Request For Qualifications No. DBH 25-99
for
Children's Residential Intensive Services (ChRIS)

Joshua Dugas
Acting Director
Department of Behavioral Health

San Bernardino County
Department of Behavioral Health
Contracts Administration
550 E. Hospitality Lane, 1st Floor
San Bernardino, CA 92415-0026

RFQ - DBH 25-99

ePro # DBHE26-ADMN-6420

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ATTACHMENTS:

I. INTRODUCTION

A. Purpose

San Bernardino County Department of Behavioral Health (DBH) hereinafter referred to as the "County", is seeking Proposals from interested and qualified organizations and agencies to provide a proposed plan for the provision of Children's Residential Intensive Services (ChRIS) in Short-Term Residential Therapeutic Programs (STRTP). This Request for Qualification (RFQ) is Round One (1) of an ongoing procurement process with additional solicitation Rounds to be released in ePro at future dates.

The ChRIS program is an intensive treatment program that utilizes STRTPs and the values and principles of the Integrated Core Practice Model (ICPM) to provide necessary services during the period of placement and up to two (2) months after the child/youth has left the STRTP, in order to facilitate a successful transition to a lower level of care. ChRIS allows for the provision of Specialty Mental Health Services (SMHS) to children and youth in residential settings.

This Request for Qualifications (RFQ) is being released to ultimately allow DBH to compile an active list of eligible service providers to be used on a case-by-case basis (i.e., when a San Bernardino County Medi-Cal beneficiary is placed at the provider's STRTP facility). DBH makes no guarantee of minimum or maximum number of children and youth referrals and/or revenue as a result of a contractual agreement between DBH and provider.

B. Period of Contract

Specific services to be provided under this Request for Qualifications (RFQ) are outlined under Section IV, Program Requirements. The Contract period will be up to a four (4) year and six (6) month contract period with the potential initial term date beginning on one of the following: January 1, 2027; date of execution; or date of youth placement. The contract period will extend through June 30, 2031. The total aggregate amount available for all awards under this RFQ is $21,200,000 annually and $95,400,000 for the total contract term. The County may award contracts to one or more Proposers and allocate funding at its sole discretion, subject to Board of Supervisors (Board) approval and funding availability.

C. Proposal Conference

A non-mandatory Proposal conference will be held via Microsoft Teams on: **Thursday, September 17, 2026 at 10:00 AM (local time)**:

https://teams.microsoft.com

Meeting ID: 237 297 565 363 922

Meeting password: wc9zu7GU

Join by phone: +1 (661) 568-6806 (United States)
Phone Conference ID: 114 207 260#

Attendance at the Proposal conference is strongly recommended, as important information regarding this RFQ will be discussed and questions will be addressed.

D. Questions

Questions regarding the contents of this RFQ must be submitted in writing on or **before 12 noon (local time) on Thursday, September 24, 2026** and directed to the individual listed in **Section I, Paragraph E,** via ePro or through emails. The subject line of the email must read: RFQ DBH # 25-99. All questions submitted timely and in writing will be answered and both the questions and answers will be posted in the County's ePro system.

E. Correspondence

All correspondence, including Proposals and questions, are to be submitted through ePro or to the RFQ contact:

San Bernardino County
Department of Behavioral Health
ATTN: Contracts Administration
RE: RFQ-DBH #25-99/ePro #DBHE26-ADMN-6420
550 E. Hospitality Lane, 1st Floor
San Bernardino, CA 92415-0026
Contact: Melynda Paredes
Email: dbh-ContractsAnalysts@dbh.sbcounty.gov

Email address may be used to submit questions only. **Proposals will not be accepted by e-mail.**

F. Admonition to Proposers

Once the RFQ has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFQ. Failure to adhere to this policy may result in disqualification of the Proposer and rejection of the Proposal.

G. Proposal Submission Deadline

1. All Proposals or bids for Round One (1) must be received **no later than 4:00 P.M. local time on THURSDAY, OCTOBER 8, 2026. Late or incomplete Proposals or bids will not be accepted.**

2. An electronic Proposal or bid can be submitted through ePro https://epro.sbcounty.gov/bso/. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the Proposal or bid is submitted through ePro, the Proposal or bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the Vendor at any time prior to the scheduled deadline for submission of the Proposal or bid. If the Proposal or bid is submitted through ePro, the Proposer/bidder acknowledges that its electronic signature is legally binding.

OR

3. Hard copies of the Proposal or bid containing original signatures will also be accepted at the location identified in this solicitation in Paragraph E above**. Registration in ePro is still required even If your Agency provides only a hard copy of the Proposal.** Postmarks will not be accepted in lieu of actual receipt. The Proposal or bid can be withdrawn at any time prior to the scheduled deadline for submission of the Proposal or bid.

4. Proposals must be received by the designated date and time. **All Proposers must register with the ePro system prior to the date and time required to submit the Proposal or they will be disqualified. Late or incomplete Proposals will not be accepted.** Electronic response must be submitted through the San Bernardino County Electronic Procurement Network (ePro) https://epro.sbcounty.gov/bso/. System-related issues in ePro shall be directed to the Purchasing Department at (909) 387-2060. For procurement questions involving ePro, please contact the RFQ Contact identified in Section I, Paragraph E - Correspondence.

H. Assistance to Proposers with a Disability

Proposers with a disability may request accommodation regarding the means of communicating this RFQ or participating in the procurement process. For more information, contact the RFQ Contact no later than ten (10) days prior to the Proposal Submission Deadline.

II. PROPOSAL TIMELINE FOR ROUND ONE (1)– All times in table below are local time for San Bernardino County

RFQ Release Date for Round 1	**Thursday, September 10, 2026**
Proposal Conference	**Thursday, September 17, 2026 at 10:00 am**
Deadline for Submission of Questions	**Thursday, September 24, 2026, by 12 noon** **Questions may be submitted in writing prior to the Proposal Conference
Deadline for Submission of Proposals	**Thursday, October 8, 2026 by 4:00 p.m.**
Start Date for Contract(s)	**One of the following: January 1, 2027; date of execution; or date of youth placement.**

The above dates are subject to change as deemed necessary by San Bernardino County.

Additional Rounds will be released in ePro at later dates through the full Contract term of June 30, 2031.

III. PROPOSAL CONDITIONS

A. Proposer

All Proposers must:

1. Be a non-profit or for-profit organization, or other legally constituted business entity.
2. Have a current Medi-Cal Certification or have the ability to become Medi-Cal Certified, if applicable.
3. Have no record of unsatisfactory performance with any government agency or County Department including DBH in the twenty-four (24) month period immediately preceding the date of issuance of this RFQ. Proposers who are or have been seriously deficient in contract performance during this period, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
4. Register in the County's Electronic Procurement Network (ePro) system.
5. Meet other presentation and participation requirements listed in this RFQ.
6. Have a valid Provisional Short-Term Residential Therapeutic Program (STRTP) license from Community Care Licensing (CCL) or be licensed as an STRTP from the Department of Health Care Services (DHCS) prior to providing services. **Include a copy of your license with your RFQ response.**
7. Have applied for, or currently be, nationally accredited by one of the California Code of Regulations approved accrediting agencies: Council of Accreditation (COA), the Commission on Accreditation of Rehabilitation Facilities (CARF), or The Joint Commission (TJC**). Include a copy of your application submission reply or Accreditation letter with your RFQ response.**

B. Authorized Signatures

All Proposals must be signed by an individual who is authorized to bind the Proposer to the provisions of the RFQ.

C. Contingencies

Funding for this program is contingent on funding from the appropriate office of the State of California and is subject to reimbursement under Federal and State laws. This RFQ does not commit the County to award a Contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a Contract based on the Proposal(s) that best meets the needs of the County.

Note: Funding advancement for the purposes of hiring staff, purchasing furniture, computers, and other such items is not available for this procurement.

D. Term of Offer

Proposals shall remain open, valid, and subject to acceptance for a period of nine (9) months after the Proposal opening.

E. Required Review

Proposers should carefully review this RFQ for defects and questionable or objectionable material. Comments from Proposers concerning defects and objectionable material in this RFQ must be made in writing and received by the RFQ contact prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last). This will allow issuance of any necessary amendments or addenda to the RFQ. This will also help prevent opening a defective Proposal and avoid exposing Proposals that cannot be awarded. Protests based on any omission or error, or on the content of this RFQ may be disallowed if not submitted in writing to the attention of the RFQ Contact, prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last).

F. Right of Rejection

Proposals must comply with all of the terms of the RFQ, and all applicable local, State, and Federal laws, codes, and regulations. County may reject as non-responsive any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFQ. Further, the County may reject a Proposal from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a Proposal in response to this RFQ.

Proposer may not qualify the Proposal nor restrict the rights of the County. If Proposer does so, the Proposal may be determined to be a non-responsive counter-offer and the Proposal may be rejected.

No Proposal shall be rejected *solely* on minor irregularities. However, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the Proposal.

Minor informalities may be waived by the County when they:

- Do not affect responsiveness
- Are merely a matter of form or format
- Do not change the relative standing or otherwise prejudice other offers
- Do not change the meaning or scope of the RFQ

- Are trivial, negligible, or immaterial in nature
- Do not reflect a material change in the work
- Do not constitute a substantial reservation against a requirement or provision

In such cases the Proposer will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Proposer from compliance with all requirements if awarded a Contract.

This RFQ does not commit the County to award a contract. County reserves the right to reject any or all Proposals if it is in the best interest of the County to do so. County also reserves the right to terminate this RFQ process at any time.

G. Best Value Evaluation Process

As established in this RFQ, the County realizes that criteria other than price are important and will award contract(s) based on the Proposal(s) that best meets the needs of the County. The County seeks the optimal combination of quality, price, and various qualitative elements of the required Services that will provide the County the greatest overall value for its money.

H. Amendments/Addenda to RFQ

The County reserves the right to issue addenda or amendments to this RFQ if the County considers that changes are necessary or additional information is needed. Only those proposers registered in ePro will receive addenda or amendments issued after the Conference.

Changes to a Proposal or withdrawal of a Proposal will only be allowed if a request is received prior to the Deadline for Proposals. No amendments or withdrawals will be accepted after the Deadline for Proposals.

I. Proposal Submission

To be considered, all Proposals must be submitted in the manner set forth in this RFQ. Submission of a Proposal indicates that the Proposer has read and understands the entire RFQ, including all appendices, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFQ have been resolved. **It is the Proposer's responsibility to ensure that its Proposal arrives on or before the specified deadline.** All Proposals and materials submitted become the property of the County.

J. Local Preference Policy

The San Bernardino County has adopted a Local Preference Policy. A local preference of five percent (5%) shall be applied in the cost evaluation of proposals or bids for goods, services, equipment, or a minor public work project, unless an exemption applies. In a price-based bid, five percent (5%) will be deducted from the local vendor's proposed cost for the purpose of comparison when the local vendor's proposed cost is not the lowest. If the local vendor's bid is equal to or lower than the price of an otherwise successful non-local vendor after the 5% preference is applied, the local vendor will be given the opportunity to match the lowest quoted price. In a best value evaluation, five percent (5%) of the awardable points for cost will be added to the local vendor's score. If the local vendor's overall score is equal to or lower than that of an otherwise successful nonlocal vendor, the local vendor will be recommended for award.
"Due to the evaluation of qualitative elements along with cost in a best value evaluation, application of local preference for cost proposals may not result in award to a local vendor with the lowest cost after applying local preference."

Local Vendor - A local vendor is any vendor, contractor or consultant (hereafter "vendor") that meets all of the following requirements:

1. Vendor's main office (headquarters) or a major regional office is located within the County;
2. Vendor employs a minimum of 25% of the vendor's full-time management employees and 25% of its full-time regular employees working from the San Bernardino County location(s);
3. Vendor employs one full-time or two part-time employees with primary residence in the County;
4. Vendor's "point of sale" for purposes of reporting sales tax to the State Board of Equalization is within the boundaries of the County. The payment of any local share of sales tax must go to the County or a city within the County. If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation;
5. Vendor is not delinquent in any taxes or other payments to the County;
6. Vendor possesses a valid and verifiable business license (if required);
7. Vendor has been open and established for at least six months prior to the issuance of the solicitation;
8. Vendor can demonstrate on-going business activity in the field of endeavor on which they are proposing from that office during the preceding six months;
9. Vendor has not within five years prior to the solicitation admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud;
10. Vendor is not federally debarred; and
11. Vendor is not suspended or debarred from participation in doing business with the County, in the scope of work that is the subject of the solicitation.
12. Local Vendor Self-certification – Documentation provided

Local Vendor self-certification form is required for any bid or proposal when a local preference is claimed affirming that it meets each of the above stated criteria and signed by a vendor representative with the authority to obligate the company under penalty of perjury. (See *Attachment M*).

K. Incurred Costs

The County is not obligated to pay any costs incurred by Proposer in the preparation of a Proposal in response to this RFQ. Proposer agrees that all costs incurred in developing its Proposal are the Proposer's responsibility.

L. Public Records Act

All Proposals and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code § 7920). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record.

If a Proposer believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on **Attachment E.** The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

The County will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and the County may be unable to prevent public disclosure of any portion of Proposals so marked.

By submitting a Proposal with portions identified in **Attachment E** as "Confidential," Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Proposer may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked "Confidential," Proposer agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all

claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to the County's non-disclosure of any such designated portions of a Proposal.

M. Clarification of Offers

1. The County may require the potential Proposer(s)/Contractor(s) selected to provide additional information or clarifications on any area contained in this RFQ or which might be used to evaluate vendors. This may include cost, technical, or other clarifications needed to make a decision.

2. In order to determine if a Proposal is reasonably susceptible for award, communications by the Facilitator for the evaluation panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the panel may be adjusted as a result of a clarification under this section.

N. Formal Agreement

Proposer will be required to enter into a formal Contract with the County. This RFQ sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFQ, Proposer will be deemed to have agreed to each clause unless the Proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on **Attachment E** – Disclosures, Exceptions, and Public Records Act Exemptions to RFQ, or any exception thereto shall be waived.

O. Independent Contractor Status

Any Proposer that is awarded a Contract will be considered an independent Contractor(s), wholly responsible for the manner in which it performs, and will assume full responsibility for the acts of its employees who will not be entitled to any rights and privileges of County employees nor be considered in any manner to be County employees.

P. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the RFQ and to determine if the proposed facilities are appropriate for the proposed services to be provided.

Q. Level of Service

For any Contract awarded as a result of this RFQ, no minimum or maximum number of referrals or enrollments can be guaranteed by the County.

R. Termination of Awarded Contract

The Contract between the County and selected Proposer(s) will contain specific language which addresses the option of both the selected Proposer(s) or County to terminate the Contract without cause, termination for the convenience of the County, and termination for cause.

S. Priority Population

The target population includes children and youth who are San Bernardino County Medi-Cal beneficiaries who require residential placement within an STRTP, meet the criteria for seriously emotionally disturbed (SED), and need specialty mental health services. This target population will be comprised of Dependents placed into an STRTP by San Bernardino County Department of Child and Family Services (CFS), Wards placed into an STRTP by San Bernardino County Probation Department, and either Wards or Dependents placed into an STRTP located within San Bernardino County by another county placing agency with the

appropriate agreements. Included youth will meet Medical Necessity Criteria for payment for EPSDT Medi-Cal Specialty Mental Health Services (Title 9, California Code of Regulations, Ch. 11, Sec. 1830.210).

T. Iran Contracting Act of 2010

In accordance with Public Contract Code Section 2204(a), the Proposer certifies that at the time the Proposal is submitted, the Proposer signing the Proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses) as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

U. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). By submitting a bid or Proposal, Proposer represents that it is not a target of Economic Sanctions. Should it be determined Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer's bid/Proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the County.

V. California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

W. Final Authority

The final authority to award a Contract as a result of this RFQ rests solely with San Bernardino County Board of Supervisors, or as delegated by the Board of Supervisors.

X. Debarment and Suspension; California Secretary of State Business Entity Registration.
Proposer certifies in *Attachment D* that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See *Attachment P* and the following United States General Services Administration's System for Award Management website https://www.sam.gov). Proposer also certifies in *Attachment D* that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

IV. PROGRAM REQUIREMENTS (SCOPE OF WORK)

A. DEFINITIONS

1. Assembly Bill 403 (AB403) – A bill passed by the State of California Assembly on October 11, 2015, that redesigned the foster care system to ensure that children and youth in foster care have their day-to-day physical, mental , and emotional needs met. This legislation also created the licensure category of Short-Term Residential Therapeutic Programs (STRTPs).

2. Assembly Bill 1051 Medi-Cal (AB1051) – A bill passed by the State of California Assembly in 2022 that in most circumstances, prohibits presumptive transfer of a consumer for Specialty Mental Health Services (SMHS) when placed outside of the county of original jurisdiction. Placing agencies have the authority to still waive this prohibition when appropriate.

3. Assessment – A service activity for Early and Periodic Screening, Diagnostic, and Treatment that is designed to evaluate the current status of a child's emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child's clinical history, analysis of relevant cultural issues and history, diagnosis, and the use of testing procedures.

4. Behavioral Health Services Act (BHSA) – California's modernized behavioral health law, enacted in March 2024 via Proposition 1, replacing the Mental Health Services Act of 2004. It expands funding to address both serious mental health and substance use disorders, prioritizes individuals with the most significant behavioral health needs (including homelessness, justice involvement, and institutional transitions), and supports housing interventions, workforce development, prevention, early intervention and innovative pilot programs. BHSA emphasizes outcomes, equity, transparency, and integrated county-level planning, and it includes performance contracts and annual reporting requirements to ensure accountability.

5. California Advancing and Innovating Medi-Cal (CalAIM) – A statewide Medi-Cal transformation initiative focused on whole-person care, social drivers of health, and delivery system reform. The current program is in its final year, and Proposers should be aware that there may be amendments to the executed contracts based on the new 2027-31 CalAIM waiver to include any additional requirements [https://www.dhcs.ca.gov/calaim-transforming-medi-cal/]

6. Case Management – Services through EPSDT Medi-Cal that assist a beneficiary to access medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to: communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development. Targeted Case Management may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.

7. Centralized Child Intensive Case Management Services (CCICMS) – The DBH unit that provides contract monitoring and assistance to specialty children's programs and contractors.

8. Child and Adolescent Needs and Strengths (CANS) – A multi-purpose tool developed for children's services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. The CANS – San Bernardino (CANS-SB) is a slight modification of CANS-Comprehensive Multisystem Assessment. Vendors are required to utilize the CANS-SB and participate in ongoing review of the implementation and analysis.

9. Child and Family Team (CFT) – A group comprised of ideally a minimum of fifty percent (50%) family members or family representatives, that forms to meet the needs of an eligible child to ensure family voice, choice, and ownership of the Individualized Service Plan. The team includes the child welfare worker, the youth and family, service providers and any other members as necessary and appropriate. No single individual, agency, or service provider works independently, but rather as part of the team for decision making. See DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members for additional information (https://www.dhcs.ca.gov/services/mental-health-services-division-default/manuals-and-information-notices/). IHBS must be approved by the CFT of the youth.

10. Child and Family Team Meeting (CFTM) – The formal meeting of the CFT and the primary communication method for the team.

11. Children and Family Services (CFS) – A County department that provides family centered programs and services designed to ensure safe, permanent, nurturing families for San Bernardino County's children while strengthening and attempting to preserve the family unit. CFS assists in preventing further harm to, and protecting children from, intentional physical or mental injury, sexual abuse, exploitation, or neglect by a person responsible for a child's health or welfare. CFS provides support for families and strives towards goals of reducing risks to children, improving parenting skills, and strengthening social support networks for families.

12. Children and Youth Collaborative Services (CYCS) – A program through which the Department of Behavioral Health Collaborates with other County agencies and community-based providers to meet the mental health needs of children connected to these agencies. CYCS is comprised of four (4) distinct coordinating service branches: Children's Administration, CCICMS, Juvenile Court Behavioral Health Services and the Healthy Homes Program.

13. Children's Crisis Residential Program (CCRP) – Immediate, short-term, 24/7 therapeutic residential setting designed to divert children from psychiatric hospitalization by providing intensive mental health stabilization for up to 10 days, under standards set by DHCS.

14. Client - The terms beneficiary, client, customer, participant, or patient are used interchangeably throughout this document and refers to the individual(s) receiving services.

15. Clinical Trainee – An unlicensed individual who is enrolled in a post-secondary educational degree program in the State of California that is required for the individual to obtain licensure as a Licensed Mental Health Professional or Licensed Practitioner of the Healing Arts; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or applicable licensing board to participate in the practicum, clerkship, or internship and provides rehabilitative mental health services or substance use disorder treatment services, including but not limited to, all coursework and supervised practice requirements.

16. Commercial Sex Act – Any sex act on account of which anything of value is given to or received by any person. Victims of Trafficking and Violence Protection act of 2000 [United States of America]. Public Law 106-386 [H.R. 3244]. 28 October 2000. Section 103(3).

17. Commercial Sexual Exploitation of Children (CSEC) – A program administered by the California Department of Social Services that provides information to support awareness, identification, and prevention education of commercial sexual exploitation of children occurring when individuals buy, trade, or sell sexual acts with a child. Refer to https://www.cde.ca.gov/ls/ss/vp/commsexexploitationchild.asp and https://cn.sbcounty.gov/programs/case/ for more information.

18. Contract – The legal agreement between the County and the Proposer resulting from the award issued pursuant to this RFQ to the successful Proposers.

19. Continuum of Care Reform (CCR) – A large scale reform of services available to Wards and Dependents initiated by AB 403. Its primary goal is to ensure that children who cannot live with their biological parents are placed in stable, permanent, and nurturing family environments, prioritizing relative or foster family homes over congregate or institutional care.

20. Crisis Intervention – A quick emergency response service through EPSDT enabling the individual, his or her family, support system, and/or involved others to cope with a crisis, while maintaining the child's status as a functioning family and/or "immediate community" member to the greatest extent possible, and in the least restrictive care as applicable. Crisis Intervention services are limited to stabilization of the presenting emergency. A crisis is an unplanned event that results in the individual's need for immediate service intervention and is limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to assessment, evaluation, collateral, and therapy.

21. Cultural Competency – The acceptance and understanding of cultural mores and their possible influence on the participant's issues and/or behavior (i.e. using the understanding of the differences between the prevailing social culture and that of the participant's family to aid in developing individualized supports and services). This includes the ability to work competently and in an affirming manner with the LGBTQ+ population.

22. Department of Behavioral Health (DBH) – The County Department that under state law provides mental health and substance use disorder treatment and prevention services to County residents. In order to maintain a continuum of care, DBH operates, or contracts for the provision of, prevention, early intervention, 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to most County residents.

23. Department of Health Care Services (DHCS) – The California State Department that provides oversight of statewide public mental health services through the Mental Health Services Division. Responsibilities include: providing leadership for local county mental health departments; evaluation and monitoring of public mental health programs; administration of federal funds for mental health programs and services; care and treatment of people with mental illness; and oversight of Mental Health Services Act service implementation.

24. Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) – A federally mandated Medicaid option that requires states to provide screening, diagnostic, and treatment services to persons under the age of 21 who have unrestricted Medi-Cal and also meet necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare

based provider. In addition, services are generally acceptable for the purpose of correcting or ameliorating the mental disorder. For the purposes of this RFQ, EPSDT Specialty Mental Health Service (SMHS) activities may include: Assessment, Plan Development, Crisis Intervention, Medication Support Services, Case Management, ICC, IHBS, TBS, Rehabilitation, and Therapy. EPSDT services may not be billed while the child is in an acute hospital setting.

25. Facility Manager – A person on the STRTP premises with the authority and responsibility necessary to manage and control the day-to-day operation of the STRTP and supervise the clients. Must be CPR/First Aid Certified. A Facility Manager should always be present at the facility when one or more clients are present.

26. Family Search and Engagement (FSE) – A set of practices designed to locate, engage, connect, and reconnect youth with family or persons the youth has identified as being significantly important to them at one point in their life. This is a structured model to build permanent, caring, sustainable relationships for youth. This set of practices uses information obtained from the child, family, and case files combined with internet search technology and other sources to aid in locating identified persons. There is collaboration between the County worker (Social Worker, DBH Clinician, Probation Officer) and the provider during the entire process.

27. Family Partner – Parents hired as staff who have personal experience with a special needs youth and can provide support during the pain and isolation client families may feel. A Family Partner's role is to "be there" for the client's family, to stand side-by-side with the client's family, offer tools to strengthen, coach, educate, and provide connections to, and navigation of, services.

28. Fee for Service – A contract to pay a specified price for the delivery of specific supplies or services.

29. Full-Time Equivalent (FTE) – The percentage of time a staff member works represented as a decimal. A full-time person is 1.00, a half-time person is .5 and a quarter-time person is .25.

30. Head of Service (HOS) - Licensed – Under general direction, this individual supervises the operation and staff of a clinic. A HOS must be licensed in California as a Marriage and Family Therapist (LMFT), a Clinical Social Worker (LCSW), a Professional Clinical Counselor (LPCC), or a psychologist. The HOS will oversee and implement the overall mental health treatment program. Responsibilities include supervision of Clinical Therapists and support staff, coordinating clinic and billing operations, completing clinic reports, and providing comprehensive psychotherapeutic treatment services for higher needs clients. The HOS also ensures treatment adheres to the ChRIS program contract, monitors documentation, prepares for audits, oversees data collection, and other outcomes.

31. Head of Service (HOS) - Unlicensed – Under direction of a Licensed Clinical Supervisor, responsibilities include overseeing Clinical Therapists and support staff, coordinating clinic and billing operations, and completing clinic reports. The Unlicensed HOS ensures treatment adheres to the ChRIS program contract, monitors documentation, prepares for audits, oversees data collection, and other outcomes. An Unlicensed HOS must be waivered or registered and may not be a Clinical Trainee who is an unlicensed individual who is enrolled in a post-secondary education degree program. For agencies operating outside of San Bernardino County (County), the agency may be permitted to utilize the HOS arrangement as established and approved by the county of jurisdiction within which the STRTP is located. Agencies located outside of the County but only contracted with the County for SMHS shall adhere to this standard.

32. ICC Coordinator – An identified coordinator that ensures participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan address the child/youth's needs and strengths in the context of the values and philosophy of the ICPM. Refer to the DHCS manual,

Medi-Cal Manual for ICC, IHBS, and TFC for Katie A. Subclass members for additional information (https://www.dhcs.ca.gov/services/mental-health-services-division-default/manuals-and-information-notices/). Note: a staff member may fulfill this role in conjunction with other roles (e.g., facilitator, therapist, etc.).

33. Individualized Service Plan – Beginning with a comprehensive assessment, this plan is a personalized approach to healthcare and are designed to provide tailored support and services based on the specific needs, goals, and circumstances of each individual.

34. Integrated Core Practice Model (ICPM) – A set of concepts, values, principles, and standards of practice that outline an integrated approach to working with children, youth, and families involved with child welfare who have or may have mental health needs. ICPM is further defined in the DHCS manual, Pathways to Mental Health Services Integrated Core Practice Model Guide (https://www.dhcs.ca.gov/wp-content/uploads/2025/10/California-Integrated-Core-Practice-Model-for-Children-Youth-and-Families.pdf)

35. Intensive Care Coordination (ICC) – An advanced form of Targeted Case Management (TCM) under the EPSDT benefit, designed for children and youth under age twenty-one (21) who are eligible for full scope Medi-Cal and have intensive mental health needs. ICC must be delivered using a CFT to develop and guide the planning and services delivery process. ICC may be utilized by more than one mental health provider, however, there must be an identified mental health ICC coordinator that ensures participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the ICPM.

36. Intensive Home Based Services (IHBS) – Home and community-based interventions designed to support children, adolescents, and their families who are experiencing complex behavioral or mental health challenges. Part of EPSDT, the services are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons, and to help the child/youth develop skills and achieve the goals and objectives of the plan usually focusing on improving coping skills, family relationships, and functional abilities while keeping the child/youth in the least restrictive, most normative environment possible. IHBS are not traditional therapeutic services.

37. Interagency Placement Council (IPC) – Representatives from County and Community Based child-serving agencies who review and assist in facilitating wards and dependents access of needed care. The intent is to rapidly link youth to needed high level services, including residential and FSPs. IPC additionally screens and assesses referrals for children placed in STRTPs. The county agencies consist of DBH, CFS, Probation, County Schools, Inland Regional Center, Public Health, and Children's Network. Vendors are expected to attend IPC.

38. Juvenile Probation Department (Probation) – The County Department that is responsible for protecting the community through assessment, treatment, and control of juvenile offenders (WIC 602) by providing a range of effective services.

39. Katie A. – Katie A. et al. v. Bonta et al. refers to a class action lawsuit filed in Federal District Court in 2002 concerning the availability of intensive mental health services to children and youth in California who are either in foster care or at imminent risk of coming into care. The settlement agreement (2011) requires coordinated, comprehensive, community-based services for children with intensive mental health needs; promoting CFTs to assess needs, plan services, and track progress using ICC, IHBS, and TFC when medically necessary.

40. Licensed Clinical Supervisor (LCS) – A California licensed LMFT, LCSW, LPCC, or Licensed Psychologist who supervises clinic operations and personnel with additional monitoring and guidance if an agency has an unlicensed HOS. Duties encompass supervising Clinical Therapists and staff, orchestrating clinical functions, advising therapists on treatment matters, evaluating treatment plans and therapeutic practices, ensuring adherence to licensure limitations, offering in-depth psychotherapeutic services to severely disturbed clients, performing diagnostic assessments, and creating and executing treatment protocols within their licensing boundaries.

41. Linkage and Consultation – The identification of eligibility through interagency and intra-agency consultation, communication, coordination, and referral which triggers the pursuit of resources necessary and appropriate to implement the service plan, treatment plan, or coordination plan. This also includes monitoring service delivery and service plan, treatment plan, or coordination plan implementation to ensure an individual's access to service and the service delivery system.

42. May, Shall, and Should - Whenever in this document the words "may", "shall", and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

43. Medical Necessity Criteria – California Welfare and Institutions Code, section 14059.5, subd. (b), defines medically necessary services for individuals under twenty-one (21) years of age as those services that meet the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. Accordingly, a service is considered "medically necessary" or a "medical necessity" if it corrects or ameliorates defects and physical and mental illnesses and conditions discovered by the screening services, whether or not such services are covered under the State Plan. Federal guidance from the Centers for Medicare and Medicaid Services (CMS) makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition and are considered medically necessary and covered as EPSDT services.

44. Medication Support Services – Through EPSDT this includes the prescribing, administering, dispensing, and monitoring of psychiatric medications to alleviate the symptoms of mental illness that are provided by a staff person, within the scope of his/her profession. This service includes the evaluation of the need for medication, obtaining informed consent, medication education (including discussing risks, benefits, and alternatives with the individual, family, or significant support person), and plan development related to the delivery of these services.

45. Memorandum of Understanding (MOU) – A written agreement between the contracted agency and a secondary service provider, who will provide a specific service the contracted agency is unable to provide; in the case of ChRIS the only service that can be subcontracted is Psychiatry. The MOU must be approved by DBH, in writing, prior to services being performed for agency.

46. Mental Health Recovery, Wellness, and Resilience (RWR) – A person-centered, hope-based framework that supports individuals in improving their health and well-being, living self-directed lives, and reaching their full potential despite mental health challenges.

47. Multidisciplinary Team (MDT) – A team that brings representatives from various County agencies together to work collaboratively. Members of a MDT are united by the realization that child and family issues have complex causes and a serious impact on society. Each member has a designated role and continues to do his or her traditional job, but with the additional insight and assistance provided by others on the team. Formal written agreements, protocols, and/or guidelines signed by authorized representatives of all team components allow for routine sharing of information among team members.

48. Needs-Driven – Services are determined through the formal and/or informal assessment of family needs. Family expression of needs is a valuable component in this process.

49. Outcome-Based – A County approved system that measures the effectiveness and efficiency of services and supports being provided. Measurable change in outcomes is used as a mechanism for continuous quality monitoring, reporting, and improvement.

50. Parent/Family Partner – Agency staff that provide support to the CFT and to the parent in particular. Parent partners have personal parenting experience with an emotionally/behaviorally disturbed child through the County's Child Welfare Services, Probation, or Mental Health System.

51. Permanency – For purposes of the California Permanency for Youth Project (CPYP), permanency is defined as "an adult who consistently states and demonstrates that she/he has entered into an unconditional life-long parent-like relationship with the youth. The youth agrees that the adult will play this role in his/her life." A permanent relationship probably exists if:

    a. The youth is included in family vacation plans, visits to relatives and holiday celebrations.

    b. The youth resides with the adult, has plans to reside with the adult after leaving foster care or at least knows he/she always has a permanent place to stay.

    c. The adult offers the same level of mentoring, career counseling and emotional and financial support as is offered to the adult's other children.

    d. Both the adult and youth are committed to the permanent connection relationship, and

    e. In all ways the youth is treated as a member of the family.

52. Placement Services – Supportive assistance to the client in the assessment, determination of need and securing of adequate and appropriate living arrangements, including, but not limited to the following:

    a. Locating and securing an appropriate living environment

    b. Locating and securing funding

    c. Pre-placement visit(s)

    d. Negotiation of housing or placement contracts

    e. Placement and placement follow-up

53. Plan Development – A service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording every child's progress.

54. Proposer – Any individual, company, firm, corporation, partnership, or other organization submitting a response and may subsequently become a Contracted vendor. Throughout this RFQ, the terms Proposer, Contractor, Provider, or Vendor/Applicant are used interchangeably.

55. Qualified Individual Assessment (QI Assessment) – These assessments are conducted by DBH CYCS Clinicians and are used to evaluate the youth's needs, make a level of care determination, and develop both short and long terms goals and recommended services. A QI Assessment is required within thirty (30) days of being placed in an STRTP. The QI is required to evaluate the strengths and needs of the child using an age-appropriate, evidence based, validated, functional assessment tool to determine the setting which will provide the child/youth/non-minor dependent with the most effective and appropriate level of care in the least restrictive environment.

56. Recovery, Wellness and Resilience (RWR) – An approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness according to his or her own values and cultural framework. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with and encouragement of clients and their families, support systems and involved others to take control of major life decisions and client care; it encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and predominate language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it re-integrates the client back into his/her community as a contributing member; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices. For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or handicap, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community groups or cultural group's way of viewing mental and emotional problems and differences. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual, family, support system, and/or involved others in accomplishing the desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.

57. Rehabilitation – A service activity through EPSDT that includes but is not limited to assistance in improving, restoring, or maintaining a child's or group of children's functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, obtaining support resources, and/or medication education.

    It may include age appropriate counseling of the individual and/or family, support systems and involved others; assistance in restoring or maintaining a child's functional skills, social skills, medication compliance, and support resources; training in leisure activities needed to achieve the child's goals/desire results/personal milestones and/or medication education for family, support systems and involved others.

58. San Bernardino County Coalition Against Sexual Exploitation (CASE) – A partnership of public and private entities who have joined together to develop resources in the county to educate, prevent, intervene, and treat victims of commercial sexual exploitation.

59. Seriously Emotionally Disturbed (SED) – "Seriously emotionally disturbed children or adolescents" refers to minors under the age of eighteen (18) years or clients up to age twenty-one (21) who have a mental

disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:

a. As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following occurs:

   i. The child is at risk of removal from home or has already been removed from the home; or
   ii. The mental disorder and impairments have been present for more than six (6) months or are likely to continue for more than one year without treatment.

b. The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.

c. The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code (AB 3632/2726)

60. Sex Trafficking – The recruitment, harboring, transportation, provision, or obtaining of a person for the purposes of a commercial sex act in which the sex act is induced by force, fraud, or coercion or in which the person induced to perform such an act has not attained eighteen (18) years of age (Victims of Trafficking and Violence Protection Act of 2000 [United States of America]. Public Law 106-386 [H.R. 3244]. 28 October 2000. Section 103(9)).

61. Short-Term Residential Therapeutic Programs (STRTPs) – A residential facility licensed by the State of California Department of Social Services that is operated by a public agency or private organization that provides short-term, specialized, and intensive treatment, including core services, and 24-hour services and supervision.

62. Specialty Mental Health Services (SMHS) – Refers to a range of specialized interventions provided by mental health professionals to diagnose and treat mental health conditions. Services can include but are not limited to therapy and counseling, medication management, case management, crisis intervention, and rehabilitative services and can be accomplished through inpatient or outpatient services, day treatment programs, crisis services or a combination of services that best suit the needs of the individual.

63. Strength-Based – The process of developing an ISP beginning with an assessment of the strengths of all the family members and other individuals involved with the family team. The ISP evaluates and emphasizes the strengths of the family rather than their problems and deficits using them in the planning process. This is a departure from the professional-driven service delivery system that traditionally focuses on family deficits and generally fails to identify strengths.

64. Targeted Case Management (TCM) – Services that assist a beneficiary to access needed medical, educational, social, prevocational, rehabilitative, or any needed community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. TCM may be either face-to-face or by telephone with the child/youth or significant support system and may be provided anywhere in the community.

65. Telehealth – The provision of healthcare remotely by means of telecommunications technology. Due to the complex nature of the youth in an STRTP, it is expected that the clinical services conducted at an STRTP be primarily in person. Telehealth services may be conducted if a client requests and under

certain emergency circumstances such as when the child is in the hospital or a situation late at night; it shall not be the primary manner in which services are provided to ChRIS youth.

66. Therapeutic Behavioral Services (TBS) – Is a one-to-one behavioral mental health service available to children and youth with serious emotional challenges who are under age twenty-one (21), and who are eligible for a full array of Medi-Cal benefits without restrictions or limitations.

67. Therapy – A service activity with EPSDT that may be delivered to an individual child/youth or group of children and youth and may include family therapy (when the individual is present). Therapeutic interventions are consistent with goals, desired results, and personal milestones and focus primarily on symptoms reduction as a means to improve functional impairments.

68. Transtheoretical Model (TTM) of Change – Explains intentional behavior change along a temporal dimension that utilizes both cognitive and performance-based components (Prochaska & Velicer, 1997). TTM postulates that individuals move through a series of stages during the process of adopting new behaviors or discontinuing existing behaviors. Stages are: precontemplation, contemplation, preparation, action, and maintenance. It is expected that TTM be incorporated into the provision of services, especially when providing help to victims of sexual exploitation.

69. Trauma-Informed Care – A service delivery approach that is based on an understanding of and responsiveness to the impact of trauma. It recognizes the presence of trauma symptoms and acknowledges the role trauma may play in a client's life. It emphasizes physical, psychological, and emotional safety and creates opportunities for clients to rebuild a sense of control and empowerment. It is strengths-based framework that respects the choices and needs of the client.

70. Victim-Centered Approach – Prioritizing the safety, privacy, and well-being of the victim. It is the systematic focus on the needs and concerns of the victim ensuring compassionate and sensitive deliver of services in a nonjudgemental manner (https://www.justice.gov/ovw/prosecutor-guide). Anyone under the age of 18 who is involved in any form of commercial sex is automatically considered a victim of trafficking and should be treated in a victim-centered fashion.

71. Ward – A child who is under the jurisdiction of the San Bernardino County Juvenile Court pursuant to WIC Section 602 and is under the supervision of Probation.

72. Welfare and Institutions Code (WIC) – A compilation of the legal codes in California that establish programs and services designed to provide protection, support or care of children. The purpose of these codes is to provide protective services to the fullest extent deemed necessary by the Juvenile Court, Probation Department or other public agencies designated by the Board of Supervisors to perform the duties prescribed.

B. BACKGROUND

The Department of Behavioral Health (DBH), Department of Children and Family Services (CFS), and Probation Department are respectively responsible for meeting the mental health and residential treatment needs of minors in their care. Through a variety of programs (e.g., High Fidelity Wraparound), DBH and CFS provide an appropriate alternative to residential placement and keep children and youth with their family. For some children the level of need is high enough that only residential placement in a Short-Term Residential Therapeutic Program (STRTP) is an appropriate placement option. To provide the necessary level of services, they may require minors be placed in out-of-county residential care settings due to lack of appropriate level placements in the local community. The Children's Residential Intensive Services (ChRIS) program is intended to provide a means for such youth to be placed close to their community and develop healthy connections that will facilitate their return home or to another home-like setting.

The ChRIS program is a structured residential program that utilizes STRTPs as well as the values and principles of the Integrated Core Practice Model (ICPM) to provide necessary services during the period of placement and up to two (2) months after the child has left the STRTP in order to facilitate a successful transition to a lower level of care. ChRIS will allow for the provision of Specialty Mental Health Services (SMHS), to children and youth in residential settings.

The goal of the ChRIS program is to provide short-term, specialized and intensive treatment, that augments the core services and 24-hour care and supervision provided by the STRTP to serve specific target populations. This program is in support of AB 403 which has the intent of an overall reduction in the use of congregate care placement settings and the creation of more expeditious paths to permanency in order to reduce the duration of a child's involvement in the child welfare and juvenile justice systems. This includes but is not limited to the STRTP providing high levels of therapeutic services to children and youth that suffer from severe emotional and behavioral disorders to help them recover and achieve a socially acceptable functioning level while simultaneously building permanency options. The expectation is that these SMHS will be complementary to, and integrated with, the residential services offered within an STRTP. Specifically, the SMHS are intended to complement the "Core Services" required of STRTPs. Core Services provided to children, youth, and their families, should encompass community services and supports, individualized enrichment activities, physical, behavioral, and mental health support and access to services, including educational support, life and social support, transitional support services for children, youth, and families who assume permanency, services for transition-aged youth, services for non-minor dependents, and trauma-informed practices and supports for children and youth, including treatment services.

Recovery, Wellness, Resilience and Rehabilitative Mental Health Services

Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness according to his or her own values and cultural framework. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with and encouragement from clients and their families, support systems and involved others to take control of major life decisions and client care; it encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and preferred language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it re-integrates the client back into his/her community as a contributing member; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices.

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and youth) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or disability, and it addresses issues of stigma and prejudice that are related to

this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

1. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual, family, support system, and/or involved others in accomplishing the desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.
2. Accordingly, program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing behavioral health services.
3. Additionally, the Contractor shall develop admission policies and procedures that incorporate the multi-agency collaboration inherent in ChRIS regarding those persons who are eligible for ChRIS and for EPSDT Medi-Cal services. Non-EPSDT eligible children and youth in need of treatment should be screened and referred to an appropriate behavioral health service provider or be treated under separate funding streams. **DBH will not pay Contractor for services provided to Non-Medi-Cal beneficiaries.**

C. PROGRAM DESCRIPTION

1. Program Goals, Objectives, and Outcomes
    a. The overall objective of ChRIS is to maximize the benefits of Continuum of Care Reform (CCR). This includes, but is not limited to, the STRTP incorporating trauma-informed care principles and providing high levels of therapeutic services to children and youth to help them recover and achieve improved functioning while simultaneously building permanency options.
        i. Provide services appropriate to needs based on functioning and cultural background
        ii. Reduce the number of multiple out-of-home placements for foster care youth.
        iii. Provide effective services that are continually reviewed and revised as needed.
        iv. Reduce the subjective suffering from serious emotional disorders for children and youth.
        v. Minimize the length of stay in an STRTP in order to achieve the established goal of children and youth residing in a family-based setting.
    b. It is expected that these SMHS will be complementary to, and integrated with, the residential services offered within an STRTP. Specifically, the SMHS are intended to complement the "Core Services" required of STRTPs. Core Services provided to children and their families should encompass community services and supports, individualized enrichment activities, physical, behavioral, and mental health support and access to services, including educational support, life and social support, transitional support services for children, youth, and families who assume permanency, services for transition-aged youth, services for non-minor dependents, and trauma-informed practices and supports for children and youth, including treatment services.

c. ChRIS will enhance residential care by providing necessary Specialty Mental Health Services (SMHS) within the context of the Integrated Core Practice Model (ICPM) while the child is residing within the STRTP and during a two-month transition period after the child leaves the STRTP in order to facilitate a successful transition to a lower level of care. These services and program will be implemented with oversight and interdepartmental management, integration of core service elements as appropriate (e.g., Parent-Family Advocacy), and flexibility to ensure as smooth an implementation of CCR as possible to improve transition outcomes and reduce the length of stay. This model is referred to throughout the contract as an Integrated Core Practice Model or ICPM.

d. All services shall be provided in accordance with the values, principles, basic tenets, and philosophies of the Integrated Core Practice Model:

   i. Children are first and foremost protected from abuse and neglect, and maintained safely in their own homes.
   ii. Children have permanency and stability in their living situation
   iii. Parent/Family voice, choice, and preference are assured throughout the process.
   iv. Wraparound is a community-based effort.
   v. Services are needs-driven, strengths-based, trauma-informed, and family focused from the first conversation with, or about, the family.
   vi. Services are developmentally appropriate, individualized, and tailored to the strengths and needs of each child and family.
   vii. Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
   viii. Services are team-based and incorporate a blend of formal and informal resources designed to assist families with successful transition that ensure long-term success.
   ix. Services are culturally competent and respectful of the culture of children and their families.
   x. Services and supports are provided in the child's and family's community.

e. Key Outcomes

   i. Key Outcome related to service appropriateness:
      1) Services match the individual consumer's needs and strengths in accordance with system-of-care values and scientifically derived standards of care
   ii. Key Outcomes related to the reduction of multiple out-of-home placements:
      1) Decreased placement changes due to behavioral problems.
      2) Increased residential stability (e.g., as operationalized by the CANS/ANSA)/number of days spent in single location.
   iii. Key Outcomes related to service effectiveness:
      1) Improved functioning.
      2) Reduction in symptom distress.
      3) Improvement in work or school performance.
      4) Well-being and positive health.
      5) Treatment Involvement

6) Progress to Goals
7) Discharge Preparation
8) Off-Site Behavior
9) Home Visits
10) Caregiver Participation
11) Caregiver Interaction
12) Youth moving to a family-based home setting

iv. Key Outcome related to the reduction of subjective suffering:

1) Increased resiliency.
2) Decreased Core Actionable Items Report (CAIR) Scores
3) Decreased impairment in general areas of life functioning (e.g., health, self-care, housing, occupation/education, legal, managing money, interpersonal, social).

2. Deliverables/Requirements

a. Documentation: Applicant shall ensure they have the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:

i. At the time of entrance into a Contract with the County

ii. On an annual basis

iii. At any time there has been a significant change, as defined by DBH, in the Contractor's operations that would affect the adequacy or capacity of services, including the following:

1) A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries
2) Changes in benefits
3) Changes in geographic service area
4) Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers

iv. Additional Elements of Reporting and Documentation:

1) Data Reporting Elements including when data is due, how it should be submitted, and any other specifics:

(a) Data is gathered through the billing systems, which will be completed by the seventh (7th) day of the month following the billing for the previous month's Medi-Cal based services, and invoicing will be submitted by the tenth (10^{th}) of each month.

(b) Exception is the "opening" and "closing" of clients within the County's current billing and transactional database system. This will be done within five (5) working days of admission and/or within five (5) working days of discharge from the facility.

(c) Additional data collection, assessment tools, or measures may be required to be utilized, and the data reported to DBH.

(d) Provider shall incorporate feedback on data reports that DBH provides into program practices.

b. Referrals:

i. Contractor shall offer San Bernardino County CFS and San Bernardino County Probation the first opportunity for placement for any vacancies within the STRTP. Contractor shall be released from this responsibility by either being informed that a placement is not needed at this time or by not hearing back from CFS or Probation within three (3) business hours (i.e. between 8 am to 5 pm, Monday through Friday, excluding Holidays) of the notification.

ii. Contractors located in the County of San Bernardino shall not accept out-of-county placement referrals when appropriate San Bernardino County children and youth are awaiting placement.

iii. Contractor will complete the STRTP Vacancy Survey by 10:00 a.m., every calendar day, including holidays. Contractor may complete the survey on Fridays regarding any expected Saturday or Sunday vacancies. This information is reviewed by CFS for placement purposes.

iv. Contractor will accept all referrals for a ChRIS assessment that meet ChRIS criteria noted above.

Please note: Pursuant to State law, SED children may not be excluded due to medical disorder/treatment needs that complicate placement at the lowest level of care. However, it is understood that the Contractor must adhere to the admission criteria established with Community Care & Licensing (CCL), which may include exclusionary criteria based on licensing.

v. If there is a disagreement between ChRIS partners, including the Contractor, regarding the appropriateness of a referred child or youth, the Contractor shall discuss concerns with the placing agency staff. If, after this discussion, there is still disagreement on the appropriateness of the placement then a brief letter detailing the reasons for refusal shall be submitted to both the placing agency and DBH.

vi. The San Bernardino County Interagency Placement Committee (IPC) considers the foregoing application for ChRIS services and approves the child's/youth's selection after considering other treatment options.

c. Program Services to be Provided:

i. Integrated Core Practice Model (ICPM): All services are provided within the context of the Integrated Core Practice Model (ICPM). These services are intended to complement the components of the ICPM, which include:

1) Engagement: The engagement phase is the initial stage of services and is the foundation of building a trusting and mutually beneficial relationship. This phase begins prior to the child/youth's arrival at the STRTP.

2) Screening and Assessment: Assessment is a continuous process. The initial assessment should include screening for unique concerns (e.g., medical or

educational) as well as a thorough assessment of needs and strengths to ensure an accurate understanding of the child/youth and family.

3) Service Planning and Implementation

(a) Service planning involves creating and tailoring plans to build on the strengths and protective capacities of the child/youth and family in order to meet the individual needs of each child/youth and family member that were identified in the engagement and assessment components.

(b) Implementation follows directly after the EPSDT Service Plan and Safety Plan have been completed and includes implementing services and clarifying roles of people involved (e.g., clear identification of the ICC Coordinator of the child/youth in the medical record and in Objective Arts).

(c) Monitoring and Adapting: Monitoring and adapting are part of the practice of continually evaluating effectiveness of the plan while assessing current circumstances and resources. It is the part of the planning cycle where the plan is reworked as needed. Effective monitoring and adapting may, or may not, require changes to the formal plans.

(d) Transition Planning: Transition is the process of moving from formal supports and services to informal supports. For the purposes of ChRIS, transitioning and discharging have more specific meanings.

(1) "Transitioning" refers to the child/youth moving out of the STRTP into another residential arrangement. Planning for this will occur throughout the treatment process within the context of the Child and Family Team (CFT). The Contractor shall continue to provide EPSDT SMHS after the child/youth has left the STRTP with these services coordinated through the CFT.

(2) "Discharge" refers to the child/youth being exited from ChRIS for all potential services. Discharge planning will occur throughout the treatment process within the context of the CFT. It is expected that a ChRIS provider will extend every effort to connect a youth with High Fidelity Wraparound, which is the aftercare program required by DHCS.

There are multiple reasons why children or youth are transitioned out of the STRTP and/or discharged from ChRIS. Potential reasons for either transitioning or discharging to occur include the following:

(1) Upon mutual agreement of the family and Contractor that the goals of treatment have been met

(2) Upon parent or guardian refusal of services, or refusal to comply with objectives outlined in the Mental Health Services Plan

(3) Upon parent or guardian's unilateral decision to terminate treatment

(4) Upon a good faith determination by Contractor that the Child/youth cannot be effectively served by the program

(5) Upon a determination that the child/youth is a danger to other children/youth, staff, or self

(6) Upon transfer, out of the county or to another region

(7) By agreement of the Child and Family Team that appropriate follow-up or other service linkage will be made

(8) Children/youth will not be automatically terminated from services and should be assessed for further services upon discharge.

NOTE: Children who continue to meet Katie A. subclass criteria will not be discharged from ChRIS unless a successful transition to another ICPM program has been accomplished.

ii. Specialty Mental Health Services (SMHS): Interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living, and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals/desired result/personal milestones. All recipients of services shall meet or exceed the target population descriptions.

EPSDT may not be billed on any client who is detained in a Juvenile Detention & Assessment Center (Juvenile Hall, Camp or Educational Facility) or who is admitted into an acute-care psychiatric hospital or facility.

All services listed below are potentially available for provision to a client, however, Therapeutic Behavioral Service (TBS) has additional qualifying criteria which must be met when provided, and not all children or youth served will meet these additional requirements.

1) Assessment: A service activity designed to evaluate the status of a child's/youth's current mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child's/youth's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

2) Therapy: A service activity that is a therapeutic intervention that focuses primarily on symptom reduction to improve functional impairments. Therapy may be delivered to a child/youth or a group of children/youth and may include family therapy at which the child/youth is present.

3) Rehabilitation: A service activity that may include, but is not limited to, assistance in improving, maintaining or restoring a child's/youth's or group of children's/youth's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.

(a) Assistance in restoring or maintaining a child's/youth's or group of children/youth's functional skills, social skills, grooming, medication compliance, and support resources.

(b) Age appropriate counseling of the child/youth and/or family, support systems and involved others.

(c) Training in leisure activities needed to achieve the child's/youth's goals/desired results/personal milestones.

(d) Medication education for family, support systems and involved others.

4) Plan Development: A service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's/youth's progress.

5) Medication Support Services: Include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness. This service includes:

(a) Evaluation of the need for medication

(b) Evaluation of clinical effectiveness and side effects of medication

(c) Obtaining informed consent

(d) Medication education (including discussing risks, benefits, and alternatives with the individual or significant support person(s))

(e) Plan development related to the delivery of this service

6) Crisis Intervention: A quick emergency response service enabling the child/youth, his or her family, the support system, and/or involved others to cope with a crisis, while maintaining the child's/youth's status as a functioning family and/or "immediate community" member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the child's/youth's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a twenty-four (24) hour health care facility or hospital outpatient program. Service activities include but are not limited to assessment and therapy (all billed as crisis intervention).

7) Targeted Case Management: Services that assist a beneficiary to access needed medical, educational, social, prevocational, rehabilitative, or other needed community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. Targeted Case Management may be either face-to-face or by telephone with the child/youth or significant support systems and may be provided anywhere in the community

8) Linkage and Consultation: The identification and pursuit of resources necessary and appropriate to implement the service plan, treatment plan or coordination plan, which include, but are not limited to the following:

(a) Interagency and intra-agency consultation, communication, coordination, and referral.

(b) Monitoring service delivery and service plan, treatment plan, or coordination plan implementation to ensure a child's/youth's access to services and the service delivery system.

9) Placement Services: Supportive assistance to the child/youth in the assessment, determination of need and securing of adequate and appropriate living arrangements, including, but not limited to the following:

(a) Locating and securing an appropriate living environment

(b) Locating and securing funding

(c) Pre-placement visit(s)

(d) Negotiation of housing or placement contracts

(e) Placement and placement follow-up

10) Intensive Care Coordination (ICC): Within the Integrated Core Practices Model (ICPM) there is a need for thorough collaboration between all CFT members. Planning within the ICPM is a dynamic and interactive process that addresses the goals and objectives necessary to accomplish goals. The ICC coordinator is responsible for working within the CFT to ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family are coordinated to support and ensure successful and enduring change.

ICC is similar to the activities provided through Targeted Case Management. ICC must be delivered using a Child and Family Team to develop and guide the planning and services delivery process. ICC may be utilized by more than one (1) mental health provider; however, there must be an identified mental health ICC coordinator that ensures participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan address the child/youth's needs and strengths in the context of the values and philosophy of the ICPM.

ICC must be provided, at a minimum, every thirty (30) days. It should be provided more frequently as the situation warrants.

Activities coded as ICC may include interventions such as:

(a) Facilitation of the development and maintenance of a constructive and collaborative relationship among child/youth, his/her family or caregiver(s), other providers, and other involved child-serving systems to create a Child and Family Team (CFT).

(b) Facilitation of a care planning and monitoring process which ensures that the plan is aligned and coordinated across the mental health and child serving systems to allow the child/youth to be served in his/her community in the least restrictive setting possible;

(c) Ensure services are provided that equip the parent/caregiver(s) to meet the child/youth's mental health treatment and care coordination needs, described in the child/youth's plan;

(d) Ensure that medically necessary mental health services included in the child/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned and/or reassessed as necessary in a way that is consistent with the full intent of the Integrated Core Practice Model (ICPM);

(e) Provide active participation in the CFT planning and monitoring process to assure that the plan addresses or is refined to meet the mental health needs of the child/youth.

NOTE: ICC was initially developed solely for use with children with an open child welfare case who meet the 'Subclass' Criteria of a class action lawsuit; however, ICC is a service available to all EPSDT Medi-Cal beneficiaries in need of this service.

Contractor must provide ICC for all children with an open child welfare case who meet the criteria for the 'Subclass' at least once every thirty (30) days, as this is the least frequent level of coordination needed for this population.

ICC may be provided in any non-juvenile hall setting; however, when provided in a hospital, psychiatric health facility, community treatment facility, STRTP or psychiatric nursing facility, it may be used solely for the purpose of coordinating placement of the child/youth on discharge from those facilities and may be provided during the thirty (30) calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of thirty (30) calendar days or less per continuous stay in the facility as part of discharge planning.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members".

11) Intensive Home Based Services (IHBS): Intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services.

Activities coded as IHBS may include interventions such as:

(a) Medically necessary skill-based interventions for remediation of behaviors or improvement of symptoms, including but not limited to the implementation of a positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant other to assist them in implementing the strategies;

(b) Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-

functional behavior that interferes with daily living tasks or the avoidance of exploitation by others;

(c) Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and service plans including but not limited to the plan and/or child welfare services plan;

(d) Improvement of self-management of symptoms, including self-administration of medications as appropriate;

(e) Education of the child/youth and/or their family or caregiver(s) about, and about to manage the child/youth's mental health disorder or symptoms:

(f) Support of the development, maintenance and use of social networks including the use of natural and community resources;

(g) Support to address behaviors that interfere with the achievement of a stable and permanent family life;

(h) Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community; and

(i) Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintain housing and living independently.

NOTE: IHBS was initially developed solely for use with children with an open child welfare case who meet the 'Subclass' Criteria of a class action lawsuit; however, IHBS is a service available to all EPSDT Medi-Cal beneficiaries in need of this service.

IHBS was developed to be provided within the context of the Integrated Core Practice Model and requires the provision of ICC to ensure a participatory CFT. IHBS may be provided to all EPSDT Medi-Cal Beneficiaries in need of this service; however, IHBS still requires the provision of ICC to ensure a participatory coordination of services.

IHBS must be approved by the youth's CFT. In addition, the provision of IHBS must receive prior authorization by the DBH Authorization unit in compliance with their established policy and procedures.

IHBS are typically, but not only, provided by paraprofessionals under clinical supervision. IHBS is well-suited to be provided outside the STRTP setting to children/youth that are transitioning to a permanent home environment to facilitate the transition during single day and multiple day visits. IHBS may be provided within the STRTP setting.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members."

12) Therapeutic Behavioral Service (TBS): A one-to-one behavioral mental health service available to children/youth with serious emotional challenges who are under age twenty-one (21), and who are eligible for a full array of Medi-Cal benefits without restrictions or limitations. TBS helps children/youth/TAY (Transitional Age Youth), and their parents/caregivers, foster parents, STRTP staff and school staff learn new ways of reducing and managing challenging/ problematic behaviors, as well as strategies and skills to increase the kinds of behavior that will allow children/youth/TAY to be successful in their current environment and avoid more restrictive placements. Accordingly, TBS never exists alone, but are an adjunct, specialized service to an existing mental health service as above. **Contractor shall only provide TBS to EPSDT Medi-Cal beneficiaries enrolled in the agency's ChRIS Program if TBS was previously approved by DBH as part of the agency's ChRIS Program. Contractor shall NOT function as a TBS Program, but rather will be a program that includes TBS**. The provision of TBS must receive prior authorization by the DBH Authorization Unit in compliance with their established policies and procedures.

(a) TBS/Emily Q Class Criteria: Class members are defined as "all current and future beneficiaries of the Medicaid program under the age of twenty-one (21) in California who:

(1) Are placed in an STRTP or a locked treatment facility for the treatment of mental health needs, but

(2) Are not presently detained at Juvenile Detention Centers, IMD's or psychiatric hospitals (excluding Psychiatric Health Facility {PHF}); or, where the individual is "at risk" only of being detained at Juvenile Detention Centers, IMD's or In-Patient Psychiatric Hospitals; or

(3) Are being considered for placement in these facilities as an option to meet the individual's needs (not necessarily the only option and whether or not an STRTP or above facility is actually available); or

(4) The individual has at least one emergency psychiatric hospitalization related to their current presenting disability within the preceding twenty-four (24) months (not necessarily the only option and whether or not an STRTP or above facility is actually available) or is at risk of hospitalization.

(b) TBS "Needs" Eligibility: Once the child/youth is identified as a TBS Class member, then the County as the Mental Health Provider must determine that the child/youth/TAY meets the "needs" criteria below:

(1) Child/youth/TAY is receiving other specialty mental health services; and

(2) In the clinical opinion of the mental health provider, it is highly likely that without the additional short-term support of TBS, the child/youth/TAY:

i) Will need to be placed out-of-home, or into a higher level of residential care, including acute care (e.g., acute psychiatric hospital inpatient services, psychiatric health facility services, and crisis residential treatment services), as a result of the child's/youth's/TAY's behaviors or symptoms which jeopardize continued placement, or

ii) Needs this additional support to transition to a home or foster home or lower level of residential placement, or to stabilize the child's/ youth's behavior or symptoms in a new environment/placement.

(3) Therefore, Medi-Cal TBS criteria are that the child or youth must:

i) Be a full-scope Medi-Cal beneficiary under the age of twenty-one (21),

ii) Meet MH "medical necessity",

iii) Be receiving a Medi-Cal specialty mental health service to be supported by TBS short-term interventions,

iv) Be a member of the TBS certified class (above) or must have previously received TBS while a member of the certified class, and;

v) Services must be authorized by DBH Authorization Unit or designee prior to start of services.

(4) TBS is **NOT** reimbursable when:

i) Services rendered for the convenience of the family or other caregivers, physician or teacher;

ii) Supervision or services provided to assure compliance with Probationary terms;

iii) Supervision provided to ensure the child's/youth's/TAY's safety or safety of others;

iv) Services rendered to address conditions that are not part of the child's/youth's/TAY's mental health condition;

v) Services provided to children/youth/TAY who can sustain non-impulsive, self-directed behavior, handle themselves appropriately in social situations with peers, and who are able to appropriately handle transitions during the day; and

vi) Services provided to children/youth/TAY who will never be able to sustain non-impulsive, self-directed behavior and engage in appropriate community activities without full-time supervision; or when the beneficiary is an inpatient of a

hospital, psychiatric health facility, nursing facility, IMD, or crisis residential program.

vii) Services are provided for any of the above, or if services were not authorized by the DBH Authorization Unit or designee prior to start of services.

(c) TBS Services: Therapeutic Behavioral Services are all billed under service function code (SFC) 58. TBS has four (4) unique categories which are captured by unique local service codes. These four categories are:

(1) TBS Assessment - A clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Relevant cultural issues and history should be included where appropriate. Assessment may include diagnosis. A TBS assessment also includes identifying the child/youth's target behaviors and/or symptoms that jeopardize continuation of the current residential placement or may interfere in transition to a lower level of care. The assessment must be comprehensive enough to identify that the minor meets medical necessity, is a full-scope Medi-Cal beneficiary under twenty-one (21) years of age and is a member of the "certified class", and that there is a need for specialty mental health services in addition to TBS. This service is not always a direct face-to- face service.

(2) TBS Collateral – Contact with one or more significant support person in the life of the beneficiary, which may include consultation and training to assist in better utilization of TBS services and understanding of mental illness, the behaviors and symptoms being targeted. TBS collateral services can be used in such cases when a TBS Coach or TBS Clinician contacts the therapist providing the mental health services, or beneficiaries' significant support persons, (e.g., parent, teacher, group home staff, neighbor, siblings, etc.), as long as it directly relates to the TBS treatment plan. As a general rule, if the Contractor is providing services that are linked to target behaviors or TBS treatment plan and the beneficiary is not present, then the Contractor would be delivering "Collateral TBS". An example of "Collateral TBS" would be when the Contractor is working with the parent/caregiver towards the goals of the minor's TBS treatment plan, or while conducting a TBS Treatment Team meeting. TBS collateral contacts must be with individuals identified as significant in the child/youth's life and be directly related to the needs, goals and interventions for the child/youth identified on the TBS Treatment Plan. This service can be delivered either face-to-face or by phone.

(3) TBS Plan Development – may include any or all of the following:

i) Development and approval of treatment or service plans.

ii) Verification of service necessity.

iii) Monitoring of the individual's progress.

(4) TBS Coaching - A service that includes one-to-one (face-to-face) therapeutic contact between a mental health provider (TBS Coach) and a beneficiary for a specified short-term period of time, which is designed to maintain the child/youth's placement at the lowest appropriate level by resolving target behaviors and achieving short-term goals.

i) TBS Coaching may not begin until the initial assessment is completed.

ii) The majority of TBS billing should fall under this category.

iii) When the child/youth is a resident in an STRTP or group home, TBS coaching shall also include interventions aimed at improving the interactions between the direct care staff and the youth.

iii. Coordination of Care: Contractor shall deliver care to and coordinate services for all of its beneficiaries by doing the following [42 C.F.R. § 438.208(b)]:

1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity [42 C.F.R. § 438.208(b) (1)].

2) Coordinate the services Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.].

iv. Parent Partner: A basic tenet of DBH Children's Services is the involvement of parents and families of children and youth with serious emotional disturbances as full partners in every aspect of the system. To support this basic tenet, DBH developed Parent Partner Network Meetings as a venue to ensure that families and youth have an equal voice and that services meet the needs identified by families and are sensitive to the unique cultural context and history of each family.

To support this basic tenet of DBH Children's Services, the Contractor shall hire one paid Parent Partner who is a parent or family member of a child/youth with serious emotional disturbance to work closely with DBH Parent Partners. The duties and responsibilities of Parent Partners are either administrative or claimable as an allowable billable service, but not both.

1) Parent Partners are expected to provide the following services:

(a) Offer referral and support services to families.

(b) Ensure services meet the needs identified by families.

(c) Accompany the families to Individualized Education Plan (IEP) meetings.

(d) Facilitate parent support groups.

(e) Provide in-home support services.

(f) Promote collaboration among families, advocates, mental health providers, health care providers and other agency/school personnel.

(g) Attend the DBH Regional Parent Partner Network Meetings

(h) Outreach to family members in the community.

2) Parent Partners may conduct and bill EPDST Medi-Cal for the following specific activities, which may be subject to change based on DHCS guidelines:

(a) Case Management: Linkage and Consultation

(b) Mental Health Service: Rehabilitation/Activities of Daily Living (ADL)

v. Core Services: Agencies will facilitate the attendance of and provide daily supervision to youth to attend events intended to enrich and educate the youth. This includes, but is not limited to, Kinship events, Youth Engagement events, Sports Faires, and/or Independent Living Program (ILP) visits.

vi. Children's Crisis Residential Program (CCRP): Initially developed as a program for immediate, short-term residential mental-health care for children and youth experiencing an acute psychological or emotional crisis that is provided by residential setting agencies licensed as a Children's Crisis Residential Program (CCRP) provider.

CCRPs must provide therapeutic programming seven (7) days a week to include all weekends and holidays while maintaining 24/7 staffing and accept admissions from 7 a.m. to 11 p.m. daily.

This program shall collaborate with the child or youth's mental health team within twenty-four (24) hours of intake and assist with transition planning back to home and/or the community and include one or more of the following service components: assessment, plan development, therapy, and/or crisis intervention.

vii. Specific Program Task Requirements:

1) Conduct an initial face-to-face meeting with the child/youth and family within one (1) business day of placement. Issues to be discussed during the initial meeting shall include, but are not limited to:

(a) Initial Mental Health Assessment: A formal mental health assessment will be initiated and completed as soon as possible, but absolutely within five (5) calendar days of start date (i.e., enrollment date).

(1) ICC Coordinator & Service Authorization: Ensure the ICC Coordinator is identified and that EPSDT Specialty Mental Health Services are authorized and started within twenty-one (21) days of start date.

(2) Notify the relevant Multi-disciplinary Team Member(s) of the date, time, and place set for all Child and Family Team Meetings

(CFTM) involving the child. Taking into consideration the family's obligations such as work and school, the Facilitator will schedule Child and Family Team meetings to maximize opportunities for the child's social worker, probation officer, or case manager to attend regularly.

Facilitate CFTM's every thirty (30) days at a minimum. They should be held more frequently, even weekly, if the child's situation warrants. CFS Social Workers and Probation staff may only be able to participate in a CFTM live every ninety (90) days. The STRTP should solicit input from the placement staff at every meeting and provide meeting documentation to placement staff after the meeting. In addition, for youth placed by San Bernardino CFS, CFTM documentation must be emailed by encryption to the appropriate CFS Regional Office Inbox within seventy-two (72) hours of the CFTM.

(3) Notify all involved parties as soon as possible of changes or cancellations in any Child and Family Team Meeting.

(4) Evaluate the mental health needs of the child, siblings and family members throughout the course of care and facilitate obtaining needed services.

(5) Ensure linkage and continuity of care as children transition out of the STRTP.

(6) Ensure linkage and continuity of care when children discharge from ChRIS.

d. Administrative Requirements:

i. Contractor must be able to start providing assessment and treatment services as soon as possible, but **no later than ninety (90) days** from the start date of their original contract. This includes but is not limited to having required staffing and appropriate technology in place to access DBH required systems.

ii. Contractor must be able to begin billing for services in the myAvatar billing system within two to four (2-4) months from the contract start date. This includes completing all of the necessary training courses for live access to the myAvatar system.

iii. Contractor will submit a monthly invoice along with supporting documentation to DBH Fiscal starting the tenth (10^{th}) of the month after the contract start date and continue to be submitted by the tenth (10^{th}) of each month. This is in addition to billing in the myAvatar billing system.

iv. Contractor will develop, coordinate, and provide formal therapeutic treatment services based on assessments and treatment recommendations.

v. Contractor shall have a written policy and procedure for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available

vi. Contractor shall submit Serious Incident Reports (SIR) to appropriate agencies within 24 hours of the incident. If the incident dictates the completion of a Child Abuse Report, the contractor shall also complete that report within the same time period and note that the

Child Abuse Report was completed in the body of the SIR along with the following information: the name of the employee that filed the report, the date and time of the filing and report number. The SIR should also include the child's birth date and myAvatar client number.

vii. The main clinic office will be available a minimum of forty (40) hours per week by appointment. Services will primarily be home-based in the natural settings of the child and parent, and access will be available twenty-four (24) hours per day through answering system and paging system.

viii. Contractors are required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by the Contractor or another Mental Health Plan; i.e., must be available during the times that services are accessible by consumers based on program requirements.

ix. Contractor shall submit the Unusual Occurrence/Incident Report (QM/053) to their DBH Program Manager if there is an incident that includes a medical injury that requires hospitalization, client death, sexual victimization, danger to others, or attempted suicide. This form can be found on the DBH website under the 'For Agencies' section, then 'Documents'. The form number will be entered in the search section.

x. Contractor must obtain and maintain Medi-Cal certification in order to bill EPSDT Medi-Cal for services provided to Medi-Cal eligible children and youth. Contractor must submit complete Medi-Cal certification paperwork to assigned DBH Program Manager/CYCS staff within fourteen (14) days of documentation request. Not being Medi-Cal certified within ninety (90) days from the contract start date may result in contract termination.

xi. Contractor must comply with all requirements of the State DHCS to maintain Medi-Cal certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify DBH at least sixty (60) days prior to change of ownership or change of address.

xii. Contractor must comply with the requirements of the Interim STRTP Regulations established by DHCS, including any subsequently released STRTP Regulations during the term of this Contract, particularly those requirements pertaining to the following operations:

1) Staff qualification and training
2) Clinical documentation and timeliness
3) Client confidentiality

Contractor must keep informed about and maintain compliance with any subsequent updates made by DHCS.

xiii. Contractor must comply with any Plan of Correction (POC) issued from California Department of Social Services Community Care Licensing (CCL). DBH will review Facility Reports and Complaint Investigations from CCL on a regular basis. Depending on the severity of the report, DBH may also require a POC to be completed in addition to any requirements by CCL.

xiv. Contractor is required to store and dispense medications in compliance with all pertinent Federal and State standards, specifically:

1) All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are altered only by persons legally authorized to do so.
2) Drugs intended for external use only and food items are stored separately from drugs intended for internal use.
3) All drugs are stored at proper temperatures.
   (a) Room temperature drugs at 59-86 degrees Fahrenheit
   (b) Refrigerated drugs at 36-46 degrees Fahrenheit
4) Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense, or administer medication.
5) Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
6) A drug log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated, and abandoned drugs in a manner consistent with State and Federal laws.
7) Contractor must ensure that policies and procedures are in place for dispensing, administering, and storing medications, including how to keep accurate medication logs.

xv. The Contractor will provide services in a culturally and linguistically sensitive manner. This includes providing information in the appropriate languages and providing information to persons with visual and hearing impairments.

xvi. The Contractor will provide services in the most appropriate setting (e.g., home, school, clinic, or community).

xvii. The Contractor must comply with California Vehicle Restraint Laws which state that children transported in motor vehicles must be restrained in the rear seat until they are eight (8) years old or are at least four (4) feet nine (9) inches in height.

xviii. The Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health patients in excess of what UMDAP allows.

xix. The Contractor shall maintain client records in compliance with all regulations set forth by the State and provide access to clinical records by DBH staff. Contractor will satisfy and provide for meeting State Outcome study requirements.

xx. The Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and Medicare record keeping requirements. The Contractor will participate in on-going Medi-Cal audits by the State. A copy of the plan of correction regarding deficiencies will be forwarded to the DBH.

xxi. The Contractor shall maintain high standards of quality of care for the units of service, which it has committed to provide.

1) The Contractor will make every effort to recruit bilingual staff in order to meet community needs.
2) The Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.

3) Summary copies of internal peer review conducted shall be provided to the DBH Program Manager

xxii. The Contractor shall ensure that Satisfaction Surveys are provided to beneficiaries quarterly during the term of this contract and then again upon client discharge. All surveys will be collected by agency and be made available to DBH upon request.

xxiii. The Contractor shall participate in the DBH's annual evaluation of the program and shall make required changes in areas of deficiency.

xxiv. The Contractor shall allow visits by the DBH Program Manager, or designee, at any time for review of records, physical plant upkeep, contract requirements, or for audit purposes.

xxv. The Contractor shall provide periodic program reports, as required by DBH.

xxvi. The Contractor shall attend, or send an appropriate representative, to all designated Program and/or Agency meetings and trainings as deemed necessary by DBH CYCS Program staff for the purposes of information provision, training, and/or other necessary reasons for the provision of contracted services as notified by DBH.

xxvii. The Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.

xxviii. The Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this agreement.

xxix. Contractor will ensure that they have the appropriate technology (i.e. Microsoft Edge, Google Chrome (Apple systems are not compatible at this time), in place upon contract effective date in order to perform the necessary data entry required for the Program, via desktop or laptop computers.

xxx. Contractor agrees to submit any requested documents to DBH CYCS Program staff as requested and/or required.

xxxi. The Contractor shall develop and make available to the DBH Program Manager, or designee, copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication, which may include electronic mail, with the Program Manager or designee regarding those policies and procedures.

xxxii. Upon the termination of the contract and discontinuance of the provision of services, all records shall be provided to the county in an organized manner within 60 days of the termination of the contract and discontinuance of services.

xxxiii. Exclusions:

1) Placement or Residential services are not included as part of this program.

2) Transportation for consumer referrals, appointments, etc., is not a covered expense in this procurement. However, it is a required service and is expected to be provided once the child is accepted into the STRTP. Agency automobile insurance limits are reviewed in this RFQ, Article V Contract Requirements, Section B Indemnification and Insurance Requirements, Paragraph 11 Insurance Specifications, subsection c. Automobile Liability Insurance. Any automobile used for transporting consumers shall meet these policy limitations.

e. Performance Outcomes and Reporting Requirements

i. Process Measures:

1) Ninety Percent (90%) of all San Bernardino Medi-Cal Beneficiaries will receive a mental health assessment within five (5) calendar days of placement.

2) Average number of days between the client's first assessment and first treatment service, excluding the upper five percent (5%), will be less than five (5) days.

3) Average number of EPSDT Specialty Mental Health Service Hours provided to a client who meets medical necessity will be more than four (4) hours per month.

4) Average number of days between EPSDT services, excluding the upper five percent (5%), will be less than five (5) days.

5) At least ninety-five percent (95%) of all billable services provided during a specific month will be included in the monthly billing which is submitted by the seventh (7th) day of the following month.

6) Information for at least ninety-five percent (95%) of all clients who are either "opened" or "closed" for mental health services will be provided to DBH through the appropriate means within five (5) working days of the admission and discharge.

7) Contractors will be required to regularly access various reports from their designated File Transfer Protocol (FTP) account in order to review service data directly related to the requirements of their ChRIS contract, including but not limited to the items noted above.

ii. Pediatric Symptom Checklist-35 (PSC-35) shall be completed by an involved parent/caregiver:

1) Within thirty (30) days of admission

2) Every six (6) months

3) Clarifications:

(a) A PSC-35 is not required at admission if the client does not have an involved caregiver who is willing to complete the Checklist.

(b) The PSC-35 is not completed by the STRTP staff. If no parent/caregiver is involved, STRTP staff documents this status in the clinical record.

iii. Child and Adolescent Needs and Strengths Assessment – San Bernardino: (CANS-SB) within the ChRIS program:

1) The CANS-SB shall be completed:

(a) Within fifteen (15) days of admission;

(b) Every two (2) months; and

(c) Within thirty (30) days of discharge.

2) The CANS-SB data shall be reviewed with a youth and caregiver prior to CFT Meetings and shall be presented in ninety-five percent (95%) of all ChRIS CFT

Meetings. When the CANS-SB is not integrated into the CFT Meeting, a justification shall be indicated in the accompanying CFT Meeting chart note.

3) The CANS completion data (Expected Assessment Summary) report shall be pulled and reviewed by the agency on a quarterly or as needed basis for appropriate data based on the schedule noted above. Overall completed percentages for Submitted/Approved Total should be maintained by the agency at ninety percent (90%) or higher.

4) Clarifications:

   (a) A CANS-SB is not required at admission if the client does not meet the criteria for services AND there is deemed insufficient information to complete the CANS-SB accurately.

   (b) There may be instances where, with a significant event, the CANS-SB is completed more frequently than every two (2) months.

   (c) In no case shall a period of more than two (2) months pass without completing a CANS-SB.

   (d) A CANS-SB is not required at discharge if a two (2) month (i.e., Update) CANS-SB, was administered within the past thirty (30) days AND no significant change in the client's presentation has occurred.

5) Adverse Childhood Experiences (ACEs) information shall be obtained for all children and youth:

   (a) Within thirty (30) days of admission;

   (b) Annually throughout the duration of treatment; and

   (c) Upon discharge from services.

3. Payment

   a. The billing unit for mental health services, rehabilitation, medication support services, crisis intervention and case management/brokerage is an appropriate Current Procedural Terminology (CPT) code or a Healthcare Common Procedure Coding System (HCPCS) code. These codes are related to the number of minutes a service was provided. The exact number of minutes/hours/activities used by staff providing a reimbursable service shall be reported and billed in their respective units.

   b. Contractor may not exceed the anticipated utilization rate without prior written approval from the DBH Program Manager or designee. The Agreement is contingent upon sufficient funds being made available by Federal, State, and/or County governments for the term of this agreement.

   c. If proper documentation is not received by the DBH, payment(s) may be withheld until Contractor is in compliance with terms and conditions of the contract. This includes such provisions as certificate(s) of insurance, staff changes, reduction or change in staff and documentation regarding all licensed staff.

D. Target Population

1. The target population includes children and youth who are San Bernardino County Medi-Cal beneficiaries, who require residential placement within a STRTP, meet the criteria for seriously emotionally disturbed (SED), and are in need of specialty mental health services. This target population will be comprised of dependents placed into an STRTP by San Bernardino County Department of Child and Family Services (CFS) and Wards placed into an STRTP by San Bernardino County Probation Department. Included youth will meet Med-Cal Medical Necessity Criteria for reimbursement for EPSDT Medi-Cal Specialty Mental Health Services (Title 9, California Code of Regulations, Ch. 11, Sec. 1830.210). ChRIS providers physically located within San Bernardino County may also serve dependents and/or wards placed by another county if the proper arrangements have been made.
2. This broad definition of the target population needs to be narrowed to the level that specific programs may be developed for children and youth with specific needs. It is the expectation that each contracted agency will specify:
    a. Which global target population they may serve, including:
        i. Gender
        ii. Age range of residents
    b. WIC population they may serve:
        i. CFS (WIC § 300)
        ii. Probation (WIC § 600)
        iii. Both
    c. In addition to being able to provide EPSDT SMHS, for which this contract is established, the contractors are expected to specify a narrower population of children and youth which they may serve. Examples of these populations include, but are not limited to:
        i. Pregnant or Parenting – Female: The STRTP will accept children and youth with a confirmed pregnancy and provide services to support the youth during this time. Children and youth will be able to reside in the STRTP with their infant after birth and receive instruction and support to move to a lower level of care. Other children and youth may opt for adoption and receive support after birth prior to moving to lower level of care. The STRTP will need to accommodate the infant in both scenarios. These children and youth may have volatile behaviors, including a history of cutting, absent without leave (AWOLs), mental health history, and substance use disorders.
        ii. Sexually Exploited or Victimized – Female: Provide treatment for young women who have a history of sexual victimization, which may include victims of the sex trade. These children and youth may exhibit an array of mental health and behavioral issues, which may include frequent AWOL, cutting, hospitalizations, inappropriate/unsafe sexual behavior for threat of harm to self and others, oppositional defiance, aggressive verbal and physical assaults to peers and staff. The goal will be to stabilize their behaviors, provide intensive mental health treatment to prepare for a lower level of care.
        iii. Mental Health and Substance Use Disorders: Homes for children and youth with an intense need for mental health treatment combined with substance use disorder treatment. These children and youth may have depression, self-destructive behaviors

such as cutting, suicidal ideation or be difficult to engage because of bonding/trust issues; severe self-esteem issues due to physical problems, such as obesity; and/or an AWOL history, medication non-compliance, and history of hospitalizations. Provide intensive substance use disorder treatment and mental health treatment to stabilize behaviors.

iv. Sexual Perpetrator/Fire Setters – Male: A treatment program to provide intensive treatment for children and youth who have sexually inappropriate behaviors which may include sexual perpetration. A treatment program for fire-setters. These children and youth may or may not have exhibited previous fire-setting behaviors which make them difficult to place. These children and youth may have mental health issues and aggressive behaviors which may include threats to peers and staff. These children and youth may have AWOL behaviors and a history of substance use disorder in addition to sexual acting out behaviors.

v. Extremely Violent Youth: These children and youth may be dual status, with supervision from both CFS and Probation. Children and youth may exhibit very aggressive behaviors with threats to physically assault peers and staff. May have mental health issues and substance use disorder behaviors, non-compliance with STRTP rules, and AWOL risk. The youth will require intensive supervision and treatment. They may be gang-identified or gang-associated.

vi. Non-Minor Dependents (May have exited Foster Care and wish to return): These Non-Minor Dependents need the supervision and support at the STRTP level. They must be enrolled in and working towards a high school diploma or equivalent. An exception can be made for individuals with mental or physical disability, allowing extra time to complete education. They may have mental health issues, substance use disorder issues, behavioral problems that make emancipation and independent living a challenge. They require intensive support and supervision to focus on their task of completing high school. Children and youth who exit foster care and wish to return frequently have behavioral issues that make it difficult to find a placement.

vii. Younger Children and Youth (Ages 6-12) With Severe Mental Health Issues and Behaviors: These children and youth have severe mental health issues that need intensive treatment. Their behaviors are beyond the ability of parents, relatives, or foster homes to address. They may have frequent hospitalizations for threats to self or others. Their behaviors may be extremely aggressive and include assault on others, property destruction, and attempts to harm themselves. They may be victims of severe physical or sexual abuse. Their parents may have a history of mental illness and these children may have lived in a chaotic family environment.

viii. Lesbian, Gay, Bisexual, Transgender, and Questioning Youth (LGBTQ youth): The milieu for this STRTP needs to be culturally appropriate for LGBTQ youth. They may have mental health and behavioral issues that require different levels of treatment. They may have additional issues such as sexual acting out, substance use disorder, and AWOL behaviors, which may include attempts to use internet access to make contact with adults.

ix. Cognitively Low Functioning with Mental Health and Behavioral Issues: These youth present with a mild intellectual disability but are not Inland Regional Center (IRC)

eligible. These are youth with mental health and behavioral issues that need intensive treatment and support. These youth may be bullied by peers if placed in a higher-level group home. These youth may have difficulty benefiting from the abstract skills necessary for therapy and need special attention to address their high-needs issues.

x. Special Medical and Health Care Needs: These youth have mental health and behavioral issues that require a STRTP level of care. Additionally, they have special medical needs that most group homes are unable to accept because of the special training, knowledge and skills required. Staff will need to have training in order to care for children or youth with medical issues, such as diabetes, epilepsy, asthma, eating disorders, allergies, hearing impairments, or visual impairments and most require special medications. These children or youth may have some physical limitations.

The above is not intended to be an exhaustive list, and Contractors may work with more than one population as long as there are no inherent conflicts between the populations served. The Contractor needs to remain focused on the provision and the utilization of EPSDT Specialty Mental Health Services.

The contract is solely for EPSDT Specialty Mental Health Services

3. Members of this target population shall meet medical necessity criteria and is determined by the following factors:

   a. The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involved, or experiencing homelessness as defined in BHIN 21-073;

   OR

   b. The beneficiary meets both of the following requirements in (i) and (ii) below:

      i. The beneficiary has at least one of the following:

         1) A significant impairment.

         2) A reasonable probability of significant deterioration in an important area of life functioning.

         3) A reasonable probability of not progressing developmentally as appropriate.

         4) A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

      ii. The beneficiary's condition as described above is due to one of the following:

         1) A diagnosed mental health disorder, according to the criteria of the current edition of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.

         2) A suspected mental health disorder that has not yet been diagnosed.

         3) Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

E. PROGRAM CONSIDERATIONS

1. FACILITY LOCATION

Locations are subject to prior approval by DBH. All facilities must be Medi-Cal certified prior to the provision of services.

a. Address of the current STRTP(s) where outpatient services must be provided and on file with DBH.
b. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at a contracted clinic location(s) or moving clinic to a new location, at any time during contract period.
c. Changes in location or additional locations are subject to prior approval by DBH. All facilities must be Medi-Cal certified prior to the provision of services
d. The Contractor shall comply with all requirements of the State to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify the DBH Program Manager at least sixty (60) days prior to a change of ownership or a change of address. The Contractor shall work with the DBH Program Manager to obtain a new provider number from the State if necessary.
e. Contractor will provide services throughout San Bernardino County. This means any youth successfully transitioned out of the STRTP will be provided Transition Services regardless of the new residential location. Extreme distances may be discussed with DBH Program Manager, or designee, with the intent of rapidly developing alternative services in the local area.
f. The Contractor shall provide appropriate furnishings and clinical supplies to conduct outpatient services in a clinically effective and HIPAA-compliant manner. This includes provisions for facilitating a Child and Family Team meeting with some members at the STRTP and some members attending via teleconference.
g. The physical plant of any site owned, leased, or operated by the Contractor and used for services or staff shall be clean, sanitary, and in good repair. This includes maintaining the exterior of the site in accordance with other homes in the immediate neighborhood, including but not limited to, painting, maintenance of yards and overall exterior repair.
h. Rear yard of residence shall be maintained and conducive to occupant comfort and potential outdoor activities. This includes, but is not limited to, outdoor furniture in good repair, covered areas that provide shade and protection from the elements, green belt in either natural or turf form, and areas for outdoor activities such as basketball, soccer, etc.
i. Contractor shall establish and implement maintenance policies for any site owned, leased, or operated that is used for services or staff to ensure the safety and well-being of beneficiaries and staff.
j. The Contractor shall maintain the facility interior appearances in a safe, clean, and attractive manner. This includes, but is not limited to, paint, furnishings for consumer bedrooms, facility furnishings and appliances.
k. Non-smoking signs shall be clearly posted to the exterior of the building stating: "No Smoking within 20 feet of the Building – Assembly Bill 846, Chapter 342".
l. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
m. The Contractor shall have clinic pamphlets identifying the clinic and its services in San Bernardino County threshold languages, for distribution in the community.
n. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic, to include a contact phone number and the San Bernardino County ACCESS unit phone number.

o. If applicable, Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access & Referral Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

p. DBH reserves the right, after a contract award, to amend the resulting contract as needed throughout the term of the contract to best meet the needs of the County and the requirements of this RFQ.

2. HOURS OF OPERATION

a. Contractor as the ChRIS provider will maintain a 24/7 facility(ies) and a Medi-Cal certified clinic to provide outpatient services as outlined in the contract and addenda. In addition, the Contractor shall offer clinical services to clients as needed and designed under the ChRIS paradigm of service treatment, which includes availability 24/7 even when children and youth are no longer residing in the ChRIS home.

b. The Contractor's clinical facility will be open Monday through Friday. The main clinic office shall be open for a typical forty (40) hour work week and offer clinical services to clients during evening and/or weekend hours as needed by the client or a guardian.

c. Contractor clinical staff will be available twenty-four (24) hours per day to address the regular and emergency needs of the program's clients. Outpatient services will be available seven days a week and evening hours as determined by the appropriate DBH Program Manager or designee.

d. Contractor must have emergency on-call crisis services for all clients being served in the program, which includes emergency response availability, callback staff, assessment of suicidal ideation and other crisis responses as needed. Contractor will have daily on-duty staff rotating on a weekly basis and will be available after normal working hours and on weekends (e.g., through an answering service).

e. Changes to this plan shall be submitted to the appropriate DBH Program Manager in writing, signed, and in hard copy, for approval thirty (30) days prior to implementation.

3. STAFFING

a. Staff Hours of Coverage and Documentation

i. Staff coverage should be appropriate to meet the children's/youth's and family's mental health needs. This will include, but not be limited to, having after-hours resources and being able to provide some services (e.g., Rehabilitation) throughout the day as needed. An initial agency Organizational Chart will be provided to DBH within 30 days of contract signing which includes staff name, title, email, and phone contact information.

ii. Agency must have on-call, after hours mental health staff available for client emergency services. They must be able to arrive at the facility within an expedited time frame to provide any assistance in an urgent situation.

iii. A staff roster must be kept current and must be provided to DBH Program Manager or designee (e.g., contract monitor). Vacancies or changes in staffing plan shall be submitted to the DBH Program Manager within forty-eight (48) hours of Contractor's knowledge of such occurrence, in the form of an updated Organizational Chart. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.

b. General Staff Requirements

i. All staff shall be employed by the Contractor

ii. The staff described will work the designated number of hours per week in full time equivalents (FTEs), perform the job functions specified and shall meet the California Code of Regulations requirement.

iii. Agency must have a minimum of one (1) full-time Licensed Clinician on staff. This person will hold the title of either Licensed Head of Service or Licensed Clinical Supervisor.

iv. Agency staff designated as the Head of Service (HOS) shall be Licensed. The license shall be in good standing and valid throughout the term of employment as the HOS for the STRTP. If at any time, the licensed HOS is no longer in good standing or their license has expired with the Board of Behavioral Sciences (BBS) licensing agency, DBH is to be notified immediately. For agencies operating outside of the County, the agency may be permitted to utilize the HOS arrangement as established and approved by the county of jurisdiction within which the STRTP is located. Agencies located outside of the County but only contracted with the County for SMHS shall adhere to this standard.

v. Under certain circumstances and only with previous approval from DBH, an unlicensed HOS may fill-in temporarily for a licensed HOS during a short-term absence. This temporary adjustment will be for no more than twelve (12) weeks.

vi. If an agency has more than one STRTP and wishes to share the HOS between sites, they must have an approved Head of Service Flexibility Request letter from DHCS that lists the sites that are approved to share the HOS. This approval letter and the original plan submitted to DHCS must be submitted to DBH CYCS Administration prior to the start of services.

vii. All staff functioning as a Clinician shall be licensed, or have their license waived by the State, or registered, or be a Clinical Trainee.

viii. All staff must be CPR/First Aid trained; and an appropriate number (i.e., 1 or more depending on size of program) CPR/First Aid trained staff shall be on duty in the office during ALL hours of operation/shifts.

ix. All staff must be trained in the use of Narcan Nasal Spray; and an appropriate number (i.e., 1 or more depending on size of program) of Narcan usage trained staff shall be on duty in the residence during ALL hours of operation/shifts.

x. Staff shall reflect the ethnic population of the community served

xi. There must be direct service staff with bilingual (e.g., Spanish) ability available. Contractor should also obtain other linguistic/translation capacity if warranted, for Mandarin and Vietnamese. This could include collaboration with the DBH Program Manager on resource identification.

c. Specific Descriptions of Staff Qualifications and Job Functions

NOTE: At DBH's request, Contractor will provide complete job descriptions for each classification provided pursuant to the terms of this agreement.

i. PHYSICIAN/CLINICIAN/PROFESSIONAL STAFF – Clinical services and supervision of the program shall be the responsibility of a licensed clinical professional: Licensed

Psychologist (Ph.D.), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC) or Marriage and Family Therapist (MFT), who possess experience developing behavioral treatment plans for and working with emotionally and behaviorally disturbed children, as well as their families/care providers. Mental Health Services may include a variety of assessment, evaluation, collateral, and therapy activities, which support the child's residential placement, or transition to the least restrictive level of community care, and may be provided by a pre-licensed psychologist, clinical social worker, and/or marriage and family therapist under the supervision of a licensed clinician.

In addition to providing therapeutic services, Clinicians are expected to fulfill one or more of the following roles:

1) ICC Coordinator – Within the Integrated Core Practices Model (ICPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the ICPM is a dynamic and interactive process that addresses the goals and objectives necessary to accomplish goals. The ICC Coordinator is responsible for working within the CFT to ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support and ensure successful and enduring change. For ease of identification purposes, the name of the ICC Coordinator for each youth is to be entered into the client record in Objective Arts.

   NOTE: This role may be one of the responsibilities of a clinical staff who has other duties as well.

2) Child and Family Team Meeting Facilitator – Together with the client's family and their natural team members, the Facilitator serves as the hub of the process and collaboratively orchestrates the development of the Individualized Child and Family Plans. It is preferred that each Facilitator hold a Master's Degree in a field related to mental health services (e.g., Social Work, Family Therapy, and Psychology); but at a minimum, a Bachelor's Degree in the same field is required. The Facilitator must attend the DBH training on CFT Meetings prior to facilitating CFT meetings.

3) Family Clinician – The Family Clinician's role is to help the family maintain or develop stability. The Family Clinician may also assist a new client and his/her family to stabilize during times of family upheaval and/or to achieve mutually established safety goals.

4) TBS Clinician/Supervisor – Clinical services and supervision of TBS shall be the responsibility of a licensed clinical professional: Psychologist (Ph.D. or Psy.D.), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC) or Marriage and Family Therapist (MFT), who possesses experience developing behavioral treatment plans for and working with emotionally and behaviorally disturbed children and youth and their families/care providers. This individual will oversee the Initial Treatment Planning meeting to develop the TBS treatment plan and provide ongoing therapeutic supervision of

services. The TBS Supervisor will complete the treatment plan with the assistance of the TBS coach. Both the clinician (TBS Supervisor) and the coach are involved in the monthly meetings. The TBS Supervisor will meet weekly with TBS coach to provide supervision. The TBS Supervisor cannot be the same as the Specialty Mental Health Provider (SMHP).

ii. MENTAL HEALTH REHABILITATION SPECIALIST – Mental Health Rehabilitation Specialists provide non-therapy mental health services, which may, if qualified, be billed for EPSDT Medi-Cal. The minimum requirements for this position are one of the following: (1) Thirty semester (45 quarter) units of completed college coursework in behavioral or social science; (2) Sixty semester (90 quarter units) of completed college coursework, which includes fifteen (15) semester or twenty-three (23) quarter units in behavioral science; or one (1) year of experience providing direct mental health services under supervision of a licensed clinician.

NOTE: A Bachelor's degree in Behavioral or Social Science may be listed in lieu of detailed coursework. Psychiatric Technician (Psych. Tech.) courses and Alcohol and Drug Certificate courses that are completed as components of a vocational program are acceptable

iii. FAMILY OR PARENT PARTNER – This position is defined as a parent who is hired as staff, has personal experience with a special needs youth, and can provide support. Parent Partners must have personal parenting experience with an emotionally or behaviorally-disturbed child.

This staff member's role is to provide support and education to the client family and may conduct the following billable services:

1) Case Management: Linkage and Consultation
2) Mental Health Services: Rehabilitation/Activities of Daily Living (ADL)

iv. HEAD OF SERVICE (HOS) – A HOS must be employed full-time by the agency, working at least 40 hours per week. For agencies with multiple STRTP sites, an approved DHCS Flexibility Agreement is necessary to share an HOS between sites. The Flex-Approved HOS is required to divide their time equally among all sites, up to forty (40) hours per week according to the flexibility agreement. If an agency with multiple sites does not have an approved Flexibility Agreement, they must have an HOS for each site, employed for forty (40) hours per week

1) Head of Service (HOS) – Licensed – Under general direction, this individual supervises the operation and staff of a clinic. A HOS must be licensed in California as a Marriage and Family Therapist (LMFT), a Clinical Social Worker (LCSW), a Professional Clinical Counselor (LPCC) or a psychologist. The HOS will oversee and implement the overall mental health treatment program. Responsibilities include supervision of Clinical Therapists and support staff, coordinating clinic and billing operations, completing clinic reports and providing comprehensive psychotherapeutic treatment services for higher needs clients. The HOS also ensures treatment adheres to the ChRIS program contract, monitors documentation, prepares for audits, oversees data collection, and other outcomes.

2) Head of Service (HOS) – Unlicensed – The agency's HOS shall be a Master's or Doctoral Level clinician with registered/waivered status. In the instance where an agency is unable to employ a licensed clinician (e.g., LCSW, PhD, PsyD, LMFT, LPCC), as HOS, the Agency is required to employ a Licensed Clinical Supervisor eligible for Board of Behavioral Sciences (BBS) and Board of Psychology supervision, who is available and onsite for a minimum of four (4) hours weekly for unlicensed HOS monitoring and guidance. A Clinical Trainee may not serve as an Unlicensed HOS. For agencies operating outside of San Bernardino County (County), the agency may be permitted to utilize the Head of Service (HOS) arrangement as established and approved by the county of jurisdiction within which the STRTP is located. Agencies located outside of the County but only contracted with the County for SMHS shall adhere to this standard.

v. LICENSED CLINICAL SUPERVISOR – This role entails supervising clinic operations and personnel. The individual must be licensed in California as an LMFT, LCSW, LPCC, or Licensed Psychologist. Duties encompass supervising Clinical Therapists and staff, orchestrating clinical functions, advising therapists on treatment matters, evaluating treatment plans and therapeutic practices, ensuring adherence to licensure limitations, offering in-depth psychotherapeutic services to severely disturbed clients, performing diagnostic assessments, and creating and executing treatment protocols within their licensing boundaries. The Licensed Clinical Supervisor shall provide at least four (4) hours of on-site monitoring and guidance weekly at each site that utilizes an unlicensed HOS.

vi. PSYCHIATRIST – This individual must be a licensed physician who has a psychiatric specialty to diagnose or treat mental illness or condition (unless waived in writing by the Director or designee prior to delivery of services). For the purposes of this program, psychiatric services may only be provided by physicians who practice individually or as a member of a group psychiatric practice.

vii. COACHES – Coaching staff are appropriate for this program due to the inclusion of TBS and IHBS services. The Coach must possess a bachelor's degree in behavioral sciences field or thirty (30) to forty-five (45) quarter units of completed college coursework, half of which must be upper division in behavioral science and at least two (2) years of experience working with youth-at-risk and/or dually-diagnosed children and youth in residential, community, or school settings. Completion of certification in First Aid and CPR are expected within three (3) months of starting employment. Knowledge in behavioral management techniques and implementation of behavioral treatment plans is desired. Staff providing IHBS must have training in behavioral analysis with an emphasis on positive behavioral interventions. All Coaches must successfully complete a TBS training program and must provide a California Driver's License (CDL), provide a CDL Department of Motor Vehicles printout, have access to a vehicle, and obtain Department of Justice fingerprint clearance. An IHBS Coach must be available at the designated site of service to:

1) Provide structure and support.

2) Assist the child/youth in engaging in appropriate activities.

3) Minimize impulsivity.

4) Increase social and community competencies by building or reinstating those daily living skills that will assist the child/youth to live successfully in the community.

5) Serve as a positive role model and assist the child/youth in developing the ability to sustain self-directed appropriate behaviors, internalize a sense of social responsibility, and/or enable appropriate participation in community activities.

6) Be available to participate in weekly/monthly treatment plan meetings and conference calls requiring input and feedback regarding the progress of the intervention and continued client needs.

viii. VOLUNTEERS – Unpaid, unlicensed staff which provide informal supports. All Volunteers must still comply with the County's HIPAA training before rendering any services.

d. Additional Roles Required for Staff

The ChRIS Contractor is responsible for ensuring all staff are provided sufficient support to maximize their utilization of various data systems which will be utilized during their contract term. Currently, this includes utilization of Objective Arts, the CANS - SB tracking and reporting system and transactional database system, and the local billing system. The expectation is that Contractor will have a sufficient number of staff fully trained in these systems and functioning as subject matter experts (SME) so that they are able to support other staff as needed. Contractor is also responsible for assigning staff as points of contact for other consumer designated programs. This responsibility may be assigned to any appropriate staff in any position, but the Contractor must clarify how this requirement will be met and maintained for the duration of the Contract. The roles to be assigned to agency staff are:

i. Objective Arts Super User (SME)
ii. CANS Super User
iii. myAvatar Super User
iv. FTP Users (2)
v. Head of Service/Clinical Point of Contact
vi. Katie A. Liaison
vii. Fiscal Point of Contact
viii. Compliance Point of Contact

4. LICENSURE, CERTIFICATION, AND CLEARANCE REQUIREMENTS

a. Personnel will possess appropriate licenses and certificates to be qualified in accordance with applicable statutes and regulations. Additionally, all copies of licenses and waivers will be provided to the DBH Program Manager or designee (e.g., for contract monitoring) regularly to ensure they remain current.

b. Contractor will obtain, maintain, and comply with all required government authorizations, permits, and licenses required to conduct its operations. In addition, Contractor will comply with all applicable Federal, State, and local laws, rules, regulations, and orders in its operations. This includes compliance with all applicable safety and health requirements as to the Contractor's employees. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

c. Contractor will obtain a DOJ clearance for personnel working with children/youth in the program. Refer to Article V. CONTRACT REQUIREMENTS, Section A. General, Paragraph 24. Department of Justice Clearance for additional information.

d. Contractor will keep a CDL DMV printout of each employee's Driver's Record on file that is updated annually.

e. Contractor must comply with the System for Award Management (SAM) rules and regulations. Refer to Article V. CONTRACT REQUIREMENTS, Section A. General, Paragraph 25. System for Award Management (SAM) for additional information.

5. RESUME REQUIREMENTS

All staff with the title of administrator, Head of Service, and/or Clinical Director shall submit an updated and complete resume to DBH-CYCS.

6. PROFESSIONAL DEVELOPMENT AND TRAINING REQUIREMENTS

a. Contractor will provide education and training to staff and make staff available to attend required trainings and workgroups related to DBH policies, procedures, documentation, and outcome management. This includes, but is not limited to, the following events conducted by CYCS:

i. CANS Supervisor Training
ii. CANS Supervisor Workgroup

b. Contractor clinical staff that will be working with DBH consumers will register for required DBH Clinical Trainings within 7 days of hire. These trainings include, but are not limited to, the following trainings:

i. Praed Foundation Online – Must pass final review online.
ii. TCOM Post-Certification Training
iii. Chart Documentation Training
iv. CFTM Training

c. To ensure all staff have the skills needed for their position the Contractor will provide education and training to staff and make staff available to attend trainings related to the clinical services provided. This will include, but not be limited to, the following topics:

i. ICPM values, principles, philosophies, and necessary skill-development
ii. Child and Family Team Meeting facilitation
iii. Risk assessment
iv. Clinical trainings targeting increasing cultural competencies. DBH has the expectation that all clinical staff will attend at least four (4) hours of this type of training each year
v. Trauma-informed care
vi. Child and Adolescent Needs and Strengths (CANS)

d. Contractor shall provide additional trainings to aid in the provision of Specialty Mental Health Services to the youth in their care including trainings on:

i. Services to culturally diverse children and their families
ii. Trauma-informed care
iii. Clinically appropriate interventions for specific sub-populations

iv. Ongoing training and in-service for staff regarding behavioral techniques

7. PERFORMANCE AND COMPLIANCE WITH CONTRACT REQUIREMENTS

Contractor may be subject to Probationary Status at any time during Contract term. DBH CYCS Administration will make this determination in the event the Contractor has difficulty providing services or otherwise complying with the terms and conditions of this contract, or efforts to provide technical assistance have failed. These actions may include one or more of the following:

a. Notice of Deficiency provided to the Contractor
b. Development of Corrective Action Plan to be monitored by DBH CYCS
c. Contract termination

Contractor will have the opportunity to develop and successfully implement a Corrective Action Plan until and if the decision has been made to remove children/youth from the facility or contract is terminated.

V. CONTRACT REQUIREMENTS

A. General

The selected Proposer(s) may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFQ response to the County or the objections will be deemed to have been waived.

Please note that the final contract may contain additional terms and conditions not listed herein.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

2. Contractor Primary Contact

a. Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor shall notify DBH when the primary contact will be unavailable/out of the office for one (1) or more workdays and will also designate a back-up point of contact in the event the primary contact is not available. Contractor or designee must respond to DBH inquiries within two (2) business days.

b. Contractor shall provide DBH with contact information, specifically, name, phone number and e-mail address of Contractor's staff member who is responsible for the following processes: Business regarding administrative issues, Technical regarding data issues, Clinical regarding program issues; and Facility.

3. Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial

hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

4. Change of Address

   Contractor must obtain prior approval before the STRTP can be moved to a new address at any time during the contract period.

   Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

5. Choice of Law

   This Contract shall be governed by and construed according to the laws of the State of California.

6. Compliance with County Policy

   In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all additions and modifications to each of subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

   County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

7. Contract Assignability

   Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

8. Contract Amendments

   Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

9. Contract Exclusivity

   This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

10. Copyright

    County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Department of Behavioral Health as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with and approved by the County prior to publication. Contractor shall receive written permission from DBH prior to publication of said training materials.

11. Ownership of Documents

    All documents, data, products, graphics, computer programs and reports prepared by Contractor or subcontractor pursuant to the Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to DBH at the completion of work under the Agreement. Unless otherwise directed by DBH, Contractor may retain copies of such items.

12. Equipment and Other Property

    All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with funds received under the terms of the Agreement which has a life expectancy of one (1) year or more shall be the property of DBH, unless mandated otherwise by the Funding Source. Additional provisions related to the purchase of furniture, equipment and assets with funds received under this Agreement shall be included in the final contract. The disposition of equipment or property of any kind shall be determined by DBH when the Agreement is terminated.

13. Attorney Costs & Fees

    If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V Part B-1 Indemnification.

14. Conflict of Interest

    Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

15. Grievance and Complaint Procedures

    Contractor shall ensure that staff are knowledgeable of and compliant with the San Bernardino County Beneficiary Grievance and Appeals Procedures and ensure that any complaints by recipients are referred to DBH in accordance with the procedure.

16. Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall comply with the attached Business Associate Agreement (*Attachment L*). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to Contract.

17. DBH Research Policy

    Independent research involving clients shall not be conducted without the prior written approval of the Director of DBH. Any approved research must follow the guidelines in the DBH Research Policy.

18. Data Collection and Performance Outcome Requirements

    Contractor shall comply with all local, State and Federal regulations regarding local, State and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State and/or DBH. For Mental Health Services Act (MHSA)/Behavioral Health Services Act (BHSA) programs, Contractor agrees to meet the goals and intention of the program as indicated in the related MHSA/BHSA Component Plan and most recent update.

    Contractor shall comply with all requests regarding local, State and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement processes as requested.

19. Contract Payments

    a. Contractor is required to become Medi-Cal certified in order to provide and be paid for services provided to Medi-Cal clients. Contractors may access certification procedures by referring to:

       https://wp.sbcounty.gov/wp-content/uploads/sites/121/2022/07/220722%20QM6002-1%20MediCal%20Site%20Certification%20Procedure_Final.pdf.

    b. During the term of the Contract, the County shall pay Contractor for eligible services provided under the Contract and in accordance with the terms. County payments to Contractor for performance of eligible services hereunder are provisional until the completion of all settlement activities.

    c. County's adjustments to provisional payments to Contractor will be based upon State adjudication of Medi-Cal claims, contractual limitations of this Contract, application of various County, State and/or Federal reimbursement limitations, application of any County, State and/or Federal policies, procedures and regulations and/or County, State or Federal audits, all of which take precedence over monthly claim reimbursement. State adjudication of Medi-Cal claims, and related payments, are subject to future County, State and/or Federal audits and adjustments.

    d. All services claimed to DBH must be specifically related to the Contract. After DBH's review and approval of the billing or invoice, County shall pay Contractor, subject to the limitations and conditions specified in this Contract, in accordance with the following:

       i. The County will pay Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments.

       ii. Payment for specialty mental health services claimed and billed through the DBH treatment claims processing information system will be at posted rates.

iii. It is the responsibility of Contractor to access myAvatar reports and make any necessary corrections to the denied Medi-Cal services and notify the County. The County will resubmit the corrected services to DHCS for adjudication.

iv. In the event that the denied claims cannot be corrected, and therefore DHCS will not adjudicate and approve the denied claims, Contractor is required to follow DBH's Overpayment Policy COM0954, which has been provided or will be provided to Contractor at its request.

e. Contractor shall bill the County monthly in arrears for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Contractor shall submit the organizations' Profit and Loss Statement with each monthly claim. Each claim shall reflect any and all payments made to Contractor by, or on behalf of patients. Claims for payment shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum annually allocated amount.

f. Monthly payments for Short-Doyle Medi-Cal (SD/MC) billable mode of services, mode 5, 10 and/or 15, will be based on actual units of service reported on Charge Data Invoices claimed to the State in accordance to the rates in the DBH claiming system.

g. Contractor shall report to the County within sixty (60) calendar days when it has identified payments in excess of amounts specified for payment of Medicaid services [42 C.F.R. § 438.608(c)(3)].

h. All approved rates, including new fiscal year rates and mid-year rate changes, will only be effective upon Fiscal Designee approval.

i. Contractor shall maximize the Federal Financial Participation reimbursement by claiming all possible SD/MC Medi-Cal services and correcting denied services for resubmission, if applicable.

j. Contractor shall input Charge Data Invoices (CDI's) or equivalent into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's Medi-Cal based services. Contractor will be paid based on Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services cannot be billed by the County to the State until they are input into the County's billing and transactional database system.

k. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

l. When applicable, Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act [42 U.S.C. 1396(a) (68)], set forth in that subsection and as the Federal Secretary of the United States Department of Health and Human Services may specify.

m. Contractor agrees that no part of any Federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/.

n. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

o. Prohibited Payments

   i. County shall make no payment to Contractor other than payment for services covered under this Contract.

   ii. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

   iii. In accordance with Section 1903(i) of the Social Security Act, County is prohibited from paying for an item or service:

      1) Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.

      2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

      3) Furnished by an individual or entity to whom the County has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the County determines there is good cause not to suspend such payments.

      4) With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

p. If DHCS or the County determines there is a credible allegation of fraud, waste or abuse against government funds, the County shall suspend payments to the Contractor.

Fee-For-Service (FFS) Provision:

q. Monthly payments for SD/MC billable mode of services, mode 5, 10 and/or 15, will be based on actual units of service reported on Charge Data Invoices claimed to and reimbursed by the State, and services deemed by the State to be DBH responsibility at the rates specified on the referenced agreed upon (FFS) reimbursement rates of this agreement, and non-billable mode of service, mode 45 and 60, will be based on cost reimbursement, provided that the total of all payments to

Contractor [and all other contract providers if applicable for an aggregate] shall not exceed Contracted amount or County's Maximum Obligation.

r. The Parties acknowledge that each party is solely responsible for any tax obligations it may incur as a result of the payment or receipt of the Settlement Amount, as applicable.

s. The FFS rates are established by DBH for San Bernardino County. DBH will take into consideration requests for changes to Contract funding as applicable and appropriate. All requests for changes must be submitted in writing by Contractor to the DBH Deputy Director of Youth Collaborative and Justice Involved Services (YCJIS), or designee. Any modification must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract.

t. Contractor may contact DBH Quality Management directly with questions pertaining to appropriate and compliant documentation via telephone at (909) 386-8227, or via email at DBH-QualityManagementDivision@dbh.sbcounty.gov so that DBH QM may respond or direct questions to a designee for response

20. Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

21. Licenses, Permits, and/or Certifications

a. Contractor shall ensure that it has all necessary licenses, permits, and/or certifications required by Federal, State and County laws, regulations and requirements, and agrees to maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain a required license, permit, and/or certification may result in immediate termination of this Contract.

b. Contractor shall be knowledgeable of and compliant with State law and DBH policy/procedure regarding Medi-Cal Certification and ensure that the head of service is a licensed mental health professional or other appropriate individual.

c. Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers must work within their scope of practice and may not render and/or claim services without a valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable staff to notify Contractor of a change in licensure/certification/waiver status, and Contractor is responsible for notifying DBH of such change.

22. Health and Safety

Contractor shall comply with all applicable State and local health and safety requirements and clearances for each site where program services are provided under the terms of the Contract.

a. Any space owned, leased or operated by the Contractor and used for services or staff must meet local fire codes.

b. The physical plant of any site owned, leased or operated by the Contractor and used for services or staff is clean, sanitary and in good repair.

c. Contractor shall establish and implement maintenance policies for any site owned, leased or operated that is used for services or staff to ensure the safety and well-being of beneficiaries and staff.

23. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that Contractor and Contractor's employees, while performing service for the County, on County property, or while using County equipment:

a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

c. Shall not sell, offer, or provide alcohol or a drug to another person. This shall not be applicable to Contractor or Contractor's employees who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

d. Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

e. The County may terminate for default or breach of this Contract and any other contract Contractor has with County, if Contractor or Contractor's employees are determined by the County not to be in compliance with above.

24. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

25. System for Award Management (SAM)

Contractor shall review the organization and all its employees, subcontractors, agents, physicians and persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor for eligibility against the United States General Services Administration's System for Award Management (SAM) and the OIG's List of Excluded Individuals/Entities (LEIE) respectively to ensure that Ineligible Persons are not employed or retained to provide services related to the Contract. Contractor shall conduct these reviews before hire or contract start date and then no less than once a month thereafter.

- SAM can be accessed at https://www.sam.gov/SAM/
- LEIE can be accessed at http://oig.hhs.gov/exclusions/index.asp

a. If Contractor receives Medi-Cal funding, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the DHCS S&I List to ensure that Ineligible Persons are not employed or retained to provide services related to the

Contract. Contractor shall conduct this review before hire or contract start date and then no less than once a month thereafter.

b. Selected Contractors shall certify that no staff member, officer, director, partner, or principal, or sub-contractor is "excluded" or "suspended" from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (*Attachment N*) at time of the initial Contract execution and annually thereafter.

c. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.

d. Contractor shall have a policy regarding the employment of sanctioned or excluded employees that includes the requirement for employees to notify the Contractor should the employee become sanctioned or excluded by the Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.

e. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.

f. Contractor shall submit a statement of disclosure of ownership, control and relationship information regarding its providers, managing employees, including agents and managing agents as required in Title 42 of the Code of Federal Regulations, Sections 455.104 and 455.105 for those having five percent (5%) or more ownership or control interest. This statement relates to the provision of information about provider business transactions and provider ownership and control and must be completed prior to entering into a contract, during certification or re-certification of the provider; within thirty-five (35) days after any change in ownership; annually; and/or upon request of the County.

g. Contractor shall confirm the identity of its providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee by developing and implementing a process to conduct a review of applicable federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436. In addition to any background check or Department of Justice clearance, the Contractor shall review and verify the following databases:

    1. Social Security Administration's Death Master File to ensure new and current providers are not listed. Contractor shall conduct the review prior to hire and upon contract renewal (for contractor employees not hired at the time of contract commencement).

    2. National Plan and Provider Enumeration System (NPPES) to ensure the provider has a National Provider Identifier (NPI) number, confirm the NPI number belongs to the provider, verify the accuracy of the providers' information and confirm the taxonomy code selected is correct for the discipline of the provider.

    3. List of Excluded Individuals/Entities and General Services Administration's System for Award Management (SAM), the Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and DHCS Suspended and Ineligible Provider (S&I) List (if Medi-Cal funding is received under this Contract), to ensure providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee are not excluded,

suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs. See the Licensing, Certification and Accreditation section of this Contract for further information on Excluded and Ineligible Person checks.

26. Trafficking Victims Protection Act of 2000

In accordance with the Trafficking Victims Protection Act (TVPA) of 2000, the Contractor certifies that at the time the Contract is signed, the Contractor will remain in compliance with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For access to the full text of the award term, go to: http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives.

The TVPA strictly prohibits any Contractor or Contractor employee from:

a. Engaging in severe forms of trafficking in persons during the duration of the Contract;

b. Procuring a commercial sex act during the duration of the Contract; and

c. Using forced labor in the performance of the Contract.

Any violation of the TVPA may result in payment withholding and/or a unilateral termination of this Contract without penalty in accordance with 2 CFR Part 175. The TVPA applies to Contractor and Contractor's employees and/or agents.

27. Privacy and Security

a. Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009. Regulations have been promulgated governing the privacy and security of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).

1) In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires Contractor to adhere to the protection of personally identifiable information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.

2) Contractor shall comply with the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI; implementing and providing a copy to DBH of reasonable and appropriate written policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI; conducting privacy and security awareness and training at least annually and retain training records for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later, and limiting access to those persons who have a business need.

3) Contractor shall comply with the data security requirements set forth by the County as referenced in *Attachment O*.

b. Reporting of Improper Access, Use or Disclosure or Breach

Contractor shall report to DBH Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than one (1) business day upon the discovery of a potential breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of the potential breach, the Contractor shall complete the following actions:

1) Provide DBH Office of Compliance with the following information to include but not limited to:
    a) Date the potential breach occurred;
    b) Date the potential breach was discovered;
    c) Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
    d) Number of potentially affected patients/clients; and
    e) Description of how the potential breach allegedly occurred.
2) Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.
3) Provide completed risk assessment and investigation documentation to DBH Office of Compliance within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred, including the following information:
    a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
    b) The unauthorized person who used PHI or to whom it was made;
    c) Whether the PHI was actually acquired or viewed; and
    d) The extent to which the risk to PHI has been mitigated.
4) Contractor is responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. Contractor must provide the client notification letter to DBH for review and approval prior to sending to the affected client(s).
5) Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

28. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

29. Air, Water Pollution Control, and Energy Conservation

    Contractor shall comply with all air pollution control, water pollution, and energy conservation standards, policies, and regulations which apply to the work performed pursuant to the Contract.

30. Americans with Disabilities Act/Individuals with Disabilities

    Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable DBH Program Manager if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

31. Sexual Harassment

    Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

32. Contractor shall not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6(d)(3).

33. Contractor shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability [42 C.F.R. § 438.3(d)(4)].

34. Access by Public Transportation

    Contractor shall ensure that services provided are accessible by public transportation, *(if appropriate).*

35. Accessibility/Availability of Services

    Contractor shall ensure that services provided are available and accessible to beneficiaries in a timely manner including those with limited English proficiency or physical or mental disabilities. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities [(42 C.F.R. § 438.206(b)(1) and (c)(3)].

36. Notification Regarding Performance

    In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, Contractor shall provide notification within one (1) working day, in writing and by telephone to DBH.

37. Duration of Terms

    This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

38. Termination for Convenience

    The County for its convenience may terminate the Contract in whole or in part upon thirty (30) calendar days written notice. If such termination is effected, an equitable adjustment in the price provided for in the Contract shall be made. Such adjustment shall provide for payment to Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of

termination notice, Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, financial records and reports.

39. Venue

The venue of any action or claim brought by any party to the Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

40. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

41. Material Misstatement/Misrepresentation

If in the course of the RFQ process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFQ process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

42. Cultural Competency

The State mandates counties to develop and implement a Cultural Competency Plan (CCP). This Plan applies to all DBH Services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies are included in the implementation process of the most recent State approved CCP for San Bernardino County and shall adhere to all cultural competency standards and requirements. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent and equitable manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. In addition, contract agencies will maintain a copy of the current DBH CCP.

Cultural and Linguistic Competency

Cultural competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among client providers and professionals that enables that system, agency, or those professionals and client providers to work effectively in cross-cultural situations.

a. To ensure equal access to quality care for diverse populations, Contractor shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.

b. Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective mental health and substance use disorder treatment services.

c. Upon request, Contractor shall, provide DBH with culture-specific service options available to be provided by Contractor.

d. Contractor shall have the capacity or ability to provide interpretation and translation services in threshold and prevalent non-English languages, free of charge to beneficiaries. Upon request, Contractor will provide DBH with language service options available to be provided by Contractor. Including procedures to determine competency level for multilingual/bilingual personnel.

e. Contractor shall provide cultural competency training to personnel.

   NOTE: Contractor staff is required to complete cultural competency trainings. Staff who do not have direct contact providing services to clients shall complete a minimum of two (2) hours of cultural competency training, and direct service staff shall complete a minimum of four (4) hours of cultural competency training each calendar year. Contractor shall upon request from the County, provide information and/or reports as to whether its provider staff completed cultural competency training.

f. DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing mental health and substance use disorder treatment services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect high quality of care and is not cost-effective.

g. To assist the Contractor's efforts towards cultural and linguistic competency, DBH shall provide the following:

   1) Technical assistance to the Contractor regarding cultural competency implementation.

      a) Monitoring activities administered by DBH may require Contractor to demonstrate documented capacity to offer services in threshold languages or contracted interpretation and translation services.

      b) Procedures must be in place to determine multilingual and competency level(s).

   2) Demographic information to the Contractor on service area for service(s) planning.

   3) Cultural competency training for DBH and Contractor personnel, when available.

   4) Interpreter training for DBH and Contractor personnel, when available.

   5) Technical assistance for the Contractor in translating mental health and substance use disorder treatment services information to DBH's threshold language (Spanish). Technical assistance will consist of final review and field testing of all translated materials as needed.

6) The Office of Cultural Competence and Ethnic Services (OCCES) may be contacted for technical assistance and training offerings at cultural_competency@dbh.sbcounty.gov or by phone at (909) 386-8223.

43. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

44. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with the County may be made or used without prior written approval of DBH.

45. Reserved

46. Disaster Response

The County may require the Potential Proposer selected to participate in a Disaster Response.

Contractor shall ensure that, within three months from the Contract effective date, at least twenty-five percent (25%) of Contractor's permanent direct service staff participates in a disaster response orientation and training provided by the County or County's designee.

47. 2-1-1 Registration

The County may require the Potential Proposer selected to register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of Contract effective date.

48. Damage to County Property, Facilities, Buildings, or Grounds (if applicable)

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall notify DBH within two (2) business days when such damage has occurred. All repairs or replacements must be approved by the County in writing, prior to the Contractor's commencement of repairs or replacement of reported damaged items. Such repairs shall be made as soon as possible after Contractor receives written approval from DBH but no later than thirty (30) days after the DBH approval.

If the Contractor fails to make timely repairs to County vehicles, facilities, buildings, or grounds caused by the willful or negligent act of Contractor or employees or agents of the Contractor, the County may make any necessary repairs. The Contractor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

49. Damage to County Issued/Loaned Equipment (If Applicable)

a. Contractor shall repair, at its own cost, all damage to County equipment issued/loaned to Contractor for use in performance of this Contract. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

b. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

c. If a virtual private network (VPN) token is lost or damaged, Contractor must contact DBH immediately and provide the user name assigned to the VPN Token. DBH will obtain a replacement token and assign it to the user account. Contractor will be responsible for the VPN token replacement fee.

50. Travel

Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this Agreement and for which reimbursement is sought from the County. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

51. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

52. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

53. Telehealth

Contractor shall utilize telehealth, when deemed appropriate, as a mode of delivering behavioral health services in accordance with all applicable state and federal requirements, DBH's Telehealth Policy (MDS2027) and Procedure (MDS2027-1), as well as DHCS Telehealth Policy, CMS Telehealth/Telemedicine Standards, and those related to privacy/security, efficiency, and standards of care.

DBH may at any time require documentation and/or other cooperation by Contractor to allow adequate monitoring of Contractor's adherence to telehealth practices.

54. If applicable, Contractors that provide day treatment intensive or day rehabilitation shall have a written description of the day treatment intensive and/or day rehabilitation program that complies with the requirements.

B. Indemnification and Insurance Requirements

1. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all

claims, actions, losses, damages, and/or liability arising out of the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured

   All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights

   Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

4. Policies Primary and Non-Contributory

   All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

5. Severability of Interests

   Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage

   Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the contract is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

7. Acceptability of Insurance Carrier

   Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

8. Deductibles and Self-Insured Retention

   Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage

   In the event that any policy of insurance required under the Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. Insurance Review

    Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

    Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

    Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. Insurance Specifications

    Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

    Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

    a. Workers' Compensation/Employers Liability

       A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under the Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

b. Commercial/General Liability Insurance

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

1) Premises operations and mobile equipment.
2) Products and completed operations.
3) Broad form property damage (including completed operations).
4) Explosion, collapse and underground hazards.
5) Personal Injury.
6) Contractual liability.
7) $2,000,000 general aggregate limit.

c. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than one million dollars ($1,000,000) for each occurrence or event with an annual aggregate of two million dollars ($2,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response costs as well as regulatory fines and penalties.

12. Professional Services Requirements

a. Professional Liability Insurance with limits of not less than one million dollars ($1,000,000) per claim or occurrence and two million dollars ($2,000,000) aggregate.

or

Errors and Omissions Liability Insurance with limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

or

Directors and Officers Insurance coverage with limits of not less than one million dollars ($1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

b. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

c. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The "claims made" insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

C. Right to Monitor and Audit Performance and Records

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, patient records, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by DBH, the State of California or any subdivision or appointee thereof, Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized Federal and State agencies. This audit right will exist for at least ten (10) years from the final date of the contract period or in the event the Contractor has been notified that an audit or investigation of this Contract has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies. Records and documents include but are not limited to all physical and electronic records.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the Agreement and comply with any and all reporting requirements established by the County. Should the County identify an issue or receive notification of a complaint or potential/actual/suspected violation of

requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.

Contractor expressly acknowledges and will comply with all audit requirements contained in the Contract documents. These requirements include, but are not limited to, the agreement that the County or its designated representative shall have the right to audit, to review, and to copy any records and supporting documentation pertaining to the performance of this Agreement.

2. Availability of Records

Contractor and subcontractors shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records, and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

Contractor shall maintain client and community service records in compliance with all regulations set forth by local, State and Federal requirements, laws and regulations, and provide access to clinical records by DBH staff.

Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.

Contractor shall submit audited financial reports on an annual basis to DBH. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event the Contract is terminated, ends its designated term or the Contractor ceases operation of its business, Contractor shall deliver or make available to DBH all financial records that may have been accumulated by Contractor or Subcontractor under the Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

3. Assistance by Contractor

   Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Single Audit Requirement

   Pursuant to CFR, Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Contractors expending the threshold amount or more in Federal funds within the Contractor's fiscal year must have a single or program-specific audit performed in accordance with Subpart F, Audit Requirements. The audit shall comply with the following requirements:

   a. The audit shall be performed by a licensed Certified Public Accountant (CPA).

   b. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.

   c. At the completion of the audit, the Contractor must prepare, in a separate document from the auditor's findings, a corrective action plan to address each audit finding included in the auditor's report(s). The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If Contractor does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

   d. Contractor is responsible for follow-up on all audit findings. As part of this responsibility, the Contractor must prepare a summary schedule of prior audit findings. The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.

   e. Contractor must electronically submit within thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months following the end of the Contractor's fiscal year, to the Federal Audit Clearinghouse (FAC) the Data Collection Form SF-SAC (available on the FAC Web site) and the reporting package which must include the following:

      1) Financial statements and schedule of expenditures of Federal awards
      2) Summary schedule of prior audit findings
      3) Auditor's report(s)
      4) Corrective action plan

      Contractor must keep one copy of the data collection form and one copy of the reporting package described above on file for ten (10) years from the date of submission to the FAC or from the date of completion of any audit, whichever is later.

   f. The cost of the audit made in accordance with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be charged to applicable Federal awards. However, the following audit costs are unallowable:

      1) Any costs when audits required by the Single Audit Act that have not been conducted or have been conducted but not in accordance with the Single Audit requirement.

2) Any costs of auditing that is exempted from having an audit conducted under the Single Audit Act and Subpart F – Audit Requirements because its expenditures under Federal awards are less than the threshold amount during the Contractor's fiscal year.

Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.

The costs of a financial statement audit of Contractor's that do not have a Federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost Proposal.

g. Contractor must prepare appropriate financial statements, including Schedule of Expenditures for Federal Awards (SEFA).

h. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the final audit report, and longer if the independent auditor is notified in writing by the County to extend the retention period.

i. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Proposer agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

During the term of the Contract, Proposer shall not discriminate against any employee, applicant for employment, or service recipient on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, political affiliation or military and veteran status.

B. Civil Rights Compliance

1. Proposer shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, Proposer shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. Proposer shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. Proposer shall include the nondiscrimination and compliance provisions of the Contract in all subcontracts to perform work under the Contract. Notwithstanding other provisions of

this section, Proposer may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary

2. Contractor shall prohibit discrimination on the basis of race, color, national origin, sex, gender identity, age, disability, or limited English proficiency (LEP) in accordance with Section 1557 of the Affordable Care Act (ACA), appropriate notices, publications, and DBH Non-Discrimination-Section 1557 of the Affordable Care Act Policy (COM0953).

C. Policy Prohibiting Discrimination, Harassment, and Retaliation

1. Contractor shall adhere to the County's Policy Prohibiting Discrimination, Harassment and Retaliation (07-01). This policy prohibits discrimination, harassment, and retaliation by all persons involved in or related to the County's business operations.

   The County prohibits discrimination, harassment, and/or retaliation on the basis Race, Religion, Color, National Origin, Ancestry, Disability, Sex/Gender, Gender Identity/Gender Expression/Sex Stereotype/Transgender, Sexual Orientation, Age, Military and Veteran Status. These classes and/or categories are Covered Classes covered under this policy; more information is available at www.dfeh.ca.gov/employment.

   The County prohibits discrimination against any employee, job applicant, unpaid intern in hiring, promotions, assignments, termination, or any other term, condition, or privilege of employment on the basis of a Protected Class. The County prohibits verbal harassment, physical harassment, visual harassment, and sexual harassment directed to a Protected Class.

2. Contractor shall comply with 45 C.F.R. § 160.316 to refrain from intimidation or retaliation. Contractors may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual or other person for:

   a) Filing of a complaint.

   b) Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing.

   c) Opposing any unlawful act of practice, provided the individual or person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a disclosure of protected health information.

VII. EMPLOYMENT OF FORMER COUNTY OFFICIALS

Proposer shall provide information on former San Bernardino County administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the RFQ being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFQ.

The County, by written notice, may immediately reject any Proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the Proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative agency. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the agency or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the agency's business, or whether the agency, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the agency or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the agency or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the agency or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the agency's offices or locations.

X. SUBCONTRACTOR STATUS

Psychiatric services, for the purpose of Medication Support, is the only service that is allowed to be performed by a subcontractor under the ChRIS contract.

Any subcontracting agency must be disclosed in writing during the contract approval process to DBH, as well as disclosed via Disclosure of Subcontractor Agreement(s) (**Attachment F**) at contract approval/signing.

If Contractor intends to subcontract for Psychiatric services for which it is "proposing" to an individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor, the Contractor **must** submit a written Memorandum of Understanding (MOU) with that agency or agencies with **original signatures** to DBH (or through ePro if electronically submitted) as part of the Proposal. Refer to Article XI. PROPOSAL SUBMISSION, Section C. Proposal Format, Paragraph 7. Subcontractor Information for more details.

For any subcontractor, Contractor shall:

- Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- Include in the subcontractor's subcontract substantially similar terms as are provided in Section IV.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.
(***Reminder: If the Proposal or bid is submitted through ePro, the Proposer/bidder acknowledges that its electronic signature is legally binding.***)

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Proposer has read and understands this entire RFQ, to include all appendices, attachments, exhibits, schedules, and addenda (as applicable) and agrees that all requirements of this RFQ have been satisfied.
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
3. Proposals **must be complete** in all respects as required in this Section. A Proposal may not be considered if it is conditional or incomplete.
4. **Proposals for Round One (1) must be received no later than 4:00 p.m. local time on Thursday, October 8, 2026, in either format: hard copy or on-line via eProcurement.**

   Hard copy must be submitted per the instructions specified in Section 1, Paragraph G - Proposal Submission Deadline and Paragraph B below. The hard-copy submissions must be delivered to the designated location as specified in Section I, Paragraph E - Correspondence. On-line submissions must be done per the instructions in Section 1, Paragraph G - Proposal Submission Deadline.
5. All Proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. **Hard copy submissions require one original, with original signatures,** which may be bound. The **original Proposal** must be clearly marked "**Original Proposal**" or the Proposal may be rejected.

2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL – CHILDREN'S RESIDENTIAL INTENSIVE SERVICES (ChRIS) – RFQ DBH #25-99/ePro # DBHE26-ADMN-6420." Although proposers are requested to mark the package as "CONFIDENTIAL", this designation, in and of itself, does not mean that the submission will be treated as confidential. All submissions will be treated in accordance with Section III (L) of this RFQ.**

3. Hand carried Proposals may be delivered **prior to the submission deadline** to the address identified in Section I, Paragraph E-Correspondence, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

4. All Proposals submitted in paper form must be on 8 1/2" by 11" with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left, and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom of each page.

C. Proposal Format

Response to this RFQ must be in the form of a Proposal package. **An original Proposal with original signatures**, which may be bound, must be clearly marked "**Original Proposal**" or the Proposal may be rejected. The content of the Proposal must be submitted in the following sequence and format, including all attachments as necessary (See *Attachment A* for more details):

1. Cover Page:
   A letter, on letterhead, signed by duly authorized agent of agency that includes: the name of the RFQ, authorized negotiator for agency, statement of certification.

2. Proposal Submission Checklist and Table of Contents:
   Fully completed *Attachment A.*

3. ChRIS Application
   Fully completed *Attachment B.*

4. Statement of Certification, Reportable Conditions, Disclosures, and Exceptions:
   Fully completed *Attachment C, D, and E.*

5. Proposal/Narrative Description:
   The Proposal should address all items in Section IV, Paragraph C. Program Description. See also *Attachment A* for inclusions.

6. Statement of Experience:
   A statement regarding the agency's experience and individual staff experience, including previous contracts. See also *Attachment A* for inclusions.

7. Subcontractor Information:

Psychiatric services, for the purpose of Medication Support is the only service that is allowed to be performed by a subcontractor under the ChRIS contracts. If Proposer plans to subcontract this service, please complete *Attachment F* and include all MOUs with original signatures if applicable.

8. Audited Financial Statements:
   Please submit the most recent and complete audited financial statements. See *Attachment G* for additional information and use as a cover sheet for financial documents submission.

9. Insurance
   Have your agency's underwriter, agent, or broker, complete and sign *Attachment H.* Please note that you must have the required insurance in place prior to providing ChRIS services to children or youth for San Bernardino County.

10. Complaint and Grievance Procedure Statement
    A statement by Proposer that agency will follow County procedures for any complaints received from recipients.

11. Program Budgets
    Proposer must submit both Schedule A's and Schedule B's for each fiscal year and each site (if applicable). See *ChRIS CalAim Budget Schedule* and *Attachment J* for more information.

12. References
    Provide a minimum of three (3) references where agency has provided similar services. See *Attachment K*)

13. Local Vendor Preference
    Self-Certification that Vendor meets all requirements for eligibility to Local Vendor Preference (Complete *Attachment M,* if applicable)

14. Federal Contracting Provisions
    Provisions that apply to Contractors and Subcontractors providing services on federally funded contracts. See *Attachment Q*

NOTE: PLEASE DO NOT INCLUDE COPIES OF SOCIAL SECURITY CARDS OR NUMBERS, AND/OR COPIES OF DRIVER'S LICENSES OR NUMBERS, OR HOME ADDRESSES UNLESS IT IS THE FACILITY ADDRESS.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All Proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All Proposals will be initially evaluated to determine if they meet the following minimum requirements:
   a. The Proposal must be **complete as requested in Section XI – Proposal Submission, Paragraph - C Proposal Format**, and using the **Proposal Submission Checklist and Table of Contents** (*Attachment A*) include all required documents and be in compliance with all the requirements of this RFQ.
   b. Prospective Proposers must meet the requirements stated in **Section III, Paragraph A**.

Failure to meet all of these requirements may result in a rejected Proposal. Incomplete Proposals (those missing required documents) will be disqualified. No Proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the Proposal.

2. Evaluation - Proposals meeting the above requirements will also be evaluated on the basis of the following criteria and **specific programmatic criteria will be weighted** as indicated:
    a. Described and/or demonstrated **ability** to provide required services to the target population inclusive of children and youth with high acuity while meeting outcome measures.
    b. Proposed program services and strategies **plan** for the provision of clinical services inclusive of trauma-informed therapy.
    c. Agency demonstrated **experience** and **ability** in providing services to the specified number of unduplicated participants to be served.
    d. Agency readiness to provide services (i.e. staffing levels and all other requirements for program).
    e. Key outcome objectives clearly identified, supported by a comprehensive plan for achievement, specific performance metrics, and the necessary data collection processes.
    f. Appropriateness of facility (clinical environment, size of facility, provided floor plan and room designations, facility(ies) exterior, etc.).

ROUND 1 PROGRAM COMPONENTS (65% OF FINAL SCORE)	**% weighted value**
a. Described/Demonstrated ability to serve target population inclusive of children and youth with high acuity while meeting outcome measures.	**30%**
b. Described plan for the provision of clinical services inclusive of trauma-informed therapy	**35%**
c. Agency experience and ability in providing services to the specified number of unduplicated participants	**10%**
d. Meets staffing levels and requirements for number of proposed children and youth	**10%**
e. Ability to identify key outcome objectives and to perform outcome measures (i.e., CANS) and provide data as specified in the RFQ	**10%**
f. Appropriateness of facility (clinical environment, size of facility, provided floor plan and room designations, facility(ies) exterior, etc.).	**5%**
Total Program Component	**100%**

Below are the rating guidelines for the Program Component of the Evaluation. These ratings are assigned a value from five to zero (5, 4, 3, 2, 1, 0).

5	• Full understanding of target population, program services and strategies. • Full explanation of capacity, readiness, experience, staffing and qualifications and outcome measures. • Optimal treatment facility layout; provided facility map with floorplan.
4	• Broad understanding of target population, program services and strategies. • Broad explanation of capacity, readiness, experience, staffing and qualifications and outcome measures. • Appropriate treatment facility layout; provided facility map with floorplan.

3	• General understanding of target population, program services and strategies. • General explanation of capacity, readiness, experience, staffing and qualifications and outcome measures. • Adequate treatment facility layout; provided facility map with floorplan.
2	• Limited understanding of target population, program services and strategies. • Limited explanation of capacity, readiness, experience, staffing and qualifications and outcome measures. • Proposed adequate treatment facility; did not provide floorplan.
1	• Willingness and/or ability to learn to serve target population, program services and strategies. • Demonstrates willingness, not ability of capacity, readiness, experience, staffing and qualifications or outcome measures. • Does not have sufficient detail of appropriate plan of proposed facility; did not provide facility floorplan.
0	• Information submitted is non-responsive. • Failure to submit requested information. • Failure to address the requirements as requested in the RFQ will deem the section as non-responsive in the program component.

Evaluation (Continued) – Proposals will also be evaluated on the basis of the **specific financial criteria** as indicated below:

g. Specific financial criteria:

(1) Cost per participant served
(2) Salary & Benefit to Cost Ratio
(3) Financial Statement Reliability
(4) Current Ratio – Liquidity Ratio
(5) Debt to Asset Ratio
(6) Quick Ratio (Acid Test)

ROUND 1 FINANCIAL COMPONENTS (35% OF FINAL SCORE)	**% weighted value**
(1) Cost per participant served – Shows the effectiveness of the services being provided to ensure we are getting the most out of our service dollar. Will be rated based on desired average of the department.	**30%**
(2) Salary & Benefit to Cost Ratio – Shows how costs are going to be expensed, will show if the money will be spent on services being performed or if it will be in large overhead amounts. Will be rated based on desired average of the department.	**20%**
(3) Financial Statement Reliability – Shows the accuracy and reliability of the company's financial statements, whether they are independently audited, compiled, or unaudited.	**12.5%**
(4) Current Ratio – Liquidity Ratio which measures company's ability to meet short term obligations, to ensure the company will be able to meet outstanding debts coming to maturity in the next 12 months. This will be compared to industry average.	**12.5%**
(5) Debt to Asset Ratio – Shows how much of the company's assets are financed through debt and will show the long term stability of the company. This will be compared to industry average.	**12.5%**
(6) Quick Ratio (Acid Test) – Shows the company's short term liquidity, this measures the company's ability short term obligations with liquid assets in case of immediate need. This will be compared to industry average.	**12.5%**
Total Fiscal Component	**100%**

FINANCIAL COMPONENTS
• Cost per participant served – A standard range of cost per participant will be determined by DBH using past program and fiscal data. Depending on where your cost per participant falls within that range, you will receive a score of 1-7.
• Salary & Benefit to Cost Ratio – A standard range of Salary & Benefit to Cost Ratio will be determined by DBH using past program and fiscal data. Depending on where your salary and benefit to cost ratio falls within that range, you will receive a score of 1-7.
• Financial Statement Reliability – You will earn points based on how accurate and reliable your financial statements are. If you have independently audited financial statements with an unqualified opinion you will receive the full 7 points. As your financial data's accuracy and reliability goes down, for example, audited with a qualified opinion or audit exceptions, unaudited financial statements, compiled statements, accounting software printouts, or simple excel sheets, your rating will go down in this category.
• Current Ratio – An industry benchmark range of Current Ratio will be obtained and depending on where your current ratio falls within that range, you will receive a score of 1-7.
• Debt to Asset Ratio – An industry benchmark range of Debt to Asset Ratio will be obtained and depending on where your debt to asset ratio falls within that range, you will receive a score of 1-7.
• Quick Ratio (Acid Test) – An industry benchmark range of Quick Ratio will be obtained and depending on where your quick ratio falls within that range, you will receive a score of 1-7.

NOTE: Failure to submit requested information will result in a zero (0) for the specified financial component.

While cost is a major consideration in the evaluation process, selection will be based on determination of which Proposal(s) will best meet the needs of the County and the requirements of this RFQ.

3. Proposal Scoring

The evaluation process for this procurement will be scored and weighted as follows:

a. Program Components Evaluation - 65% of Final Score
b. Financial Components Evaluation - 35% of Final Score

C. Negotiations and Notice of Intent to Award

Proposers that satisfy the minimum qualification requirements and any established evaluation threshold may be eligible for contract award and inclusion on the active list of ChRIS service providers; qualification does not guarantee referrals, service volume, or revenue.

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

1. Contract Negotiation

After selection, negotiations may be conducted with qualified Proposer(s). Negotiations, if held, shall be within the scope of work in the request for Proposals. If the contract negotiations take place in San Bernardino County, California, the Proposer will be responsible for its travel and per diem expenses of its personnel.

2. Failure to Negotiate

If the selected proposer:

a. Fails to provide the information required to begin negotiations in a timely manner; or
b. Fails to negotiate in good faith; or

c. Indicates it cannot perform the Contract within the budgeted funds available for the Services; or

d. If a qualified Proposer and the County, after a good faith effort, simply cannot come to terms;

Then the County may terminate negotiations with the Proposer and commence negotiations with the next qualified Proposer(s).

3. Notice of Intent to Award (NOIA) – Proposer Notification of Selection

After the completion of Contract negotiations, a written and/or electronic Notice of Intent to Award (NOIA) letter and/or denial letters (or a copy of the NOIA) will be issued to all Proposers. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Proposer.

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

4. Review of Financial Performance

As indicated in Section XII, financial information may be used to evaluate and select the Proposal(s) deemed to be in the County's best interest. Alternatively, at the County's sole discretion, the financial performance of the intended Contractor may be assessed prior to contract award. Financial performance deemed unsatisfactory by the County may result in non-award or a recommendation for award to another Proposer(s).

5. Award

A contract will be awarded based on a competitive selection of Proposals received. The contents of the Proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

D. Appeal and Award

In the event a dispute arises concerning the Proposal process prior to the award of the Contract, the Proposer raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. Proposer may appeal the recommended award or denial of award (Protest), provided the Protest:

1. Is submitted in writing.
2. Is submitted within ten (10) calendar days of the issuance date of the NOIA.

A Protest can only be brought on the following grounds:

a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.

b. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.

c. Violation of State or Federal law.

Protests will not be accepted for any other reasons than those stated above. All Protests must be sent to:

Stephenie Shea, Acting Director of Purchasing
San Bernardino County
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

Upon receipt of the formal Protest, the Purchasing Agent, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Purchasing Agent it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Proposer advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Purchasing Agent shall be deemed final.

Alternatively, at the Purchasing Agent's discretion, an Appeal Panel consisting of five (5) members appointed by the Purchasing Agent shall hear the Protest. The Proposer will be provided reasonable notice of the time, date and location of the hearing. In the event that a protesting Proposer does not appear at the Protest hearing as scheduled, the Protest will be disallowed.

The hearing is informal, in that it is not subject to the strict rules of evidence or procedure, and live witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Protest was submitted timely; 2) whether the Protest is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Protest are based have been substantiated.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the Protest has so tainted the RFQ process that it is unfair to the Proposer or whether the valid grounds for the Protest are in the nature of harmless error and that the RFQ process was fair to the Proposer. The Panel will not re-evaluate the Proposals.

The Purchasing Agent shall notify the Proposer making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Appeal Panel shall be deemed final. If the Contract must be approved by the Board, after receiving a decision from the Purchasing Agent or Appeal Panel, the Proposer may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Proposer must file its written Protest with the Clerk of the Board or provide a verbal Protest (typically limited to three minutes) prior to the Board making a decision on the Contract. Any decision of the Board shall be deemed final.

A Proposer protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Proposer has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Proposer under this RFQ. Upon exhaustion of this remedy no additional recourse is available.

E. Final Authority

The final authority to award a Contract(s) rests solely with San Bernardino County Board of Supervisors.

The following statements (Attachments) are incorporated as part of the Proposal in response to San Bernardino County's RFQ for ChRIS services:

ATTACHMENT A

ROUND 1 PROPOSAL SUBMISSION CHECKLIST AND TABLE OF CONTENTS

Use the checklist below to ensure that all items have been included. This form is to be completed and included in the Proposal.

Proposer Legal Business Name:	→
Address:	→
City, State Zip Code:	→
Phone Number:	→
Federal Tax ID:	→
RFQ Contact Name and Title:	→
Contact Phone Number:	→
Contact Email:	→
Authorized Representative/ Signatory Name and Title:	→
Representative Phone Number:	→
Representative Email:	→

	Items Completed	Page Number
1. Cover Page	Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/agency submitting the Proposal that includes the following information: Submit three statements: ☐ a. A statement that the Proposal is submitted in response to the Request for Qualifications for Children's Residential Intensive Services - RFQ DBH # 25-99/ePro #DBHE26-ADMN-6420. ☐ b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization or agency. ☐ c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit Proposals on behalf of the organization/agency. The individual acknowledges that he/she has read and understands the RFQ, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.	
2. Proposal Submission Checklist and Table of Contents	☐ Complete and include **Attachment A** to ensure that all requested items have been included with respective page numbers	
3. ChRIS Supplemental Application	☐ Complete and include **Attachment B** to ensure that all supplemental information has been included in your Agency's Proposal.	
4.Statements of Certification, Reportable Conditions, Disclosures, and Exceptions	☐ Complete and include **Attachment C** – Statements of Certification in this section of the Proposal; also attach a concise statement of the services proposed.	

	☐ Complete and include **Attachment D** – Reportable Conditions in this section of the Proposal. ☐ If necessary, complete and include **Attachment E** – Disclosures, Exceptions, and Public Records Act Exemptions to RFQ.	
5. Proposal Narrative/ Description	Proposal should address, but is not limited to addressing, all items in **Section IV, Paragraph C** - Program Description and the following items: ☐ a. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs given the intensive behavioral and emotional needs of some of the youth at this highest level of care. This should provide a broad understanding of the Proposer's entire Proposal. ☐ b. Proposer (also referred to as "Agency" herein) should include copies of: ☐ 1) Current or Provisional STRTP License for each site proposed AND ☐ 2a) Accreditation Certificate for agency OR ☐ 2b) Accreditation application email response ☐ c. A narrative description of the proposed plan to achieve the program objective and requirements addressing the following elements: ☐ 1) Describe the program plan to provide required services to the target population inclusive of children and youth with high acuity. Outline the service approach in terms of general treatment intensity, frequency, and array of service and expected length of service. ☐ 2) Describe program services and strategies to be employed to ensure stability and continuity of care for the clients, and the Agency's ability to be flexible in meeting changing needs of the client. ☐ 3) Describe how the Agency will collaborate with DBH clinics and programs, County and community agencies, law enforcement, and hospital inpatient and emergency departments to meet these needs. ☐ 4) Describe how the Agency will treat the intensive behavioral and emotional needs of the youth requiring services at this highest level of care. ☐ 5) Describe how the Agency will utilize formal and informal supports provided by professionals and non-professionals in the provision of services.	

	☐ 6) Describe the process of transitioning to a lower level of treatment and discharge planning. ☐ 7) Describe the Agency's experience providing Specialty Mental Health Services to children and youth. ☐ 8) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure. ☐ 9) Describe how the Agency will meet all training, licensing, and certification requirements as stipulated in the RFQ. ☐ 10) State the address of the facility and explain why it is appropriate for this contract (clinical environment, size of facility, provided floor plan with room designations, facility(ies) exterior, etc.). ☐ 11) Provide some examples of the outcomes expected and utilization of outcome measurement tools (i.e., CANS). ☐ 12) Total amount requested. ☐ 13) Estimate the number of unique or unduplicated clients expected to be served and how that number will be generated and/or affected (i.e. community outreach, etc.). ☐ 14) Estimate the anticipated cost per participant. ☐ d. Describe your Agency's state of readiness to enroll participants, which shall include: ☐ 1) A Detailed Implementation Plan. ☐ 2) Your timeline for participant enrollment and hiring staff during the first program year. ☐ 3) Explanation of any assumptions and/or constraints	
6.Statements of Experience	Include the following in this section of the Proposal: ☐ a. Business name of the Proposer and type of legal entity such as corporation, partnership, etc., as well as all related prior business names and years each was active. If the Proposer is a business entity, the Proposer must be registered with the CA Secretary of State. ☐ b. Number of years the Proposer has been in business providing Residential Services to youth under the present business name. ☐ c. A statement that the prospective Proposer has a demonstrated capacity to perform the required services. ☐ d. List all applicable licenses, permits, and/or certifications presently held, including issuance/effective dates and expiration dates, and	

indicate ability to obtain any additional licenses, permits, and/or certifications that may be required.

- ☐ 1) Provide copies of all applicable licenses, permits, and/or certifications for Agency.
- ☐ 2) Provide copies of all applicable licenses, permits, and/or certifications for Clinical Staff.

☐ e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.

☐ f. Experience of principal individuals of the prospective Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.

- ☐ Attach copies of current Resumes for all staff acting as Administrator, Head of Service (HOS), and/or Clinical Director.

☐ g. Experience with medical insurance, eligibility verification and process for managing beneficiary insurance status.

☐ h. Experience working with Medi-Cal Managed Care Plans, the coordination of Medi-Cal and Medicare, and transitional care planning for beneficiaries who change insurances during the course of care.

☐ i. With respect to contracts completed during the last five years which involve similar type projects, for each contract show:

- ☐ 1) Date of completion and duration of each contract.
- ☐ 2) Type of service.
- ☐ 3) Total dollar amount contracted for and amount received.
- ☐ 4) Location of area served.
- ☐ 5) Name and address of agency with which contracted and agency person administering the contract.
- ☐ **6) If none, so state.**

☐ j. If any contract with any other government entity (including San Bernardino County) was terminated prior to the original termination date during the last five years, for each contract show:

- ☐ 1) Date of termination and duration of each contract.
- ☐ 2) Type of service.
- ☐ 3) Total dollar amount contracted for and amount received.

	☐ 4) Location of area served. ☐ 5) Name and address of agency with which contracted and agency person administering the contract. ☐ 6) Reason for termination. ☐ **7) If none, so state.** ☐ k. With respect to contracts currently in effect, for each contract show: ☐ 1) Contract start date and date due for completion. ☐ 2) Type of service. ☐ 3) Total contract amount. ☐ 4) Location of area served. ☐ 5) Name and address of agency with which the organization is currently contracting and agency person administering the contract. ☐ **6) If none, so state.** ☐ l. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.	
7. Subcontractor Information **Psychiatric services for the purpose of Medication Support is the only service allowed to be subcontracted for ChRIS.*	If Proposer plans to subcontract any portion of the service delivery described in the RFQ, include a written justification for subcontracting. ☐ a. Complete and include **Attachment F.** ☐ b. Attach the MOU with original signatures that includes: ☐ 1) The name of the subcontracting agency. ☐ 2) The amount (units, minutes, etc.) and types of services to be rendered under this MOU. ☐ 3) The amount of funding to be paid to the subcontracting agency. ☐ 4) A description of the subcontracting agency's role and responsibilities as it relates to this Contract. ☐ 5) A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations. ☐ 6) A budget sheet outlining how the subcontracting agency will spend the allocation. ☐ 7) Additionally, each MOU shall contain the following requirements:	

a) Subcontractor shall comply with the Right to Monitor and Audit Performance and Records requirements, as referenced in the Performance Article.

b) Subcontractor agrees to comply with Personnel Article related to the review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436, and applicable professional disciplines' and licensing and/or certifying boards' code of ethics and conduct.

c) Subcontractor shall operate continuously throughout the term of the MOU with all licenses, certifications, and/or permits as are necessary to perform services and comply with Licensing, Certification, and Accreditation Article related to excluded and ineligible status.

d) Subcontractor agrees to perform work under this MOU in compliance with confidentiality requirements, as referenced in the Confidentiality and Laws and Regulations Articles.

e) MOU is governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under the primary contract.

f) Subcontractor's delegated activities and reporting responsibilities follow the Contractor's obligations in the primary contract.

g) Subcontractor shall be knowledgeable in and adhere to primary contractor's program integrity requirements and compliance program, as referenced in the Laws and Regulations Article.

h) Subcontractor agrees to not engage in unlawful discriminatory practices, as referenced in the Nondiscrimination Article.

☐ c. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of any agreement "awarded" to the Primary Agency as a result of the RFQ process. The Primary Agency will be fully responsible for any performance of a subcontracting agency.

NOTE: DBH will not reimburse contractor or subcontractor for any expenses rendered by a subcontractor NOT approved in writing by DBH.

8. Audited Financial Statements	Such statements shall be the most recent and complete audited financial statements available and shall be for a fiscal period not more than eighteen (18) months old at time of submission (see **Attachment G**). ☐ 1a. In accordance with CDSS MPP Section 23-610(L), submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months. **-OR-** ☐ 1b. If the business has been in existence for less than three years, provide the most recent financial statements. These statements shall be audited by an independent, certified public accountant. **NOTE:** ☐ If you do not have audited financial statements, please submit unaudited financial statements for the three most current years *(including balance sheet, income statement, and statement of cash flow).* ☐ 2) In accordance with CDSS MPP Section 23-610(M), submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this Proposal.	
9. Insurance	☐ Complete and sign **Attachment H** - Indemnification and Insurance Requirements Affidavit.	
10. Complaint and Grievance Procedures	☐ A statement that the Proposer will ensure that any complaints made by service recipients will be referred to the County in accordance with the County procedure.	
11. Program Budget	☐ Submit complete Budget Proposal (Schedule A's and B's) for **each** program, for **each** fiscal year and for **each** site (if applicable) for cost analysis purposes (see **ChRIS CalAim Budget Schedule** and **Attachment J** – Cover Page). Electronic version will be emailed to each agency upon request, as appropriate. ☐ Proposer's budget should be consistent with the cost structure of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as well as other budget guidelines applicable to the type of organization. **NOTE: Failure to submit Budget sheets for each program, for each year and for each proposed site as required <u>WILL</u> result in the elimination of the entire submitted Proposal; it will not move forward in the evaluation process.**	
12. References	☐ Provide three (3) references from other entities, preferably public agencies, of same or similar size as the County, with whom you have established a contract on a project of the same nature as this RFQ. Provide Contact Name, Address, Phone Number, and dates Services were provided. **(Attachment K)**.	

13. Local Vendor Preference	☐ Self-Certification that Vendor meets all requirements for eligibility to Local Vendor Preference. **(Attachment M, if applicable)**	
14. Federal Contracting Provisions	☐ Certification that no federal funds have been used for undue influence or Lobbying**.(Attachment Q)**	

NOTE: PLEASE DO NOT INCLUDE COPIES OF SOCIAL SECURITY CARDS OR NUMBERS, AND/OR COPIES OF DRIVER'S LICENSES OR NUMBERS, OR HOME ADDRESSES UNLESS IT IS THE FACILITY ADDRESS.

By signing below, the individual acknowledges that he/she has the authority to bind the Proposer to the terms of the Proposal. All costs for developing and completing the Proposal and supporting documents are the responsibility of the applicant or agency/organization and will not be chargeable to the County of San Bernardino. The individual further acknowledges that he/she has read and understands the RFQ, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.

Signature (Authorized Signer) _____ Date _____

Print/Type Name _____

Agency _____

ATTACHMENT B

ChRIS SUPPLEMENTAL APPLICATION
RFQ 25-99 (ROUND 1)

In order to qualify for the provision of this service, the facility must meet the following criteria:
*Please check all that apply and include a copy of the license or certification noted.

1. ☐ a) Currently Licensed as a Short Term Residential Therapeutic Program (STRTP)
   OR
   ☐ b) Currently have a Provisional License as a STRTP
   AND
2. ☐ Nationally accredited by one of the CCR approved accreditation agencies:

   ☐ a) Council of Accreditation (COA)
   ☐ b) Commission on Accreditation of Rehabilitation Facilities
   ☐ c) The Joint Commission
   ☐ d) Agency has applied for Accreditation and is pending a Survey Date (include written confirmation from accreditation agency in response.

3. ☐ Agrees to provide San Bernardino County CFS and Probation first opportunity for placement for any vacancies within the STRTP,
   AND
4. ☐ Physically located in California

Please answer the following questions completely. If a question does not apply to you, please indicate with Not Applicable (N/A).

5. Does the applicant or agency/organization have experience providing Treatment Services for individuals with:
   Mental Illness ☐ Yes ☐ No
   Substance Abuse ☐ Yes ☐ No

6. Please indicate whether applicant or agency/organization would like to participate in the Children's Crisis Continuum Program.
   ☐ Yes ☐ No

7. Describe the trauma-informed therapy model(s) that will be utilized in your clinical program.

8 Having a Licensed Head of Service (HOS) or a Licensed Clinical Supervisor is a requirement for this program. Describe the steps that the agency has taken to ensure that they have licensed staff to provide services. Or, include steps taken in the current effort to recruit such staff.

9. State the physical address of the STRTP facility(ies) and explain why it is appropriate for this service (Clinical appropriateness, facility layout, facility size, etc.). Include a floorplan of the facility with specific information about facility layout, including room designations for individual clinical work, group therapy, and private Child and Family Team meetings with technical provisions for remote interface with other CFT members.

10. Describe the facilities exterior (front and rear yard); include what the agency has done to make these areas comfortable and welcoming to clients; a home-like atmosphere.

11. Transporting clients for necessary program services, school, etc. will be required by your agency. Describe the Agency's readiness to transport clients; include make, model, and year of agency vehicles and include information on any accidents with agency vehicles in the last three (3) years.

ATTACHMENT C

STATEMENTS OF CERTIFICATION

	Statement	Agree (Initial)	Agree but with exceptions (initial and explain in E-Exceptions)
1.	Services will be provided as described in the Request for Proposals, beginning on one of the following: **January 1, 2027; date of execution; or date of youth placement; and continuing through June 30, 2031.** Gender: ☐ Male ☐ Both Programs Age Range:_____ Child/Youth Referrals from: ☐ Children and Family Services (CFS) ☐ Juvenile Probation Department (Probation) ☐ Both		
2.	The offer made in the Proposal is firm and binding for nine (9) months from the date the Proposal is opened and recorded.		
3.	All declarations in the Proposal and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the Proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
5.	Proposer agrees that all aspects of the RFQ and the Proposal submitted shall be binding if the Proposal is selected and a Contract is awarded.		
6.	Proposer will provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.		
7.	If selected, the Proposer agrees to comply with all applicable rules, laws, and regulations.		
8.	If selected, the Proposer agrees to submit verification of exclusion checks; in addition, verification of necessary licensure would be required prior to contract execution.		
9.	Proposer agrees to the right of the County, State and Federal governments to audit the Proposer's financial and other records.		
10.	If applicable and selected, the Proposer agrees to be Medi-Cal certified in accordance with State and San Bernardino County Department of Behavioral Health requirements.		
11.	If selected, the Proposer agrees to comply with the County's Grievance and Complaint Procedure.		
12.	The RFQ has been reviewed in its entirety and Proposer has no exceptions to any requirements, terms, or conditions, except as noted in **Attachment E**.		

Signature (Authorized Signer) Date

Print/Type Name

Agency

ATTACHMENT D

REPORTABLE CONDITIONS

	Statement	None to Disclose (Initial)	Disclosures (Initial and explain in Attachment E-Disclosures/ Exceptions)
1.	Former County Officials Does the Proposer or agency/organization have any former county administrative officials who are employees or representatives?		
2.	Similar Contracts Has the Proposer or agency/organization completed similar contracts or projects during the last five years?		
3.	Terminated Contracts Has the Proposer or agency/organization had any contracts terminated prior to the original termination date?		
4.	Current Contracts Does the Proposer or agency/organization have similar contracts currently in place?		
5.	Controlling Interest Does the Proposer or agency/organization have controlling interest in any agencies providing equivalent or similar services?		
6.	Financial Interest Does the Proposer or agency/organization have any financial interest in other lines of business?		
7.	Pending Litigation Does the Proposer or agency/organization have any pending litigation regarding crimes or offenses, financial misconduct, or fraud involving the Proposer's business, or any of its officers, employees, and/or consultants thereof, in connection with contracts?		
8.	Convictions or Adverse Court Rulings Does the Proposer or agency/organization have any convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees?		
9.	Tax Delinquencies Is the agency/organization currently delinquent in paying its State/Federal payroll taxes?		

10.	Debarment or Suspension Proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions with federal departments or agencies. Refer to **Attachment P.**		

Signature (Authorized Signer)

Date

Print/Type Name

Agency

ATTACHMENT E

DISCLOSURES, EXCEPTIONS, AND PUBLIC RECORDS ACT EXEMPTIONS TO RFQ

DISCLOSURES

Proposer reports the following:

EXCEPTIONS

Proposer has reviewed the RFQ and General Contract Terms in their entirety and has the following exceptions. (Please list your exceptions by indicating the section or paragraph number, and page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

PUBLIC RECORDS ACT EXEMPTIONS

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.**

Signature (Authorized Signer) _____ Date _____

Print/Type Name _____

Agency _____

ATTACHMENT F

SUBCONTRACTOR INFORMATION

**** Psychiatric services for the purpose of Medication Support is the only subcontracted service allowed with ChRIS contracts.***

SUBCONTRACTOR NAME (*name of agency, entity or organization*):	
Name and Title of Proposer's Contact Person:	
Mailing Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Federal Employer Identification Number:	
Number of Years under Current Name:	
Justification for Subcontracting: (Work)	
Capacity to Perform the Required Services Statement:	

Subcontractor's Authorized Signature:

The undersigned hereby certifies that the information above is correct and agrees to serve as a subcontractor on and perform all work as indicated above and will comply with all items as indicated in Section IV. Program Requirements for Children's Residential Intensive Services (ChRIS), RFQ DBH #25-99/ePro Bid # DBHE26-ADMN-6420.
I have attached an MOU with original signatures to this sheet for DBH review.

Signature: _____ Date: _____

Print/Type Name: _____ Title: _____

ATTACHMENT G

PROPOSER'S FINANCIAL CAPABILITY

Use this page as a cover sheet for financial documents.

Per Section XI, Sub-Section C, Item 8 of this RFQ:

Proposer must provide the Company's three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.

If business has been in existence less than three years, and audited financial statements are not available, you must provide the most recent financial statements that have been audited by an independent, certified public accountant.

If you do not have audited financial statements, please submit unaudited financial statements for the three most current years *(including balance sheet, income statement, and statement of cash flow)*.

You must also provide an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this Proposal.

ATTACHMENT H

Indemnification and Insurance Requirements Affidavit

THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM AND THE PROPOSER MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE PROPOSAL.

I, the undersigned (Please check one box) □ underwriter □ agent/broker, certify that I and the Proposer listed below have jointly reviewed the "Insurance Requirements" in this Request for Qualifications (RFQ). If the San Bernardino County ("County") awards the Proposer the Contract for this project, I will be able—within fourteen (14) calendar days after the Proposer is notified of the Contract's award—to furnish the County with all the required, insurance certificate(s) and endorsement(s) as specified in Section V, Paragraph B. Indemnification and Insurance Requirements.

Insurance Broker / Agency Name _____ Date _____

Insurance Broker's / Agent's Name (Printed) _____ Insurance Broker's / Agent's Name (signature) _____

Address _____ City _____ State _____ Zip Code _____

Telephone Number _____ FAX Number _____ Email Address _____

Proposer's Name _____ County RFQ Name and Number _____

Below State the Name of Insurance Company Providing Coverage:
DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

Commercial/General Liability _____ Automobile Liability _____

Workers' Compensation Liability _____ Professional Liability _____

Cyber Liability _____

Sexual Abuse Liability _____

[NOTE TO PROPOSER: See Article V, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Proposer submits to the County do not fully comply with the Insurance Requirements, and/or if the Proposer fails to submit the forms within the 14-day time limit, the County may: (1) declare the Proposer's Proposal non-responsive, and (2) award the Contract to the next highest ranked Proposer.
If you have any questions about the Insurance Requirements, please contact County - Risk Management Department, via e-mail Insurance.Questions@RM.sbcounty.gov ***(Please provide name of RFQ with your email question(s)).***

ATTACHMENT I

Reserved

ATTACHMENT J

BUDGETS

Use this page as a cover sheet when submitting budgets.

Submit complete Budgets (Schedule A's and B's) for **each** program, for **each** fiscal year and for **each** site (if applicable) for cost analysis purposes (see **ChRIS CalAim Budget Schedule**).

NOTE: Failure to submit the Budget sheets for each program, for each year and for each proposed site as required WILL result in the elimination of the entire submitted Proposal; it will not move forward in the evaluation process.

ATTACHMENT K

REFERENCES

Agency Name And Address	Contact Name and Title	Email Address	Phone Number	Dates services provided (begin/end*)

Provide three (3) references from other entities, preferably public agencies, of same or similar size as the County, with whom you have established a contract on a project of the same nature as this RFQ. Provide Contact Name, Address, Phone Number, and dates Services were provided.

*Enter "**Present**" if still providing the services (Example: 10/08/03-Present).

Signature (Authorized Signer)

Date

Print/Type Name

Agency

ATTACHMENT L

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Department of Behavioral Health (hereinafter Covered Entity) and [INSERT CONTRACTOR NAME HERE] (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

I. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

a. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.

b. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.

c. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.

d. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.

e. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.

f. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

g. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.

h. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.

i. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.

j. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

II. **Obligations and Activities of BA**

a. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

b. Prohibited Uses and Disclosures

i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

ii. BA shall not use or disclose PHI for fundraising or marketing purposes.

iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)

iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

c. Appropriate Safeguards

i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]

ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

d. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

e. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

i. Provide CE's Office of Compliance with the following information to include but not limited to:

1. Date the Breach or suspected Breach occurred;
2. Date the Breach or suspected Breach was discovered;
3. Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
4. Number of potentially affected Individual(s) with contact information; and
5. Description of how the Breach or suspected Breach allegedly occurred.

ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:

1. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
2. The unauthorized person who had access to the PHI;
3. Whether the PHI was actually acquired or viewed; and
4. The extent to which the risk to PHI has been mitigated.

iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.

1. If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
2. If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.

iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

f. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

g. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

h. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

i. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an

Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

j. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

k. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

l. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

m. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

n. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;

- Media notification; and
- Credit monitoring services.

o. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

p. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

q. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

r. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

s. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

III. **Obligations of CE**

a. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:

i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.

ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.

iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

IV. **General Provisions**

a. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

b. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

c. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

d. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

e. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

f. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

g. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

h. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.

ATTACHMENT M

SAN BERNARDINO COUNTY | Purchasing

LOCAL VENDOR PREFERENCE SELF-CERTIFICATION

Vendor Legal Name _____

Vendor Representative _____

Vendor Address _____

City, State, Zip _____

Phone _____

Email _____

Federal Tax ID # _____

TO BE CERTIFIED AS A LOCAL VENDOR, eligible for Local Vendor Preference (any vendor, contractor or consultant, hereafter "vendor") I certify under penalty of perjury that _____ meets all of the following requirements:

- The main office (headquarters) or a major regional office is located within the boundaries of San Bernardino County;
- Twenty-five percent (25%) of full-time management employees and twenty-five percent (25%) of full-time regular employees work from locations in the County;
- Employ at least one full-time or two part-time employees with primary residence in the County;
- "Point of sale" for purposes of reporting sales tax to the State Board of Equalization (if applicable) is within the boundaries of the County and payment of any local share of sales tax goes to the County or a city within the County. (If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation);
- Not delinquent in any taxes or other payments to the County;
- Possess a valid and verifiable business license in _____ (Location(s)) (if required);
- Have been open and established since _____ (Date);
- Have had on-going business activity in the field of _____ (Nature of Business) since _____ (Date) (which is at least six months prior to the issuance of the solicitation);
- Have not, within five years prior to the date this form is signed, admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud and not federally debarred; and
- Not suspended or debarred from participation in the County, in the scope of work that is the subject of the solicitation.

FURTHER, I acknowledge by initialing the following boxes that I understand:

____ If any time after being certified as a local vendor, a change in status occurs rendering a vendor no longer eligible for such status, the vendor must notify the Purchasing Agent prior to responding to a solicitation or accepting an award. Self certification is good for a period of five years, then must be renewed.

____ False certifications shall be immediate grounds for rejection of any proposal or bid or if the proposal or bid is awarded, grounds for voiding the proposal or bid, terminating any agreement, and seeking damages thereto. Failure to certify the above information shall result in the proposal or bid being considered by the County without any adjustment for a local vendor.

____ Self-certification provided by the vendor requesting a local preference shall be submitted to the Purchasing Agent under penalty of perjury. No person or business shall make a false representation to a County official or employee for the purpose of influencing the certification or denial of certification of any local vendor.

____ Any vendor that falsely obtains certification shall be ineligible to transact business with the County for not less than one year and not more than three years, at the discretion of the Purchasing Agent. This penalty shall also apply to any vendor that previously obtained proper certification and, because of a change in its status would no longer be eligible for certification, and fails to notify the County of this information prior to responding to a solicitation or accepting an award.

I am an authorized representative of _____ and can legally bind the company.

_____ (Date) _____ (Name) _____ (Position)

Reviewed By: _____

ATTACHMENT N

REFERENCE DOCUMENT

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor _____ shall:
To the extent consistent with the provisions of this Agreement, comply with regulations as set forth in Executive Order 12549; Social Security Act, 42 U.S. Code, Section 1128 and 1320 a-7; Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al; and Welfare and Institutions Code, Section 14043.6 and 14123 regarding exclusion from participation in federal and state funded programs, which provide in pertinent part:

1. Contractor certifies to the following:
   a. it is not presently excluded from participation in federal and state funded health care programs,
   b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
   c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
   a. all of its officers, employees, agents, and/or sub-contractors are not presently excluded from participation in any federal or state funded health care programs,
   b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
   c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, and/or sub-contractors are not presently excluded from participation in any federal or state funded health care programs:
   a. OIG's List of Excluded Individuals/Entities (LEIE).
   b. United States General Services Administration's System for Award Management (SAM).
   c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
   a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
   b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

_____
Printed name of authorized official

_____
Signature of authorized official

_____
Date

ATTACHMENT O

REFERENCE DOCUMENT

DATA SECURITY REQUIREMENTS

Pursuant to its contract with the State Department of Health Care Services, the Department of Behavioral Health (DBH) requires Contractor adhere to the following data security requirements:

A. Personnel Controls

1. Formal Policies and Procedures. Policies and procedures must be in place to reasonably protect against unauthorized uses and disclosures of patient identifying information and protect against reasonably anticipated threats or hazards to the security of patient identifying information. Formal policies and procedures must address 1) paper records and 2) electronic records, as specified in 42 CFR §2.16.

2. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

3. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

4. Confidentiality Statement. All persons that will be working with DBH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing DBH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DBH inspection for a period of six (6) years following termination of the Agreement.

5. Background Check. Before a member of the workforce may access DBH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

B. Technical Security Controls

1. Workstation/Laptop Encryption. All workstations and laptops that store DBH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by DBH's Office of Information Technology.

2. Server Security. Servers containing unencrypted DBH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. Minimum Necessary. Only the minimum necessary amount of DBH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

4. Removable Media Devices. All electronic files that contain DBH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

5. Antivirus / Malware Software. All workstations, laptops and other systems that process and/or store DBH PHI or PI must install and actively use comprehensive anti-virus software / Antimalware software solution with automatic updates scheduled at least daily.

6. Patch Management. All workstations, laptops and other systems that process and/or store DBH PHI or PI must have all critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    a. Upper case letters (A-Z)
    b. Lower case letters (a-z)
    c. Arabic numerals (0-9)
    d. Non-alphanumeric characters (special characters))

8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing and in accordance with 42 C.F.R. § 2.16 Security for Records. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.

9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or which alters DBH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DBH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.

12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and E-Mail.

14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DBH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DBH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. Log Review. All systems processing and/or storing DBH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

3. Change Control. All systems processing and/or storing DBH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Controls

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of DBH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

2. Data Backup Plan. Contractor must have established documented procedures to backup DBH PHI to maintain retrievable exact copies of DBH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DBH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DBH data.

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.

3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing and in accordance with 42 C.F.R. § 2.16 Security for Records.

4. Removal of Data. Removal of DBH PHI or PI may not be removed from the premises of Contractor unless authorized under 42 CFR Part 2.

5. Faxing. Faxes containing DBH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6. Mailing. Mailings containing DBH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

   Mailings which include 500 or more individually identifiable records of DBH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DBH to use another method is obtained.

ATTACHMENT P

REFERENCE DOCUMENT

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFQ:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).

2. The Proposer certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).

3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

4. The Proposer shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.

5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the San Bernardino County government, the County may terminate the Contract resulting from this RFQ for default.

6. Proposer affirms that neither it, nor any subcontractor listed in the Proposal, has any recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.

7. Proposer also certifies that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

ATTACHMENT Q

FEDERAL CONTRACTING PROVISIONS

Contractor shall comply with the following additional terms:

A. Reserved

B. Reserved

C. Reserved

D. Clean Air Act and the Federal Water Pollution Control Act (42 USC §§ 7401-7671q, 33 USC §§ 1251-1387.)

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

E. Procurement of Recovered Materials (45 CFR § 75.331)

1. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
2. This provision does not apply if the items cannot be acquired—
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.

3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

4. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. §200.216)

Contractor certifies that it will not use contract funds to:
(1) Procure or obtain covered telecommunications equipment or services;
(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

"Covered telecommunications equipment or services" means those equipment and services defined at 2 C.F.R. §200.216(b).

G. Domestic Preference for Procurements (2 C.F.R. § 200.322)

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. Combatting Trafficking in Persons

Contractor shall not engage in any prohibited activities identified in paragraph (b) of Federal Acquisition Regulation 52.222-50, Combating Trafficking in Persons. The County has the right to monitor, detect, and terminate the Contract if it is determined Contractor is engaging in prohibited activities identified at paragraph (b) and to refer such activities to the applicable law enforcement or federal authorities. Contractor shall comply with all requirements in paragraph (c) of Regulation 52.222-50 and immediately notify the County of any activity described in paragraph (d) of Regulation 52.222-50.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

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 the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[*certification on next page*]

ATTACHMENT Q

ANTI- LOBBYING CERTIFICATION

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

5. The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date