



VENTURA COUNTY  

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**BEHAVIORAL HEALTH**

A Department of Ventura County Health Care Agency

**REQUEST FOR PROPOSALS (RFP)**  
**Mental Health Services Act (MHSA) Services**

DATE ISSUED: November 7, 2024

DATE DUE: December 6, 2024

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GENERAL INFORMATION**

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**1.1 Purpose of RFP**

Ventura County Behavioral Health (VCBH), a division of the County of Ventura, is soliciting proposals from qualified providers to offer a variety of MHSA funded community services. A Community Health Needs Assessment (CHNA), along with a Community Program Planning Process, took place in 2023. Results are published on the VCBH.org website along with the most recent MHSA 3-year Plan 2023-2026 (MHSA 3-year Plan). In the MHSA 3-year Plan, several services were identified to meet the needs that had been identified in the needs assessment report.

The programs that were identified in the MHSA 3-year Plan for implementation are:

1. Emotional support animals for outpatient services
2. Teen drop-in center focused on serving youth with adverse childhood experiences (ACEs) for ages thirteen through nineteen (13-19)
3. Mental health focused events/conferences
4. Mental health services or prevention programs for underserved populations
5. Employment placement services for adults with a serious mental illness

Through this RFP, VCBH is seeking providers to implement any of the following services:

1. Certify and train therapy dogs to provide in person support during therapy and group sessions at outpatient clinics
2. Develop and coordinate a teen drop-in center to combat ACEs through planned activities by and for youth thirteen through nineteen (13–19) years of age.
3. Plan, organize, and host mental health focused events/conferences
4. Mental health services or prevention and early intervention (PEI) programs for underserved communities
5. Assist severe mental illness (SMI) adults with job placements, resume building, and job skills while using the individual placement and support model

Please note that the above-mentioned services are separate and distinct services. Bidders may submit a proposal to meet the requirements for more than one (1) service.

Yearly funding for these services are outlined as followed:

1) Therapy dog Program	\$250,000 per year
2) Teen Drop-in Center Program	\$350,000 per year
3) One Day Community Event or Conference	\$35,000 per event

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4) Mental Health Services or Prevention and Early Intervention Providers	\$250,000 per year
5) Individual Placement & Support (IPS) Employment Services	\$500,000 per year

Therefore, through this RFP the County seeks to: (1) enhance care for individuals living with a mental illness through additional therapeutic practices, (2) provide additional resources to prevent and destigmatize mental health for youth (3) provide clients with a mild to moderate mental health illness, alternative providers aside from VCBH services, (4) identify additional prevention providers for underserved communities, (5) expand employment services for individuals living with serious mental illness.

VCBH welcomes proposals from qualified organizational providers, for any one (1) or multiple separate proposals of the projects mentioned above, that: (1) are experienced or certified in training providing therapy dogs and can administer their uses at outpatient mental health clinics, (2) expand or develop, coordinate, and operate a teen drop in center with activities and resources, (3) have knowledge in training and implementing peer-run evidence-based practices, or (4) are skilled in the measurement and reporting of outcome measures linked to evidence-based practices, (5) are a certified IPS provider for employment services or plan to become a certified provider of the evidence based program, IPS.

**1.2 Nomenclatures**

The terms Bidder, Vendor, or Respondent 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 Bidder, Successful Respondent, and Contractor may be used interchangeably in this RFP and shall refer exclusively to the organization with whom VCBH contracts with because of this RFP.

**1.3 VCBH Background**

VCBH is the public authority at the County level that is responsible for mental health and substance use disorders prevention, education and treatment. 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:

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- Transitional Aged Youth (TAY) ages sixteen (16) to twenty-five (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.

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 MHSA Services Background**

The proposed therapy dog service is a promising practice that would help emotionally regulate a client before, during, or after a mental health appointment and build a bonding relationship between a client and VCBH staff. Recipients of mental health services may have a difficult time building trust or discussing past traumatic events with a new clinician. Clients may feel anxious, afraid, or nervous. Therapy dogs are trained to provide affection and comfort for all age groups from children to adults in locations such as places of employment, hospitals, retirement homes, nursing homes, schools, hospices, and disaster areas.

The proposed Teen Drop-in Center would be equipped to meet the needs of youth, including mental and behavioral needs, education, employment support and linkage to other services. The teen drop-in center will be located in targeted underserved communities of the County with a primary focus on areas such as South Oxnard, North Oxnard, West Ventura, Port Hueneme, and Simi Valley and will focus on vulnerable populations of youth, including Latinx, lesbian, gay, bisexual, transgender, questioning, or queer (LGBTQ+), indigenous youth, and all youths experiencing ACEs in need of resources. Teenagers in Oxnard make up 26.2% of the population in the city and 10.7% of the population is reported to be in poverty according to the most recent United States census. The Teen Drop-in Center will provide teenagers with a safe place to attend after school and provide them with an opportunity for socialization among other teenagers.

The proposed one (1)-day mental health community events/conferences will focus on members of the community or individuals with lived experience to participate in a one-day mental health community event where they can listen to a guest speaker, learn about mental health resources, and network with other community

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members. VCBH will provide support with the one-day events/ conferences to reach the targeted underserved population.

The mental health service programs would provide treatment or assist clients with PEI services throughout the County. Programs under PEI component of MHSA serve to promote wellness, foster health, and prevent suffering that can result from untreated mental illness. Targeted populations include but are not limited to:

- a. Children ages zero through five (0-5) years old
- b. Children and TAY zero through twenty-five (0-25) years old
- c. Childhood Trauma Intervention
- d. Culturally competent care for any of the following: LGBTQ+, emancipated and foster youth, black indigenous people of color (BIPOC) communities, first generation and immigrant youth at risk of experiencing a mental health crisis or homelessness

The proposed employment services for SMI adults' program would require use of the evidence-based model, IPS to provide clients with resume building, interview training, and job placement. IPS supported employment will assist individuals living with a mental health condition to work at regular jobs of their choosing. It is an evidence-based practice of supported employment, and it's based on eight (8) principles: (1) competitive employment, (2) systematic job development, (3) rapid job search, (4) integrated services, (5) benefits planning, (6) zero exclusion, (7) time-unlimited supports, and (8) worker preferences. Mainstream education and technical training are included as ways to advance career paths. Utilizing the IPS model, this program would benefit individuals living with a mental health condition by providing them with income, improved self-esteem, increased social and quality of life, better control of symptoms, reduced substance use, and reduced hospitalizations. Providers may already be certified in IPS or propose their plan to become certified to provide IPS services.

The proposed programs for the Teen Drop-in Center Program, one (1) day community event or conference, mental health services, and/or PEI providers would fall within one of the following PEI strategies:

- 1) Provide access and linkage to treatment,
- 2) Improve timely access to underserved populations,
- 3) Stigma and discrimination reduction.

Proposed services for the Therapy Dog Program, mental health services, PEI providers, and/or IPS employment services would fall under Community Services and Supports (CSS).

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Depending on the program that is developed, mental health services or PEI providers could be either a CSS or a PEI funded program. CSS programs can fund outreach and engagement for seriously mentally ill individuals or provide general system development services for this RFP.

Through several stakeholder meetings, community planning meetings , and the MHSA website, a wide variety of projects that have been presented previously but are not yet funded, could be developed though this RFP.

**1.5 Target Population to be Served**

***Ventura County Population Information***

In 2022, Ventura County had an estimated population of 832,871, with Hispanic/Latinos making 44.5% of the population and non-Hispanic/Latino 55.5%. The median household income is \$102,141 (in 2022 dollars). However, 10.7% of people in the County are at or below the poverty line. Thirty-eight percent (38%) of households speak a language other than English as their primary language, with 28.8% of households speaking Spanish as their primary language in the home.

Ventura County’s population is divided into the following age groups/percentages:

- 18 years of age and under.....22%
- 19 to 64.....60%
- 65 years and over.....18%

Ventura County’s race and ethnicity percentages are as follows:

- Caucasian/White .....42%
- Hispanic/Latino.....44%
- African American.....2%
- Asian/Asian Pacific Islander.....7%
- Mixed.....4%
- Other.....1%

**SECTION 1.0****GENERAL INFORMATION*****Therapy Dog Program Targeted Population (not to exceed \$250,000 per year)***

Individuals to be served by this CSS program include both children and adults who receive services at any of the VCBH youth and family outpatient clinics, as well as the adult outpatient clinics. CSS is the largest component of MHSA and focuses on community collaboration, cultural competence, client and family driven services and systems, wellness, and integrated service experience for clients and families, as well as serving the unserved and underserved.

***Teen Drop-in Center Program Targeted Population (not to exceed \$350,000)***

Individuals to be served under this PEI program include teens ages thirteen through nineteen (13–19). Core competency building can directly counteract the effects of ACEs and build resiliency in youth. Teenagers in Oxnard currently make up 26.2% of the population in the city with 75.4% of the entire city population identifying as Hispanic. About 33.5% of Oxnard residents are born outside of the United States and 11.6% of those residents work in the agriculture industry.

***One (1)-Day Community Event or Conference (not to exceed \$35,000 per event)***

Individuals to be served under this section would include, but not limited to, community members, individuals with lived experience, Latinx, Mixteco, and LGBTQ+. Events would be planned according to the targeted population or age group. Participants attending this event will leave with a better understanding of mental health topics and gain the opportunity to obtain other community resources.

***Mental Health Services or Prevention and Early Intervention Providers Targeted Population (not to exceed \$250,000 per year)***

Individuals served by this program can be children, teens, transitional age youth, adults, or the elderly. The Bidder will provide mental health services or PEI services to the following age groups or populations listed below:

- a. Children ages zero through five (0-5)
- b. Children and TAY ages zero through twenty-five (0-25) experiencing or at risk of school failure or removal from home
- c. Childhood Trauma Intervention
- d. Culturally Competent care for any of the following: LGBTQ+, emancipated and foster youth, BIPOC communities, first generation and immigrant youth, at risk of experiencing a mental health crisis or homelessness

***IPS Employment Services for SMI (Not to exceed \$500,000 per year)***

Individuals served under this section would include adults living with a SMI and are interested in entering the workforce. Clients would not be excluded because of diagnosis,



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recent hospitalizations, or criminal justice history.

**1.6 General Requirements**

VCBH desires to identify contractors that can provide any of the MHSA services mentioned above. A detailed description of the services/tasks that VCBH is requesting proposals for is provided below:

1. Therapy Dogs: Proposals for this section should support VCBH outpatient youth and adult clinics by providing trained and insured therapy dogs to help our clients reduce stress, anxiety, fear, and regulate a clients emotions. Along with a VCBH clinician, the Bidder will co-facilitate “Pet Therapy” sessions of different age groups though youth and adult outpatient clinics. The Bidder must have experience in training and facilitating interaction with animal support services and be comfortable interacting with clients of all ages. The Bidder will assume full responsibility for the dog’s care, behavior, and assessment of ability to interact with clients at the VCBH clinics. In addition, providers must have a minimum of two (2) years’ experience providing such services or similar services to another contractor.
2. Teen Drop-in Center: Proposals for this section should support VCBH by creating or expanding a drop-in center in underserved communities such as, South Oxnard, North Oxnard, West Ventura, Port Hueneme, or Simi Valley for teenagers that will address PEI programs and activities that will provide access and linkage to mental health services, improve timely access to services for underserved population, and provide stigma and discrimination reduction. This effort is modeled off the successful teen centers located in Santa Paula and Fillmore though the innovation project, Conocimiento: Combatting ACES though Core Competencies. The Bidder must be able to utilize community collaboration to reduce adverse outcomes in teenagers living in poverty or with ACES, have knowledge of community resources, and be able to identify early if further mental health treatment is needed.
3. One (1)-Day Mental Health Community Events (professional or community focused conferences): Proposals under this section would provide community based organizations, with support from VCBH, an opportunity to host a one-day mental health conference or community event. These conferences or events could focus on one of the following: stigma reduction, prevention, awareness, education, early intervention information, or a mental health intervention conference. Guest speakers selected to participate in the events or conferences must be knowledgeable and able to resonate with the target audience. Bidders will be responsible for organizing, locating a desired location, contracting guest speakers, providing interpretation services for guests, and

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communicating with VCBH on additional resources needed. Flyers, materials, and handouts provided during the event must also be translated and available in other languages based on targeted audience.

4. Mental Health Services or PEI Providers: Proposals under this section will support VCBH with the development of additional mental health services and prevention programs for underserved communities. The Bidder will be responsible for providing treatment or outreach, access, and linkage to mental health treatment. The additional providers will also improve timely access and destigmatize mental health treatment for underserved populations. Categories that services should focus on are listed below:
  - a. Early intervention or outreach and engagement for children ages zero through five (0-5)
  - b. School age youth experiencing or at risk of school failure or removal from home
  - c. Childhood trauma
  - d. Culturally competent and linguistically appropriate interventions
5. Employment Services for SMI Adults: Using the IPS Model Proposals under this section will support VCBH with providing employment services for adults living with a SMI, seeking to enter the workforce. The Bidder would provide minimal job coaching (mock interviews), resume building, ongoing support, and job placement for their respective client. The Bidder would be responsible for building relationships with prospective employers looking to hire potential job seekers enrolled in this program.

**1.7 Respondent Eligibility and Qualifications**

To be deemed eligible and qualified to submit a proposal of qualifications, a Respondent must demonstrate in their proposal that they meet the following minimum requirements by the deadline that is specified to submit a proposal. A Respondent that does not demonstrate that they meet these minimum requirements will be considered non-responsive and will not be eligible for evaluation and consideration for award of the contract.

**Suspension and Debarment**

To be eligible to submit a proposal, a Respondent 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

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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 (4) 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 Respondent should verify that it is not on either list prior to submitting a proposal by using the links above or the Respondents sanction check provider. If a Respondent is erroneously listed on either sanction list, they will be responsible for correcting the error prior to the submittal of their proposal.

VCBH requires that all potential contract entities attest/disclose that they are not under investigation for Medi-Cal fraud. VCBH also 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 becomes 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,

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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: <https://businesssearch.sos.ca.gov/>. Each Respondent should verify their status designation prior to submitting a proposal of their qualifications. If a Respondent’s status requires correction, this correction must be made prior to the submittal of their proposal of qualifications.

**Vendor Required Experience**

In their proposals, Respondents will need to detail services they have provided that are like the services outlined in this RFP they have performed without a plan of correction or contract failures.

**Vendor Permits and Licenses**

Unless otherwise provided herein, the successful Responder shall:

- Have all permits, licenses, and certifications necessary for the performance of the contract. Licenses and certifications issued by the State of California shall be in good standing. Proof of compliance with this provision will need to be provided to VCBH.
- Pay all charges and fees necessary for the performance of the contract.
- Give all public notices necessary for the lawful performance of the contract.

**1.8 Timeline**

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

Issue RFP.....	November 7, 2024
Respondent Registration.....	December 6, 2024
Respondent Questions Due to VCBH.....	November 15, 2024
Question Responses Released.....	November 22, 2024
Responses to RFP Due by 4 p.m.....	December 6, 2024
Contractor Selection/Notification.....	January 24, 2024
Contracts Finalized.....	January 31, 2024
Board of Supervisors/GSA Approval.....	March 18, 2025
Operations Initiated by Contractors.....	March of 2025

**1.9 Intent to Bid**

Each bidder is responsible for indicating their intent to bid by December 6, 2024 through the Ventura County Bonfire system at:

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<https://ventura.bonfirehub.com/opportunities/160654>

**1.10 Bidder Bonfire Support**

Any technical questions or issues related to the use of the Bonfire System may be sent to [support.bonfire@eunasolutions.com](mailto:support.bonfire@eunasolutions.com).

**1.11 Questions about the RFP**

It is the responsibility of each Bidder to ensure that they are clear on the proposal requirements. Please use the Messages Section of the Bonfire System project page to submit your questions to VCBH Provider Network Operations Administrator, Michele Morris, by The VCBH Contracts Administrator facilitating this RFP is the only individual authorized to answer questions related to this RFP. The questions and answers will be distributed through the online Bonfire fire system to all registered bidders. No additional questions will be accepted after this deadline. VCBH will answer bidder questions requesting clarity on the RFP requirements by November 22, 2024.

The questions and answers will be made available on the Bonfire System Messages Section (see Public Notices) at:

<https://ventura.bonfirehub.com/opportunities/160654>

**1.12 Instructions for Respondents**

**a. Submittal Deadline**

Completed proposals should be submitted through the Bonfire System

<https://ventura.bonfirehub.com/opportunities/160654>

no later than 4:30 p.m.,

Bidders are allowed to submit more than one (1) proposal for any of the RFP services/tasks, and with different methods of meeting any one or more of the various RFP services/tasks requirements. Proposals must be labeled with the service/task that they correspond to. If a Bidder submits more than one proposal for a service/task, one proposal must be marked “Base Proposal – Task #(insert number here)” and the others shall be marked “Alternate Proposal – Task #(insert number here)”, “Alternate Proposal - Task #(insert number here)”, etc. Each base proposal and alternate proposal shall be submitted in accordance with the terms and conditions of this RFP.

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Bidders are responsible for making certain their proposals are received on or before the proposal submittal deadline. The receiving time in the Bonfire system will be the governing time for acceptability of proposals---no late submittals will be allowed.

**b. Response Format and Content**

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

Please note that some RFP questions require the Respondent to provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for the rejection of a response. 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 responses, Respondent proposals should be submitted in the format described in this RFP. Specifically, Respondents should present their proposals in the order described below (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 12-point font size. Margins should be one inch all around. All pages must be numbered. Single or double spacing is acceptable.

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

**1. Cover Letter/Signature on Response (Limited to one (1) page)**

Respondents must provide a cover letter on company letterhead that is signed by the individual(s) who is/are authorized to bind the Respondent contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the Respondent's organization.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with program/fiscal/contract questions or

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issues. Include the contact name(s), type of questions/issues they can respond to, title, address, telephone number, fax number, and email address.

**2. Company Profile/Experience (Limited to six (6) pages of text)**

Provide a company profile. The profile must include the following information:

- i. Company name, address, and telephone number. Please ensure that you provide your company's legal name.
- ii. Company ownership. If incorporated, the state in which the company is incorporated and date of incorporation.
- iii. Proof of License and Certification. Provide a copy of your license and certification that shows you are in good standing in the State of California.
- iv. Location of the company's offices. Location of the office(s) servicing any California contracts.
- v. Number of employees both locally and nationally.
- vi. Location(s) from which employees will be assigned to VCBH contract.
- vii. Company background/history.
- viii. Company experience, qualifications, and length of time operating the type of services described in this RFP. Respondents are to provide an explanation of why they are qualified to provide the services described in this RFP. Respondents must provide a description of the type of services that were provided in the past or currently, including the number of staff, location of services, and date the services were provided.
- viii. The Respondent must also include a complete disclosure of any alleged significant prior or ongoing contract failures. Disclosure of any alleged significant prior or ongoing plan of correction and contract failures, any past or pending civil or criminal litigation or investigations which involve the respondent or which the Respondent has been found guilty or liable. VCBH also requires that all potential contract entities self-disclose any pending investigations,

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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 investigations to exclude or exclusions from Medi-Cal, Medicare, and Medicaid programs). Failure to fully comply with this provision may disqualify a respondent.

VCBH reserves the right to reject any or all responses. VCBH reserves the right to reject any responses based upon the Respondent's: (1) non-compliance with the eligibility or qualifications requirements in this RFP, (2) non-compliance with RFP requirements, and (3) 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.

**3. References (Limited to one (1) page - Use Attachment A)**

Respondents must provide a minimum of three (3) references from services performed within the last three years. Information provided shall include:

- a) Organization name
- b) Project manager/reference contact name and telephone number
- c) Project/Services description
- d) Starting and ending project dates
- e) Dollar value of contract
- f) Staff who were assigned to the project and will be assigned to the VCBH contract per this RFP

**4. Staff Recruitment, Qualifications, and Productivity Response (Limited to four (4) pages of text, plus attachments)**

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

- a) Provide descriptions of each position you propose to fund under this proposal and the tasks/workload that they will complete in support of the contracted services.
- b) Describe your plan to hire and manage staff. What positions will be created/added/hired to perform this work? How will responsibilities be organized and overseen? How long will it take to hire?
- c) If your organization plans to sub-contract work, indicate the name and address of the organization, type of work, and tasks they will perform.



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Identify the staff to be assigned, their position, qualifications, and representative experience.

**5. Program Approach and Work Plan Response (Limited to 5 pages of text)**

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

- a) Describe your program implementation plan. Include information related to your organizational transition timeline, implementation process, and training needs.
- b) Describe specifically how services you propose to provide can advance the goals and objectives defined in this RFP. Which objective(s) will your proposed services help to achieve? Please include details regarding all program/service components and goals. Please detail how you will align services with VCBH's vision for service provision as detailed in Section 1.3.
- c) Describe how supervision, management, and support for the day to day program operation will be provided.
- d) Describe the research or practical basis of your proposal, including the use of evidence-based programs (EBP) or proven strategies.

**6. Service Delivery Questionnaire Response (Limited to five (5) pages per task, plus Attachments, Attachment B)**

To gather more specific information about Respondent's ability to meet VCBH's service needs, please provide a response to the questions listed in Attachment B for the services/tasks you wish to submit a bid. Responses should consider and correspond to the needs specified in Section 1.4: MHSA Services Background.

**7. Cultural Competency Response (Limited to two (2) pages of text)**

In this section, the Bidder shall:

- a) Describe how their organization will work to establish a program that is culturally and linguistically competent (aligned to the population of Ventura County).
- b) Describe any potential challenges to establishing a program that is culturally and linguistically competent and how these challenges will be addressed.
- c) Describe how adherence to the principles of strength-based, client, and

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family-driven services and programming will be routinely assessed and improved upon.

**8. Budget (Limited to three (3) pages of text, plus Attachment C)**

To assist VCBH in determining the potential cost of a Bidder's services, Bidder's must use the budgets in Attachment C to submit budgets and supporting schedules that respond to the staffing guidelines, training, supervision, management, and services detailed in this RFP. For Bidders submitting proposals for treatment services, the MHS Medi-Cal Specialty Mental Health Services (SMHS) budget template must be used. For all non-treatment services, the MHS Non-Medi-Cal Services budget template is to be used. Respondents are to submit a budget narrative and one budget proposal that responds to the requirements detailed in this RFP, and which covers a twelve (12) month period with the option for three (3) additional one (1) year extensions.

- a. Year one (1): The budget timeline is for a four (4) month period, March 1, 2025 through June 30, 2025. Year (2) July 1, 2025 through June 30, 2026 VCBH recognizes that the selected provider will need to conduct various start-up activities in advance of and in preparation for program services delivery, therefore, the Year 1 budget should include a start-up budget and an operational budget. Both a start-up budget and regular operational budget template are provided in Attachment C.
- b. Indirect expenses are not to exceed 15% of direct expenses and should include expenses that are not tied to the direct provision of client services. For each budgetary line item, in the cost assignment explanation column of the budget tab of Attachment C, include a description of the item, your calculations, annual amount, and any additional information that justifies the expense.
- c. See Attachment C for the applicable budget (Medi-Cal/Non-Medi-Cal).

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.

**9. Compliance with County Standard Contract and Insurance Requirements (Limited to three (3) pages)**

The successful Respondents will be required to enter into a written contract with VCBH (see Attachment D). Respondents shall review the County's

**SECTION 1.0  
GENERAL INFORMATION**

standard contract which shall form the basis for any contract entered into hereunder and state their acceptance of the contract terms as presented. Any comments, deviations, or exceptions to this contract must be provided in your response. 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 section. Deviations considered excessive by the County may eliminate or reduce the score of a Respondent.

The successful Bidders shall acquire and maintain all insurances described in Section 9 of the standard contract and adhere to payment terms (see Attachment D).

**1.13 Response Review and Evaluation**

**1. Validation**

Responses will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

**2. Evaluation**

Responses shall be evaluated in accordance with, but not limited to, the following criteria:

**a. Proven Performance and Support**

The Respondent's background, experience, and organizational stability will be assessed. The evaluation will focus on the Respondent'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 review process.

**b. Support**

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

**c. Requirements/Specifications (plan and approach)**

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Proposals will be evaluated on the following: general quality and responsiveness to the terms, conditions, time of performance, completeness and thoroughness, ability to grasp the work to be performed, approach to be used, and ability to meet the requirements/specifications outlined in this RFP.

d. Cost

The qualification proposals will be evaluated on the basis of the Respondent’s reasonableness of cost.

e. Compliance with Contract Terms and Conditions

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

Using the evaluation criteria described above, proposals will be evaluated and scored on the basis of a 610-point scale, using the assigned weights listed below:

<b>Evaluation Criteria</b>	<b>Point Value</b>
Company Profile and Experience	30
Staff Recruitment, Qualifications, and Productivity	50
Program Approach and Work Plan	100
Questions by Task	100
Cultural Competency	50
Budget Request	200
Technical Requirements	80
<b>Total</b>	<b>610</b>

3. Award

Contracts will be awarded to the Bidders offering the most advantageous proposals 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:

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- 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.

The summary of evaluation scores will not be released until after award of the contract. VCBH will not be obligated to accept the lowest priced proposals but will make an award in the best interests of VCBH after all factors have been evaluated. While VCBH intends to enter into contracts for these services, VCBH 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. The County reserves the right to award this RFP per task, to one (1), multiple, or no Bidders of this solicitation. VCBH reserves the right to award the contracts to Bidders 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 Bidders. A Notification of Intent to Award may be sent to any selected Bidder but does not 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 \$200,000.

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

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**1.14 Presentations**

Respondents may be invited to make presentations to VCBH, if needed.

**1.15 Site Visits**

VCBH reserves the right to schedule site visits to Respondent's facilities or current operational sites to assess the capability and ability of the respondent to fulfill a contractual obligation with VCBH.

**1.16 Additional Information**

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

**1.17 Protest Procedures**

For a protest to be considered, the protest must be made in writing, signed by the Respondent's authorized representative, and delivered to the VCBH Provider Network Operations Manager at 1911 Williams Drive, Suite 200, Oxnard, CA 93036. The VCBH Provider Network Operational 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.

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- 4) A detailed statement of the legal and/or factual grounds for the protest.
- 5) The form of relief requested.

d. Protest Process

- 1) If the VCBH Provider Network Operations 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 Strategy, Planning, and Administrative Services 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 for review and resolution. The decision issued by the VCBH Director shall be final and is not appealable.

**1.18 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 (see Attachment E in Bonfire System Public File Section).

**1.19 Proposal Validity**

Proposals submitted hereunder shall be firm for one-hundred and twenty (120) calendar days from the due date and through the initial twenty-four (24) month period of operation.

**1.20 Payment Terms**

Contractors will be paid monthly in arrears for services delivered within forty-five days of a correct and approved invoice.

**VENTURA COUNTY BEHAVIORAL HEALTH  
MENTAL HEALTH SERVICES ACT SERVICES RFP**

**ATTACHMENTS**



**RFP ATTACHMENT "A"**

**REFERENCES**

**MENTAL HEALTH SERVICES ACT SERVICES RFP**

References #1	References #2	References #3
<b>Organization Name</b>		
<b>Reference Contact information</b>		
<b>Project/Services Description</b>		
<b>Staff Assigned to Referenced Project</b>		
<b>Project Dates (Start &amp; End) &amp; Project Dollar Value</b>		

## RFP ATTACHMENT “B”

### SERVICE DELIVERY QUESTIONNAIRE BY TASK

Bidders may provide a written narrative for one (1) or more of the task areas listed below.

The written narrative shall be limited to five (5) pages, not including attachments, per task, responding to the questions listed under each task for which services are proposed.

Please clearly label responses according to the task number and subsequent questions/prompts under that task in the order they appear a), b), c) etc., being sure to attach any requested supporting documentation as an attachment. Attachments submitted, if any, such as sample products, plans or documents, should also be clearly labeled by task number for ease of review by Evaluation Committee.

#### Therapy Dogs RFP Questions

- a) Describe the program that is being proposed.
- b) Describe your agency’s experience providing therapy dog services to other partner organizations such as health care, schools, or mental health clinics.
- c) Explain how your agency proposes maintain the staffing and support animals needed to ensure timely access to services.
- d) Describe your timeline to be able to provide your services to VCBH outpatient clinics. Please include your start up planning period and a table that clarifies the proposed schedule of services by week or month and geographic capability.

For example , please see table below:

<b>Planning</b>			
<b>Duration</b>		<b>Activity</b>	
<b>8 weeks</b>		<ul style="list-style-type: none"><li>• Hiring, payroll, forms development, staff training.</li><li>• Meeting with clinic administration to confirm scheduling and primary contacts</li></ul>	
<b>Proposed Services</b>			
<b>Mondays</b>	<b>Wednesdays</b>	<b>Thursdays</b>	<b>Total</b>
Two (2) hours in Ventura Clinics	Two (2) hours in Oxnard	Two (2) hours in Conejo One (1) hour Simi Valley	Seven (7) Hours of services One (1) hour Administration

- e) Explain how your organization would schedule ahead of time and follow up to track sessions to ensure outpatient clinics can have access to your service.

#### Teen Drop in Center RFP Questions

- a) Describe the program that is being proposed.
- b) Identify the marginalized and vulnerable youth population(s) being targeted with this program.
- c) Describe the needs being addressed.
- d) Describe in detail the proposed schedule and types of services your organization would focus on providing for this drop-in center. How will you involve youth in the planning of the program?
- e) Explain what geographic region the teen center will be located and what are the local needs in that region.
- f) Does this program/service currently exist?
  - a. If yes, how long has it been in existence?
    - 1) What are the current funding sources and annual amounts being provided?
    - 2) Will these funding sources and amounts continue if you are awarded a grant?
  - b. If not, state when the program/services will be ready to provide services.
- g) Identify the steps needed to begin providing services.
- h) Will you commit other funds outside of this grant to support the program/service?
  - a. If yes, identify the funding source(s) and the annual amounts that will be committed to support this program/service.
- i) Identify the expected outcomes from your program/service.
- j) How will you plan to continue the program once the funding is concluded in June of 2026?
- k) Describe the types of data that will be collected to monitor and measure the program's success.

### **Mental Health Community Events or Conferences**

- a) Describe your agency's experience planning, organizing, and promoting mental health conferences or events.
- b) Have you provided a mental health conference or event with the support of VCBH in the past?
- c) Explain in detail what your one (1)-day event or conference would consist of. (Example: guest speakers, activities, resource tables)
- d) Which geographical area in the County, underserved community, or population would your event target?
- e) Describe the topic that your event or conference would cover.
- f) Describe the intended goal or desired outcome of the community event and/or program.

### **Mental Health Services or Prevention Providers RFP Questions**

- a) Describe the program that is being proposed.
- b) Identify the marginalized and vulnerable youth population(s) being targeted with this program.
- c) Describe the need(s) being addressed.
- d) Does this program/service currently exist?

- a. If yes, how long has it been in existence?
  - b. What are the current funding sources and annual amounts being provided?
  - c. Will these funding sources and amounts continue if you are awarded funding?
  - d. If not, please include a proposed timeline and state when the program/services will be ready to begin.
  - e. Identify the steps needed to begin.
- e) Describe your agency's experience with mental health treatment or prevention and or early intervention services.
- f) Identify areas of expertise in one (1) or more of the prevention services (access and linkage to services, stigma & discrimination reduction, timely access to services for underserved populations).
- a. Will you commit other funds outside of this grant to support the program/service?
    - 1. If yes, identify the funding source(s) and the annual amounts that will be committed to support this program/service.
    - 2. Identify the expected outcomes from your program/service.
  - b. Describe the types of data that will be collected to monitor and measure the program's success.
  - c. Describe the types of services you would be providing and your targeted population.

### **Employment Services for SMI Adults**

- a) Describe in detail your agency's experience providing employment services to individuals with a mental health illness or certification in IPS.
- b) Explain your past with IPS certification or your plan to become an IPS certified agency.
- c) Provide in detail your experience building relationships with employers.
- d) How do you implement IPS at your program or how would you incorporate the IPS model into your regular services?

## **RFP ATTACHMENT “C”**

### **BUDGET TEMPLATE**

Excel Budget Template worksheet is available in the Bonfire System as Attachment “C” – Budget Template.

In Attachment “C,” include all budget information and describe how each line item was calculated and the assumptions that were used to develop the costs.

## RFP ATTACHMENT "D"

### STANDARD PROVIDER AGREEMENT

COUNTY OF VENTURA CONTRACT NUMBER # \_\_\_\_\_

#### CONTRACT

This Agreement entered into this (insert date), by and between County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter called "COUNTY" and (Insert Contractor Legal Entity Name, State, and form of organization), hereinafter called "CONTRACTOR." This Agreement will be administered on behalf of the County by the VCBH Director or his/her authorized representative ("Director").

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged by COUNTY for the purpose of performing certain services;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

#### 1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, CONTRACTOR will perform services for COUNTY in accordance with the terms, conditions and specifications set forth herein and the attached Exhibit "A" which is incorporated as part of this Agreement.

#### 2. PAYMENT FOR SERVICES

In consideration of the services rendered in accordance with all terms, conditions and specifications COUNTY will make payment to CONTRACTOR in the manner specified in the attached Exhibit "B", which is incorporated as part of this Agreement.

#### 3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is intended or created by this contract, it being understood that CONTRACTOR is an independent contractor, and neither CONTRACTOR nor any of the persons performing services on behalf of CONTRACTOR pursuant to this Agreement, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Agreement or otherwise against COUNTY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

CONTRACTOR in the performance of its obligation 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.

If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the 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, and COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

**Special Indemnity** – CONTRACTOR will indemnify and hold harmless the COUNTY from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura by CONTRACTOR's employees, contractors and subcontractors relating to the employee's right to employment, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.

The CONTRACTOR will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto, and all similar State and Federal acts or laws applicable.

COUNTY may, without breaching this Agreement or any duty owed to CONTRACTOR, contract with other individuals and entities to render the same or similar services as CONTRACTOR.

#### **4. NON-ASSIGNABILITY**

CONTRACTOR may not assign this Agreement or any portion thereof, to a third party without the prior written consent of COUNTY, and any attempted assignment without such prior written consent will be null and void and will be cause, at COUNTY'S sole and absolute discretion, for immediate termination of this Agreement.

#### **5. TERM**

This Agreement will be in effect from (insert term date) subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this Agreement.

Continuation of the Agreement is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to affect such continued payment are not appropriated, COUNTY may terminate this project as thereby affected and CONTRACTOR will relieve the COUNTY of any further obligation, therefore.

#### **6. TERMINATION**

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In the event of termination under this paragraph, CONTRACTOR will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Agreement. On completion or termination of this Agreement, COUNTY will be entitled to immediate possession of, and CONTRACTOR will furnish on request, all computations, plans, correspondence, and other pertinent data gathered or computed by CONTRACTOR for this particular Agreement prior to any termination. CONTRACTOR may retain copies of said original documents for CONTRACTOR's files. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled to by law or under this Agreement.

#### **7. DEFAULT**

If CONTRACTOR defaults in the performance of any term or condition of this Agreement, CONTRACTOR must cure that default by a satisfactory performance within ten (10) days after service upon CONTRACTOR of written notice of the default. If the CONTRACTOR fails to cure the default within that time, then COUNTY may terminate this Agreement without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

#### **8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Agreement will be at the sole risk of the CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), 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, judgments, costs (including attorney's fees), 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 Agreement.

#### **9. INSURANCE**

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance and list COUNTY's primary address, 800 South Victoria Avenue, Ventura, CA 93009 on all insurance documents.



- 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.
- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, civil rights violations, products/completed operations broad form blanket contractual legal liability. **(if applicable)**
  - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and 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. (if applicable)**
  - 3) Worker's 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. **(if applicable)**
  - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. **(if applicable)**
  - 5) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies, or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism, and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply. **(if applicable)**
- C) 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.
- D) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- E) The County of Ventura, VCBH, and any applicable Special Districts are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement on all policies required (except for Worker's Compensation and Professional Liability). As part of the insurance verification process, CONTRACTOR will submit the Additionally Insured Endorsement to COUNTY as a separate document.
- F) CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, any applicable special districts, officers, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under the terms of this

Agreement. As part of the insurance verification process, CONTRACTOR will submit proof of the waiver of subrogation to COUNTY as a separate document.

- G) 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 of Ventura, Risk Management Division and VCBH.
- H) 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) A separate additional Insured endorsement for General Liability Insurance.
  - 3) A separate Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others and 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 Agreement.

- I) It is the responsibility of 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 this Agreement.
- J) 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 provisions of this Agreement or otherwise under the law.
- K) CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when this Agreement 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.

#### **10. INVESTIGATION AND RESEARCH**

CONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research, and not upon any representation made by the COUNTY or any of its officers, agents, or employees, except as provided herein.

#### **11. AMENDMENTS**

COUNTY may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the

amount of CONTRACTOR's compensation which are mutually agreed upon by and between COUNTY and CONTRACTOR will be effective only when incorporated in written amendments to this Agreement executed by both parties.

## **12. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having such interest will be employed or retained by CONTRACTOR under this Agreement.

## **13. CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by CONTRACTOR under this Agreement which COUNTY requests in writing to be kept confidential, will not be made available to any individual or organization by CONTRACTOR without the prior written approval of the COUNTY except as authorized by law.

## **14. OWNERSHIP OF DATA**

COUNTY retains ownership and exclusive rights to all data and materials collected, created or analyzed as part of the scope of work described in Exhibit "A." Reports produced on the basis of these data are work for hire, and their public release and dissemination is entirely at the discretion of the COUNTY, and that any presentations, publications, reports or other use of these data, for use in conferences or seminars, or for other purposes, requires written permission from the COUNTY.

## **15. NOTICES**

All notices required under this Agreement will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA  
GENERAL SERVICES AGENCY  
PROCUREMENT SERVICES  
800 SOUTH VICTORIA AVENUE, L#1080  
VENTURA, CALIFORNIA 93009  
AND  
VENTURA COUNTY BEHAVIORAL HEALTH  
PROVIDER NETWORK OPERATIONS UNIT  
1911 WILLIAMS DRIVE, SUITE 200  
OXNARD, CA 93036

TO CONTRACTOR: PROVIDER NAME  
ADDRESS

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

15. **MERGER**

This Agreement supersedes any and all other contracts, either oral or written, between CONTRACTOR and the COUNTY, with respect to the subject of this Agreement. This Agreement contains all of the covenants and contracts between the parties with respect to the services required hereunder. CONTRACTOR acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of the COUNTY except those covenants and contracts embodied in this Agreement. No contract, statement, or promise not set forth in this Agreement will be valid or binding.

16. **GOVERNING LAW**

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, will be construed pursuant to and in accordance with the laws of the State of California.

17. **SEVERABILITY**

If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement terms will remain in full force and effect and will not be affected.

18. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

19. **COMPLIANCE WITH LAWS**

Each party to this Agreement will comply with all applicable laws.

20. **CONTRACT REDUCTION**

In the event that the Board of Supervisors, County Executive Officer, or VCBH DIRECTOR implement reductions to the current fiscal year-budget or in the event any of the State or Federal funding entities for this Agreement do not appropriate

sufficient funds or implement reductions, the VCBH Director or designee will notify the CONTRACTOR that a reduction to the maximum contract amount will be made to ensure fiscal compliance with specified budget and funding source reductions. Contract reductions will be made effective thirty (30) days from the date of the written notification from the VCBH DIRECTOR or designee.

21. **EXTENT OF CONTRACTUAL DOCUMENTS**

This Agreement shall consist of this basic document and Exhibits "A," "B," "C," "D," and all laws and governing instruments previously referred to in this Agreement or in any of the Exhibits made part of the Agreement and constitutes the entire Agreement between the parties regarding the subject matter described herein.

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: STANDARD SERVICES TERMS AND CONDITIONS

EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT

22. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

23. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**(Insert Contractor Legal Entity Name)**

**COUNTY OF VENTURA**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Secretary of State Entity Number

**(Insert Contractor Legal Entity Name)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* If a corporation, this Agreement 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, (c) the Chief Financial Officer or Treasurer, or (d) Assistant Treasurer.

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

**EXHIBIT "A"**  
**Description of Services**  
**(INSERT CONTRACTOR LEGAL ENTITY NAME)**  
**(insert term dates)**

**EXHIBIT "B"**  
**PAYMENT PROVISIONS**  
**(INSERT CONTRACTOR LEGAL ENTITY NAME)**  
**Insert Term Dates**

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period (insert term) dates shall not exceed a budget of \$xx,xxx. See attached budget or rates below.

B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the operational budget (see attached budget) and rates. Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein exceed the maximum amount specified in Section A above.

C. CONTRACTOR shall bill COUNTY monthly in arrears by using the 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 with the content specified by COUNTY. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (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 re-submittal and will result in payment delay. Late invoices 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) business 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 the 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. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing and revenue production.

G. 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 COUNTY. Reimbursement shall be made by CONTRACTOR.

## BUDGET

A.

**Insert budget here**

B. **Budgetary Line-Item Adjustments**

Budgetary line-item adjustments must be pre-approved by the COUNTY. CONTRACTOR must provide advance notice to COUNTY of the need for a budgetary line-item adjustment and submit all documentation and information needed to evaluate and support the budgetary line-item adjustment. Upon approval from the COUNTY, adjustments to budgetary line items will be subject to any conditions imposed by COUNTY. Any approved increase to a budgetary line-item must identify a corresponding decrease to ensure that the total contract maximum, as set forth in this Agreement, is not exceeded. Budgetary line-item adjustments that exceed 10% will require an amendment.

C. **Travel**

Travel will be reimbursed according to COUNTY travel reimbursement policies. Mileage will be reimbursed at the IRS rate approved and in effect at the time of travel and following COUNTY travel policies.

**EXHIBIT "C"**  
**STANDARD SERVICES TERMS AND CONDITIONS**

1. **BUSINESS ASSOCIATE AGREEMENT**

As part of this Agreement CONTRACTOR shall agree with and abide by the provisions set forth in the attached Business Associate Agreement (Exhibit "D"), which by this reference is made a part hereof.

2. **EQUIPMENT PURCHASE AND OWNERSHIP**

CONTRACTOR shall comply with all applicable COUNTY equipment purchasing policies and procedures when purchasing equipment (PC, laptop, tablet, printer, etcetera) that will be used to conduct the services specified in this Agreement. Prior to equipment purchase, CONTRACTOR must request from COUNTY the list of standard equipment devices that may be purchased by CONTRACTOR. CONTRACTOR will not be reimbursed for any equipment that does not follow COUNTY policies and procedures or is not on the list of standard equipment devices.

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. The CONTRACTOR shall make all equipment available to the COUNTY during normal business hours for tagging of inventory. CONTRACTOR shall submit the equipment list to COUNTY annually within sixty (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. The 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 the 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.

25. **NON-DISCRIMINATION**

A) General

According to the California Constitution, Article 1, Section 31 and the California Government Code section 12940, no person will, on the grounds of any of the

protected categories listed therein, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.

B) Employment

CONTRACTOR will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. CONTRACTOR's personnel policies will be made available to COUNTY upon request.

**Federal Law Requirements:**

- Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in Federally funded programs.
- Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- Age Discrimination in Employment Act (29 CFR Part 1625).
- Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under Federal contracts and construction contracts greater than \$10,000 funded by Federal financial assistance.
- Executive Order 13166 (67 FR 41455) to improve access to Federal services for those with limited English proficiency.
- The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

**State Law Requirements:**

- Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
- Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
- No state or Federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No

Federal funds shall be used by the CONTRACTOR or its sub-contractors to provide direct, immediate, or substantial support to any religious activity.

26. **AMERICANS WITH DISABILITIES ACT**

CONTRACTOR agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act (ADA) of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

27. **PUBLICATIONS AND PRESENTATIONS**

All publications, presentations, website content, printed materials, brochures, and media campaign elements developed or distributed under this Agreement shall meet all VCBH logo guidelines and regulations. All publication/distribution materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY.

28. **CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE**

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53><https://thinkculture.health.hhs.gov/clas/standards>

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. CONTRACTOR shall develop and maintain a Cultural Competence Plan (CCP) that contains data and supporting documentation that is inclusive of policies and procedures, operational practices, and Evidence Based Practices that demonstrate a commitment to cultural and linguistic competence. COUNTY will provide CONTRACTOR with training and guidance on the CCP and reporting requirements. Following training regarding the CCP and reporting requirements, CONTRACTOR will submit a CCP within ninety (90) days. After initial CCP training and submittal, CONTRACTOR must submit a CCP annually thereafter within sixty (60) days of the start of the fiscal year. CONTRACTOR shall demonstrate its capacity to provide culturally competent services to culturally diverse clients and their families by reporting on the cultural competence data elements in CONTRACTOR's CCP.

29. **SUBSTITUTION**

If particular people are identified in this Exhibit "A" as working under this Agreement, the CONTRACTOR will not assign others to work in their place without written permission from the County Purchasing Agent or VCBH DIRECTOR or his/her authorized representative. Any substitution will be with a person of commensurate experience and knowledge.

30. **CONTRACT MONITORING AND REPORTING**

The COUNTY will have the right to review the work being performed by the CONTRACTOR under this Agreement at any time during the CONTRACTOR's usual working hours. Review, checking, approval or other action by the COUNTY will not relieve CONTRACTOR of CONTRACTOR's responsibility for the thoroughness of the services to be provided hereunder.

CONTRACTOR shall provide reports as required by the VCBH DIRECTOR, by the State, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under 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.

31. **AUDIT RECORD RETENTION REQUIREMENTS**

A) Maintenance of Records

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for COUNTY, State, or Federal authorized representatives to have access to, examine or audit contract performance and contract compliance. These records shall reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the Agreement, including any matching costs and expenses. CONTRACTOR shall make these records available to COUNTY, State, or Federal authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by CONTRACTOR are reasonable, allowable, and allocated appropriately. CONTRACTOR's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction. All records must be capable of verification by qualified auditors. Interviews with any employee who might reasonably have information related to such records will be allowed.

- 1) CONTRACTOR shall include in any contract with an audit firm a clause to permit access by COUNTY, State, or Federal authorized representatives to the working papers of the external independent auditor, and require that copies of the working papers shall be made for COUNTY, State, or Federal authorized representatives at their request.

- 2) CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with COUNTY, State, or Federal governments (as applicable). All records must be capable of verification by qualified auditors.
- 3) Accounting records and supporting documents shall be retained for a ten (10) year period from the date the year-end cost settlement report was approved by the State (DHCS) for interim settlement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 10 years from the date of any resulting final settlement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 10 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, (including any appeal in the action), or until the end of the regular 10 year period, whichever is later. When an audit by the Federal Government, DHCS, Department of General Services, Bureau of States Audits, California State Auditor, Comptroller General of the United States has been started before the expiration of the ten-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within 10 years, the interim settlement shall be considered as the final settlement.

Financial records shall be retained or preserved so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

- 4) CONTRACTOR shall preserve and make available their records for: (1) a period of ten (10) years from the date of final payment under this Agreement, and (2) such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
  - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10 year period, whichever is later.
- 5) Should this Agreement be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR will work to collaborate in

good faith with COUNTY to facilitate COUNTY obtaining and retaining CONTRACTOR's fiscal and program records for the required retention period. CONTRACTOR will provide the records to COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

32. **VERIFICATION OF SERVICES AND SITE INSPECTION**

CONTRACTOR's fiscal and program performance and reported delivery of service will be subject to verification, inspection, and monitoring. CONTRACTOR's contracted activities shall be monitored to ensure that all funds are used for authorized purposes, in compliance with Federal, State, and County statutes, regulations, and the terms and conditions of the Federal, State, and County funding and/or grant and that performance goals are achieved. The COUNTY, State, or Federal government, through any authorized representatives, may in its sole discretion inspect or otherwise evaluate the work performed and the premises where the work is being performed through periodic or unannounced inspections and monitoring reviews during normal business hours. County, State, and Federal government authorized representatives may use a variety of monitoring mechanisms to meet their monitoring objectives, including limited scope audits, on-site visits, progress reports, financial reports, reviews of documentation support requests for reimbursement, desk audits, and any other monitoring mechanisms needed to determine compliance. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties and so as not to unduly delay the inspection and monitoring work.

The refusal of the CONTRACTOR to permit access to, examination/inspection of, or audit of electronic or print books, records, physical facilities, and/or refusal to permit interviews with employees, constitutes an express and immediate material breach of the Agreement and will be sufficient basis to terminate the Agreement for cause or default.

Inspection and monitoring audit reports shall reflect all findings, recommendations, adjustments, and corrective actions required. If the results of any inspections and monitoring reviews require corrective action, CONTRACTOR will be required to submit a corrective action plan no later than thirty (30) days after receiving the findings of such review(s).

33. **SINGLE AUDIT/AUDIT**

If CONTRACTOR receives and expends more than \$750,000 in Federally allocated awards (associated with an Assistance Listing number- see beta.SAM.gov) in a fiscal year, CONTRACTOR agrees to obtain a single audit report from an independent certified public accountant in accordance with the Single Audit Act of 1984, as amended, and the United States Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."



If CONTRACTOR is not required to conduct a single audit as specified above, 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 the VCBH Contracts Administration and Fiscal divisions and COUNTY Auditor Controller within one hundred eighty (180) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Administration division. All audit costs are the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

**EXHIBIT "D"**  
**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 Contractor Legal Entity Name)**.
- 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 forty-eight (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 Agreement (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 Agreement (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 the **(insert service description)** services.

- 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 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 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 two (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.

**RFP ATTACHMENT "E"**

**Mental Health Services Act 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