

**NEVADA COUNTY
DEPARTMENT OF INFORMATION & GENERAL SERVICES**

on behalf of the

NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT



**NEVADA
COUNTY**
CALIFORNIA

REQUEST FOR PROPOSALS

for

**Behavioral Health Services
Embedded Youth Substance Use Treatment**

RFP No. 213522

Release Date: June 18, 2026

***Submittal Deadline: August 3, 2026
not later than 5:00 PM (Pacific)***

Nevada County RFP No. 213522

Behavioral Health Services Embedded Youth Substance Use Treatment

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ATTACHMENTS

- Required Statements
- Draft Contract
- Budget Template (available as attachment on Public Purchase)

1.0 INTRODUCTION

The Nevada County Behavioral Health Department is inviting proposals from qualified firms that specialize in substance abuse treatment who are interested in providing services included in the Substance Use Continuum of Care. Nevada County Behavioral Health is seeking proposals for the following in person service types: Prevention and Early Intervention.

Nevada County is a small, rural, mountain community, home to an estimated 103,000 individuals. The county lies in the heart of the Sierra Nevada Mountains and covers 958 square miles. Only 33% of Nevada County's population live in incorporated areas, with 17% in the Town of Truckee, 13% in the City of Grass Valley, and 3% in Nevada City, while 67% live in the outlying unincorporated areas. Over 93% of the Nevada County residents identified their race as White, while over 3% of residents combined identified their race as African American, Asian, American Indian, Alaska Native, Native Hawaiian and Pacific Islander. An estimated 85.4% of the population identified as Non-Hispanic or Latino and 9.5% of the population of Nevada County identified themselves as Hispanic or Latino. Therefore, Nevada County's one threshold language is Spanish. 23% of Nevada County's residents are over 65 years of age as compared to the statewide average of 13.9%. As of January 2023, 28% or about 26,872 residents are Medi-Cal recipients.

The contracts awarded to the selected proposers as a result of this RFP will be effective for an initial term of one year from approximately September/October 1, 2026 through June 30, 2027. Nevada County reserves the right to renew these contracts for two additional one-year periods, based on satisfactory performance, mutual consent, and available budget.

This Request for Proposals (RFP) is for Substance Use Outpatient services provided as an embedded contractor in both a school-based setting and Children's Behavioral Health to Nevada County Medi-Cal members within the DMC-ODS system of care, for programs serving Western Nevada County. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

Justin Howell, Buyer II
Nevada County Purchasing Division
950 Maidu Ave.
Nevada City, CA 95959
Phone: (530) 557-0146
Email: justin.howell@nevadacountyca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Nevada County Purchasing Division.

It is the proposer's sole responsibility to monitor Public Purchase for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE AND PRE-PROPOSAL CONFERENCE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

Event	Date/Time
Pre-Proposal Conference	July 1, 2026, at 12:30 pm
Deadline for Final Questions	July 16, 2026, at 5:00 pm
Proposal Submission Deadline	August 3, 2026, at 5:00 pm
Evaluation of Proposals	August 4 – August 12
Interviews (if County proceeds with interviews)	August 17 and 18
Contract Approval by Board of Supervisors	September 8, 2026

PRE-PROPOSAL CONFERENCE

A proposer's conference has been scheduled for July 1 at 12:30 pm
Via Microsoft TEAMS: Join on your computer, mobile app or room device

[Click Here to Join the Meeting](#)

Meeting ID: 258 438 962 332 868

Passcode: tL2uz9B9

Or Call In:

[+1 530-414-9282](#)

Phone conference ID: 540 255 910#

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed as soon as practical following the meeting.

3.0 BACKGROUND

- A. Nevada County Behavioral Health (NCBH) opted into the Drug Medi-Cal Organized Delivery System in July of 2017. NCBH offers a continuum of substance use services to Nevada County residents through a network of community-based providers. NCBH's system of care includes Prevention, Early Intervention, Outpatient Services, Intensive Outpatient Services, Residential Treatment, Withdrawal Management, Medications for Addiction Treatment, Recovery Services and referrals to other appropriate levels of care as clinically indicated through an assessment guided by the American Society of Addiction Medicine (ASAM) criteria. Substance use treatment services strive to be client-centered, trauma-informed, inclusive, and culturally responsive as well as utilize Evidence Based Practices (EBPs).
- B. Nevada County is seeking to enhance local outpatient substance use treatment services for youth ages 12 – 21.

4.0 FUNDING

- A. The maximum funding available under this Request for Proposals (RFP) is \$120,000 for Outpatient services. This amount represents the upper limit of total funds that may be allocated; however, the issuing agency is not obligated to award the maximum amount.
- B. Final award amounts will be determined at the sole discretion of the agency and will be based on:
 - a. The reasonableness of the proposed budget
 - b. The alignment of proposed activities with program goals
 - c. The availability of funds
 - d. The comparative merit of all proposals received
- C. NCBH reserves the right to make partial awards, multiple awards, or no awards, depending on the quality and reasonableness of the proposals submitted.
- D. The selected vendor will be compensated as agreed upon during the contract negotiation process. For the initial year, services will be reimbursed at cost, but provider will be expected to achieve Medi-Cal productivity of 40% for direct clinical staff by the end of the first year.

5.0 SCOPE OF SERVICES

Early Intervention and Outpatient Services:

A. General Requirements of DMC-ODS Outpatient Services:

- a. Evidence-Based Practices (EBPs): Contractors will implement—and assess fidelity to—at least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psychoeducation.
- b. ASAM Level of Care: All members participate in an assessment using ASAM dimensions. The assessed and actual level of care (and justification if the levels differ) shall be tracked in the spreadsheet provided by Nevada County and reported to the county monthly
- c. Providers must offer proactive follow-up services to outpatient clients within 7 business days of a known crisis encounter or Emergency Department visit related to their substance use disorder.
- d. Staffing: Face-to-face services provided by an in-person embedded staff.
- e. Contractors are responsible to provide culturally responsive services. Contractors must ensure:
 - i. Policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations.
 - ii. Translation and oral interpreter services must be available for beneficiaries, as needed and at no cost to the beneficiary.

B. Proposed Program Requirements

- a. NCBH seeks a contractor to embed a 1.0 FTE credentialed SUD Counselor within the Children's Behavioral Health Department. The embedded counselor will be expected to provide the following services:
 - i. Outpatient Services (ODF) ASAM Level 0.5, 1.0 DMC-ODS billable services for Nevada County Medi-Cal members aged 12 – 21 in Western Nevada County.

- ii. In person services within the local school system for an agreed upon amount of days in a week, likely two to three days per week.
- iii. In person services with Nevada County Children's Behavioral Health (CBH) for an agreed upon amount of days in a week to not interfere with days in the school setting, likely two to three days per week.
- b. The embedded counselor will work directly with counseling staff at the school and staff at CBH regarding referrals and logistics of providing services, including collaborating with the supporting mental health treatment team where applicable to identify areas of need and support the provision of DMC-ODS services.
- c. Youth will be pulled from approved classes they are not failing to receive services. This supports addressing an issue that is interfering with their school participation and access to education.
- d. Continuing Services for Members: On a continual or clinically appropriate basis, a counselor shall review the progress and LOC of the member to ensure appropriate placement and services.
- e. **Early Intervention (ASAM Level 0.5)**
 - i. Screening, Brief Intervention, Referral to Treatment and Early Intervention Services (ASAM 0.5): Members under the age of 21 who are screened and determined to be at risk of developing an SUD may receive any service component covered under the outpatient level of care as early intervention services. An SUD diagnosis is not required for early intervention services.
- f. **Outpatient (ASAM Level 1)**
 - i. Outpatient services (ASAM Level 1) consists of up to nine hours per week of medically necessary services for adults and less than six hours per week of services for adolescents.
 - ii. Provider shall offer ASAM Level 1 services including: assessment, treatment planning/problems lists; individual and group counseling; family therapy; patient education; medication services; collateral services; crisis intervention services; and discharge planning and coordination. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.
 - iii. All proposals for Outpatient services must also include a proposal for care coordination services.
 - iv. Members receiving Outpatient services may simultaneously be receiving other ASAM level of care services.

C. Applicant Eligibility:

- a. Any non-profit agency, joint venture, partnership, or other group legally entitled to provide substance use services in the State of California and with demonstrated experience by agency and its staff in providing substance use services may submit a proposal. The applicant must hold a current alcohol and drug program certification and licensure, as well as a DHCS or ASAM Level of Care Designation(s). Applicants must also be Drug/Medi-Cal Certified, in the process of becoming Drug/Medi-Cal certified, or willing to submit a Drug/Medi-Cal application within 60 calendar days of the Notice of Intent to Award.

D. Reporting and Quality Assurance

- a. Provider must collect all data required by DHCS for required state reporting related to ASAM, CalOMS, etc.
- b. The standard requirements in Regulations and the BHP contract shall apply to the Medi-Cal services provided through this contract. Provider shall provide the County monthly reports of the exclusion Verifications for the following databases: Medi-Cal Exclusion Database, EPLS Database, Social Security Death Index Database, OIG Database and the BBS Database, unless County determines these checks are no longer needed to be performed by Contractor.
- c. Provider's Quality Assurance (QA) staff shall review clinical documentation to ensure they are accurate and written in alignment with Medi-Cal documentation standards. The QA staff shall audit at least 5% of their charts monthly. Documentation of QA activities shall be submitted quarterly to the NCBH Contract Manager and NCBH QA Manager.

- d. Provider must submit quarterly summary data updates to County that demonstrate adequate monitoring of system performance and outcomes. To evaluate program effectiveness and assess whether beneficiaries have benefitted from services, each program should track and regularly evaluate client indicators such as:
- i. Reduction in substance use
 - ii. Reduction in the frequency or severity of relapse
 - iii. Improvement in overall quality of life
 - iv. Increase in family reunification
 - v. Increased engagement with social support
 - vi. Increase in employment or educational skills
 - vii. Reduction in criminal activity or violations of probation/parole and days in custody
 - viii. Maintenance of stable living arrangements and a reduction in homelessness
 - ix. Improved mental health and physical health status
 - x. Beneficiary satisfaction

6.0 PROPOSAL FORMAT REQUIREMENTS

Proposals must contain the following:

- A. Cover Letter:** Please provide the Proposer's name, address, telephone number, and email address. The letter must be signed by a representative authorized to enter into contracts on behalf of the Proposer.
- B. Signature Requirements:** The cover letter must be signed by an officer empowered by the proposer to sign such material and thereby commit the proposer to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.
 - a. Proposals submitted on behalf of a partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a power-of-attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
 - b. Proposals which are submitted on behalf of a corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
 - c. Proposals which are submitted by an individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.
- C. Tab A – Qualifications and Staffing (25 points):**
 - a. Provide a brief description of your company, including business structure, address, the total number of employees, overall industry experience, certifications, affiliations, and relevant experience.
 - b. Provide specific information concerning the Proposer's experience with the services specified in this RFP. Examples of completed projects, as current as possible, should be submitted as appropriate.
- D. Tab B - Proposed Project Approach:**
 - a. Program Design (45 points)**
 - i. Provide a description of the proposed activities and services associated with the program. In your description, please also address the following specific questions:
 1. Specifically describe how the services offered will be tailored to youth and young adults.
 2. Provide an overview of how the program will work alongside service providers from alternative agencies.
 - ii. Describe how your program offers opportunities for the clients to develop and

- strengthen their interpersonal and age-appropriate functioning/life skills
 - iii. Describe evidence-based, promising practices, or community/practice-based standards that will be used with the program, and how fidelity to the standard will be ensured.
 - b. **Evaluation (15 points):** Outline the proposed performance outcomes to be reported quarterly that demonstrate adequate monitoring of system performance and outcomes. If available, provide sample of reported outcomes.
- E. **Tab C - References:** Please include at least two (2) references including name, address, telephone number, and e-mail address for whom similar services have been provided.
- F. **Tab D - Budget Proposal (15 points):** Provide a budget that outlines all of the costs associated with the required services, broken down by category of products and services, and all ongoing costs for recommended or required services, as well as FTE for staff that provide direct services in the provided budget template (**available for download on Public Purchase**). Please include client supports/flex funds to not exceed the maximum contract limit.
- G. **Tab E – Required Statements:** This section must include the statements identified below. For your convenience, you may complete and return **Attachment A**.
 - a. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (**reference the addenda by date and/or number**).
 - b. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (PRA). Proposers shall include a statement that describes the specific portion(s) of their submittal that they consider exempt from disclosure under the PRA. In the event the County receives a PRA request for documents that may include some or all of the submittal, the County will consider the proposer's statement but will make its own determination as to what will be released. County will then notify the submitting firm of its determination and provide the submitting party with 10 days in which to seek legal remedies to prevent such disclosure.
 - c. Include a statement of assurance that you will not substitute members of your designated team without approval by Nevada County staff (per **Section 7.0**)
 - d. Include a statement which declares there is no Conflict of Interest (per **Section 8.5**)
 - e. Provide a statement attesting there has been no Collusion (see **Section 8.6**)
 - f. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the draft contract (**Attachment B**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
 - g. Provide a statement certifying that your firm is not currently subject to debarment under Title 49, Code of Federal Regulations, Part 29
- H. **Tab F – Exceptions:** Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contract (Attachment B). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

7.0 ASSURANCE OF DESIGNATED STAFF

Proposer shall assure that the designated staff, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) shall not be made without the prior written approval of the County.

8.0 GENERAL TERMS AND CONDITIONS

1. **Standard Contract.** Upon completion of the evaluation and recommendation for a final award, the selected firm will be required to execute a Professional Services Contract, a draft of which is included as **Attachment B**.
2. **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Nevada. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Nevada, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
3. **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
4. **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
5. **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
6. **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
7. **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the draft contract, **Attachment B**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.
8. **Protests and Appeals.** In accordance with Section 6.0 of the Nevada County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Information and General Services. The protest shall be submitted in writing to the Director of Information and General Services within five (5) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

9.0 SUBMITTAL INSTRUCTIONS

- A. Proposals should be submitted in a PDF format electronically via the Public Purchase website <https://www.publicpurchase.com/gems/bid/bidView?bidId=195980> by the time and date specified on the cover page of this RFP.
- B. To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System (Public Purchase.) However, if you have difficulty submitting your bid online or prefer to submit your bid manually (hard copy) for any reason, mail or deliver one (1) electronic copy of your proposal in a PDF format on a Flash Drive in a sealed envelope to: Nevada County Purchasing Department; 950 Maidu Ave., Nevada City, CA 95959.
- C. Faxed and/or emailed proposals shall not be accepted.
- D. The County of Nevada shall not be responsible for proposals delivered to a person or location other than that specified herein.
- E. Late submittals shall not be accepted or considered.
- F. All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.
- G. All submittals, whether selected or rejected, shall become the property of Nevada County and will not be returned.
- H. The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- I. All costs associated with proposal preparation shall be borne by the offeror.
- J. All proposals shall remain firm for one hundred eighty (180) days following the closing date for the receipt of proposals.

10.0 EVALUATION CRITERIA

A. Written Proposals

Upon review of the written proposals, the County will use the following evaluation criteria and rating points to determine the most highly qualified firm(s).

Evaluation Criteria	Maximum Points Possible
Qualifications and Staffing	25
Program Design	45
Evaluation	15
Budget	15
Total	100

County's Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFP.

B. Interviews

The following evaluation criteria and rating points will be used to determine the most highly qualified firm(s) following interviews (if held).

Evaluation Criteria	Maximum Points Possible
Experience and Expertise of the Firm/Individual	30
Proposed Approach	45
Interaction During Interview	25
Total	100

11.0 SELECTION PROCEDURE

- A. Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- B. Interviews will be held solely at the County's option. The County will use the above criteria to score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested.
- C. The County reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- D. The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- E. The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- F. The County will notify all proposers whether or not they are selected for the subject work. Email is the County's preferred method of communication for all stages of the RFP process.

REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

1) Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the County (*list the addenda by date and/or number*):

2) Public Records Act

I/We acknowledge that subsequent to award of this RFP, all or part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that:

_____ None of this submittal is considered proprietary

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

I/We acknowledge that the above statements may be subject to legal review and challenge.

3) Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

4) Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

5) Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

6) Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

7) DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining the firm's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this document.

Administering Agency: Nevada County [Click or tap here to enter text.](#)

Contract No. _____

Contract Description: [Click or tap here to enter text.](#)

**PROFESSIONAL SERVICES CONTRACT
FOR HEALTH AND HUMAN SERVICES AGENCY**

Is this a Contract for Services with a Non- Profit Vendor? If so, go [HERE](#) to complete the steps required for your Non-Profit Contract.

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of [Click or tap to enter a date.](#) by and between the County of Nevada, ("County"), and [Click or tap here to enter text.](#) ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed** [Click or tap here to enter text.](#) **Dollars (\$**[Click or tap here to enter text.](#)**).**
3. **Term** This Contract shall commence on [Click or tap to enter a date.](#) All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date of:** [Click or tap to enter a date..](#)
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

Do Liquidated damages apply to your Contract? Check the appropriate box in this section. If Liquidated

Damages apply, keep Exhibit F of this Contract. If Liquidated Damages do not apply, check box "Shall not apply" and move to the next item.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☒ **shall not** ☐ **shall apply** to this contract. If Liquidated Damages are applicable to this contract, the terms are incorporated in Exhibit F, attached hereto.

Is your Contractor a Sole Proprietor for this Contract? If so, An Independent Contractor Determination Worksheet must be completed in conjunction with your Contract (a link to the worksheet is provided [here](#)). County Counsel must be consulted if there is any uncertainty as to whether the Contractor is an independent contractor,

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent such

insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Contractors who are registered corporations, including those corporations that are registered non-profits, shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.
16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1,

commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
19. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
20. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

Exhibit H must be completed by your Contractor if this Contract was not competitively awarded (Bid or RFP) The requirement to submit this form applies where a Contractor or their Agents has contributed more than \$500 to a member of the Board of Supervisors, or to the Assessor, District Attorney, or Sheriff, Clerk Recorder, Treasurer Tax-Collector or Assessor (each an "Elected County Officer") in the past 12 mos. or intends to contribute in the proceeding 12 mos. of execution of this Contract? If your Contract is executed by the Board or supports any of the Departments/Officials mentioned above, check the "shall" box and keep Exhibit H with this Contract otherwise check "Shall Not" and remove the Exhibit H in its entirety. If you have any questions whether this should be Shall or Shall not, please check with your County Counsel contact for clarification. If "Shall" is checked and the contribution exceed \$500, please also have your Vendor Complete a Levine Act Disclosure Form found [HERE](#).

21. **Levine Act** This contract ☒ shall not ☐ shall be subject to compliance with Government Code Section 84308 (Levine Act), which pertains to campaign contributions of more than \$500 to any member of the County of Nevada Board of Supervisors or any County of Nevada Official who will be making,

participating in making, or in any way attempting to use their official position to influence a County decision to approve the contract. If Levine Act Compliance is applicable to this contract, the terms are incorporated in Exhibit H, attached hereto.

Is this work federally funded program activity? Is your Contractor running the federally funded program activity? If Yes, complete the Subrecipient Checklist [HERE](#), and then Click the applicable box based on the outcome of the checklist results.

22. **Subrecipient** This contract ☒shall not ☐shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the “OMB Super Circular” or “Uniform Guidance”). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. Subrecipient and Contractor determinations

Is this work federally funded? If Yes, then “Shall” should be checked. In addition, you should request the proof of debarment status in good standings from your Vendor BEFORE issuing your Contract.

23. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, this contract ☒shall not ☐shall qualify for debarment suspension monitoring. Contractor shall provide proof of debarment compliance if requested by the County. In addition, the County may (at anytime during the term of the Contract) screen the Contractor at www.sam.gov to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

24. **Financial, Statistical and Contract-Related Records:**

- 24.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 24.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 24.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor’s premises or, at County’s option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

25. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.
26. **Termination.**
- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
 - C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
 - E. Any notice to be provided under this section may be given by the Agency Director.
 - F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor.

The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

27. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.' Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
28. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
29. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
30. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
31. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 24, Termination.
32. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
33. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
34. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

35. **Additional Contractor Responsibilities**

- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

Is this Contract involving County Data (such as; constituent information, restricted data such as HIPAA, Fiscal data, Personally Identifiable Information etc.) or will this Contract allow for your vendor to have access to County systems? If you said "YES" to either question, keep Exhibit G with this Contract and check the appropriate box . If you have any questions whether this should stay or go, please check with your County Counsel contact for clarification.

36. **Information Technology Security Requirements** This contract ☒shall not ☐shall be subject to Exhibit G, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit G is a material breach of this Agreement.

37. **Artificial Intelligence Technology (AI Technology)** includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.

County Data includes all information, data, materials, text, prompts, images, or other content provided to the Contractor under this Agreement or any other agreements between the Contractor and the County.

Responsibilities and Training:

Contractor is responsible for all information in the machine learning model, intellectual property rights associated with the information, and software and coded instructions used to generate AI content. County is responsible for the accuracy, utility and formulation of prompts and other inputs used to access the AI services and for decisions made, advice given, actions taken, and failures to take

action based on AI content generated from AI services, except for AI content that is generated from erroneous or non-existing information in Contractor's machine learning models or from malfunctioning AI service software.

Contractor shall not use, or permit any third party to use, County Data to train, validate, update, improve, or modify any AI Technology, whether for Contractor's benefit or that of a third party, without the County's prior written authorization, which the County may grant or withhold at its sole discretion.

Add in contact information of Contractor and applicable County contact Department and Staff.

38. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County		Click or tap here to enter text.	
Address:	Click or tap here to enter text.	Address	Click or tap here to enter text.
City, St, Zip	Click or tap here to enter text.	City, St, Zip	Click or tap here to enter text.
Attn:	Click or tap here to enter text.	Attn:	Click or tap here to enter text.
Email:	Click or tap here to enter text.	Email:	Click or tap here to enter text.
Phone:	Click or tap here to enter text.	Phone:	Click or tap here to enter text.

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

Select the appropriate signature authority and delete those that do not apply.

COUNTY OF NEVADA:

CEO Approval – Not to exceed \$25k annually

By: _____ Date: _____

Printed Name/Title: Alison Lehman, Chief Executive Officer

Purchasing Agent Approval– Not to exceed \$50k annually

By: _____ Date: _____

Printed Name/Title: Craig Griesbach, Purchasing Agent

Board Approval – All contracts above \$50k annually

By: _____ Date: _____

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: _____

Attest: Clerk of the Board of Supervisors, or designee

If ANY changes were made to the standard contract language you MUST have Counsel's review and approval. If no changes were made Remove the below Counsel Signature block.

Approved As to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR:

[Click or tap here to enter text.](#)

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Remove any exhibits that do not apply.

Exhibits

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements

Exhibit D: Behavioral Health Provisions

Exhibit E: Schedule of HIPAA Provisions

Exhibit F: Liquidated Damages

Exhibit G: Information Technology Security

Exhibit H: Levine Act Compliance

Summary Page

EXHIBIT A

SCHEDULE OF SERVICES

Add your Scope of Work here be sure to include all work you expect the Contractor to complete. You may use Contractor's Quote, Proposal or Letter. Keep in mind a solid scope of work includes the following elements:

1. *Project Objective*
2. *Services/Tasks to be completed by Contractor*
3. *Clearly defined deliverables*
4. *Project timeline/ schedule*
5. *Resources (County and Contractor provided)*
6. *Reporting requirements (if applicable)*
7. *Additional Services (as needed or requested)*

A good, solid scope of work allows the County and Contractor to have a clear understanding of one another's expectations while working together.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Add your Payment terms and conditions here be sure to include milestone payments, or payment disbursement conditions if applicable to include how you are planning to pay your Contractor. You may use Contractor's Price Quote or Fee Schedule if hourly or As-Needed services. Non-profit organizations should submit a 990 annual informational tax return or audited financial statements on an annual basis.

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s). Time and materials contracts should request supporting documentation sufficient to substantiate amounts billed including detailed time logs or timesheets indicating hours and activities worked on by each employee, invoices for materials purchased with supporting receipts, and a summary of work performed, or deliverables achieved.

Submit all invoices to:

Nevada County

Click or tap here to enter text. Department

Address: Click or tap here to enter text.

City, St, Zip Click or tap here to enter text.

Attn: Click or tap here to enter text.

Email: Click or tap here to enter text.

Phone: Click or tap here to enter text.

County will make payment within thirty (30) days after the billing is received with accurate and complete agreed upon supporting documentation and approved by County and as outlined above *(or in the Scope of Work, or other agreeable interval)*.

Payment Schedule

Insert Payment scheduled here

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Select insurance using prepared templates for contract type, otherwise submit scope of work to Risk Management for recommendation for applicable insurance coverage specific to your contract. All areas highlighted in yellow below should be updated to reflect Risk's recommendation. If coverage is not required based on Risk's determination, it should be removed in its entirety.

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.** *(Note – required only if auto is used in performance of work, submit waiver to Risk for approval; the MCS-90 endorsement is recommended for the transportation of biohazardous or other hazardous materials)*
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Note-For true independent contractors without employees or subcontractors use this alternative language to replace the default language above in black).*
CONTRACTOR AFFIRMS UNDER PENALTY OF PERJURY THEY ARE INDEPENDENT AND WITHOUT EMPLOYEES. CONTRACTOR AFFIRMS THEY CARRY HEALTH INSURANCE POLICY, HEALTHCARE SERVICE PLAN, OR DISABILITY INSURANCE COVERING CONTRACTOR FOR BODILY INJURY OR DISEASE. CONTRACTOR FURTHER AGREES TO WAIVE ALL RIGHTS TO WORKERS' COMPENSATION BENEFITS FOR ANY ACCIDENT FOR BODILY INJURY OR DISEASE. CONTRACTOR HEREBY GRANTS TO COUNTY A WAIVER OF ANY RIGHT TO SUBROGATION WHICH ANY INSURER OF SAID CONTRACTOR MAY ACQUIRE AGAINST THE COUNTY BY VIRTUE OF THE PAYMENT OF ANY LOSS UNDER SUCH INSURANCE.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as

ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions are used.)

2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** **[fill in the amount you are comfortable for the specific Contractor and job – it could be much higher, or in other cases lower such as for a very small contractor]** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification. *(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)*
8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.

9. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
(Note – should be applicable only to professional liability)
- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.
10. **Verification of Coverage** Contractor may be requested to furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and the County reserves the right to request a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to County before work begins. Failure to obtain and provide verification of the requested/required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. *(note – obtaining a copy of the policy declarations and endorsement page to facilitate verification of coverages and spot any undesirable policy limitations or exclusions prior to contract execution is preferred but not required to begin work)*
11. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
12. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

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EXHIBIT D

BEHAVIORAL HEALTH PROVISIONS

Is your contract for Behavioral Health? If so leave the below language here for Exhibit D. If not, remove the entire Exhibit D.

1. Laws, Statutes, and Regulations:

- A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contact.
- B. Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that Contractor and any subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). Contractor shall check monthly and immediately report to the department if there is a change of status.
- D. Dymally-Alatorre Bilingual Act:
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. Byrd Anti-Lobbying Amendment:
Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to Department of Health Care Services (“DHCS”) any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (“NCBH”) by December 31 of each year and when prescribed below.
 - (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of its

subcontractors/network providers providing services pursuant to this Contract shall submit the disclosures below to NCBH regarding the network providers' (disclosing entities') ownership and control. Contractor's network providers must submit updated disclosures to NCBH upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the provider's ownership and/or annually.

(b) Disclosures to be provided:

- The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
- Date of birth and Social Security Number (in the case of an individual).
- Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
- Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
- The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
- The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided.

- I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:
 - i. Upon the provider or disclosing entity submitting the provider application.
 - ii. Upon the provider or disclosing entity executing the provider Contract.
 - iii. Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
 - iv. Within 35 days after any change in ownership of the disclosing entity.
- II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:
 - i. Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
 - ii. Upon the fiscal agent executing the contract with the State.
 - iii. Upon renewal or extension of the contract.
 - iv. Within 35 days after any change in ownership of the fiscal agent.
- III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:

- i. Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
 - ii. Upon the managed care entity executing the contract with the State.
 - iii. Upon renewal or extension of the contract.
 - iv. Within 35 days after any change in ownership of the managed care entity.
 - v. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.
 - (d) To whom must the disclosures be provided. All disclosures must be provided to the Med-Cal agency.
 - (e) Consequences for failure to provide required disclosures. Federal financial participation ("FFP") is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.
- G. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. Contractor's verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

2. **Client/Patient Records:**

Where this contract is for services relating to the mental health or the medical needs or condition of clients or patients:

- A. HEALTH RECORDS: Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by NCBH and State or federal regulations, including but not limited to records of client/patient interviews and progress notes.
- B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives. County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County's Mental Health Plan.
- C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.
- D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice and further agrees to hold County harmless from any breach of confidentiality.
- E. RETENTION OF RECORDS: Except as provided below, Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult

clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 25th birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this Contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven year period shall arise only if County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

To the extent Contractor is a Managed Care Organization ("MCO"), a Prepaid Inpatient Health Plan, a Prepaid Ambulatory Health Plan ("PAHP"), or a Medi-Cal services provider, Contractor shall maintain and preserve all records related to this contract for ten (10) years from the start date of this Contract, pursuant to CFR 42 438.3(u). If the client or patient is a minor, the client's or patient's health service records shall be retained for a minimum of ten (10) years from the close of the State fiscal year in which the Contract was in effect, or the date the client or patient reaches 18 years of age, whichever is longer, regardless of when services were terminated with the client. Health service records may be retained in either a written or an electronic format. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the ten (10) year period if any audit involving such records is then pending, and until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial ten (10) year period shall arise only if County notifies Contractor of the commencement of an audit prior to the expiration of the ten (10) year period.

- F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Contract.
- G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.
- H. CULTURAL COMPETENCE: Contractor shall provide services pursuant to this Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the DHCS's most recent Information Notice(s) regarding Cultural Competence Plan Requirements ("CCPR"), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act ("MHSA"), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.
- I. PATIENTS' RIGHTS: Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Code of Regulations, Title 9, Section 862 et seq and Tile 42 CFR Section 438.100.

- J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)(1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.
- K. WRITTEN MATERIALS: Contractor shall ensure that all written materials it provides or is otherwise required to make available to the client, including, but not limited to, all documents requiring signature or authorization of the client, shall be in a minimum of 12 point font, and a minimum of 18 point font for written materials required to be in large print, including but not limited to any Contractor Brochures, Consent to Treatment, Treatment Plans, etc.

3. 42 C.F.R. Laws and Regulations: MCO, Prepaid inpatient health plan (“PIHP”), PAHP

To the extent Contractor is a MCO, a PIHP, a PAHP, a Primary Care Case Manager, or a Medi-Cal Services Provider, Contractor shall comply with, and report to County any violation of or non-compliance with, the following requirements and restrictions:

- A. DEBARRED, SUSPENDED, CONTRACTORS: Pursuant to 42 C.F.R. Section 438.610, Contractor shall not knowingly have a relationship with the following:
- a.1 An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
 - a.2 An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section.
- B. EMPLOYING/CONTRACTING WITH PROVIDERS WHO ARE EXCLUDED: Pursuant to 42 C.F.R. Section 438.214(d), Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. FFP is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Health Insurance Program, except for emergency services.

The types of relationships prohibited by this section, are as follows:

- (a) A director, officer, or partner of Contractor.
- (b) A subcontractor of Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of Contractor's equity.
- (d) A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Contract.
- (e) Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services).

If County finds that Contractor is not in compliance, County:

- (a) Shall notify the Secretary of State of the noncompliance; and

- (b) May continue an existing Contract with Contractor unless the Secretary directs otherwise, which shall serve as a basis to immediately terminate this Contract; or
- (c) May not renew or otherwise extend the duration of an existing Contract with Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the Contract despite the prohibited affiliations.
- (d) Nothing in this section shall be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act.

Unless specifically prohibited by this Contract or by federal or state law, Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract.

Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the County, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor.

- C. RECOVERY OF OVERPAYMENTS: Contractor is responsible for the refund of any overpayments and shall notify County **within 30 calendar days** when it has identified payments in excess of amounts specified for reimbursement of Medicaid services authorized under this Contract.

County shall maintain the right to suspend payments to Contractor when County determines there is a credible allegation of fraud.

Contractor shall comply with County's retention policies for the treatment of recoveries of all overpayments from Contractor, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse.

- D. REASONABLE ACCESS & ACCOMMODATIONS: Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities. [42 CFR 438.206(c)(3)].
- E. BENEFICIARY'S RIGHTS: Contractor shall inform Medi-Cal Beneficiaries of their following rights:
- Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
 - The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
 - The availability of assistance to the beneficiary with filing grievances and appeals.
 - The beneficiary's right to request a State fair hearing after Contractor has made a determination on an enrollee's appeal, which is adverse to the beneficiary.
 - The beneficiary's right to request continuation of benefits that Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

- F. EXCLUSION LISTS AND STATUS: Contractor and any person with an ownership or control interest or who is an agent or managing employee of Contractor agrees to routine federal and state database checks pursuant to 42 C.F.R. 455.436 to confirm Contractor's identity and determining Contractor's exclusion status.

Consistent with the requirements of 42 C.F.R. Section 455.436, the Contractor must confirm the identify and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent of managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System, the Office of Inspector General's List of Excluded Individuals/Entities, the System for Award Management, as well as the Department's Medi-Cal Suspended and Ineligible Provider List.

If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. Section 438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

- G. SERVICE VERIFICATIONS: Pursuant to 42 C.F.R. Section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a regular basis.

Does your contract require HIPAA compliance? Is so, are they a Business Associate or Covered Entity? If applicable, Select the appropriate HIPAA Exhibit below and leave in this Contract. If not, remove both Exhibit E in their entirety.

EXHIBIT “E”

SCHEDULE OF HIPAA PROVISIONS FOR BUSINESS ASSOCIATES

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Contractor acknowledges that it is a “Business Associate” for purposes of this Contract and of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and The Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Contract, Contractor may use or disclose Protected Health Information (“PHI”) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the “minimum necessary” policies and procedures of County (see NCPP 200 – Use and Disclosure Policy).
2. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
3. Except as otherwise limited in this Contract, Contractor may use PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of County for any purpose other than as permitted or required by this Contract or as required by law.
5. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
6. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
7. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.

8. To the extent Contractor is to carry out County's obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

1. Protect the privacy and provide for the security of PHI and electronic Protected Health Information ("ePHI") created, received, maintained or transmitted by Contractor pursuant to this Contract in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
2. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this Contract.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this Contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
5. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.
6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred. Reports should be made by email to privacy.officer@nevadacountyca.gov or by calling (530) 265-1740
7. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the

- HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
8. Make Contractor's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
 9. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith.
 10. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this Contract.
 11. At termination of this Contract, if feasible, Contractor agrees to return or destroy all PHI received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

EXHIBIT “E”

SCHEDULE OF HIPAA PROVISIONS FOR COVERED ENTITY CONTRACTORS

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a “health care provider” and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
2. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.
3. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Contract and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
4. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
5. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this Contract by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
6. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PHI to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.

7. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred. Reports should be made by email to privacy.officer@nevadacountyca.gov or by calling (530) 265-1740
8. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
9. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith; and authorize termination of the Contract by County if County determines that Contractor has violated a material term of this Contract.
10. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.

EXHIBIT F

LIQUIDATED DAMAGES

If Liquidated damages apply to your Contract keep this exhibit F. Be sure to define the Liquidated Damage amount specific to your project in the paragraph below. If Liquidated Damages do not apply to your contract delete this exhibit in its entirety.

Liquidated Damages

County and Contractor agree that damages to County due to Contractor's delay in timely providing services in accordance with the aforesaid Exhibit A and Contract Termination Date are impractical and difficult to ascertain. Therefore, a daily amount of \$[Click or tap here to enter text.](#) as Liquidated Damages shall be assessed against Contractor—not as a penalty, but as and for damages to County due to delays in providing services not in accordance with Exhibit A or later than the Contract Termination Date (herein "Delay"). County may offset Liquidated Damages against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

EXHIBIT G

INFORMATION TECHNOLOGY SECURITY

If Information Technology applies to your Contract keep this exhibit G. If Information Technology does not apply to your contract delete this exhibit in its entirety.

1. Notification of Data Security Incident

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

EXHIBIT H
LEVINE ACT COMPLIANCE

If Levine Act applies to your Contract keep this exhibit H. If Levine Act does not apply to your contract delete this Exhibit in its entirety. If Vendor has contributed \$500 or more, they must also complete the Disclosure Form found [HERE](#). Return the Disclosure form to County Counsel for review.

Levine Act Compliance

1. **Prohibition on Receiving Contributions:** In accordance with the Levine Act (Government Code Section 84308), any member of the County of Nevada Board of Supervisors or any County of Nevada official who will be making, participating in making, or in any way attempting to use their official position to influence a County decision to approve the contract is prohibited from accepting, soliciting, or directing any contribution of more than five hundred dollars (\$500) from any party or party's agent, or from any participant or participant's agent, if the Board member or County Official knows or has reason to know that the party or participant has a financial interest. This prohibition begins twelve months preceding the date the County of Nevada begins negotiating this contract and ends twelve months after the County of Nevada Board of Supervisors or other County official(s) make a final determination of the contract.
2. **Disclosure of Contributions:** Contractor shall disclose all campaign contributions made to any County of Nevada official, including members of the County of Nevada Board of Supervisors, in the twelve months preceding the date the County of Nevada began negotiating this contract or within twelve months post Contract execution. Such disclosures must be made in writing and submitted to the Contract Administrator at the time of the contract's execution or any new reportable contributions with the twelve months post execution.
3. **Contract Voidability:** Contractor acknowledges that the contract may be declared void by the County of Nevada if Contractor, or any officer, director, or agent of Contractor, violates the provisions of the Levine Act. Furthermore, any contributions that violate the Levine Act's provisions may subject Contractor to civil, criminal, or administrative penalties.
4. **Certification:** Contractor certifies under penalty of perjury that it follows the requirements of the Levine Act. This certification must be signed by an authorized representative of Contractor and included as part of the contract documentation.

Certification of Compliance with the Levine Act

I, the undersigned, hereby certify that I am authorized to execute this certification on behalf of the Contractor named below, and that the Contractor follows the requirements of the Levine Act as described in the contract clause above.

Contractor Name: _____

Title: _____

Signature: _____

Date: _____

Contractor Name Click or tap here to enter text.
Description of Services: Click or tap here to enter text.

SUMMARY OF MATERIAL TERMS

Max Annual Price:	Click or tap here to enter text.	Max Multi-Year Price:	Click or tap here to enter text.
		FY XX/XX =	Click or tap here to enter text.
		FY XX/XX =	Click or tap here to enter text.
Contract Start Date:	Click or tap to enter a date.	Contract End Date:	Click or tap to enter a date.
Liquidated Damages:	Click or tap here to enter text.		

INSURANCE POLICIES

Commercial General Liability (\$2,000,000)
Worker's Compensation (Statutory Limits)
Automobile Liability (\$1,000,000)

FUNDING

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

LICENSES AND PREVAILING WAGES

Designate all required licenses: Click or tap here to enter text.

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:					CONTRACTOR:					
Nevada County Click or tap here to enter text.					Click or tap here to enter text.					
Address:		Click or tap here to enter text.			Address		Click or tap here to enter text.			
City, St, Zip		Click or tap here to enter text.			City, St, Zip		Click or tap here to enter text.			
Attn:		Click or tap here to enter text.			Attn:		Click or tap here to enter text.			
Email:		Click or tap here to enter text.			Email:		Click or tap here to enter text.			
Phone:		Click or tap here to enter text.			Phone:		Click or tap here to enter text.			
Contractor is a: (check all that apply)					EDD Worksheet Required Yes <input type="checkbox"/> No <input type="checkbox"/>					
Corporation:	<input type="checkbox"/>	Calif.	<input type="checkbox"/>	Other <input type="checkbox"/>	LLC <input type="checkbox"/>	Additional Terms & Conditions Included				
Non- Profit:	<input type="checkbox"/>	Corp.	<input type="checkbox"/>			(Grant Specific) Yes <input type="checkbox"/> No <input type="checkbox"/>				
Partnership:	<input type="checkbox"/>	Calif.	<input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/>	Limited <input type="checkbox"/>	Subrecipient Yes <input type="checkbox"/> No <input type="checkbox"/>			
Person:	<input type="checkbox"/>	Indiv.	<input type="checkbox"/>	DBA <input type="checkbox"/>	Ass'n <input type="checkbox"/>	Other <input type="checkbox"/>				

ATTACHMENTS

Exhibit A: Schedule of Services	Exhibit F: Liquidated Damages
Exhibit B: Schedule of Charges and Payments	Exhibit G: Information Technology Security
Exhibit C: Insurance Requirements	Exhibit H: Levine Act Compliance
Exhibit D: Behavioral Health Provisions	Exhibit I: Additional Funding Terms and Conditions
Exhibit E: Schedule of HIPAA Provisions	

