indirect expenses not to exceed 15% of direct expenses) and any one time startup costs. For each budgetary line item, please include a description of the item, your calculations, annual amount, and any additional information that justifies the expense in the narrative section of the budget template.

VCBH reserves the right to adjust the cost and content of the actual program with the selected Bidder. By submitting an offer under this RFP, the Bidder warrants its agreement to the budget proposal. No additional charges/expenses will be allowed unless specified within the proposal response and budget.

SECTION 3.0**PEER SERVICES SCOPE OF WORK/PROPOSAL INSTRUCTIONS****3.3 Required Proposal Information**

Please ensure that your proposal has the following information and structure:

a. **Cover Letter/Signature on Proposal** (Limited to 1 page of text)

A cover letter, which shall be considered an integral part of the proposal, shall be signed by the individual(s) who is/are authorized to bind the bidder contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the bidder's organization.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with program/fiscal questions or contract issues. Include the contact name(s), type of questions/issues they can respond to, title, address, telephone number, fax number, and email address.

b. **Executive Summary** (Limited to 1 pages of text)

Please provide an executive summary of your proposal that clearly shows that your organization is qualified to perform the services described in this RFP and that you fully understand the multiple components of the RFP.

c. **Response to the RFP Proposal Questions and Budget Request (Follow page limits in Section 3.2)**

Please provide a response to the RFP proposal questions that are listed in Section 3.2 of this RFP. Bidder's responses shall address each item in the order given, identify each response by item letter, and include any attachments that are requested. Submit a full explanation of, and justification for, any exemptions or deviations.

d. **Financial Statement** (Limited to 1 page of text plus supporting documents)

Bidders must provide a current and prior year financial statement or their latest annual report. Bidders shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. **References** (Limited to 1 page of text) Attachment E

Bidders should provide a minimum of three (3) references from similar projects performed within the last three years. Information provided shall include:

1. Organization name
2. Project Manager name and telephone number
3. Project description
4. Project dates (starting and ending)

SECTION 3.0**PEER SERVICES SCOPE OF WORK/PROPOSAL INSTRUCTIONS**

5. Staff assigned to the project and who will be assigned to the VCBH contract per this RFP
 6. Dollar value of contract
- f. **Business Continuity Plan** (Limited to 1 page of text)
- Please provide a short description of the plans and procedures your organization has in place to keep operations running smoothly in the event that: (1) one of your key staff members is on vacation or is temporarily or permanently incapacitated and (2) a natural or man-made disaster occurs that disrupts operations.
- g. **Bidder Understanding** (Limited to 2 pages of text)
- Bidders may include an understanding of VCBH's needs or any other information deemed necessary which may not be required in any other section of the RFP.
- h. **Requirements** (Limited to 2 pages of text)
- Bidder shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3.3). A full explanation of and justification for any exemptions or deviations must be provided in this section.
- i. **Compliance with County Standard Contract Terms and Conditions**
(Limited to 3 pages of text)
- Bidders shall review the standard contract (see section 4.1 and Attachment B) and state their acceptance of the contract terms as presented. Any comments, deviations, or exceptions to this contract must be provided in your proposal. Precise substitute wording must be offered in place of any section objected to. It is not sufficient to state merely that an exception is noted to a particular section. Deviations considered excessive by the County may reduce or eliminate a Bidder.
- j. **Payment Terms** (Limited to 1 page of text)
- Customary payment terms are Net 45 days for work performed. Bidders shall indicate their acceptance of these payment terms.
- k. **Non-Collusion Affidavit**
- Bidder proposals must include a signed original of the Non-Collusion Affidavit that is provided in Attachment C (see section 4.6 for more information).

**SECTION 4.0
CONTRACT TERMS AND CONDITIONS****4.1 Compliance with VCBH Contract Terms and Conditions**

The successful bidder will be required to enter into a written contract with VCBH for the services described in this RFP. The County's standard contract (see Attachment B) shall form the basis for any contract entered into hereunder. Please review the attached contract prior to submitting your proposal. Any comments or exceptions to this contract must be included in your proposal.

4.2 Insurance Requirements

The successful Bidder shall acquire and maintain all insurances described in Section 11 of the standard contract (see Attachment B).

4.3 Permits

Unless otherwise provided herein, the successful Bidder shall:

- Obtain all permits and licenses necessary for the performance of the contract.
- Pay all charges and fees necessary for the performance of the contract.
- Give all public notices necessary for the lawful performance of the contract.

4.4 Contract Term

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, VCBH may terminate the contract and contractor will relieve VCBH of any further obligation.

4.5 Payment Terms

Customary payment terms are Net 45 days for work performed.

4.6 Non-Collusion

If there is reason to believe that collusion exists among the Bidders, VCBH may refuse to consider proposals from participants in such collusion. No person, organization, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, organization, or corporation that has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders. Bidders shall submit with their proposal an executed Non-Collusion

ATTACHMENTS

RFP Attachment “A”

Budget Template

Excel Worksheet is available on the VCBH web page, see link below.

<http://www.vchca.org/behavioral-health/request-for-proposals>

File, “Attachment A - Peer Services RFP Budget Template.xls”

Please reference the Instruction in Column “I” on inputting data and information. The file contains two tabs, one for the Annual Budget and one for Salaries and Benefits.

PROPOSED BUDGET NARRATIVE
(Not to exceed four (3) pages)

APPLICANT: _____

TOTAL BUDGET REQUEST: _____

- I. Salaries & Benefits
 - A. List by position title
 - B. Annual hours and hourly rate
 - C. Description of the position
- II. Direct Operating Expenses
 - A. Professional Services
 - a. Vendors or Subcontractors services that will be used
 - b. Estimated annual hours and rate for services
 - c. Description of services
 - B. Meetings and Activities
 - a. Direct expense for the program, training, meetings, etc.
 - b. Cost per activity
 - c. Description and justification of budget line items
 - C. Project Expense
 - a. Direct expenses for the Program, phone, printing, etc.
 - b. How line items will be used for the project
- III. Indirect Cost/Administration
 - A. Expenses that are shared by multiple programs
 - B. Indicate the line item, phone, rent, etc.
 - C. Indicate the percentage of other indirect cost for payroll, audits, human resources, etc.
 - D. Total indirect cost cannot exceed 15% of Sections I and II
- IV. One-Time and Non-Recurring Startup costs
 - A. Equipment for the program
 - B. Staffing
 - C. Materials

RFP Attachment "B"
Standard Provider Agreement
VENTURA COUNTY BEHAVIORAL HEALTH
MENTAL HEALTH SERVICES

CONTRACTOR: Organization
PROGRAM: Specific Program

FY 2016-2017

AGREEMENT

This Agreement made and entered into as of this 1st day of July 2016 by and between the COUNTY of VENTURA, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "COUNTY," and Provider Name, hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE TO THE TERMS AND CONDITIONS AS FOLLOWS:

1. **TERM.** This Agreement shall be for the term beginning **Date** and ending **Date**, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2016-17. Subject to mutual consent of COUNTY and CONTRACTOR, and subject to receipt of all necessary approvals by the Ventura County Board of Supervisors, this Agreement may be extended by mutual agreement of the parties for additional one (1) year periods. This Agreement shall not be extended for more than two additional one (1) year periods.
2. **NOTICE.** Notice shall be deemed to have been served when it is deposited in the United States Mail, registered or certified, postage prepaid, and addressed as follows:

TO COUNTY

Ventura County Behavioral Health
Contracts Administration
1911 Williams Drive, Suite 200
Oxnard, CA 93036

TO CONTRACTOR

Name and Title
Organization
Address

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery.

3. **DIRECTOR.** As used in this Agreement, "DIRECTOR" shall mean the Director of Ventura County Behavioral Health Department.
4. **LAWS AND REGULATIONS.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California. CONTRACTOR agrees to provide services in accordance with all applicable Federal, State, and County laws and regulations which may include, but are not necessarily limited to, the provisions of the Welfare and Institutions Code (WIC), Division 5, Title 22 and Title 9 of the California Code of Regulations, the applicable provisions of the Health and Safety and Business and Professions Code, and any other Federal, State, and County, regulations, rules, ordinances, directives, manuals, and guidelines, including California State Department of Health Care Services (DHCS) Cost Reporting Data Collection Manual, and County policies, procedures, letters, Health Care Finance Administration (HCFA)

requirements, information notices, and any amendments or changes thereto which may replace applicable existing laws, statutes, and regulations in carrying out the requirements of this Agreement.

5. DESCRIPTION OF SERVICES. CONTRACTOR shall provide services in the type and manner described in CONTRACTOR'S program statement attached hereto as Exhibit "A" PROGRAM DESCRIPTION, and incorporated herein by this reference.

6. STATUS OF CONTRACTOR.

A. It is understood and agreed that CONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR will not be entitled to any benefits payable to employees of the COUNTY, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. COUNTY is not required to make any tax or benefit deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, CONTRACTOR hereby holds COUNTY and State harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that, except as otherwise provided, CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR. COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

D. CONTRACTOR agrees to hold harmless both the State and beneficiaries in the event the COUNTY cannot or shall not pay for services performed by CONTRACTOR pursuant to this Agreement.

7. CONFLICT OF INTEREST. CONTRACTOR and CONTRACTOR'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR acknowledges and agrees to comply with all applicable state and federal laws and regulations governing conflicts of interest, including, but not limited to the Public Reform Act, California Public Contract Code Section 10365.5 and California Government Code Section 1090.

8. NON-DISCRIMINATION IN EMPLOYMENT.

A. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any client, employee or applicant for employment, governing board member, applicant for board membership, or volunteer because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status, denial of family care leave or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CONTRACTOR setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state CONTRACTOR obligation under the law to take affirmative action to employ and advance employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, physical or mental handicap, disability, or status as a disabled veteran or veteran of the Vietnam era.
- C. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by CONTRACTOR, advising the labor union or workers' representative of the CONTRACTOR commitments under the provisions herein and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375. 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375. 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by COUNTY, State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of CONTRACTOR noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or part and CONTRACTOR may be declared ineligible for further federal, state and county contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of COUNTY, the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the COUNTY, Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the COUNTY or DHCS, the CONTRACTOR may request in writing to the COUNTY, who, in turn, may request DHCS who may in turn request the United States to enter into such litigation to protect the interests of the COUNTY, State and of the United States.

9. NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES.

- A. Consistent with the requirements of applicable federal law such as 42 C.F.R. Section 438.6(d)(3) and (4) or state law, CONTRACTOR shall not engage in any unlawful discriminatory practice in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The CONTRACTOR will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6 (d)(3).
- B. CONTRACTOR shall comply with the provisions Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.
- D. Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.

- E. CONTRACTOR'S nondiscrimination policies shall be in writing, available to the appropriate persons, and posted in a prominent location.
- F. For the purpose of this Agreement, facility access for the handicapped must comply with the Rehabilitation Act of 1973, Section 504 and, as applicable, the Americans With Disabilities Act (42 U.S.C. Section 12132 et seq.).
- G. CONTRACTOR shall also ensure that clients receive the same level of care as provided to all other clients served, regardless of insurance coverage and ability to pay. For the purpose of this Agreement, discrimination includes but is not limited to:
 - 1. denying any eligible beneficiary any covered service or availability of a facility;
 - 2. providing to an eligible beneficiary any covered service which is different or is provided in a different manner or at a different time from that provided to other beneficiaries under this Agreement, except where medically indicated;
 - 3. subjecting an eligible beneficiary to segregation or separate treatment in any manner related to the receipt of any covered service;
 - 4. restricting an eligible beneficiary in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any covered services;
 - 5. treating an eligible beneficiary differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or condition which individuals must meet in order to be provided any covered service; and
 - 6. assigning times or places for the provision of services to the eligible beneficiary.
- H. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of color, race, gender, marital status, national origin, religion, sexual preference, age, or physical or mental handicap made directly to CONTRACTOR, must be communicated in writing to COUNTY within 5 days.
- I. CONTRACTOR non-discrimination policy shall include a statement that clients' complaints alleging discrimination per this section may be made directly to COUNTY Patient Rights Advocate. COUNTY shall inform CONTRACTOR in writing within 5 days of receipt of any such complaint.
- J. CONTRACTOR shall provide an atmosphere free of harassment for employees, clients and volunteers.

10. INDEMNIFICATION AND HOLD HARMLESS

All activities and/or work covered by this contract will be at the risk of CONTRACTOR alone. CONTRACTOR agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against CONTRACTOR, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees

to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this contract.

11. INSURANCE PROVISIONS

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. (Does not apply to all contractors)
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, and Ventura County Behavioral Health Department are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this agreement for General Liability Insurance.
- E) CONTRACTOR agrees to waive all rights of subrogation against the COUNTY, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by CONTRACTOR under the terms of this agreement.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the COUNTY, Risk Management Division and Ventura County Behavioral Health.
- G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this agreement:
1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

It is the responsibility of the CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all subcontractors that CONTRACTOR may use for the completion of the Agreement.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

12. CLAIMS MADE INSURANCE

If the Professional Liability coverage is "claims made", CONTRACTOR must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

13. DELEGATION AND ASSIGNMENT. Functions undertaken by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR shall not delegate its duties or assign its rights or obligations hereunder, either in whole or in part, without the prior written consent of COUNTY. Any prohibited delegation or assignment shall be null and void, and may cause immediate termination of this Agreement. In the event that COUNTY consents to any subcontract, the subcontract shall be in writing, and shall fulfill the provisions of this Agreement which are appropriate to the service or activity delegated under the subcontract. No subcontract shall terminate the legal responsibility of the CONTRACTOR to the COUNTY to assure all the activities under this Agreement will be carried out. COUNTY may take a fiscal exception on any compensation due to subcontractor and withhold these funds from CONTRACTOR. Any subcontract shall include, in each subcontract, all provisions that COUNTY may require.

14. ALTERATION. Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

15. SUCCESSORS. This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of COUNTY and CONTRACTOR.

16. NO WAIVER. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder whether of the same or any other term, covenant or condition.

17. TIME. Time is of the essence of this Agreement.

18. DISPUTES. Any disputes under the term of this Agreement, which is not disposed of informally and within a reasonable period of time by COUNTY and CONTRACTOR, shall be brought to the attention of the designated representative of each party for resolution. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable period of time, estimated to be within thirty (30) working days. If the parties are unable to reach a resolution of the problem within a reasonable period of time, either party may assert any other remedies which may be available under this Agreement or as provided by applicable laws. CONTRACTOR and COUNTY agree that, the existence of a dispute notwithstanding, they will

continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.

19. TERMINATION

- A. Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party.
- B. After the giving of notice of Termination CONTRACTOR shall: 1) Continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination. 2) If appropriate, assist COUNTY in affecting the transfer of clients in a manner consistent with the best interest of the clients' welfare.
- C. Any other provision of this Agreement to the contrary, notwithstanding, this Agreement may be terminated immediately by COUNTY at any time, in whole or in part, if any of the following circumstances occur:
 - 1) The appropriate office of the State of California indicates that this Agreement or any portion hereof is not subject to reimbursement under law;
 - 2) If applicable, grant funds provided to COUNTY are terminated or otherwise made unavailable for this Agreement or any portion hereof;
 - 3) There are insufficient funds available to COUNTY for this Agreement or any portion hereof;
 - 4) If funds in the yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof;
 - 5) Where in the determination of the COUNTY there is an immediate threat to the health and safety of the clients under this Agreement or any portion hereof;
 - 6) A material breach according to the Business Associate Agreement, Exhibit C, Section V. (b);
 - 7) The CONTRACTOR is found not to be in compliance with and breaches and/or defaults in the performance of any or all of the terms and conditions of this Agreement, Federal, State, and local laws, regulations and directives with respect to the provision of services hereunder, or directions by or on behalf of COUNTY issued pursuant hereto.
- D. COUNTY'S failure to exercise the aforementioned rights of termination shall not constitute a waiver of any of its rights. Such rights may be exercised at any subsequent time.
- E. Should the Agreement between CONTRACTOR and COUNTY be terminated during the term of this Agreement, COUNTY shall not be responsible for payment for services of CONTRACTOR rendered after the termination of the Agreement. In the event of termination of this Agreement, as specified herein, CONTRACTOR shall be paid for all services provided to the date of termination, providing that such services meet all the terms and conditions of this Agreement.
- F. From and after the expiration or termination of this Agreement, rights, obligations, and continuing duties arising prior to such date shall survive. By way of example, but without limitation, all obligations to comply with law, maintain records, and confidentiality, pay costs, allow access to records, and indemnify or hold harmless shall survive.
- G. In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available

to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

20. LICENSES, CERTIFICATIONS, AND STAFFING

- A. CONTRACTOR warrants that it and all of its officers, employees, and agents have, and will maintain during the term of this Agreement, all necessary licenses, permits, registrations, accreditation's, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider when Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives. Failure to maintain the licenses, permits, registrations, accreditation's, and certificates, shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR agrees to provide professional personnel, in accordance with all applicable laws, regulations, and any other requirements, including all amendments thereto, issued by appropriate Federal, State, and COUNTY governmental agencies. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for the provision of services hereunder, and if applicable, as indicated in CONTRACTOR'S written proposal for services under this Agreement as approved by COUNTY. Such staff shall be qualified in accordance with all applicable laws and regulations.
- C. CONTRACTOR shall provide immediate notice to COUNTY if any staff member, counselor or administrator of CONTRACTOR loses any license, certification or permit required for that person to be fully qualified to provide such services under the California Code of Regulations or other state or federal laws or regulations.
- D. CONTRACTOR shall make available to COUNTY, on request, a list of the personnel who shall provide services under this Agreement. This list shall include the name, title, professional degree, license number (if applicable), job description, full time equivalent (FTE) status and/or percent of time allocated, work schedule, and experience of each person providing services under this Agreement.
- E. CONTRACTOR shall disclose and provide to COUNTY upon request, information which specifies the current compensation and benefits of all staff (including directors) under this Agreement.

21. OPERATION AND ADMINISTRATION

- A. CONTRACTOR or the Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments shall be maintained and retained by CONTRACTOR and made available for review and/or inspection by COUNTY at reasonable times during normal business hours.
- B. CONTRACTOR shall make available upon request by the DIRECTOR copies of all public information which is material to the performance of this Agreement.

22. PATIENTS'/CLIENTS' RIGHTS. CONTRACTOR shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, California Welfare and Institutions Code 5325 et seq., California Code of Regulations (CCR), Title 9, Section 850 et seq., and CCR Title 22. Further,

CONTRACTOR shall comply with all patients'/clients' rights policies provided by COUNTY. In addition, in all facilities providing the services described herein, the CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients'/clients' rights, as well as how to request a grievance or appeal. Client informing materials ("Ventura County Behavioral Health Guide to Mental Health Services") in both English and Spanish as well as pre-addressed envelopes for filing grievances will be available in all client care areas and there will be posted signs on how to request a copy of the "Guide to Mental Health Services" brochure.

23. **CONFIDENTIALITY.** CONTRACTOR shall maintain the confidentiality of all records and information obtained in the course of providing services to clients, in accordance with the confidentiality and disclosure provisions of applicable law including, but not limited to, Welfare and Institutions Code, Sections 5328 through 5330, inclusive, and all other applicable COUNTY, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, pertaining to confidentiality. Records and information include, but are not limited to claims, COUNTY records, patient/client records and information, and Management Information System records.

24. **BUSINESS ASSOCIATE AGREEMENT.** CONTRACTOR agrees to execute and abide by the Business Associate Agreement, attached as Exhibit "C" BUSINESS ASSOCIATE AGREEMENT, and incorporated by reference.

25. **PROGRAM MONITORING AND REVIEW.**

- A. Pursuant to Welfare and Institutions Section 5608 and California Code of Regulations Title 9, Section, 521 services hereunder shall be provided by CONTRACTOR under the general direction and monitoring of the DIRECTOR, or authorized designee.
- B. CONTRACTOR shall permit, at any time during normal business hours, personnel designated by DIRECTOR to come on CONTRACTOR'S premises for the purpose of making periodic inspections and monitoring of services under this Agreement. CONTRACTOR shall furnish the COUNTY with all information as COUNTY may require to evaluate fiscal and clinical effectiveness of the services being rendered under this Agreement.
- C. DIRECTOR or designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY.
- D. CONTRACTOR agrees to fully participate and cooperate with COUNTY in the implementation, monitoring and evaluation of all services under this Agreement.

26. **QUALITY ASSURANCE.** CONTRACTOR shall develop and implement a written quality assurance plan when applicable, including but not limited to utilization review, interdisciplinary peer review, and medication monitoring in accordance with applicable sections of the Welfare and Institutions Code, State Department of Mental Health letters and memorandums, Ventura County Behavioral Health Quality Management policies and procedures, and any other applicable Federal, State or COUNTY requirements. Upon request by COUNTY, CONTRACTOR shall submit a copy of its quality assurance plan, to Ventura County Behavioral Health Quality Management Services for review.

27. **DUTY TO REPORT INCIDENTS TO COUNTY.** CONTRACTOR shall provide immediate notice to COUNTY of any serious incident involving threats or infliction of harm or endangerment to any person which occurs in connection with CONTRACTOR'S performance of the services described in Exhibit "A" PROGRAM DESCRIPTION. Such notice shall include a description of the incident including, (a) whether each individual identified is a staff member, client, child of staff, child of client, or visitor), (b) the names and phone numbers of any law enforcement personnel, fire department personnel, or other individuals, departments or agencies which participated in

attempting to address the incident (including reference to any pertinent police reports or other reports), and (c) whether any person was criminally charged or cited. CONTRACTOR shall promptly provide additional information to COUNTY regarding such incidents upon COUNTY'S request.

28. No Federal funds shall be used to pay the salary of an individual at a rate in excess of \$185,100 per year or as adjusted for the term of any future contract.

29. RECORDS. CONTRACTOR shall maintain and retain books, records, reports, and any other evidence related to its activities in discharging its obligations under this Agreement. Such documentation shall be in sufficient detail to permit an evaluation and audit of such services, and to support CONTRACTOR'S claim(s) for reimbursement. All such records shall be made available for inspection and/or audit by authorized representatives of COUNTY, State, and/or appropriate Federal agencies as applicable:

- A. Patient/Client Records. CONTRACTOR shall maintain patient/client records on each individual patient/client in accordance with all applicable COUNTY, State, and Federal requirements which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, progress notes, discharge plans, and any other evidence of services provided by all the various professional and paraprofessional personnel to fully document all services provided under this Agreement.
- B. Financial Records. CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with generally accepted accounting principles, applicable Federal, State, and COUNTY requirements, procedures set out in the State Department of Mental Health Cost Reporting/Data Collection Manual, Short-Doyle/Medi-Cal requirements, Medicare requirements, and with all applicable guidelines, standards, and procedures. The entries in all financial records must be readily traceable to applicable source documentation to clearly identify the actual cost and if applicable, related client fees or other sources of revenue received for each type of service for which payment is claimed under this Agreement.
- C. Service Records. CONTRACTOR shall maintain accurate and complete records of services (i.e., all other records of services other than patient/client and financial records) provided under this Agreement, in accordance with all applicable Federal, State, and COUNTY requirements.
- D. Retention of Records. Upon expiration or termination of this Agreement, CONTRACTOR shall retain all records hereunder in accordance with applicable Federal, State, COUNTY, and local laws, regulations, requirements, and any amendments thereto, including, but not limited to the following: All patient/client records for adults (age 18 and over), shall be kept for a minimum of seven (7) years from the date of discharge. All patient/client records for persons under the age of eighteen (18) years who have been discharged shall be retained for one (1) year past the person's eighteenth (18th) birthday, or for seven (7) years from the date of discharge, whichever is greater. All psychologist records must be maintained 7 years after the discharge date, or in the case of minor, 7 years after the minor reaches 18 years of age. All service and financial records shall be retained by CONTRACTOR for a period of seven (7) years, or in the event of an audit exception and appeal, until audit findings are resolved, whichever is later.

30. PAYMENT. CONTRACTOR shall be paid in accordance with Exhibit "B" PAYMENT TERMS, attached hereto and incorporated herein by this reference.

31. REPORTS

- A. CONTRACTOR shall provide reports as required by DIRECTOR or by the State regarding CONTRACTOR'S activities and operations as they relate to CONTRACTOR'S performance of this Agreement. COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.
- B. CONTRACTOR shall participate in the Ventura County Behavioral Health (VCBH) Management Information System, as required by DIRECTOR. CONTRACTOR shall report to COUNTY, all program, patient/client, staff, and other data and information about CONTRACTOR'S services, within the specified time periods as required by COUNTY, and in accordance with any other COUNTY requirements.
- C. CONTRACTOR shall without additional compensation, comply with any and all reporting requirements established by Federal, State, COUNTY, or local agencies providing funding for the services described herein. COUNTY shall provide and explain reporting procedures, when applicable.
- D. CONTRACTOR shall prepare and maintain an accurate and complete monthly financial report which shall reflect all CONTRACTOR'S actual revenue and itemized operating expenses for this Agreement, and such report shall be provided to COUNTY for review, upon request.
- E. CONTRACTOR shall provide COUNTY with a copy of any State or Federal audit in connection with the services provided under this Agreement within 30 days of receipt, and also a copy of CONTRACTOR'S response to the audit, such as a Plan of Correction, at the time the report is submitted to the auditing agency.

32. FINAL SETTLEMENT; AUDIT OF SERVICES.

- A. CONTRACTOR shall provide COUNTY, State, and appropriate Federal agencies and their authorized representatives access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, contracts, books, documents, or any other records relating to this Agreement, including cost reports submitted for counties outside of Ventura County, which are necessary to verify the nature and extent of the cost of services hereunder. In the event that any audit of any or all aspects of this Agreement is conducted of CONTRACTOR by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report(s) with COUNTY Behavioral Health within thirty (30) days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or this Agreement.
- B. CONTRACTOR'S performance and reported delivery of service will be subject to verification, monitoring and program review. COUNTY may, in its sole discretion, perform periodic fiscal and/or program review(s) of CONTRACTOR'S records that relate to this Agreement, and if the results of such review(s) require corrective action, CONTRACTOR shall submit a plan of correction no later than thirty (30) days after receiving the findings of such review(s).
- C. All records shall be available for inspection by the designated auditors of COUNTY, California State Department of Health Care Services (DHCS), U.S. Department of Health and Human Services(HHS), Comptroller General of the United States, and other authorized State agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality appropriateness and timeliness of services performed

under this contract to inspect, evaluate, and audit excerpt, copy, or transcribe, any and all books, records, and facilities maintained by the CONTRACTOR pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this contract including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the CONTRACTOR shall furnish any such record, or copy thereof, to the COUNTY, DHCS, DHS, or HHS. Books and records must be maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the Department's fiscal year in which the contract was in effect. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

- D. CONTRACTOR agrees to make all of its books and records, pertaining to the goods and services furnished under the terms of the contract, available for inspection, examination or copying by the DHCS, DHS, HHS, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at the CONTRACTOR'S place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the DHCS fiscal year in which the contract was in effect.
 - E. CONTRACTOR will be subject to disallowance if at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, an audit or review by COUNTY or any other entity finds that the CONTRACTOR was overpaid for services as prescribed under this Agreement. COUNTY shall have the right to recover payment from CONTRACTOR as a result of any audit or review disallowance under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or review disallowance, CONTRACTOR shall reimburse the COUNTY on demand 100% of the disallowance. Reimbursement shall be made by CONTRACTOR to COUNTY using one of the following methods, which shall be at the sole election of the COUNTY:
 - 1) Paid in one cash payment
 - 2) Paid by cash payment (s) over a period determined by COUNTY.
 - 3) Deducted from future claims over a period determine by COUNTY.
 - 4) Deducted from any amounts due whether under this Agreement or otherwise.
 - 5) A combination of any or all of the above
33. SINGLE AUDIT/AUDIT. If CONTRACTOR receives and expends more than \$500,000 in federal awards (associated with a CFDA number – see CFDA.gov) in a fiscal year, CONTRACTOR agrees to obtain a Single Audit report from an Independent CPA in accordance with the Single Audit Act of 1984 and OMB Circular A133. If CONTRACTOR is not required to conduct a single audit as specified herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to VCBH Contracts Administration, VCBH Fiscal and Auditor Controller's departments within 120 days of the Fiscal year end. Any extension for the due date should be approved in writing by the Contracts Administration Department. All audit costs are the sole responsibility of CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

34. EQUIPMENT OWNERSHIP. COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR as part of any start-up costs or any contract amendment or exhibit specifying equipment and/or furniture acquisition under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and shall conduct a physical inventory yearly of the equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging of inventory. CONTRACTOR shall submit the equipment list to COUNTY annually within 60 days of each new fiscal year.

Within sixty (60) calendar days prior to the termination or end of this Agreement, CONTRACTOR shall provide a final inventory report of equipment and/or property to the COUNTY, and shall at that time, query the COUNTY as to the requirements, including the manner and method of returning COUNTY equipment and/or property to COUNTY. Final disposition of equipment and/or property shall be at COUNTY expense and according to COUNTY instructions. Equipment and/or property disposition instructions shall be issued by COUNTY after receipt and review of the final inventory report. At the termination or conclusion of this Agreement, COUNTY may at its discretion, authorize the continued use of COUNTY equipment and/or property for performance of work under a different COUNTY agreement.

35. DRUG-FREE WORKPLACE CERTIFICATION. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and will provide a drug-free workplace doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or violations, as required by Government Code Section 8355 (a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a), to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace,
 - 2) the CONTRACTORS policy of maintaining a drug-free workplace,
 - 3) any available counseling, rehabilitation and employee assistance programs, and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed Agreement;
 - 1) will receive a copy of the CONTRACTOR'S drug-free policy statement, and
 - 2) will agree to abide by the terms of the CONTRACTOR'S statement, as a condition of employment and Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of future contracts if the COUNTY determines that any of the

following has occurred; (1) the CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

36. **CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE.** CONTRACTOR agrees to comply with applicable federal, state and local statutory mandates concerning the delivery of cultural and linguistic competence services to clients and consumers. COUNTY agrees to provide consultation and training in plan development of culturally and linguistic competent services to CONTRACTOR. CONTRACTOR shall develop and submit a Cultural and Linguistic Competence Plan describing how CONTRACTOR will provide cultural and linguistic services to clients/consumers, how competence will be assessed and evaluated, and how CONTRACTOR'S personnel will be trained in the delivery of such services. CONTRACTOR shall review the plan annually, and submit an updated plan within 60 days of each new fiscal year to COUNTY.
37. **SEVERABILITY OF AGREEMENT.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement's terms shall remain in full force and effect and shall not be affected.
38. **CUMULATIVE REMEDIES.** The exercise or failure to exercise of legal rights and remedies by the COUNTY in the event of any default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies, and shall be without prejudice to the enforcement or any other rights or remedy available by law or authorized by this Agreement.
39. **PRIOR AGREEMENTS.** This Agreement supersedes any and all other prior Agreements, and all amendments thereto, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to COUNTY.
40. **CONTAMINATION AND POLLUTION.** CONTRACTOR, solely at its own cost and expense, will provide clean-up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.
41. **Cooperation with Compliance Efforts of COUNTY.**
- A. CONTRACTOR hereby acknowledges that the County of Ventura (COUNTY) has established a Compliance Program and a Code of Conduct applicable to the employees of Ventura County Medical Center (VCMC) and certain of its contractors.
 - B. CONTRACTOR agrees that VCMC's Code of Conduct will be provided to all of Contractor's employees who are Covered Individuals, defined as follows: those employees of CONTRACTOR who have responsibilities pertaining to the ordering, provision, or documentation of services which are (i) payable by Medi-Cal, Medicare, or another federal program and (ii) for which the COUNTY seeks reimbursement.
 - D. CONTRACTOR further agrees to obtain and retain, and make available upon reasonable request, to the COUNTY and to the Office of Inspector General of the US. Department of Health and Human Services, certifications that each Covered Individual has received, read and understands the Code of Conduct and agrees to abide by the requirements of VCMC's Compliance Program. Such certificates shall be in the form attached hereto as Exhibit "D", CODE OF CONDUCT.
42. **FACILITIES:**
- A. If CONTRACTOR proposes to add additional locations or to relocate its existing program, location must be pre-approved by VCBH. Locations deemed unacceptable

will not be eligible for reimbursement under this Agreement. The approval must be in writing, and signed by the VCBH Director to be valid. This approval is based solely on the need for additional services in the proposed area. The CONTRACTOR will be responsible for all other approvals, permits, and due diligence required to ensure that the facility is appropriate for the intended use, and meets all local, state, and federal rules, regulations and requirements.

- B. COUNTY provided facilities: The premises (as reflected in Exhibit "A") are for the sole use of fulfilling the obligations and scope as described in Exhibit "A". No other use is authorized or allowed without written authority from the DIRECTOR or designee. CONTRACTOR shall not make any alterations in or about the Premises, without VCBH's prior written consent. Any alterations to the Premises shall be done according to the law and with required permits. CONTRACTOR shall give advance notice of the commencement date of any planned alteration. VCBH may also require CONTRACTOR to provide lien releases from any contractor performing work on the premises. The premises shall be left in substantially the same condition, excepting normal wear and tear as originally delivered to CONTRACTOR. The CONTRACTOR shall maintain a log of all keys and require the return of any keys used by staff that has left the employment of the CONTRACTOR. All keys and opening devices will be delivered to the COUNTY upon vacating the premises.

43. OFFICE SPACE LICENSE AGREEMENT. CONTRACTOR will be granted a month to month license pursuant to the Office Space License Agreement that is attached (see attached Exhibit "H").

44. COMMUNICATIONS.

Regulatory Agency Inspections and Visits

CONTRACTOR will notify their program liaison within 48 hours of notification by a regulatory agency that the agency is scheduling a visit or inspection of their program and/or facility and the nature of the inspection. A copy of any written findings will be sent to VCBH within 72 hours of receipt.

Unscheduled Regulatory Agency Inspections and Visits

CONTRACTOR will notify their program liaison within 48 hours of an unscheduled inspection by a regulatory agency and the nature of the inspection. A copy of any written findings will be sent to VCBH within 72 hours of receipt.

Communications

Copies of any regulatory agencies findings, notices of deficiencies, health and safety violations, decertifications, or licensing concerns regarding the facility, program, officers, or staff must be sent to VCBH within 72 hours of receipt.

45. FINANCIAL EMERGENCY. In the event that the Board of Supervisors, or the Chief Executive Officer of the COUNTY direct VCBH to implement cuts of 5% or more to the current years budget or for any of the funding sources used in this contract, the DIRECTOR or Designee may notify the CONTRACTOR of a reduction in the contract amount effective 30 days from the date of the notification.

46. DEBARMENT AND SUSPENSION CERTIFICATE. CONTRACTOR will comply with the requirements as specified in Exhibit "E".

47. LOBBYING CERTIFICATION AND DISCLOSURE CERTIFICATIONS. CONTRACTOR will comply with the requirements as specified in Exhibit "F".

48. CERTIFICATION OF CLAIMS FOR PAYMENT FOR SERVICES RENDERED. CONTRACTOR will comply with the requirements as specified in Exhibit "G".
49. EXTENT OF CONTRACTUAL DOCUMENTS. This Agreement shall consist of this basic document and Exhibits "A", "B", "C", "D", "E", "F", "G", and "H", and all laws and governing instruments previously referred to in this Agreement or in any of the exhibits made part of this Agreement, and constitutes the entire agreement between the parties regarding the subject matter described herein.

Exhibit A: Program Description
Exhibit B: Payment Terms
Exhibit C: Business Associate Agreement
Exhibit D: Code of Conduct
Exhibit E: Debarment and Suspension Certification
Exhibit F: Lobbying Certification and Disclosure
Exhibit G: Certification of Claims
Exhibit H: Office Space License Agreement

IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement as of the day, month and year first above written.

Provider Name

COUNTY OF VENTURA
A political subdivision of the State of California

BY

BY

(authorized signature)

(authorized signature)

(print name and title)

(print name and title)

Date

Date

Provider Name

BY

(authorized signature)

(print name and title)

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Provider Agreement EXHIBIT “A”

PROGRAM DESCRIPTION

1. COUNTY and CONTRACTOR agree to meet on an ongoing basis to discuss concerns related to this Agreement, including but not limited to concerns regarding operations, service utilization, outcomes, documentation and reporting requirements, and financial projection and actuals.

Provider Agreement EXHIBIT "B"

PAYMENT TERMS

Program Title:

PAYMENT

- A. The maximum amount of this Agreement for the period July 1, 2016 through June 30, 2017 shall not exceed \$.
- B. For the above services, payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the operational budget for services attached hereto under EXHIBIT "B" PAYMENT TERMS. Notwithstanding any other provisions of this Agreement, in no event shall the maximum amount payable hereunder exceed the maximum amount specified in paragraph A. above.
- C. CONTRACTOR shall bill COUNTY monthly in arrears using CONTRACTOR'S invoice form. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made, in the form and content specified by COUNTY. CONTRACTOR shall submit appropriate documentation, along with the invoice for reimbursement. In addition, CONTRACTOR shall submit quarterly financial statements. No cost that has been or will be reimbursed by any other revenue source can be claimed by CONTRACTOR. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within 10 working days after the close of the month in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and resubmittal and will result in payment delay. Late claims will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.
- D. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by DIRECTOR or designee prior to performance thereof.
- E. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- F. (If applicable to the services provided under this Agreement), CONTRACTOR shall comply with the Uniform Billing and Collection Guidelines and the Uniform Method of Determining Ability to Pay (UMDAP) procedures prescribed by the State Department of Mental Health and ensure that charges for services to either patients or other persons responsible approximate estimated actual costs.
- G. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit G. (Certification of Claims for Payment for Services Rendered), attached hereto and made a part hereof by this reference.
- H. COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of disallowance within in a period of time to be determined by the VCBH DIRECTOR. Reimbursement shall be made by CONTRACTOR.

INSERT BUDGET HERE

BUDGET NOTES:

1. For the above services, specified in Exhibit A, payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the above submitted operational budget, for services. All payments and invoiced expenses shall be subject to audit, and in accordance with Federal, State, COUNTY, and local laws.
2. Individual line items within and between categories may fluctuate up to 20%, with COUNTY approval. Fluctuations greater than 20% must be pre-approved by County Board of Supervisors. Categories are: "Salaries and Benefits," and "Direct Operating Expenses," "Indirect Cost/Administration," and "One-Time and Non-Recurring/Start Up Costs." Any approved increase to a line item, must identify a corresponding decrease to ensure that the total amount does not exceed the contract maximum.

Provider Agreement EXHIBIT “C”

BUSINESS ASSOCIATE AGREEMENT

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

I. Definitions

- a. Business Associate shall mean **(Insert Name of Business Associate)**.
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (the ‘Security Rule’) with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within 48 hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the “Data Breach Notification Rule”), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was, or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach.
- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement, to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material

breach or violation of the Subcontractor's obligations under the contract (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the contract (or other arrangement), if feasible.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

III. Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in **[insert name of service agreement]**.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the

Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.

- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

IV. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may De-Identify Covered Entity's Protected Health Information, and Use and Disclosure the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **[insert effective date]**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and **[insert name of service agreement]** by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.
- c. *Obligations of Business Associate Upon Termination*
 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.
 3. The rights and obligations under this Section shall survive the termination of this Agreement.

VIII. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.

- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

Provider Agreement EXHIBIT “D”

**VENTURA COUNTY MEDICAL CENTER
CODE OF CONDUCT**

STATEMENT OF MISSION

Ventura County Medical Center is organized as a publicly owned county hospital for the benefit of the people of Ventura County. The hospital serves as a major source of health care for the County's indigent population, those without medical insurance, and persons not having access to private physicians. Ventura County Medical Center will continue, either directly or indirectly, to assure community access to necessary health care services including preventive, diagnostic, treatment and rehabilitative services with specific emphasis on delivering care to the indigent population, the uninsured, and other persons unable to secure health care services. The hospital will continue to stress high quality in the programs and services it offers. It will retain sufficient flexibility to implement innovations and react to the needs of the County in order to maintain its role as a major health care resource for the County.

Ventura County Medical Center recognizes that the primary reason for its existence is service to patients. In providing this service, the hospital will:

- Ensure the provision of inpatient and outpatient care to persons, regardless of race, creed, color or economic status, especially those persons who have difficulty in obtaining care elsewhere, in compliance with the intent of the State's Welfare and Institutions Code.
- Provide service directly or ensure the provision of services to meet the needs of the total patient.
- Treat each patient with dignity, consideration, kindness and understanding.
- Promote medical education and allied health education as required to support high quality patient care and to encourage and train an adequate supply of physicians and other professionals in the County.

Introduction to Code of Conduct

The Ventura County Medical Center (VCMC) Oversight Committee, established by the Ventura County Board of Supervisors and charged with carrying out the duties and responsibilities of hospital governance, established this Code of Conduct in recognition of the VCMC's responsibility to our patients, staff, physicians and the County we serve. It is the responsibility of every member of the VCMC community, Board members, administration, medical staff members, employees, and contractors to conduct themselves in a manner that is consistent with this Code of Conduct and its supporting policies. VCMC policies and procedures referred to herein include those of the County of Ventura and Ventura County Health Care Agency. Our behavior will be guided by the following codes:

1. VCMC's employees and agents will strive to deliver quality, patient-centered healthcare services.
2. VCMC's employees and agents shall comply with all applicable laws and regulations that affect its various businesses.
3. VCMC's employees and agents shall engage in ethical business relationships.
4. VCMC's employees and agents shall avoid conflicts of interests or the appearance of impropriety.
5. VCMC's employees and agents shall protect VCMC's property and respect the property rights of others with whom we do business.
6. VCMC's employees and agents respect each other as human beings and health care professionals.

CODE OF CONDUCT NO. 1

VCMC's employees and agents shall strive to deliver quality, patient-centered, health care services.

- VCMC's employees and agents shall treat all patients with dignity, respect and courteousness.
- VCMC shall only employ or work with persons with proper credentials, experience and expertise.
- It is everyone's job to maintain VCMC's integrity and reputation.
- Patients have the right to choose what is done to their body, and by whom. This includes choice of health care providers. Patients will be involved in decisions regarding the care that VCMC delivers to the greatest extent practical and possible.
- Patients have the right to all information they need to make intelligent decisions. Patients will be informed about the therapeutic alternatives and the risks associated with the care they are seeking. Patients also have a right to receive information about VCMC and its policies, procedures and changes, and who will provide service on behalf of VCMC.
- VCMC employees and agents will constantly seek to understand and respect a patient's objectives for care and shall treat patients in a manner giving reasonable thought to their background, culture, religion and heritage.

- No deficiency or error should be ignored or covered up. A problem should be brought to the attention of those who can properly assess and resolve the problem.
- Employees and agents deserve clear instructions about what is expected of them.
- No person shall be denied care by VCMC solely on the basis of race, gender, religion, creed, color, economic status, or source of payment.
- VCMC's employees and agents shall comply with all laws governing the confidentiality of medical information.
- Our highest priority is the health and safety of our patients and ourselves. We shall strive to do our jobs so that no harm is caused to our patients, the public, or ourselves.

CODE OF CONDUCT NO. 2

VCMC's employees and agents shall comply with all applicable laws and regulations that affect its various businesses.

- VCMC, by and through its employees and agents shall comply with all applicable laws, regulations, standards and other requirements imposed by any level of government. Without limiting the generality of that statement, VCMC's employees and agents shall comply with all requirements of the Medicare and Medi-Cal programs.
- VCMC will not pursue any business opportunity that required engaging in unethical or illegal activity.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain, preferential treatment of any person, impeding governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels, of any adverse effect on the confidence of the public in the integrity of County government.
- No employee or agent is authorized to enter into any joint venture, partnership or other risk sharing arrangement with any entity that is a potential or actual referral source unless the arrangement has been reviewed and approved in accordance with County policy.
- Employees or agents who perform billing and/or coding of claims must take every reasonable precaution to ensure that their work is accurate, timely, and in compliance with federal and state laws and regulations and VCMC's policies.
- No claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate or fictitious may be submitted. No falsification of medical, time or other records that are used for the basis of submitting claims will be tolerated.
- VCMC will bill only for services actually rendered and which are fully documented in patients' medical records. If the services must be coded, then only billing codes that accurately describe the services provided will be used.

- VCMC shall act promptly to investigate and correct the problem if errors in claims that have been submitted are discovered.
- VCMC shall maintain complete and thorough medical and billing records.
- VCMC, in accordance with Title 22 Section 70707 of the California Code of Regulations, believes that the patient has the right to full consideration of privacy concerning their health care.
- All drugs or other controlled substances shall be maintained, dispensed and transported in conformance with all applicable laws and regulations.
- Employees and agents shall promptly report all suspected violations of the Code of Conduct, Compliance Guidelines, operational policies, laws or regulations through the Confidential Compliance Line or to the Compliance Officer.

CODE OF CONDUCT NO. 3

VCMC's employees and agents shall engage in ethical business relationships.

- VCMC seeks positive relationships with government programs and third party payers. Positive relationships require ongoing communication about patient progress and billing.
- Employees or agents shall not use or reveal any confidential information concerning VCMC or use, for personal gain, confidential information obtained as an employee or agent of VCMC.
- Each employee has an obligation to the citizens, to the people's elected representatives, to fellow employees, and to the administration, to cooperate in accomplishing VCMC's and the County's goals, to expose corruption wherever discovered, to refrain from disclosing any confidential information, to preserve and safeguard the County's assets, and to uphold these principles, ever conscious that public office is a public trust.
- No employee or agent should subordinate his or her professional standards, judgment or objectivity to any individual. If significant differences of opinion in professional judgment occur, then they should be referred to management for resolution.
- Employees and agents should be honest and forthright in any representations made to patients, vendors, payers, other employees or agents, and the community.
- All reports or other information required to be provided to any federal, state or local government agency shall be accurate, complete, and filed on time.
- Employees and agents must perform their duties in a way that promotes the public's trust in VCMC.
- The source or amount of payment does not determine the quality of care that we deliver.
- Employees and agents shall be honest in doing their jobs.
- If an employees or agent knows of or suspects a practice or incidents that may have violated this Code of Conduct, VCMC's Compliance Guidelines, operational policies, any law or regulation,

then he or she must report it to appropriate levels of management or through the Confidential Compliance Line.

CODE OF CONDUCT NO. 4

VCMC's employees and agents shall avoid conflicts of interest or the appearance of an impropriety.

- Employees and agents should not have other jobs that interfere with their ability to perform their duties at VCMC.
- Employees and agents should avoid any activity that conflicts with the interests of VCMC or its patients. They should try to avoid even the appearance of an impropriety. If an employee or agent suspects that a conflict may exist or be created, then he or she should consult with management.
- Placing business with any firm in which there is a family relationship may constitute a conflict of interest. Advance disclosure and approval may be required as set forth in Ventura's Conflict of Interest Code for the Health Care Agency as revised on February 27, 1997 (Conflict of Interest Code).
- Employees and agents should not become involved, directly or indirectly, in outside commercial activities that could improperly influence their actions or otherwise conflict with the Conflict of Interest Code. For example, an employee or agent should not be an officer, director, manager or consultant of a potential competitor, customer, or supplier of VCMC without first disclosing that relationship to management.
- Employees and agents should not accept or provide benefits that could be seen as creating conflict between their personal interests and VCMC's legitimate business interests. This includes accepting expensive meals, gifts, refreshments, transportation, or entertainment provided or received in connection with the job.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other item of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, impeding governmental efficiency or economy;
- Gifts and benefits to clinicians or referral sources are not appropriate. Reasonable meal expenditures or entertainment in County business must comply with the County Reimbursement Policy.
- Employees and agents should report and potential conflicts of interest concerning themselves or their family members to VCMC in accordance with the Conflict of Interest Code.

CODE OF CONDUCT NO. 5

VCMC's employees and agents shall protect County's property, and respect the property rights of others with whom we do business.

- All employees and agents are personally responsible and accountable for the proper expenditure of VCMC funds and for the proper use of the County's property.

- All employees and agents must obtain authorization prior to committing or spending VCMC's funds.
- Medical and/or County waste or other hazardous materials shall be disposed of properly and lawfully.
- Employees and agents may not use either VCMC or patient resources for personal or improper purposes, or permit others to do so.
- Surplus, obsolete or junked property shall be disposed of in accordance with VCMC's and County's procedures. Unauthorized disposal of property is a misuse of assets.
- Employees and agents have a duty to be productive during the time that is paid for by VCMC.
- VCMC equipment is intended to be used only for VCMC or County business. Use of the Internet is for Conducting County business. Any misuse will result in disciplinary action in accordance of County, Health Care Agency and VCMC policy.
- Employees and agents may only use computer systems, networks, and software consistent with VCMC's license(s) and/or rights. They shall take all reasonable steps to protect computer systems and software from unauthorized access or intrusion.
- Any improper financial gain to the employee through misconduct involving misuse of VCMC's or a patient's property is prohibited, including the outright theft of property or embezzlement of money.
- VCMC's confidential and proprietary information is valuable, and should be protected from unauthorized use or exploitation. Employees and agents are expected to respect the intellectual property rights of others with whom we do business.
- Drugs and other pharmaceuticals shall be safely stored, secured, inventoried, and missing supplies shall be reported promptly to supervisors.
- Employees and agents are expected to report any observed misuse of VCMC's property to their supervisor or in accordance with the Confidential Compliance Line.

CODE OF CONDUCT NO. 6

VCMC's employees and agents respect each other as human beings and health care professionals.

- All employees and agents shall show proper respect and consideration for each other, regardless of position or station. Discriminatory treatment, harassment, abuse, or intimidation will not be tolerated.
- Quality patient care can only be delivered through the use of qualified, competent staff. VCMC will contribute to an employee's or agent's competence by making available continuing job-related education and training (within the limits of its resources).

- Applicants and employees shall be afforded equal employment and advancement opportunities, pursuant to VCMC's policies.
- Employees and agents are expected to conform to the standards of their respective professions and exercise sound judgment in the performance of their duties. Any differences of opinion in professional judgment should be referred to appropriate management levels for resolution in accordance with standard grievance procedures.
- Work and safety rules were created to protect us all. Employees and agents are expected to comply with those rules.
- As defined further in its policies, VCMC strives to maintain a working environment free from all forms of sexual harassment or intimidation. By way of example, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature are serious violations of the standards of conduct and will not be condoned or permitted.
- VCMC promotes a drug and alcohol free workplace in accordance with its policies.
- Smoking is not permitted in any County buildings or vehicles. Smoking is also not permitted near any entrance to any hospital buildings.
- VCMC shall not permit any action of retaliation or reprisal to be taken against an employee who reports a violation of law, regulation, standard, procedure, or policy.

Provider Agreement EXHIBIT "E"

DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR and CONTRACTOR'S duly authorized representative(s) understand, agree and certify as follows:

1. By signing this Certification, CONTRACTOR agrees to comply with applicable federal suspension and debarment regulations including but not limited to 7 CFR Part 3017, 45 CFR Parts 76, 40 CFR 32 or 34 CFR Part 85. "Debarred" means excluded or disqualified from contracting with the federal, State or local government.
2. By signing this Certification, the CONTRACTOR certifies to the best of CONTRACTOR'S knowledge and belief that CONTRACTOR, CONTRACTOR'S principals and subcontractors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State, and
 - f. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If CONTRACTOR is unable to certify any of the statements in this Certification, CONTRACTOR shall submit an explanation to the COUNTY VCBH Program Contract Manager.
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
5. If CONTRACTOR knowingly violates this Certification, in addition to other remedies available to the Federal Government, COUNTY may terminate this Agreement for cause or default.

CONTRACTOR must ensure that both the Office of the Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked on a monthly basis, prior to providing any service under this Agreement.

Whereas, COUNTY shall provide notice regarding the authority of the Department of Health Care Services (DHCS) to impose administrative sanctions to their providers or contractors.

CONTRACTOR agrees to provide immediate notice to COUNTY if: (1) CONTRACTOR learns that CONTRACTOR certification herein was erroneous when made or (2) CONTRACTOR certification herein becomes erroneous by reason of changed circumstances.

COUNTY shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General's Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payment or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

CONTRACTOR certification herein is a material representation of facts upon which COUNTY is relying in entering into this Agreement. COUNTY has the right to immediately terminate this Agreement if CONTRACTOR certification herein is erroneous or becomes erroneous by reason of changed circumstances.

CONTRACTOR

BY _____
Authorized Signature Date

Printed Name and Title

Organization Name

BY _____
Authorized Signature Date

Printed Name and Title

Organization Name

Provider Agreement EXHIBIT “F”

LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION

Applicable to any federally funded contract in excess of \$100,000 per Title 31, USC, Section 1352.

1. Certification and Disclosure Requirements

- a) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (immediately following Exhibit “F”, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph 2 of this Exhibit “F”.
- b) Each recipient shall file a disclosure (in the form entitled “Disclosure of Lobbying Activities – Standard Form –LLL”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of a contract, or grant, which would be prohibited under Paragraph 2 of this provision if paid for with appropriated funds.

Form available at: <http://www.whitehouse.gov/omb/grants/sfillin.pdf>

- c) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph 1(b) above. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the officer(s), employee(s) or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action,
- d) Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- e) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1(a) of this provision. That person shall forward all disclosures forms to VCBH Contracts who will forward to DHCS Program Contract Manager.

2. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended, by the recipient of a federal contract or agreement, grant, loan, or

cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor _____

_____ Signature	_____ Date
--------------------	---------------

Printed Name of Person Signing for Contractor and Title

_____ Signature	_____ Date
--------------------	---------------

Printed Name of Person Signing for Contractor and Title

Provider Agreement EXHIBIT "G"

CERTIFICATION OF CLAIMS FOR PAYMENT FOR SERVICES RENDERED

CONTRACTOR and its duly authorized representative(s) understand and agree as follows:

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Peer services under this Agreement in and for said CONTRACTOR (claimant), that I have not violated any of the provisions of Section 1090 through 1098 of the Government Code; that any amounts for which reimbursement is claimed herein are in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief all claims submitted for services rendered will, in all respects be true, correct, and in accordance with law. The CONTRACTOR agrees and shall certify under penalty of perjury that all claims for services provided to county mental health clients under this Agreement have been provided to the clients by the CONTRACTOR. The services were, to the best of the CONTRACTOR'S knowledge provided in accordance with the Agreement's Program Description, Exhibit A. The CONTRACTOR shall also certify that all information submitted to the Behavioral Health Department and the State is accurate and complete. The CONTRACTOR understands that payment of claims under this Agreement will be from Federal and/or State or COUNTY funds and any falsification or concealment of a material fact may be prosecuted under Federal and/or State or COUNTY laws. The CONTRACTOR agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The CONTRACTOR agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Care Services; the Medi-Cal Fraud Unit, California Department of Justice, Office of the State Controller, U. S. Department of Health and Human Services, County Behavioral Health Department, or their duly authorized representatives. The CONTRACTOR also agrees that services are offered and provided without discrimination based on race, color, national or ethnic origin, sex, age or physical or mental disability.

CONTRACTOR

By _____
Signature - Authorized Officer

Date

By _____
Signature - Authorized Officer

Date

Provider Agreement EXHIBIT "H"
OFFICE SPACE LICENSE AGREEMENT

THIS OFFICE SPACE LICENSE AGREEMENT ("License") made and entered into the date last below written by and between **ORGANIZATION NAME**, hereinafter referred to as "**Licensee**," and **COUNTY OF VENTURA**, a subdivision of the State of California, hereinafter referred to as "**Licensor**."

1. **Licensor**, in consideration of the mutual covenants herein and full performance of the acts herein to be performed by **Licensee**, gives unto **Licensee** the privilege to use the Office Space located at 1911 Williams Drive, Oxnard, California 93036, as described in Attachment A hereto (hereinafter "Office Space" or "the Premises") pursuant to the terms, conditions, law, rules and regulations stated and referenced herein. The parties agree that **Licensor** may subsequently assign **Licensee** a different Office Space to replace the Office Space described in Attachment A.
2. The term of this License shall commence on the date last below written and shall extend for a period of one (1) calendar month and shall automatically renew for each month thereafter unless and until the License is terminated as provided for herein.
3. Either party hereto may cancel the License for any reason by giving thirty (30) days prior written notice by certified mail to the other party. **Licensor** may terminate this License at any time, and without prior notice to **Licensee**, in the event **Licensee** violates any law, rule, regulation or any lawful instruction of **Licensor**, or disregards or breaches any of the terms or conditions herein.
4. **Licensee** agrees to pay to **Licensor** a cost of occupancy of \$X per square foot for X square feet for a total monthly cost of \$X for each and every month during the term of this License. The monthly license fee for partial months will be prorated. Failure to timely pay the monthly license fee will result in the automatic revocation of this License.
5. **Licensee** shall procure and maintain for the term of this License, at **Licensee's** expense, general premises public liability insurance, including bodily injury and property damage, of not less than \$500,000. **Licensee** shall provide a certificate of said insurance to **Licensor** concurrently upon the execution of this License which shall be attached as Attachment B hereto. Said certificate of insurance or endorsement must reference (1) the rights conveyed by this License Agreement, (2) name the County of Ventura as additional insured, and (3) state that insurance will not be cancelled or diminished without giving **30 days** prior written notice to the County of Ventura.
6. Upon termination or forfeiture of this License for any reason, **Licensee** shall immediately cease using the Premises and surrender possession to **Licensor** in good condition and repair. **Licensee** shall be responsible for the cost of repairing all damage caused to the Premises during the term of this License. Any vehicles, fixtures, equipment, tools or other personal property that are not removed from the Premises upon termination shall, at the election of **Licensor**, become the property of **Licensor** and **Licensor** may thereafter either (1) retain all or any part of the same as **Licensor's** property without payment therefore to **Licensee** or (2) cause all or any part of the same to be removed from the Premises and disposed of, but the cost of any such removal and disposition

and the cost of repairing any damage caused by such removal shall be borne by **Licensee**.

7. **Licensee** hereby grants to **Licensors** a lien against all personal property which **Licensee** may, from time to time, store upon the Premises. This lien shall exist and continue for all unpaid amounts which **Licensee** may owe **Licensors**, from time to time, and the assertion of the lien shall not relieve **Licensee** from the obligation to pay the monthly fees as herein provided. To the extent authorized by applicable law, in the event **Licensee** does not fully and immediately discharge all unpaid amounts at the time payable hereunder, **Licensors** may take possession of personal property stored, without notice or other action, and exercise its lien against the same and, in additions thereto, have and recover all costs and expense including attorney's fees in connection with the repossession for personal property and assertion of the lien.
8. **Licensee** shall not conduct any commercial activity on the Premises without the prior written consent of **Licensors**.
9. If **Licensee** desires to engage or use the services of another person in connection with any improvements or repairs, **Licensee** shall give written notice of such intention prior to commencement of any work. Said notice shall state the name, address, and qualifications of such person, and **Licensors** shall have the right to refuse to permit, condition, or to stop any such work.
10. **Licensee's** use of the office space **shall conform to all County rules and regulations, and local building and fire codes**. **Licensee** shall not engage in or permit any activity on the Premises which causes an increase to **Licensors's** insurance rates or damage to the **Licensors's** property. The use of power tools on the Premises which increases the hazard of fire is strictly prohibited. **Licensee** agrees to fully and promptly compensate **Licensors** upon demand for any and all costs associated with the loss of and damage to **Licensors's** property caused by **Licensee's** use or possession of the Premises.
11. The use of combustible chemicals, painting, welding, or repairs is **strictly prohibited**.
12. **Licensee** shall not exercise any right granted herein in a manner which unreasonably interferes with the lawful use of the building by others.
13. **Licensee** shall permit **Licensors's** authorized agents free access to the Premises at all reasonable times for the purpose of inspection or for making improvements or repairs deemed necessary by **Licensors**.
14. **Licensee** shall not make or cause to be made any alteration to the Office Space without the prior written consent of **Licensors**. **Licensee** shall maintain the Office Space in a safe and unobstructed manner, keeping same free of obstacles, debris and hazardous conditions. **Licensee** agrees to pay for all damages to the Premises, as well as all damage to occupants of the Premises and to the property of those occupants caused by **Licensee's** misuse or neglect of the Premises.
15. The privilege conveyed herein may be subject to real property taxation and/or assessment. In such event, **Licensee** shall pay before delinquency, all taxes or assessments which at any time may be levied by the State, County, City, or any other tax assessment levying body upon the licensed Premises and any improvements or fixtures

located thereon. **Licensee** shall also pay all taxes, assessments, fees, and charges on all merchandise fixtures and equipment owned or used thereon.

16. **THIS LICENSE IS PERSONAL TO THE LICENSEE AND SHALL NOT BE TRANSFERRED, IN WHOLE OR IN PART, OR ASSIGNED. AT LICENSOR'S ELECTION, ANY ATTEMPT TO BY LICENSEE TO DO SO SHALL RESULT IN THE IMMEDIATE TERMINATION OF THIS LICENSE.**
17. Notices required to be given and fees or amounts required to be paid hereunder shall be delivered in person or by mail to the Director of Behavioral Health, County of Ventura, 1911 Williams Avenue, Oxnard, California 93036. Fees and other amounts payable hereunder shall be considered paid by **Licensee** on the date actually received by **Licensor**.
18. In addition to any other indemnifications provided elsewhere in this License, **Licensee** agrees to release, indemnify, defend and hold harmless the County of Ventura, its boards, commissions, districts, agencies, departments, officers, elected and appointed officials, employees, contractors, consultants, volunteers and agents (collectively, the "Indemnified Parties") from and against all liabilities, losses, judgments, lawsuits, causes of action, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees (collectively referred to as "Claim"), which may be imposed or incurred or asserted (whether real or claimed) against the Indemnified Parties by reason of any act, omission, use or possession by **Licensee** or any party acting on **Licensee's** behalf arising from or related to this License.
19. As part of **Licensee's** consideration hereunder, **Licensee** acknowledges and agrees that in no event shall **Licensor** be responsible or liable for theft, loss, injury, damage, or destruction of any of **Licensee's** property, or for any accident or personal injury to **Licensee**, it being specifically understood and agreed that the amount of charges fixed for this License is for the privilege of **occupancy only**.
20. If any provision of this License shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this License and all such other provisions shall remain in full force and effect.
21. No waiver of any default or defaults hereunder shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character.
22. This License may only be modified in writing executed by both parties hereto.
23. **Licensee's** contact information:

Name: _____

Address: _____

Phone #: _____ Business Phone: _____

State License #: _____ Insurance Co. _____

Policy No. _____ Phone #: _____

IN WITNESS WHEREOF, this License is executed by and between **Licensors** and **Licensee** on this
_____ day of _____, 2____.

LICENSEE

By _____

LICENSEE

By _____

LICENSOR
COUNTY OF VENTURA

By _____
Director of Behavioral Health or Agent

ATTACHMENTS

ATTACHMENT A: DESCRIPTION OF THE PREMISES
ATTACHMENT B: CERTIFICATE OF INSURANCE

OFFICE SPACE LICENSE AGREEMENT ATTACHMENT "A"

Descriptions of Premises

1191 Williams Drive, Oxnard, CA 93036

OFFICE SPACE LICENSE AGREEMENT ATTACHMENT “B”
Certificate of Insurance

RFP Attachment "C"

**Peer Services RFP
Non-Collusion Affidavit
To Be Executed By Bidder and Submitted With Proposal**

_____, being first duly sworn, deposes and says that he or she is (Owner) of _____ (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the offered contract; that all statements contained in the proposal are true; and further, that the offeror has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Date

Signed at (Place)

Offeror Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

RFP ATTACHMENT “D”

RFP FACE SHEET

Peer Services RFP

RFP	Date Submitted:
Name of Applicant Agency:	
Contact Person: Project Coordinator: <i>(if different from above)</i> Fiscal Officer:	
Contact Phone Number: Fax Number: Email:	
Mailing Address:	
Brief Project Summary:	
If the applicant agency is currently a contract provider of VCBH, please list any and all current contracts with VCBH and the name(s) of the program:	

RFP ATTACHMENT “E”

REFERENCES

Peer Services RFP

References #1	References #2	References #3
Organization Name		
Contact information		
Project/Partnership Description		
Staff Assigned/Project Dates/Dollar Value		

RFP ATTACHMENT “F”

KEY STAFF LISTING

Peer Services RFP

Name	Position Title	Job Description	Salary/Benefit Information (Annual)

RFP ATTACHMENT “G”
RFP APPLICATION CHECKLIST

Peer Services RFP

	FACE SHEET/COVER PAGE (Attachment D)
	COVER LETTER (1 page maximum)
	EXECUTIVE SUMMARY (1 page maximum)
	RFP – PROPOSAL RESPONSE – Section 3.2
	Section 1- Organization Profile & Qualifications (2 page maximum)
	Section 2- Staff Recruitment, Qualifications & Productivity (3 page maximum)
	Section 3- Program Approach & Work Plan (6 page maximum)
	Section 4- Risk Management (2 page maximum)
	Section 5- Cultural Competency (2 page maximum)
	Section 6- Quality Assurance & Performance Measures (2 page maximum)
	Section 7- Budget (Budget Template Attachment A) Budget Narrative (Page 31, 3 page maximum)
	REQUIRED ATTACHMENTS
	1. Financial Statement (1 page maximum, plus supporting documentation)
	2. References (Attachment E, 1 page maximum)
	3. Business Continuity Plan (1 page maximum)
	4. Bidder Understanding (2 page maximum)
	5. Requirements (2 page maximum)
	6. Compliance with County Standard Contract Terms and Conditions, see section 4.1 page 25. (3 page maximum)
	7. Payment Terms (1 page maximum)
	8. Non-Collusion Affidavit (Attachment C)
	9. Key Staffing (Attachment F) Personnel Qualifications & Resumes