Request For Proposals
for
High Fidelity Wraparound Services

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Department of Behavioral Health

San Bernardino County
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Contracts Administration
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San Bernardino, CA 92415-0026

RFP DBH # 25-187

ePro Document ID # DBHE26-ADMN-6310

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I. INTRODUCTION

A. Purpose

San Bernardino County Department of Behavioral Health (DBH), which may also be referred to as the "County", is seeking proposals from interested and qualified organizations and agencies to provide High Fidelity Wraparound (HFW) services to age appropriate Medi-Cal beneficiaries both within and outside the foster care system.

The Department of Health Care Services (DHCS), in collaboration with the California Department of Social Services (CDSS), is standardizing the expectations of HFW. While DHCS is still clarifying aspects of the new HFW requirements, the focus is on having one HFW program to serve age appropriate Medi-Cal beneficiaries enrolled in the foster care system and those that are not enrolled. Additionally, DHCS has indicated the requirements of the Behavioral Health Services Act (BHSA), which replaces the current requirements of the Mental Health Services Act (MHSA) on July 1, 2026, specifies HFW as the only permissible Children's Full Service Partnership (FSP) program. Historically, in San Bernardino County, there were two programs targeting youth in need of wraparound type services. Senate Bill (SB) 163 Wraparound and Success First/Early Wrap, both of which were FSPs under MHSA. Both of these programs will be concluding upon the awarding of HFW contracts.

HFW is a team-based, family-centered model recognized nationally for assisting youth with significant behavioral health needs. It involves creating, implementing, and monitoring an individualized, community-based, comprehensive care plan driven by the needs of the youth and family. HFW is particularly known for preventing out-of-home placements and successfully supporting youth who are returning home from an out-of-home placement. In order to ensure fidelity to the model, DHCS will be requiring HFW providers to obtain and maintain a "California High Fidelity Wraparound Provider Certificate" from the University of California at Davis. Applicants should be either certified in HFW at the time of submitting proposal or able to show that they are engaged in the certification process with significant progress to show certification will be obtained by the start of the contract.

In addition to the core components addressed by DHCS and UC Davis' certification process, a provider of HFW in San Bernardino will be responsible for two additional service elements. First, the provider shall provide additional Specialty Mental Health Services (SMHS) to children and youth enrolled in HFW. This includes the provision of Therapeutic Behavioral Services (TBS). Second, a HFW agency shall provide immediate (i.e., 1-3 hours) and urgent responses within the Family Urgent Response System (FURS).

B. Period of Contract

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV, Program Requirements. The Contract period will be for a five (5) year period beginning on January 1, 2027 through December 31, 2031. Currently, the projected allocation for this service is approximately $108,302,281 annually or $541,511,405 for the five (5) year period.

C. Proposal Conference

1. A proposal conference will be held via Microsoft Teams on: **Tuesday, September 24, 2026, at 1:00 PM (PST)** at:

https://teams.microsoft.com

Meeting ID: 293 856 077 372 623

Meeting password: ms68L5UL

Join by phone: +1-661-568-6806 United States
Phone Conference ID: 877 592 285#

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

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before 12:00 PM (PST) on Thursday, October 1, 2026** and directed to the individual listed in **Section I, Paragraph E**, via ePro or through facsimile or e-mail. The subject line of the facsimile (fax) or e-mail must read: RFP DBH # 25-187 High Fidelity Wraparound Services. 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 RFP contact:

San Bernardino County
Department of Behavioral Health
ATTN: Contracts Administration
RE: RFP DBH # 25-187
550 Hospitality Lane, Suite 100
San Bernardino, CA 92415-0026
Contact Person: Amanda Figueroa
Phone: (909) 388-0859
E-mail: DBH-ContractsAnalysts@dbh.sbcounty.gov
Fax: (909) 890-0470

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by fax or e-mail.**

F. Admonition to Proposers

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

G. Proposal Submission Deadline

1. All proposals or bids must be received **no later than 4:00 PM (PST) on Thursday, October 15, 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. 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.

   Proposals must be received by the designated date and time. **All Proposers must register with the ePro system prior to the date and time to receive 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 RFP 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 RFP or participating in the procurement process. For more information, contact the RFP Contact no later than ten (10) days prior to the Deadline for Proposal.

II. PROPOSAL TIMELINE

RFP Release Date	Thursday, September 17, 2026
Proposal Conference	Thursday, September 24, 2026 @ 1:00 PM (PST)
Deadline for Submission of Questions	Thursday, October 1, 2026 by 12:00 PM (PST) **Questions may be submitted in writing prior to the Proposal Conference**
Deadline for Submission of Proposals	Thursday, October 15, 2026 by 4:00 PM (PST)
Tentative Start Date for Contract(s)	Friday, January 1, 2027

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

III. PROPOSAL CONDITIONS

A. All Proposers must:

1. Be a non-profit, 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 a current California High Fidelity Wraparound Provider Certificate from UC Davis, or show that they are in the process of obtaining the Certificate and that certification will be obtained by the start of the contract.

4. 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 RFP. 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.

5. Register in the County's Electronic Procurement Network (ePro) system.

6. Meet other presentation and participation requirements listed in this RFP.

B. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

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 RFP 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 that best meets the needs of the County.

D. Term of Offer

Proposals shall remain open, valid, and subject to acceptance anytime within nine (9) months after the proposal opening.

E. Required Review

Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments from Proposers concerning defects and objectionable material in this RFP must be made in writing and received by the RFP 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 addendums to the RFP. It will also help prevent the opening of a defective Proposal and exposure of Proposals upon which an award could not be made. Protests based on any omission or error, or on the content of this RFP, may be disallowed if not submitted in writing to the attention of the RFP 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 RFP, 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 RFP. 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 RFP.

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, 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 RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- 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 RFP 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 RFP process at any time.

G. Best Value Evaluation Process

As established in this RFP, the County realizes that criteria other than price are important and will award contract(s) based on the proposal 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 or best value for its money.

H. Amendments/Addendums to RFP

The County reserves the right to issue addenda or amendments to this RFP 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 RFP. Submission of a Proposal indicates that the Proposer has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP 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 preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies. 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 non-local vendor, the local vendor will be recommended for award. Due to the evaluation of qualitative elements 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.

For purposes of the application of the Local Preference Policy (County Policy 11 – 10) a vendor is considered a local vendor when it meets 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 twenty-five percent (25%) of the vendor's full-time management employees and twenty-five percent (25%) of its full time regular employees working from 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 (6) 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 (6) 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.

Any vendor requesting a local preference shall complete **Attachment N** certifying to DBH under penalty of perjury that they meet all of the criteria listed above. If, at 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 DBH prior to responding to a solicitation or accepting an award. Failure to certify the above information shall result in the proposal or bid being evaluated by the County without any adjustment for a local vendor.

False certification 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. 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 County. 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 DBH of this information prior to responding to a solicitation or accepting an award.

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

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 RFP. Proposer agrees that all costs incurred in developing this 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 § 6250). 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 might not deny 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 RFP 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 RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, 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 RFP, 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 exclusively the 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 RFP 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 the RFP, 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 priority population to be served by HFW program services are Seriously Emotionally Disturbed children and/or youth currently at risk of requiring an out of home setting [e.g., psychiatric hospital or Short-Term Residential Therapeutic Program (STRTP)] or transitioning from such a program. This population includes, but is not limited to, those who are dependents or wards of the Juvenile Court pursuant to sections 300 and 602 of the Welfare and Institutions Code (WIC). These children and youth may be unserved, underserved, and/or inappropriately served through other programs.

Additionally, a priority population for the HFW program services are children and youth who request assistance through the Family Urgent Response System (FURS).

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 RFP 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 the following United States General Services Administration's System for Award Management website https://www.sam.gov). 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. See **Attachment Q** for details.

IV. PROGRAM REQUIREMENTS (SCOPE OF WORK)

A. Definitions

1. The terms Proposer, Contractor, Provider, or Vendor/Applicant are used interchangeably throughout this document referring to the entity submitting a response and may subsequently become a Contractor.

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

3. Definition of 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.

4. Access and Linkage to Treatment or Strategy – A set of related activities to connect children, transitional age youth (TAY), adults and older adults with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in the onset of these conditions are practicable, to medically necessary care and treatment, including, but not limited to care provided by county mental health programs.

5. Adverse Childhood Experiences (ACES) – ACES are difficult experiences that happen to us as children and may be traumatic. Childhood trauma can impact our health later in life. An

ACEs score can be determined by adding together how many traumas a person has experienced before their 18th birthday. The higher the ACEs score, the more likely you are to develop health impairments as an adult. Early intervention is key in reducing the harmful impact of ACEs and promoting resilience.

6. Accessibility – Ease of obtaining services, measured by addressing geographical, travel, and other barriers.

7. Assembly Bill (AB) 403 (Chapter 773, 2015) – AB 403 (2015) is designed to restructure the current foster care system and make certain that youth in foster care have their day-to-day physical, mental, and emotional needs met.

8. Assembly Bill (AB) 1299 (Ridley-Thomas, Chapter 603, AB 1299 (2016)) – Established presumptive transfer. Presumptive transfer means a prompt transfer of the responsibility for providing or arranging and paying for SMHS from the county of original jurisdiction to the county in which the foster child or youth resides. Presumptive transfer is intended to provide children and youth in foster care who are placed outside their counties of original jurisdiction timely access to SMH, consistent with their individual strengths and needs, and Medicaid Early and Periodic Screening, Diagnostic, and Treatment requirements.

9. American Society of Addiction Medicine (ASAM) – A professional medical society founded in 1954 that represents physicians, clinicians, and other professionals specializing in addiction medicine. ASAM is dedicated to improving access to high-quality, evidence-based prevention, treatment, and recovery services for substance use disorders. The organization promotes education, research, and advocacy to advance the understanding and care of addiction as a chronic, treatable medical condition.

10. ASAM Screening Tool – A standardized instrument developed by ASAM to help identify individuals who may need a comprehensive assessment for substance use disorders. It is designed as an initial, brief screening that evaluates key risk factors and indicators related to substance use, withdrawal potential, co-occurring conditions, and readiness for change. The tool supports clinicians and care systems in determining whether a full assessment using the ASAM Criteria is warranted, ensuring consistent, evidence-based decisions about treatment needs and appropriate levels of care. As a Full Service Partnership, High Fidelity Wraparound Programs must incorporate the ASAM Screening Tool.

11. Behavioral Health Services Act (BHSA) – Proposition 1 Behavioral Health Services Act (BHSA): The BHSA, passed in 2024, replaces the Mental Health Services Act (MHSA) of 2004. The MHSA imposed a 1 percent tax on personal income over $1 million to serve individuals with serious mental illness (SMI) and individuals that may be at risk of developing serious mental health conditions. The BHSA reforms funding to prioritize services for people with the most significant mental health needs, while adding the treatment of substance use disorders (SUD), expanding housing interventions, and increasing the behavioral health workforce. It enhances oversight, transparency, and accountability at the state and local levels.

12. Best Practice Principles – Underlying principles inherent in a “family centered model” that includes:

1. The provision of community-based services and supports.
2. Focusing on the family setting by partnering with families.
3. A dyadic approach to treatment with the parent and child.
4. Consumer-driven services that ensure access, voice, and choice for parents and children in the design, delivery, and evaluation of services.
5. Drawing attention to family and child strengths in developing individualized Child and Family Service Plans.
6. Providing individualized services and support to the unique needs of each child and family.
7. Flexibility in location, time, planning, service response, and funding.
8. Establishing community-wide collaboration in service design and system evolution, including parents, mental health, juvenile justice, education, social welfare, and cultural stakeholders in the community.
9. Measurable accountability and outcome-driven individualized service plans.
10. The provision of culturally relevant/competent services by tailoring responses to family culture, values, norms, strengths, and preferences. The Contractor will provide DBH with fiscal year reports (frequency and form to be provided by DBH on "Consumer Focus Groups" to improve accessibility to SMHS by identifying and removing barriers to treatment).

13. California Department of Social Services (CDSS) – Provides oversight of California's statewide social services programs, including child welfare services through the Mental Health Services Division.

14. California Advancing and Innovating Medi-Cal (CalAIM) – A DHCS initiative to implement a broad range of Medi-Cal program service delivery and payment reforms. https://www.dhcs.ca.gov/pages/BH-CalAIM-webpage.aspx.

15. Case Management (EPSDT Medi-Cal) – Refers to services that assist a beneficiary to access needed 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; placement services; 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.

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

17. Child and Adolescent Needs and Strengths (CANS) – San Bernardino (SB) – A multi-purpose tool developed in collaboration with John Lyons, Ph.D. and is based upon the CANS-Comprehensive Multisystem Assessment, which allows for communication and assessment

of a child's functioning in a board array of categories, support decision making, improve level of care and service planning, facilitate quality improvement initiatives, and allow for the monitoring of outcomes of services. CANS-SB is a slight modification of the CANS-Comprehensive Multisystem Assessment. Contractors are required to utilize the CANS-SB and participate in ongoing review of implementation and data analysis. NOTE: CANS-SB incorporates all items that are required for both the CANS-50 and Integrated Practice CANS (IP-CANS).

18. Child-centered – A value of the Model of Care that demands all decisions are made in the best interest of the child.

19. Children/Youth – This term as used throughout this RFP refers to potentially eligible individuals. HFW has traditionally been available for qualifying individuals aged zero (0) to twenty-one (21) but is now expanded. BHSA indicates that HFW shall be available for qualifying individuals aged zero (0) to twenty-five (25) (i.e., eligibility ends upon 25th birthday). For EPSDT coverage this term is used to describe beneficiaries 0 to 21 years of age.

20. Child and Family Team (CFT) – Public agency representatives and individuals with natural supportive relationships with the child or youth's family that are engaged, through team-based processes, to identify the strengths and needs of the child or youth and their family and to assist in achieving positive outcomes for safety, permanency, and wellbeing. The youth and family are active members of the CFT and serve a key role in identifying other CFT members. In order to ensure family voice, choice, and ownership of the individualized service plan, every effort shall be made to ensure family members and family representatives constitute a minimum of 50% of the CFT. The CFT is an integral part of HFW, supporting the youth and family by guiding the HFW process and participating in HFW plan of care implementation and is intended to be inclusive of multiple formal support systems a youth may need as well as the community-based and natural supports surrounding the family.

21. Child and Family Team Meeting (CFTM) – The formal meeting of the CFT. The output of this meeting will be a CFTM Summary and Action Plan. This will be documented in a variety of means, including but not limited to, appropriate documentation in the youth's medical record and on the CDSS SOC 96 form (SOC 96 (8/25) - Child and Family Team Meeting (CFTM) Summary and Action Plan).

22. Children and Family Service (CFS) – The County department that administers programs designed to address child abuse and neglect issues. CFS provides family centered programs and services that are designed to strengthen, preserve, and ensure children have access to safe and permanent family units. CFS provides support for families while working to reduce risk and harm to children, improving parenting skills, and developing strong social support networks for families.

23. Children and Youth Collaborative Services (CYCS) – The primary centralized children's administration for DBH programs through which the Department of Behavioral Health collaborates with other County agencies and community-based providers to meet the mental health needs of children. CYCS is comprised of 6 distinct coordinating service branches: CCICMS, AB 1299 Unit, Juvenile Court Behavioral Health Services (JCBHS), the Healthy

Homes Programs, the mental health staffing at the Children's Assessment Center (CAC), and Qualified Individual (QI) Unit.

24. Children/Youth at Risk of or Experiencing Juvenile Justice Involvement – Those with signs of behavioral/emotional problems who are at risk of or have had any contact with any part of the juvenile justice system, and who cannot be appropriately served through Community Services and Supports (CSS).

25. Children/Youth at Risk for School Failure – Those at risk for school failure due to unaddressed emotional and/or behavioral problems.

26. Children/Youth in Stressed Families – Children and youth placed out of home or those in families where there is substance abuse or violence, depression or other mental illnesses, or lack of caregiving adults (e.g., as a result of a serious health condition or incarceration), rendering the children and youth at high risk of behavioral and emotional problems.

27. Children's Assessment Center (CAC) – A public/private partnership between San Bernardino County and Loma Linda University Children's Hospital which provides forensic interviews and evidentiary medical examinations to assist in the evaluation of child abuse allegations. Referrals from CAC are prioritized to ensure an assessment is started as soon as possible.

28. Children's Network – An organization that concerns itself with at-risk children who are defined as minors who, because of behavior, abuse, neglect, medical needs, educational assessment, and/or detrimental daily living situations, are eligible for services from one or more of the member agencies of the Children's Network. The overall goal of the Children's Network is to help at-risk children by improving communications, planning, coordination, cooperation, and integration among youth-serving agencies.

29. Children's Crisis Continuum Pilot Program (CCCP) – Provides a framework for a highly integrated continuum of care for foster youth with high acuity needs. The CCCP builds upon a theory of change that involves a provider having the ability to direct the entire continuum of services from the highest levels of care to a family-based home and having the capacity to provide services throughout the continuum. The purpose of the CCCP is to fully integrate the system of care for foster youth enabling a seamless transition between service settings and to provide stabilization and treatment to foster youth with high acuity needs within the least restrictive setting possible.

30. Collateral (EPSDT Medi-Cal) – A contact with one or more significant support person in the life of the beneficiary, which may include consultation and training to assist in understanding of mental illness, the behaviors, and symptoms being targeted. 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. This service can be delivered either face-to-face or by phone. NOTE: Per CalAIM payment reform there is no longer a specific code to capture collateral activities, but this activity is included within other billable service codes. An example is Intensive Care Coordination, which includes collateral actions.

31. 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)].

32. Commercial Sexual Exploitation of Children (CSEC) – Occurs when individuals buy, trade, or sell sexual acts with a child (Refer to http://www.missingkids.com for additional information).

33. Community-Based – The concept of children and families receiving formal services whenever possible in the community where they live. This will enable them to live, learn, and grow safely, competently and productively in their families, neighborhoods, and natural environment.

34. Community and/or Practice-Based Standard – A set of practices that communities have used and determined to yield positive results by community consensus over time, which may or may not have been measured empirically.

35. Continuum of Care Reform (CCR) – The legislative modifications to the services available to Dependents under the authority of Child Welfare which includes modifications to authorization of guardians (i.e., Resource Family Authorization), expansion of required core services from Foster Family Agencies (FFAs), and transition from a Rate Classification Level (RCL) Group Home facilities to Short-Term Residential Therapeutic Programs (STRPs).

36. Coordination of Care – To deliver care to and coordinate services for all clients 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 with 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 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].

37. Cost Effectiveness – Achieving the desired goal with the minimum expenditure.

38. County – County as used throughout this document, including its possessive form (County's), refers to San Bernardino County.

39. County's billing and transactional database system – The centralized data entry system used by DBH for patient and billing information.

40. Crisis – An unplanned event that results in the individual's need for immediate service intervention.

41. Cultural Relevance (Cultural Competency) – The acceptance and understanding of cultural mores and their possible influence on the client's issues and/or behavior, i.e., using the understanding of the differences between the prevailing social culture and that of the client's family to aid in developing individualized supports and services.

42. Department of Behavioral Health (DBH) – Under state law, DBH provides mental health and/or SUD treatment and prevention services to County residents. To maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour residential treatment, day treatment, outpatient treatment services, case management, recovery centers and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.

43. Department of Health Care Services (DHCS) – Provides oversight of statewide public mental health services through the Mental Health Services Division. Its 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 Behavioral Health Services Act service implementation.

44. Dependents – A general term to refer to children who have an open child welfare case. This population was historically, but less accurately, referred to as foster children.

45. Discharge – A term used to signify that a child is no longer enrolled in HFW. Possible reasons for discharge are 1) Child moved out of the County, 2) Child's court case closed, 3) Child aged out of the County system, 4) Caregiver decision, 5) Case manager decision, 6) Child ran away, 7) Child arrested/incarcerated, 8) Graduation. NOTE: Children/Youth discharged from HFW may continue to participate in EPSDT Medi-Cal services from the vendor in order to meet their needs and facilitate a transition. Notice of discharges from HFW will be reviewed in ASC to ensure that ICPM guidelines are being followed related to teaming and transitioning to additional services.

46. Early and Periodic Screening, Diagnostic, and Treatment program (EPSDT) Medi-Cal – A federally mandated Medicaid option that requires states to provide screening, diagnostic, and treatment services to persons under age twenty-one (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 Proposal, EPSDT Medi-Cal Rehabilitative Mental Health Services activities may include:

    1. Assessment
    2. Plan Development
    3. Care Coordination
    4. Crisis Intervention
    5. Case Management
    6. Intensive Care Coordination (ICC)
    7. Intensive Home-Based Services (IHBS)
    8. Rehabilitation

9. Therapy

EPSDT services, may not be billed while the child is in a psychiatric inpatient hospital setting, except for ICC, solely for the purpose of coordinating placement of the child/youth on discharge from those facilities.

47. Effective Methods – Service methods that are likely to bring about intended outcomes. Effective methods include:

    1. Evidence-based practice standard
    2. Promising practice standard
    3. Community and/or Practice-based evidence standard

48. Eligible Child/Youth – A child or youth, aged zero (0) through twenty-four (24) years of age, who meets criteria for the HFW Service Package as defined by DHCS. Eligibility will be, in part, established through a HFW Decision Support Criteria (DSC) tool. This DSC will be based upon ratings of items within the CANS. DHCS will provide more details on this process; however, it is expected that an eligible child or youth will meet medical necessity criteria for Medi-Cal and have a much higher than average level of needs, as evidenced across multiple domains.

49. Flexible Funds – Non-Medi-Cal funds used to support the individual needs of the children and youth enrolled in HFW. These funds are overseen through a collaboration between the HFW agency and the HFW Interagency Support and Engagement Team. The specific arrangement of these funds is being established by DHCS and CDSS.

50. Emily Q – As a result of a Judgement and Permanent Injunction in a court case entitled Emily Q. v. Bontá (C.D. Cal. 2001, CV 98-4181 AHM), the Department of Mental Health and Mental Health Plans must provide Therapeutic Behavioral Services (TBS) as a EPSDT Medi-Cal reimbursable supplemental specialty mental health service. The State of California Department of Mental Health was ordered to take specific steps to increase access and utilization of TBS. Children and youth who appear to qualify for services must be assessed.

51. Evaluation – An appraisal of the individual's community functioning in several areas including living situation, daily activities, social support systems, and health status. Cultural issues may be addressed where appropriate.

52. Evidence-Based Practices Standard – Activities for which there is scientific evidence consistently showing improved mental health outcomes for the intended population including, but not limited to, scientific peer-reviewed research using randomized clinical trials.

53. Facilitator – The primary contact person for the Wraparound family. Together with the client's family and its natural team members, the Facilitator serves as the hub of the Wraparound process and collaboratively orchestrates the development of the Individualized Child and Family Plans. Each Facilitator has a minimum of a bachelor's degree in a social-service related area (e.g., Special Education, Social Work, Family Therapy, Psychology, or Criminal Justice) and two years of experience in one or more of those areas. A Master's degree is highly preferred. The Ratio of Facilitators to Wraparound families is one (1) to eight (8). Note: Implementation of the Integrated Core Practice Model requires the Facilitator to provide, bill,

and appropriately document Intensive Care Coordination (ICC) services. Additionally, the Facilitator will most often function as the ICC Coordinator.

54. Faith-Based Organization – Charitable or social service organizations that, literally, are based in faith of a particular religion or denomination. However, the consumer of these services is not required to adhere to or participate in the religious activities of organization.

55. Family-Centered – The needs of children are addressed in the context of their families. Parents, or other persons, who are the primary or natural caregivers for the children participate in all aspects of the development and implementation of the plan of support and services, to the degree they are able, and to the extent permitted by any outstanding orders of the court.

56. Family First Prevention Services Act (FFPSA) – A federal law passed in 2018 designed to enhance support services to families to help children and youth remain at home and reduce the use of congregate care placements by increasing options for prevention services, increased oversight, and requirements for placements, and enhancing the requirements for congregate care placement settings. FFPSA amends the Title IV-E foster care program and revises Title IV-B, subparts 1 and 2 programs.

57. Family/Parent Partner – Family and/or parents, who are hired as staff, that have personal experience with a child with a serious emotional disturbance, 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 family, to stand side-by-side with the client family, offer tools to strengthen, coach, educate, and provide connections to, and navigation of, services. The duties and responsibilities of Parent Partners are either administrative or claimable as an allowable billable service, but not both.

58. Family Search and Engagement (FSE) – FSE, also called Family Finding, is 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.

59. Family Setting/Types – Any family setting where there is a relative or caregiver interested in strength-based services and willing to work toward permanency. This could include parents, relative placements, guardianships, resources homes and/or foster homes.

60. Family Specialist – A person who holds an Associate of Arts, Bachelor of Arts, or Bachelor of Science degree and/or has extensive experience working with youth who have emotional and/or mental health issues. As the Facilitator coordinates the process, the Family Specialist helps the family maintain or develop stability. The Family Specialist 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. Historically, implementation of the Integrated Core Practice Model requires the Family Specialist to provide, bill, and appropriately document ICC and, most

likely, IHBS. However, if the Monthly HFW Rate is being claimed, then these activities will be tracked to support the monthly rate, but will not be claimed independently.

61. Family Urgent Response System (FURS) – A coordinated statewide and county-level system designed to provide collaborative and timely state-level phone-based response and county-level in-home, in-person mobile response during situations of instability, to preserve the relationship of the caregiver and the child or youth.

62. Federally Eligible Child – A financial determination for funding placement and services based on the financial circumstances of the child's parent/custodian at the time a child is taken into protective custody.

63. File Transfer Protocol (FTP) – A network protocol for transmitting files between computers over Transmission Control Protocol/Internet Protocol (TCP/IP) connections.

64. Flex Funds – Children and youth enrolled in HFW will have all flexible funding needs met through the flexible funding structure provided by the County, including the delegation of some authority to the Contracted Agency.

65. Formal/Professional Resources, Services, and Supports – Traditional social service options administered by professionals (e.g., counseling, psychological evaluations, parenting classes, and anger management training).

66. Foster Care – A temporary placement, which assists children in preparing for return to their birth parents or for a more permanent placement, such as adoption or guardianship. Social workers visit the home on a regular basis to provide services to support the children's needs. Foster parents and Resource Parents receive ongoing financial and medical assistance for the child.

67. Full Service Partnership (FSP) – A specific type of service/program available within BHSA whose broad ranging parameters are used to meet the needs of multiple populations (e.g., children, TAY, Homeless Adults, Elder Adults). The requirements of an FSP are met through the HFW program included in this RFP.

68. 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 0.50, and a quarter-time person is 0.25.

69. Graduation/Completion – Signifies that a child is no longer enrolled in a Wraparound slot and the child/family met all Wraparound goals upon the child's termination from the program.

70. Health Insurance Portability and Accountability Act (HIPAA) of 1996 – A federal law designed to provide privacy and information security standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals, and other health care providers (45 CFR Parts 160 and 164).

71. High Fidelity Wraparound (HFW) – A collaborative, family-centered approach to support children and youth with complex needs. It is designed to provide personalized, community-based services in an environment where healing and growth can take place. It aims to deliver comprehensive, coordinated care by creating a team with youth, families, natural supports,

professionals, and other community resources who engage in the development and implementation of a plan of care.

72. HFW Certification – A certification process managed by the University of California at Davis (UC Davis). All providers of HFW must be certified by UC Davis. Applicants for this RFP must provide evidence of their certification or evidence they are engaged in the process of certification.

73. HFW Community Leadership Team – A committee, under the authority of the Interagency Leadership Team (ILT), comprised of CFS, Probation, Native American Tribes, and HFW Providers. It provides administrative oversight for the Wraparound contractor(s). This committee will assume some of the tasks formally accomplished by the Administrative Sub-Committee (ASC); however, the requirements under HFW are different from previous Wraparound programs so it will be developed as new requirements are clarified. HFW Community Leadership Team meets on a weekly basis and includes representatives from CFS, DBH, Probation, Native American Tribes, Wraparound contractors, and others responsible for monitoring HFW.

74. HFW Facilitation and Coordination – The initiation of, care planning for, and coordination of HFW for youth and their families. The HFW Facilitator in cooperation with the youth and caregiver works with a CFT to help the youth and family understand the CFT function and HFW process, identify immediate safety needs, develop and coordinate activities within an individualized plan of care, and establish coordination across involved child serving systems (e.g., mental health, child welfare, juvenile justice, schools, and courts) and community agencies.

75. HFW Geographic Service Options – One (1) of the six (6) service area alternatives covered in this RFP, for which services are to be provided by contracts resulting from this RFP. Proposers may propose to provide services for any or all of the six (6) service options. Alternatively, proposers may propose to provide services for a specific portion of one of the service options. See “HFW Geographic Service Options” (**Attachment O**).

76. HFW Service Package – A description of services considered essential in the delivery of HFW. The HFW Service Package includes activities covered by the Monthly HFW Rate as well as additional individualized services captured as additional SMHS provided to the youth and families.

77. Monthly HFW Rate – A collection of service activities, defined by DHCS that incorporates core aspects of HFW, are provided by certain HFW team members, and is part of the HFW Service Package. This was previously referred to as “HFW Bundled Rate.” This monthly service rate does not cover all required activities within this contracted program.

78. Individualized Child and Family Plan (ICFP) – ICFP, also known as Individualized Service Program (ISP), is a flexible, creative approach of plan to care/treatment for clients based on assessment of needs, resources, and family strengths with the ultimate goal of promoting the self-sufficiency of the family in dealing with their unique challenges. An ICFP reflects the best possible fit with the culture, values, and beliefs of the client and family/caregiver(s) and the referring agency’s safety concerns. Formal and informal supports and services will be used to meet the unique needs of each child and family. ICFPs must be approved by the HFW

Community Leadership Team within 60 days of the Wraparound start date and subsequent plans must be approved at 6-month intervals beginning with the Wraparound start date. Child and Family Service Plan format shall be provided by the County and shall include, but not be limited to:

1. Date Wraparound case assigned to Contractor, Date Individualized Child and Family Plan (ICFP) completed, and Date ICFP approved.
2. Child and Family Team's Goal Statement.
3. Specific needs and applicable life domains.
4. Effect of abuse/neglect suffered prior to placement and how past abuse/neglect currently affects the child's placement.
5. Types of actions or interventions and responsible party.
6. Service provider(s).
7. Family and Team Member strengths.
8. Estimated date(s) of completion for actions and/or interventions.
9. Progress and outcomes in prior month(s).
10. Continuing service(s) based on current stated needs.
11. Discontinued service(s) and reason for discontinuation:
    a. Effective, therefore services no longer needed.
    b. Ineffective, therefore services no longer needed.
    c. Other reason(s) service(s) no longer needed.
12. Added service(s) and reason.
13. Funding source for actions and/or interventions.
14. Service cost by child and family unit and by monthly total.
15. Family Finding services and status.

79. Individualized Service Plan (ISP) – See Individualized Child and Family Plan (ICFP).

80. Informal/Natural Resources, Services, and Supports (aka Informal Support System) – Individuals and systems outside of the formal supports provided by agencies (e.g., child welfare, school system, or mental health systems of care) that are essential to a family's independent development. The intention is for the Informal Support System to continue to be available to the child and family after graduating out of formal support systems.

81. Inland Regional Center (IRC) – An agency, contracted through the California Department of Developmental Services, which provides services to qualifying children and adults diagnosed with autism, an intellectual disability, and/or cerebral palsy.

82. 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 multiple systems of care. ICPM is further defined in the DHCS manual,

Pathways to Mental Health Services Core Practice Model Guide (https://cdss.ca.gov/inforesources/the-integrated-core-practice-model).

The values and principles of ICPM are:

- Children are first and foremost protected from abuse and neglect, and maintained safely in their own homes.
- Children have permanency and stability in their living situation.
- Parent/Family voice, choice, and preference are assured throughout the process.
- Wraparound is a community-based effort.
- Services are needs driven, strength-based, trauma-informed, and family-focused from the first conversation with, or about, the family.
- Services are developmentally appropriate, individualized, and tailored to the strengths and needs of each child and family.
- Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
- 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.
- Services are culturally competent and respectful of the culture of children and their families.
- Service and supports are provided in the child and family's community.

83. Intensive Care Coordination (ICC) (EPSDT Medi-Cal) – Includes a service that is responsible for facilitating assessment, care planning, and coordination of services, including urgent services for children and youth who meet the Katie A. Subclass criteria. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass members (http://dhcs.ca.gov/Documents/KatieAMedi-CalManual3-1-13FinalWPREFACE.pdf) for additional information.

84. Intensive Care Coordinator (ICC) – 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 addresses the child/youth's needs and strengths in the context of the values and philosophy of the Integrated Core Practice Model (ICPM). Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC). See http://www.dhcs.ca.gov/Documents/KatieAMedi-CalManual3-1-13FinalWPREFACE.pdf for additional information.

85. Interagency Placement Council (IPC) – Consists of representatives from County and CBO child-serving agencies who review and assist in facilitating wards and dependents access of needed care. The intent is to link youth to needed high-level services rapidly, including residential and FSPs. IPC additionally screens and assesses referrals for children placed in congregate care, Community Treatment Facility (CTF), and out of state. The County

agencies consist of DBH, CFS, Probation, County schools, Inland Regional Center, and Children's Network.

86. 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/youth in California who are either in foster care or at imminent risk of coming into care. A settlement agreement was reached in December of 2011, which is implemented through the Integrated Core Practice Model.

87. LGBTQ – An acronym referring collectively to lesbian, gay, bisexual, transgender, and questioning people. For LGBTQ people, social stigma and systemic discrimination based on sexual orientation and gender identity have led to decades of lack of access to adequate, affirmative, and culturally competent support services. In order for the LGBTQ community to gain equitable access to the full continuum of health promotion, prevention, and treatment services, DBH recognizes the necessity to be able to effectively address the needs of distinct populations within the population.

88. Licensed Practitioner of the Healing Arts (LPHA) – An LPHA possesses a valid California clinical license in a professional category, including Physician, Licensed Clinical Psychologist, Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, and/or Registered Nurse. LPHAs conduct formal mental health assessments as part of the ICPM Screening and Assessment phase.

89. Life Domains – Areas of basic human needs such as Family Relationships, Living Environment, Educational, Vocational/Work, Social/Recreational, Financial, Cultural, Emotional/Psychological, Medical/Health, Spiritual, Safety, and Legal.

90. Medical Necessity Criteria (EPSDT Medi-Cal) – For individuals under twenty-one (21) years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) or Title 42 of the United States Code. This section requires provision of Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Federal guidance from the Centers for Medicare & 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 are medically necessary and covered as EPSDT services. Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary's presenting condition [42 C.F.R. §§ 456.5 and 440.230(b)].

    DHCS Behavioral Health Notice No. 21-073 provides additional specifics about beneficiaries under 21 years of age needing to meet either of the following criteria, (1) or (2) below:

    1. 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,

2. The beneficiary meets both of the following requirements in (a) and (b) below:
    a. The beneficiary has at least one of the following:
        i. A significant impairment.
        ii. A reasonable probability of significant deterioration in an important area of life functioning.
        iii. A reasonable probability of not progressing developmentally as appropriate.
        iv. 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.
    b. The beneficiary's condition as described in subparagraph (2) above is due to one of the following:
        i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
        ii. A suspected mental health disorder that has not yet been diagnosed.
        iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

91. Mental Health Services Act (MHSA) – The passage of Proposition 63 during November 2004 provided the first opportunity in many years for the Department of Health Care Services to provide increased funding, personnel, and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults, and families. The Act addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology, and training elements that will effectively support the system. MHSA was replaced by the Behavioral Health Services Act (BHSA) as of July 1, 2026.

92. Multidisciplinary Team (MDT) – The team that brings representatives from various County agencies together to work collaboratively.
    1. Members of an MDT are united by the realization that child and family issues have complex causes and a serious impact on society.
    2. 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.
    3. Formal written agreements, protocol, and/or guidelines signed by authorized representatives of all team components allow for routine sharing of information among team members.

93. National Culturally and Linguistically Appropriate Services (CLAS) Standards – A set of standards established by the Centers for Medicare and Medicaid Services (CMS) intended to promote health, improve quality, and help eliminate health care disparities by establishing a blueprint for health care organizations to provide effective, understandable, and respectful quality care and services (See https://thinkculturalhealth.hhs.gov/clas).

94. Needs-Driven Services – A treatment determined through the formal assessment of child/youth and family needs. Family expression of needs is a valuable component in this process.

95. Non-Stigmatizing and Non-Discriminatory – Promoting, designing, and implementing programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.

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

97. Pediatric Symptom Checklist – 35 (PSC-35) – A psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so appropriate interventions can be initiated as early as possible. Parents/caregivers will complete PSC-35 (parent/caregiver version) for children and youth from three (3) years of age to eighteen (18) years of age.

98. Permanency – A state in which the child or youth in connected to "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." This definition was developed by the California Permanency for Youth Project (CPYP) which has now transitioned to the National Institute for Permanent Family Connectedness (NIPFC). A permanent relationship probably exists if:

    1. The youth is included in family vacation plans, visits to relatives, and holiday celebrations.
    2. The youth resides with the adult, has plans to reside with the adult after leaving foster care or at least know he/she always has a permanent place to stay.
    3. The adult offers the same level of mentoring, career counseling, and emotional and financial support as is offered to the adult's other children.
    4. Both the adult and youth are committed to the permanent connection relationship.
    5. In all ways, the youth is treated as a member of the family.

99. Placement or Location Change and Discharge Form – The form used to indicate the location, start and end dates of a child's placement during Wraparound, and the Wraparound end date.

100. Presumptive Transfer of Medi-Cal (AB 1299) – An Assembly Bill involved in Welfare & Institutions Codes 14714 and 14717.1. Presumptive transfer of Medi-Cal occurs when a child or youth with an open child welfare case is placed outside of their County of Jurisdiction

unless there has been a waiver of presumptive transfer completed. Vendors are expected to comply with the requirements of AB 1299 and work collaboratively with child welfare agencies from other counties as needed.

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

102. Request for Proposal (RFP) – The document used to solicit a solution, or solutions, from potential Vendors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer are evaluated in addition to the proposed price.

103. Respite Care - A service provided and paid for by the Contractor(s) to ensure placement stability. It gives temporary relief to the caregiver from the ongoing responsibility of caring for a child in Wraparound placement. Respite care is limited to five (5) days per fiscal year and must be provided by a licensed facility. Respite care can be extended with extraordinary circumstances upon Deputy Director approval.

104. Resource Family/Parent – In accordance with the Continuum of Care Reform, families taking on the responsibility of caring for dependents shall be approved through the Resource Family Approval process, which includes a specific amount of training and orientation. Resource Families will be replacing foster families as CCR is implemented.

105. Risk Factors – Conditions or experiences that are associated with a greater than average risk of developing a potentially serious mental illness. Risk factors include, but are not limited to, biological including family history and neurological, behavioral, social/economic, and environmental.

106. 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.

107. Safety Plan – A written plan developed with the Child and Family Team that provides the child and family/caretaker with action plans, contacts, responses, and responsibilities to address specific crises that a Child and Family Team can reasonably predict while enrolled in Wraparound. Safety Plans for children with histories of suicidal behaviors, violence, sexual acting out, delinquency, and plans involving family members with histories of substance use disorders and other problems shall address those specific behavioral issues and triggers to ensure that these behaviors are mitigated and/or controlled. In addition to the child's family, all CFT members and service providers, as appropriate, must be informed of these plans so they can be knowledgeable of the crisis management strategy and how to contact the Wraparound service provider. The safety plan is developed and signed by all applicable members of the Child and Family Team and must be approved by the ASC within one month of Wraparound start date.

108. Satisfaction Survey – A survey designed to measure the child's/youth's, the family's, and/or the referring Department's overall satisfaction with the services rendered. Satisfaction

Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

109. Senate Bill (SB) 163 (Chapter 795, Statutes of 1997) – SB 163 (1997) created a five (5) year pilot project that allowed counties to use State Foster care dollars in a flexible manner to provide Wraparound services to eligible children and their families as an alternative to congregate care placements. In August 2001, Gov. Davis signed AB 429 that removed the sunset of SB 163 (1997) and made Wraparound a permanent program in California. In 2010, Gov. Schwarzenegger signed AB 1758 removing the designation of Wraparound as a pilot project and making conforming changes.

110. Self-Sufficiency – A term signifying that the Wraparound child's family is able to secure the services and supports to meet its needs in the future without the continued assistance of Wraparound services.

111. Seriously Emotionally Disturbed (SED) – Refers to minors under twenty-one (21) years of age who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, which results in behavior inappropriate to the child's age according to the expected developmental norms. Members of this target population shall meet one or more of the following criteria:

    1. As a result of the mental disorder the child has substantial impairment in at least two (2) of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following occurs:

        a. The child is at risk of removal from home or has already been removed from the home.

        b. 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.

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

        d. The child has been assessed pursuant to Article 2 (commencing with Section 56320) of Chapter 4 of Part 30 of Division 4 of Title 2 of the Education Code and determined to have an emotional disturbance, as defined in paragraph (4) of subdivision (c) of Section 300.8 of Title 34 of the Code of Federal Regulations.

112. Sex Trafficking – 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)]. Sex trafficking is "the recruitment, harboring, transportation, provision, or obtaining of a person for the purposes of a commercial sex act in which the sex 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."

113. Short-Term Residential Therapeutic Program (STRTP) – Established effective January 1, 2017 by Assembly Bill (AB) 403. STRTPs are residential facilities operated by a public agency or private organization that provide short-term, specialized, and intensive treatment, and twenty-four (24) hour care and supervision to children and non-minor dependents. Care

and supervision provided by a STRTP include mental health services, crisis intervention, medication support, targeted case management, and access to other mental health services based on individual needs.

114. Special Incident – Term to identify a significant event in a Wraparound child's life while the child is enrolled in the Program. Significant events may include, but are not limited to, a child or family member's death or injury; occurrence/suspicion of abuse; hospitalization; delinquent acts, violence, or property damage. The staff member learning of the incident completes the LIC 624 – Unusual Incident/Injury Report, notifies the case manager and the Wraparound Program Coordinator by the next working day, submits the written report within seven (7) days of occurrence, and retains a copy of the report in the client's file.

115. Specialty Mental Health Services – Individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive.

    1. Assessment – A service activity designed to evaluate the current status of a child's 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 clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

    2. Crisis Intervention – A quick emergency response service enabling the individual and/or family, support system and/or involved others to cope with a crisis, while maintaining his/her status as a functioning 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 individual'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, evaluation, collateral, and therapy (all billed as crisis intervention).

    3. Intensive Home-Based Services (IHBS) – Services that include intensive, individualized, strength-based, and needs-driven intervention activities that support the engagement and participation of the child/youth and significant others and help the child/youth develop skills and achieve the goals and objectives of the plan. IBHS (EPSDT Medi-Cal) may only be provided to children and youth who meet the Katie A. Subclass criteria. IHBS (EPSDT Medi-Cal) must be agreed upon within a Child and Family Team process. However, this agreement is no longer required to take place during a meeting. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members (https://www.dhcs.ca.gov/Documents/ChildrensMHContentFlaggedForRemoval/Manuals/Medi-Cal_Manaul_Third_Edition.pdf) for additional information.

The provision of IHBS must be authorized by DBH ACCESS unit prior to initiating IHBS in accordance with DBH prior authorization procedures. Any extension of services must also be authorized by DBH.

4. Medication Support Services – Services that include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals 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, family, or significant support persons).
    e. Plan development related to the delivery of this service.
5. 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.
6. Rehabilitation – A service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring a child's/youth's or group 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 an individual's functional skills, social skills, medication compliance, and support resources.
    b. Age-appropriate counseling of the individual and/or family, support systems, and others involved.
    c. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
    d. Medication education for family, support systems, and involved others.
7. Targeted Case Management (TCM) – Intensive Care Coordination (ICC) – Targeted case management services designed to capture the time spent working with children being served by multiple agencies. This includes assessment of strengths and needs, care planning, and coordination of services, including urgent services for children and youth who meet the Katie A. Subclass criteria. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members (https://www.dhcs.ca.gov/Documents/ChildrensMHContentFlaggedForRemoval/Manuals/Medi-Cal_Manaul_Third_Edition.pdf) for additional information.
8. Targeted Case Management (TCM) – Linkage and Consultation – Services that assist a beneficiary to access needed 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; placement services; and plan development. TCM 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.

9. Therapeutic Behavioral Services (TBS) – One-to-one behavioral mental health services 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 (full scope Medi-Cal). Prior authorization from the Mental Health Plan is required. Current Contractor will update new Contractor staff on status of cases and introduce them to the child and family. NOTE: Inclusion of TBS is a mental health requirement for all proposals. The provision of TBS must be authorized by DBH ACCESS unit prior to initiating TBS in accordance with DBH prior authorization procedures. Any extension of TBS services must also be authorized by DBH.

10. Therapy – A service activity that may be delivered to an individual or group of individuals and may include family therapy (when the individual is present). Therapeutic interventions are consistent with the individual's goals, desired results, and personal milestones and focus primarily on symptom reduction as the means to improve functional impairments.

116. State Bill (SB) 785 – Legislation intended to facilitate the receipt of medically necessary specialty mental health services by a child or youth with Adoptions Assistance Program (AAP) or Kinship Guardianship Assistance Payment (KinGAP) Medi-Cal who is placed outside of their county of jurisdiction. The bill clarifies responsibility for treatment authorizations and transfers the responsibility for the provision of services to the host county while keeping the financial responsibility to authorize and pay for services with the county of jurisdiction.

117. Strategy – A planned and specified method within a Program intended to achieve a defined goal.

118. Strength-Based – The process of developing an Individualized Service Plan (ISP) beginning with an assessment of the strengths of all family members and other individuals involved with the family team. The Plan emphasizes the strengths of the family rather than their problems and deficits. It evaluates and utilizes family strengths in the individualized 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.

119. Subject Matter Experts (SMEs) – The technical experts in Objective Arts program for their agency or program. Only users designated as agency SMEs can access the Objective Arts program.

120. Support Systems – See "Informal/Natural Resources, Services, Supports" and "Formal/Professional Resources, Services, Supports".

121. Target Population for HFW – Children and youth who are eligible for HFW must meet all of the following criteria:

1. Experiencing a disturbance in one or more of the following areas: school, community relations, emotional functioning (SED, if applicable), law enforcement, or family relations.
2. Is currently at risk of requiring an out of home setting [e.g., psychiatric hospital or Short-Term Residential Therapeutic Program (STRTP)] or transitioning from such a program. .
3. Has a family/relative, legal guardian or other significant person in his/her life who is open to participating in a strength-based, family-centered process and resides within or in close proximity to any of the Wraparound geographic service areas, see "HFW Geographic Service Options" (**Attachment O**).
4. Is a San Bernardino Medi-Cal beneficiary.
5. Priority is given to an eligible child under California Welfare and Institutions Code 300 or 602 (i.e., is a dependent or ward of the Juvenile Court).

NOTE: (1) The above criteria exceed the minimum requirements for being a Full-Service Partner. (2) An SED child may not be excluded from participation in Wraparound due to a medical disorder or treatment needs that complicate placement at the lowest level of care (WIC 5600), if applicable.

In addition to the above target population, it is expected children with highly unique needs (e.g., victims of sex trafficking, children with severe eating disorders, children with medical needs) will be included and served appropriately.

122. Training of Caregivers – Training provided to prospective or licensed foster parents, family, or other significant adults in the life of a minor or young adult receiving HFW services.

123. Transformational Collaborative Outcomes Management (TCOM) – A framework into the daily care of mental health consumers within San Bernardino County. The TCOM system was developed by the Praed Foundation in 1998 and specific tools have been modified by DBH and Praed in an effort to ensure that the needs of the County's specific population are addressed. These tools are the Adult Needs and Strengths – San Bernardino and the Child and Adolescent Needs and Strengths – San Bernardino. TCOM:

1. Focuses on change and impact to all levels of activities.
2. Information is integrated into all activities with the consumer, family, and staff as full partner.
3. Measures are relevant to decisions about, and evaluations of, interventions.
4. Information is used to manage services, from an individual consumer level, to supervision, to individual programs, to the entire system of care.

124. Transitional Aged Youth (TAY) – Consumers who are sixteen (16) to twenty-five (25) years of age.

125. 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.

126. Trauma Informed Care (TIC) – Understands and considers the pervasive nature of trauma and promotes healing and recovery environments rather than practices and services that may inadvertently re-traumatize.

127. Treatment Progress Report – A structured report indicating current status, progress in treatment, and expectation of future services.

128. Underserved or Inappropriately Served – Those individuals who are not receiving mental health services, particularly those who are a part of racial ethnic populations that have not had access to mental health services.

129. Unduplicated – When reporting the number of unduplicated clients, an individual client is to be included in the number reported; that individual client shall only be included once for the year, no matter how many times the individual client returns for assistance during the year.

130. Unusual Incident – The term used to identify a significant event in a Wraparound child's life while the child is enrolled in the Program. Significant events may include, but are not limited to, a child or family member's death or injury; occurrence/suspicion of abuse; hospitalization; delinquent acts; violence; or property damage. The staff member learning of the incident completes the LIC 624 – Unusual Incident/Injury Report, notifies the case manager and the Wraparound Program Coordinator by the next working day, submits the written report within seven (7) days of occurrence, and retains a copy of the report in the participant's file.

131. Unusual Incident/Injury Report (Form LIC 624) – The form used to report unusual incidents and/or injuries involving the Wraparound child to the County. From LIC 624 is submitted to the Wraparound Coordinator within seven (7) days of the occurrence as a follow-up to the initial incidence report (usually via telephone or email) which is completed by the next working day. A copy of the report is retained in the participant's file.

132. Victim-Centered Approach – Includes 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 delivery of services in a nonjudgmental manner (http://www.njdcj.org/standar2.htm). Anyone under the age of eighteen (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.

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

134. Welfare and Institutions Code (WIC) – A series of statutes in California that includes programs and services designed to provide protection, support, or care of individuals. The purpose of these statutes 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 to ensure that the rights or

physical, mental, or moral welfare of children are not violated or threatened by their present circumstances or environment.

135. Wraparound Fidelity Index (WFI) – A research tool to assess a Wraparound provider's fidelity to the Wraparound approach.

136. Wraparound Immediate Needs (WIN) Program – An aspect of the forthcoming Tiered Rate Structure that will be implemented by CDSS as of July 1, 2027, and provides dedicated funding and infrastructure for youth in foster care Tiers 2, 3, 3+ to consistently receive HFW along with the full array of services necessary to address their immediate needs.

137. Wraparound Immediate Needs Certification Criteria – In addition to being certified through UC Davis Resource Center for Family Focused Practice, all HFW providers must become certified within the WIN program. Details will be provided by CDSS in the near future.

B. Background

The following background is from DHCS' High Fidelity Wraparound (HFW) Concept Paper, published in July 2025.

"The term "Wraparound" originated in the late 1970s to describe grassroots efforts to provide individualized, comprehensive, community-based care for youth with complex behavioral health needs. The Wraparound model included the creation, implementation, and monitoring of an individualized, community-based, comprehensive care plan driven by the needs of the youth and family. The Wraparound model was developed as a response to service models that have historically (1) separated youth from their families for treatment in residential facilities, and/or (2) added more services and providers without adequate coordination and individualization to identify symptoms and meet the increasing needs of youth.

In the late 1990s, a group of family advocates, providers, and researchers came together to more clearly define the goals and key components of Wraparound, as there was not yet a way to ensure quality across programs or establish a Wraparound evidence-base. Wraparound was further standardized in the early 2000s when the National Wraparound Initiative (NWI) began developing the HFW model and expanding research on HFW's efficacy to establish a basis for service delivery standards. Over the past decade, NWI has engaged national experts to continue to define a standardized practice model, and today, a growing body of research has emerged associating HFW with improvements in mental health, living environment, and social functioning.

The research highlights the importance of adhering to defined Wraparound standards, reflecting that high fidelity to these standards is directly correlated with improved outcomes for young people, including behavior, mental health functioning, caregiver satisfaction, and reduced school absences and suspensions. HFW is also linked to cost savings through reduced emergency room and in patient psychiatric visits. In order to achieve these outcomes, the HFW program must have staff trained in HFW, outcome monitoring, and demonstrated adherence to fidelity standards in line with NWI recommendations."

DHCS, in collaboration with CDSS, is standardizing the expectations of HFW. While DHCS is still clarifying aspects of the new HFW requirements, the focus is on having one HFW program to serve age appropriate Medi-Cal beneficiaries enrolled in the foster care system and those that are not enrolled. Additionally, DHCS has indicated the requirements of the Behavioral Health

Services Act (BHSA), which replaces the current requirements of the Mental Health Services Act (MHSA) on July 1, 2026, specify HFW as the only permissible Children's Full Service Partnership (FSP) program. Historically, in San Bernardino County, there were two (2) programs targeting youth in need of wraparound type services: Senate Bill (SB) 163 Wraparound and Success First/Early Wrap, both of which were FSPs under MHSA. Both programs provided a combination of SMHS and other activities not funded via Medi-Cal. These programs will be concluding upon the awarding of HFW contracts.

Several changes implemented at the state level by DHCS and CDSS impact the provision and funding of Wraparound. These include:

- Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) indicates that HFW is now a required Evidenced Based Practice and considered a service to be made available to Medi-Cal beneficiaries by the local Behavioral Health Plan (BHP).
- Behavioral Health Services Act (BHSA) requires that the only FSP that may be designed to serve children and youth is HFW. The exclusive option of HFW for youth with the need for a FSP is a shift from current implementations of FSPs.
- DHCS is creating a HFW Bundled Rate to cover the core elements of Wraparound. A HFW Bundled Rate for the core elements of Wraparound requires providers to be certified for this new service to be processed by DBH.
- Counties and providers will be required to become certified in HFW through the University of California at Davis system (ACL25-47/BHIN25-027). This will require that HFW be implemented under the oversight of the Interagency Leadership Team (ILT) that was created in compliance with AB 2083.
- The New Foster Care Tiered Rate Structure (TRS) restructures funding for foster youth placement and services. ACL 24-94 creates the Immediate Needs funding category and establishes a tiered funding structure for youth in Wraparound.

In response to these changes, and in consultation with multiple county agencies, it was decided to utilize the HFW program to meet the needs of children and youth that have historically been met through both the Wraparound and Success First/Early Wrap programs.

C. Program Description

1. HFW provides a comprehensive, holistic, evidence-based, youth and family-driven process for responding when youth experience significant mental health or behavioral challenges, including children and youth involved in multiple youth-serving systems. HFW is a team-based Evidence-Based Practice (EBP) that includes an "anything necessary" approach to care for youth with the most intensive behavioral health challenges and is the most frequently used EBP to support this population. HFW is intended to simplify the lives of the youth and family and increase their chances of resiliency and healing in the community by:

    a. Centering care and service planning within the context of a CFT, guided by a trained professional facilitator, led by the voice of the youth and their caregiver(s).

    b. Developing a simple individualized, time-limited plan of care with a structured, creative, and individualized set of strategies that are effective and relevant to the youth and their family.

c. Empowering the youth, family, and natural supports to develop sustainable strategies that allow the youth to remain in school and in the community.

d. Improving caregivers' ability and confidence to identify and address the youth's needs.

e. To reduce the risk of out-of-home placement recidivism by bringing individuals, agencies and the community together as the decision-making team with the central focus being to meet the needs of the child and family.

The HFW family actively participates in identifying their strengths and needs. Individualized services and supports (both formal and informal) are then developed and provided to meet each of the identified needs. The HFW paradigm allows for the adoption of the Integrated Core Practice Model while continuing to provide a highly supported treatment paradigm. The integration of ICC and IHBS within this paradigm allows for the focus on strengths building and skills acquisition experiences, while shifting away from traditional, professional-driven service delivery focusing on family deficits and only inadequately emphasizing family strengths. The provision of ICC type activities may be included in the forthcoming HFW bundled rate. Regardless if ICC is part of bundled rate or provided as free standing services, the activities associated with ICC are critical to the success of a HFW program.

HFW provides a highly flexible program to serve children and youth currently at risk of requiring an out of home setting [e.g., psychiatric hospital or Short-Term Residential Therapeutic Program (STRTP)] or transitioning from such a program. This population includes, but is not limited to, those who are dependents or wards of the Juvenile Court pursuant to sections 300 and 602 of the Welfare and Institutions Code (WIC). Eligible children are able to receive a broader array of service alternatives through HFW.

The HFW Contractor(s) selected through this RFP process will develop, provide, and case-manage all service activities in a manner consistent with the philosophy of HFW and the ICPM. Service examples include, but are not limited to, SMHS (e.g., psychiatric care or TBS), skill building strategies, home-based services (e.g., IHBS), Family Search and Engagement, crisis stabilization, and any other services required to meet the family's needs. The contracted provider(s) will be responsible for ensuring community-based service interventions that include delivery of highly coordinated, highly individualized, unconditional services to address the family's needs and achieve positive outcomes in the life of the child and his/her family. In addition, the contracted provider(s) will develop and provide a twenty-four (24) hours per day, seven (7) days per week response system to meet the emergency needs of HFW children and families. This same response system will be utilized to meet the needs of children, youth, and families that access the Family Urgent Response System (FURS).

The County, in conjunction with the HFW Committee, will provide administrative oversight. County departments, community, families, and the contracted provider(s) must collaborate to achieve the goals of HFW.

The CA Wraparound Standards are a set of Standards that have been updated to reflect expectations concerning implementation of the CA HFW Model to ensure quality, high fidelity, and consistent practices related to the development, implementation, and support of the CA

HFW Model. The CA Wraparound Standards were updated, pursuant to WIC Section 4096.6, to meet minimum requirements for implementation of the CA HFW Model for the purpose of providing aftercare to youth after staying at an STRTP. They superseded the Wraparound Standards contained in ACIN I-52-15.

The CA Wraparound Standards establishes the principles, phases, and key elements that are required by the CA HFW Model. These standards were created to ensure high fidelity practices in direct service delivery with youth and families including Tribes in the case of an Indian child. ICPM practice behaviors are based on the Wraparound principles and are aligned with the CA Wraparound Standards. These Standards set forth practice elements that are necessary to achieving high fidelity, which in turn promotes the achievement of consistent positive outcomes for youth and families participating in HFW throughout California.

a. Values, principles, basic tenets, and philosophies of the ICPM and HFW process:
    1. Children are first and foremost protected from abuse and neglect, and maintained safely in their own homes.
    2. Children have permanency and stability in their living situation.
    3. Parent/Family voice, choice, and preference as assured through the process.
    4. Wraparound is a community-based effort.
    5. Services are needs driven, strength-based, trauma informed, and family focused from the first conversation with or about the family.
    6. Services are developmentally appropriate, individualized and tailored to the strengths and needs of each child and family.
    7. Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
    8. 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.
    9. Services are culturally competent and respectful of the culture of children and their families.
    10. Services and supports are provided in the child and family's community.
b. Services are unconditional. The child and family are not dropped from the program when problems are encountered. As the needs of the child and family change, the services must be changed along with them.
c. HFW requires:
    a. ICC, which requires sustained engagement and includes, but is not limited to:
        i. Screening and Assessment: Accurate assessment of child and family's needs and strengths, including any needs related to safety.
        ii. Service Planning and Implementation:

1. Developing a plan with specific goals, activities, and objectives.
2. Identifying the interventions, supports, and course of action targeted at the client's and family's assessed needs. Planning will be strength based, child and family centered, and needs driven.

iii. Monitoring and Adapting:

1. Monitoring to ensure that identified services and activities are progressing appropriately.
2. Changing and redirecting actions targeted at the client's and family's assessed needs.

iv. Transition Planning & Facilitation:

1. Plan is always to move from formal to informal supports while ensuring the safety and well-being of the child.
2. HFW ensures that child and family are actively engaged in voicing their needs during transition planning and implementation.

v. The activities captured by ICC all required within the scope of the Monthly HFW Rate; however, providers may not claim individual ICC services when claiming the Monthly HFW Rate.

2. Throughout all phases of HFW and all aspects of ICC, there will be diligent coordination with County agency staff, the Courts, community members, families, and the schools. This will include close collaboration on the provision of services by multiple agencies or programs (e.g., CASE).
3. Fund usage is creative, flexible and needs drive; however, all Medi-Cal funded activities will comply with Medi-Cal requirements.
4. Every effort will be made to ensure that the child and family achieve agreed goals. As the needs of the child and family change, the services must be changed along with them.
5. Family Search and Engagement (aka, Family Finding) activities will be conducted as appropriate and in consultation with the County.
6. Outcomes must be measured using the HFW Community Leadership Team approved system.

d. HFW includes four (4) phases and associated key activities, with flexibility to align services and supports with youth and family-identified strengths and needs.

1. Engagement and Team Participation – Initial contact between the HFW staff, youth, and family to introduce the HFW process, identify the CFT members (if one doesn't already exist), address immediate needs, and discuss the youth and family's needs and strengths.

2. Plan Development – During this phase, the CFT develops an individualized plan of care that reflects the child or youth and family's needs, strengths, and strategies to build shared vision among the CFT.
3. Plan Implementation – During this phase, the CFT meets to review and update the individualized plan of care, crisis and safety plan, and transition plan, gradually shifting responsibility form the HFW team to the family and natural supports.
4. Transition – During this phase, the CFT meets to prepare the youth and family for transitioning out of HFW, continuing to shift responsibility to the family and natural supports. CFT organizes one closing ceremony at the end of HFW, celebrating success to facilitate a positive transition in a way that is meaningful to the child or youth and family.

Additionally, there are ten (10) principles intended to serve as a foundation for understanding the HFW philosophy, which is described as keeping youth at home, in school, and out of trouble:

1. Family Voice and Choice
2. Strengths Based
3. Individualized
4. Natural supports
5. Community-Based
6. Culturally Respectful and Relevant
7. Team-Based
8. Collaboration
9. Outcome-Based
10. Persistence

2. Program Requirements

<u>HFW Requirements – These align with UC Davis requirements for certification as a HFW provider:</u>

The CA Wraparound Standards are organized into the following domains:

I. FIDELITY INDICATORS AND EXPECTED OUCOMES OVERVIEW

The Fidelity Indicators and Expected Outcomes section contains Standards to ensure youth and families receive the CA HFW Model according to the Ten Principles of HFW and that programs are actively evaluating their effectiveness in achieving the types of outcomes routinely associated with HFW Model implementation. These fidelity indicators and outcomes are simultaneously practice Standards to be implemented and data points to be tracked and evaluated (as outlined in Standard 10.1).

1. Fidelity Indicators:

1.1 Timely Engagement and Planning. HFW staff engages families early and often, including Tribes in the case of an Indian child. First contact with families is made as soon as possible, but no later than ten (10) calendar days after referral; teams

complete a Plan of Care within thirty (30) calendar days; teams review the plan within the context of a HFW team meeting at least every thirty (30) to forty-five (45) calendar days; teams update the Plan of Care and distribute to all team members at least every ninety (90) days and more often as needed.

1.2 Led by Youth and Families. The HFW team prioritizes the youth and family's perspectives and voices in developing and modifying the mix of strategies and supports to ensure the best fit with their preferences. The youth and family's values, culture, expertise, capabilities, interests, and skills are elicited, fully understood, and celebrated. They are viewed as critical to a successful process and are the basis for decision making and problem-solving. In the case of an Indian child, the HFW team prioritizes the perspective and voices of the youth, family, and Tribe. Tribes, in the case of an Indian child, must be an equal voice on the HFW team. (Principle 1: Family Voice and Choice)

1.3 Strength-Based. Functional strengths of the youth, the family, all team members, and the family's community are collectively reviewed and utilized throughout the HFW process. Identified strengths are functional in nature and drive decision making and service planning. Team members remain focused on solutions, rather than dwelling on negative events. The accurate utilization of the Child and Adolescents Needs and Strengths (CANS) is critical and required for strengths identification. (Principle 2: Strength-Based)

1.4 Needs Driven. HFW services and supports are focused on addressing the high priority underlying needs of the youth, as well as their family members. Needs statement refer to the underlying reasons why problematic situations or behaviors are occurring, not simply stated as deficits, problematic behaviors, or service needs. The HFW process continues until needs are sufficiently met. Accurate utilization of CANS items is critical and required for needs identification.

1.5 Individualized. The HFW team is committed to finding creative, highly individualized strategies that are customized to match each youth and family's needs, strengths, values, culture, preferences and reduces harm over time. The HFW plan is uniquely tailored to fit the family and capitalize on the assets of their community and informal networks and in the case of an Indian child, the Tribe. (Principle 3: Individualized)

1.6 Use of Natural and Community Based Supports. Natural supports are integral team members. HFW teams are strengthened by the contributions of natural supports. HFW teams prioritize strategies in the Plan of Care that utilize natural supports, and that take place in the family's community, to reduce reliance on formal supports while fostering sustainability within youth and family's community. (Principles 4, 5: Natural Support, Community Based)

1.7 Culturally Respectful and Relevant. HFW teams recognize that a family's traditions, values, and heritage are sources of great strength. HFW teams use strategies that are relevant to and respectful of the youth and family's culture, including Tribes in the case of an Indian child. HFW teams work to connect families

with individuals and organizations that provide culturally relevant support after the family transitions from formal HFW services. (Principle 6: Culturally Respectful and Relevant)

1.8 High-Quality Team Planning and Problem Solving. HFW teams are comprised of formal and natural supports across all Children's System of Care partners who work together to develop, implement, and monitor the individualized Plan of Care that meet the unique needs of the youth and family. All team members take ownership over their assigned tasks and collaborate to meet the youth and family's needs. Teams experience optimism, commitment, and energization. (Principles 7, 8: Team Based, Collaboration)

1.9 Outcomes Based Process. The HFW team monitors the success of the Plan of Care – including progress toward meeting needs, strategy implementation, and task completion. These are measured objectively, reviewed routinely, and used to inform changes to the Plan as needed. Needs statements are linked to measurable outcomes and data from standardized instruments including the IP-CANS and are integrated into the planning process. (Principle 9: Outcomes-Based)

1.10 Persistence. The HFW team views setbacks and challenges not as evidence of a youth, or family failure, but as an indicator of a need to revise the Plan. The HFW team is committed to implementing a Plan that reflects the HFW Principles, even in the face of limited system capacity. (Principle 10: Persistence)

1.11 Transitions as part of the Fourth Phase of HFW. Transitions are planned for in advance and celebrated with full youth and family participation. Transitions only happen when the youth and family have had their needs met, not due to an adverse event or an administrative requirement.

2. Expected Outcomes

Policies, procedures, and data processes intended to ensure that the HFW program is routinely evaluating its effectiveness. The exact tools for this process are not fully known, as DHCS is still evaluating which tools may be required. It is known that monitoring will likely be done via CANS, PSC-35, satisfaction surveys, and the use of the Wraparound Fidelity Index (WFI). There may be additional monitoring tools (e.g., Team Observation Measure (TOM), Document Assessment Review Tool (DART), Wraparound Fidelity Index – Short Version (WFI-EZ), Training and Technical Needs Assessment (TTNA), quality assurance phone calls, and post HFW team meeting verbal feedback or feedback forms). The goal of these efforts is to routinely evaluate the HFW Program's effectiveness in the following areas (in compliance with Standard 10.2 Evaluation Metrics and Outcomes):

2.1 Youth and Family Satisfaction. Youth and families are satisfied with their HFW experience and their progress. Policies and procedures are in place to record and evaluate youth and family satisfaction with their HFW experience. In the case of an Indian child, the Tribe is satisfied with the HFW experience. Policies and procedures are in place to evaluate the Tribe's satisfaction with their HFW experience.

2.2 Improved School Functioning. Youth experience improved educational and vocational functioning as a result of their involvement in HFW. They have more consistent attendance, are participating at or above grade level or according to their educational plan, and/or developing needed vocational experience.

2.3 Improved Functioning in the Community. Youth experience improved functioning in the community as a result of their involvement in HFW. Policies and procedures are in place to record and evaluate the level of justice involvement and engagement with community activities.

2.4 Improved Interpersonal Functioning. Youth and their families experience improved interpersonal functioning as a result of their involvement in HFW. There is less stress and strain at home attributed to them and they are able to develop or maintain positive family relationships and friendships.

2.5 Increased Caregiver Confidence. Families have access to effective needed services and supports. Caregivers feel increased confidence in their ability to manage future problems and they know how to find and access services and effectively address crises.

2.6 Stable and Least Restrictive Living Environment. Youth experience permanency and stability in their community-based living situation. Youth do not experience a new placement in an institution (such as detention, psychiatric hospital, treatment center, or STRTP) and/or have not moved between residential settings.

2.7 Reduction in Inpatient, Emergency Department Admission for Behavioral Health Visits. Youth experience stability with regard to their behavioral health, necessitating fewer or no visits to the hospital.

2.8 Reduction in Crisis Visits. Youth and natural supports are able to avert most crises and manage most impending crises without professional support.

2.9 Positive Exit from HFW. Youth and their families exit HFW based on stabilization and adequate progress in meeting needs; youth and families are not discharged from HFW due to an adverse event.

II. OPERATIONALIZATION OF THE FOUR PHASES

The Operationalization of the Four Phases section contains Standards the ensure high fidelity practices in direct service delivery with youth and families, including Tribes. This section defines the program and practice elements that are necessary to achieving high fidelity according to the Four Phases of HFW. The Standards are organized into four sections: Engagement, Plan Development, Implementation, and Transition.

3. Engagement

3.1 Orientation. The HFW team orients youth and families to the HFW process, including explaining the HFW principles and phases, addressing legal and ethical considerations, and explaining the role of each member on the team including the

family's role and the role of natural supports and Tribes in the case of an Indian child.

3.2 Safety and Crisis Stabilization. The HFW team addresses pressing needs and concerns so that the family and team can focus on the HFW process. If immediate response is necessary, the HFW team formulates a plan for immediate intervention and stabilization, including development of a crisis plan and ensures access to twenty-four (24) hours, seven (7) days a week crisis response when needed.

3.3 Strengths, Needs, Culture and Vision Discovery. The HFW team facilitates conversations and activities with the youth and family to identify individual and family strengths, needs, culture, and their vision for a better future. The facilitator prepares a summary document to clearly communicate strengths, needs, culture and vision to all team members, to orient new team members as they are added to the process, and to support the initial plan development process. The identified strengths and needs will be accurately reflected in the CANS item ratings to ensure communication with everyone is clear.

3.4 Engage all Team Members. The HFW team engages the participation of team members across all Children's System of Care partners (including formal, natural supports, and Tribes, in the case of an Indian child), who care about and can aid the youth and family. The HFW team encourages and facilitates their active participation by clarifying their roles and responsibilities on the team. The facilitator intentionally engages the team in activities to ensure a positive and collaborative team culture.

3.5 Arrange Meeting Logistics. The HFW team ensures that meetings take place at a time and in a location that is convenient and accessible to all team members with priority given to family needs and family voice and choice, taking into consideration family schedules, culture, and history of trauma, and ensuring equitable access for all youth and families. The HFW team plans for and arranges meeting logistics such as transportation, interpretation, telehealth capability, etc.

4. Plan of Care Development

4.1 Develop and Document Team Agreements, Additional Strengths, and Team Mission. Building upon the activities completed during engagement, the facilitator leads the team in:

(1) developing formal agreements on how the team will engage during meetings and make decisions.

(2) identifying and documenting additional strengths of the youth, family, other team members, and the community.

(3) creating a team mission statement that defines the overall purpose of the HFW team in alignment with the family vision.

4.2 Describe and Prioritize Needs, Develop Goals, and Assign Strategies. The facilitator guides the team in reviewing needs identified during engagement,

adding any additional needs, and prioritizing them. The HFW team uses the prioritized needs to develop specific, measurable goals and outcomes. The facilitator engages the team in brainstorming multiple creative strategies to meet the prioritized needs, goals, and outcomes before selecting strategies and assigning responsibility in the form of action items.

4.3 Develop an Individualized Plan of Care. The HFW team develops a comprehensive initial Plan of Care that is based on the prioritized needs, goals, and strategies of the family and youth. This is accomplished via a high-quality team process across all Children's System of Care partners, including the Tribe in the case of an Indian child, that elicits multiple perspectives, builds trust and shared vision amongst team members, and demonstrates the HFW principles. The facilitator leads the team to ensure:

(1) The Plan of Care is in alignment with the family vision and team mission statement and is based on the strengths, needs, and culture of the youth and family.

(2) The Plan of Care addresses needs across multiple life domains and Children's System of Care partners as identified and prioritized by the HFW team.

(3) Strategies and action items are clearly documented and include who is responsible for each strategy/action item, due dates are established, and each team member understands their role. Strategies are culturally relevant and include a balance of formal services, natural supports, and community and family resources, with greater reliance on natural supports over time.

(4) The Plan of Care includes an array of services and supports that are well-coordinated across Children's System of Care partners, tailored to meet the youth and family's individual needs, and delivered in the community in which the youth and family live, with priority given to family needs and family voice and choice, taking into consideration family schedules, culture, and history of trauma and ensuring access for all youth and families.

(5) Natural supports and sustainable community resources are included in the Plan, or the Plan includes strategies to identify and develop community and natural supports before the youth and family transition out of the HFW Program.

(6) Transition from formal services is graduated; the Plan sets benchmarks for transitioning to less restrictive, less intrusive, and less formal services throughout the HFW process, taking into consideration the ability of families to move through the process at their own pace.

4.4 Develop a Crisis and Safety Plan. The facilitator leads the team in developing a crisis and safety plan that identifies and prioritizes safety needs, potential risk and crisis situations, as well as highly individualized proactive and reactive strategies for the youth, family, and team members to respond effectively. Identified strategies should be chosen by the youth and family, should be culturally relevant, and should maximize the use of natural supports wherever possible.

5. Implementation

5.1 Implement the Plan of Care. The HFW team carries out the initial Plan of Care, monitoring completion of action items and strategies and their success in meeting needs and achieving outcomes in a manner consistent with the HFW principles. Teams celebrate successes as they occur.

5.2 Review and Update the Plan of Care. The facilitator engages the team to continually review the Plan; assess the progress and the effectiveness of strategies; and update the Plan as needed, including changing goals and strategies if the needs of the youth and family change. The facilitator documents and communicates via meeting minutes and other forms of communication, completion of tasks and new assignments, team attendance, use of formal and natural supports, use of flex funds, and updates to the Plan. The Plan of Care is updated in an HFW team meeting and distributed to all team members at least every 90 days, and more frequently, as needed.

5.3 Build Supports while Maintaining Team Cohesiveness and Trust. The facilitator continually assesses and addresses team cohesion, trust, and commitment to ensure effective collaboration. When appropriate, teams seek and develop potential natural supports and add them to the team. Teams orient and engage new team members as they are added.

6. Transition from Fourth Phase of HFW

6.1 Develop a Transition Plan. When the family has reached pre-determined benchmarks indicating sufficient progress towards completing the team mission and goals, and the youth, family, and team agree the family is ready for transition, the HFW team will begin developing a formal individualized transition plan. Led by the facilitator, the HFW team will outline a purposeful transition process which identifies needs, services, and supports that will persist past formal HFW and includes strategies to transition any remaining support being provided by HFW staff to those ongoing supports. For adoptive families utilizing Adoption Assistance Program (AAP) funding, families are educated on post adoptive services that can assist with transition.

6.2 Develop a Post-transition Safety Plan. The facilitator leads the team in developing a crisis and safety plan (or adjusting the current crisis and safety plan) that identifies potential crisis situations that may occur after transitioning from formal HFW. The crisis and safety plan includes individualized, proactive, and reactive strategies for the youth, family, and other supports who will remain after HFW concludes. The youth and family play a pivotal role in identifying these strategies, which should be culturally relevant, and maximize the use of natural and community supports.

6.3 Create a Commencement and Celebrate Success. The team ensures that the conclusion of formal HFW is celebrated in a manner that reflects a positive transition, is culturally relevant, and is meaningful to the youth and family.

III. FACILITATIVE ORGANIZATIONAL SUPPORTS/SYSTEMS STANDARDS

The Facilitative Organizational Supports/Systems Standards section of the CA Wraparound Standards pertains to the organizational and systems leadership functions supporting HFW implementation. This includes the HFW organization's internal priorities and their relationship to the community and Children's System of Care. The emphasis is on the creation of effective operational environments for the development and delivery of quality supports and services. Included in this section are Standards relating to HFW Program and Community Leadership, Fiscal, Workforce Development and Human Resource Management, and Utility-Focused Data and Outcomes Processes.

These requirements will evolve over time. Future guidance will be provided through updates as to the continued application of the Standards in Medi-Cal, BHSA, or the Immediate Needs Program.

7. HFW Program and Community Leadership

7.1 Youth and Family as Key Decision-Makers. Youth and family feedback is utilized to inform all levels of the HFW Program, including service planning and implementation, policy and procedure development, workforce development, and quality improvement of the CA High Fidelity Wraparound Model.

7.2 Community Leadership team. NOTE: The requirement of the implementation of a Community Leadership Team is held by the County. This description is provided because all providers will be expected to participate in the Community Leadership Team. The County establishes a Community Leadership Team, which works collaboratively and engages in shared decision-making to ensure the CA Wraparound Standards are met at the organizational and systems level. Counties ensure formal communication structures are established between Community Leadership Teams and Interagency Leadership Teams (ILTs). Tribes within the region must be included in the Community Leadership Team. In addition, the Community Leadership Team works to:

(1) Ensure all other child serving entities are provided opportunities to participate in the Community Leadership Team.

(2) Actively identify and remove interagency and system barriers that interfere with interagency collaboration and effective service delivery to families.

(3) Identify and support cross-agency training and community collaboration to promote family-centered and culturally relevant practices and support high fidelity to the CA HFW Model.

(4) Ensure there is a process in place to review family plans on the community and systems level based on the values, principles, and activities of the HFW process.

(5) Ensure there is a process in place to regularly review the use of, access to, and procedures around flex funds to ensure individualized family needs are being met.

(6) Ensure there is a process in place to regularly review HFW data at the organizational, community, and systems levels, and to use data to inform Continuous Quality Improvement (CQI) efforts that reflect HFW values and HFW implementation Standards.

7.3 Eligibility and Equal Access. HFW eligibility and referral criteria and processes ensure adequate, appropriate, and equitable access to HFW services, and do not exclude families because of the severity or nature of their needs. HFW is adequately publicized, available, and accessible so that youth and families who would benefit are able to participate. There is adequate program planning to ensure that once enrolled, families have access to an adequate array of services and twenty-four (24) hours, seven (7) a week support to meet complex needs.

8. Fiscal

8.1 Funding Supports the CA HFW Model. The HFW Program has fiscal practices that are aligned with the values and principles of Wraparound and ensure the CA Wraparound Standards are met. Budgets and contracts at all levels, regardless of county or provider-based service provision allocate funding for essential Wraparound operations, which include required staffing, workforce development data collection, and data management systems and the costs of services.

8.2 Equitable Funding Across System Partners. The HFW Program must ensure that federal, state, local, or private resources available across the Children's System of Care are leveraged to the maximum extent to meet the needs of youth and families served by HFW so that the service is funded adequately. Collaboration and equitable contribution across systems partners are principles of HFW services. Medi-Cal may be leveraged for youth who are eligible.

8.3 Cost Savings are Reinvested. Savings achieved by HFW (i.e., total annual revenues in excess of total expenditures) are reinvested to expand or enhance services and resources for youth and families. There is a process to track the use of reinvested funds that includes program description(s), budget(s), and reporting of outcomes achieved.

8.4 Availability, Access, and Approval of Flex Funds. The HFW Program has a process to ensure families have timely access to flexible funds to meet their urgent and individualized needs when these needs are not readily met by other resources. There is a defined approval process that ensures requests for flexible funds are evaluated based on approval/recommendation of the HFW team and whether the use of funds:

(1) Adds value to the team mission and supports the individualized care plan.

(2) Builds on family strengths.

(3) Meets identified youth and family needs.

(4) Are culturally relevant.

(5) Builds on natural support and/or community capacity.

(6) Represents a good deal for the investment.

(7) Includes a plan for sustainability.

The defined approval process will be further defined by the county upon implementation of HFW, but each provider is expected to have internal policies and procedures to ensure flex funds are utilized appropriately and accurately monitored. In the case of an Indian child, flex funds may be used to pay the Tribe for activities that address youth and family needs.

8.5 Collaborative Oversight of Flex Funds. There is collaboration and shared oversight amongst funders and providers regarding the use and availability of flexible funds. A process is in place to ensure flexible funds are pooled and held to meet the needs of all families served. Tracking and accounting for flexible funds whether approved or denied includes the amount, purpose, and HFW team recommendation of the request.

8.6 Funding Sources and Program Requirements Do Not Limit Flex Funds. The HFW Program ensures that requirements of any single funding source (e.g., BHSA, Title IV-E, CalWORKs, etc.) shall not limit the availability of flexible funding or the resources developed to meet the needs of the youth, families, Tribes and communities served by HFW.

9. Workforce Development and Human Resource Management

9.1 Culturally Responsive Workforce. HFW Programs attempt to hire staff that can appropriately meet the cultural, racial, and linguistic needs of youth and families. Staffing reflects the cultural, racial, and linguistic diversity of the youth, families, and communities served.

9.2 Tribally Responsive Workforce. In the cases of Indian children, the HFW Program shall prioritize respect for tribal sovereignty, traditions, and values and ensure respectful communication, collaboration, and advocacy. The team has the goal of promoting positive outcomes through culturally rooted support systems and services, and the team is responsible for building partnerships with tribal representatives, encouraging participation in tribal traditions and ceremonies and understanding the value of services and supports that the Tribe can offer.

9.3 Flexible and Creative Work Environment. There is a high degree of collective responsibility for program quality and improvement, cohesion among staff members, open communication, and a clear sense of mission and compliance with HFW. Programs and its leaders create structures that promote staff creativity and flexibility.

9.4 Hiring, Performance Evaluation, and Job Descriptions. Programs have rigorous hiring practices and use meaningful performance assessments. Job descriptions for all positions reflect best practices regarding Wraparound skills and expertise and have clear expectations for performance. The following are roles or functions of a HFW team, not necessarily individual people or positions.

(1) Youth Partner

(2) Parent Partner

(3) HFW Facilitator

(4) Family Specialist

(5) Fidelity Coach

(6) Clinical Supervisor (licensed)

(7) HFW Supervisor/Manager (license not required)

(8) Community Developer (NOTE: The Community Developer role is not specifically listed in materials from UC Davis regarding HFW, but is a required role for the Monthly HFW Rate per DHCS, so it has been added here).

9.5 Workforce Stability. Programs implement strategies to maintain a stable workforce and reduce turnover, including matching wages according to the community the program is in, maintaining manageable workloads for staff, implementing promotion/advancement structures, and providing wage increases or leadership opportunities that do not require a position change to achieve.

9.6 High Fidelity Training Plan. Programs have a high fidelity training plan that incorporates initial, annual, booster trainings, and ongoing trainings. The training plan includes both general HFW training and role-specific training for all roles, including specific training for all Clinical Supervisors and Wraparound Supervisors/Managers. The training plan should also include ICWA and Tribal sovereignty training, as well as training that supports populations with specific and unique needs.

The training plan will also address all staff are trained, as needed, in (i) Medi-Cal documentation and billing requirements, (ii) DBH provided training on use of TCOM tools, and (iii) the incorporation of ICPM practices, including CFTM facilitation. In the future, a Medi-Cal HFW Center of Excellence (i.e., UC Davis) may prescribe more specific requirements for this training plan.

9.7 Community-Based Training Program. Administer the training plan in collaboration with community members and families with HFW experience as part of the training team. Ensure efforts are inclusive of and promoted to system and community partners to ensure comprehensive support within the Children's System of Care and that team members from other systems have a context for HFW participation.

In the future, a Medi-Cal HFW Center of Excellence may prescribe more specific requirements for this training program.

9.8 Coaching and Supervision. Programs provide team members with initial apprenticeship and ongoing coaching that emphasizes Wraparound values, principles, phases and activities, as well as the effective use of flex funds to meet family needs. Leaders will ensure that staff have access to coaching and supervision twenty-four (24) hours, seven (7) days a week, reflective of the flexible scheduling and crisis response needs of families and the community.

In the future, a Medi-Cal HFW Center of Excellence may prescribe more specific requirements for this training program.

10. Utility-Focused Data and Outcomes Processes

10.1 Continuous Quality Improvement. Programs implement a local CQI evaluation plan for both the system and the program to routinely and reliably monitor the overall quality of the HFW initiative. The evaluation plan includes a systematic evaluation process that informs and improves practice locally, assures accountability for achievement of desired outcomes, and contributes to state-wide data collection efforts as they become available. Collected data is current and accurate and minimally includes the ongoing collection, analysis, and reporting of data on:

(1) Demographic information regarding the youth and family population(s) served.

(2) Wraparound Fidelity as detailed in Section 1: Fidelity Indicators.

(3) Outcomes as detailed in Section 2: Expected Outcomes.

In the future, a Medi-Cal HFW Center of Excellence may prescribe more specific requirements for quality improvement.

10.2 Informed Practice Program. Collected data is utilized for program evaluation and improvement at all levels including improving practice with youth and families, improving overall program effectiveness, and improving system supports which impacts the HFW implementation.

In the future, a Medi-Cal HFW Center of Excellence may prescribe more specific requirements for metrics and reporting.

In adherence to the above standards, providers shall provide the following EPSDT Medi-Cal Specialty Mental Health Services:

1. Description of Services to be Provided

a. Specialty Mental Health Services:

Specialty Mental Health Services (SMHS) are 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. The exception is the possible provision of targeted case management, including ICC, to hospitalized youth with the focus of the service being on establishing aftercare services.

All services listed below are potentially available for provision to a client, however, Therapeutic Behavior Service (TBS) has additional qualifying criteria which must be

met when provided, and not all children or youth served will meet these additional requirements.

i. Monthly High Fidelity Wraparound (HFW) Rate: This service is comprised of service activities provided by the HFW team, except the Youth Peer Partner, during the course of one month. Services provided by the Facilitator, Family Specialist, and Guardian/Parent Partner are included in this rate. This includes the provision of Crisis Interventions, Psychosocial Rehabilitation, and Targeted Case Management (e.g., ICC) services which means these types of SMHS may not be billed when the Monthly HFW Rate is claimed.

ii. Certified Medi-Cal Peer Support Services: A series of services which may only be provided by a Certified Peer Support staff (i.e., Parent Partner or Youth Partner who has completed the DHCS certification process). These services are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities to set recovery goals and identify steps to reach those goals. Peer support services may be provided face-to-face, by telephone or by telehealth with the member or significant support person(s) and may be provided anywhere in the community. Peer support services are based on an approved plan of care. Specific activities include:

a. Therapeutic Activity: A structured non-clinical activity provided by a certified Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the member and others providing care or support to the member, family members, or significant support persons.

b. Engagement: Peer Support Specialist - led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions between levels of care and supporting members in developing their own recovery goals and processes.

c. Educational Groups: Providing a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the member achieve desired outcomes. These groups should promote skill building for the member in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

d. Collateral: A service activity to a significant support person or persons in a member's life for the purpose of providing support to the member. Collateral includes one or more of the following: consultation and/or training of the significant support person(s) that would assist the member in increasing resiliency, recovery, or improving utilization of services; consultation and training of the significant support person(s) to assist in better understanding of mental illness and its impact on the member; and family counseling with the significant support person(s) to improve the functioning of the member. The member must be present for this service activity.

iii. Assessment is defined as 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. NOTE: The initial assessment shall include an approved ASAM Screening Tool.

iv. Therapy is defined as 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.

v. Rehabilitation is 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. NOTE: This service may not be claimed when claiming the Monthly HFW Rate.

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.

b. Plan Development is defined as 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.

c. 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:

i. Evaluation of the need for medication.

ii. Evaluation of clinical effectiveness and side effects of medication.

iii. Obtaining informed consent.

iv. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons).

v. Plan development related to the delivery of this service.

d. Crisis Intervention is 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). NOTE: This service may not be claimed when claiming the Monthly HFW Rate.

e. Targeted Case Management means 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. NOTE: This service may not be claimed when claiming the Monthly HFW Rate.

f. 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:

i. Interagency and intra-agency consultation, communication, coordination and referral.

ii. 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.

NOTE: This service may not be claimed when claiming the Monthly HFW Rate.

g. 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:

i. Locating and securing an appropriate living environment.

ii. Locating and securing funding.

iii. Pre-placement visit(s).

iv. Negotiation of housing or placement contracts.

v. Placement and placement follow-up.

NOTE: This service may not be claimed when claiming the Monthly HFW Rate.

h. 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. NOTE: This service may not be claimed when claiming the Monthly HFW Rate.

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 mental health provider; however, there must be an identified mental health ICC Coordinator that ensures participation by the child/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.

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:

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

ii. 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.

iii. 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.

iv. 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 ICPM.

v. 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 (3) 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."

i. Intensive Home Based Services (IHBS) 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 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:

i. 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 strategies.

ii. 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.

iii. 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.

iv. Improvement of self-management of symptoms, including self-administration of medications as appropriate.

v. 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.

vi. Support of the development, maintenance, and use of social networks including the use of natural and community resources.

vii. Support to address behaviors that interfere with the achievement of a stable and permanent family life.

viii. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community.

ix. Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintaining 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 ICPM 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 ACCESS 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."

j. Therapeutic Behavioral Services (TBS) is 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, 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 exist 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 HFW Program if TBS was previously approved by DBH as part of the agency's HFW 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 ACCESS unit in compliance with their established policies and procedures.

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

   a. Are placed in an STRTP and/or a locked treatment facility for the treatment of mental health needs, but

   b. Are not presently detained at Juvenile Detention Centers, Institutions for Mental Diseases (IMDs) or psychiatric hospitals (excluding Psychiatric Health Facility or where the child/youth/TAY is "at risk" only of being detained at Juvenile Detention Centers, IMDs or In-Patient Psychiatric Hospitals); or

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

   d. The child/youth/TAY 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 facility is actually available) or is at risk of hospitalization.

ii. 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:

   a. Child/youth/TAY is receiving other specialty mental health services.

   b. In the clinical opinion of the mental health provider, it is highly unlikely that without the additional short-term support of TBS, the child/youth/TAY:

      1) 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.

2) 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/TAY's behavior or symptoms in a new environment/placement.

iii. Therefore, Medi-Cal Reimbursement TBS criteria are that the child/youth/TAY must:

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

b. Meet MH "medical necessity".

c. Be receiving a Medi-Cal mental health service to be supported by TBS short-term interventions.

d. Be a member of the TBS certified class (above) or must have previously received TBS while a member of the certified class.

e. Services must be authorized by DBH Access Unit or designee prior to start of services.

iv. TBS is **NOT** reimbursable as or when:

a. Services are rendered for the convenience of the family or other caregivers, physician, or teacher.

b. Supervision or services provided to assure compliance with Probationary terms.

c. Supervision to ensure the child's/youth's/TAY's safety or safety of others.

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

e. Service 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.

f. Services 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.

g. If services are provided for any of the above, or if services were not authorized by the DBH ACCESS Unit or designee prior to start of services, TBS services will not be reimbursable.

v. TBS Services

a. TBS Assessment (under CalAIM is billed under TBS) is a clinical analysis of the history and current status of an 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.

b. TBS Collateral (under CalAIM is billed under TBS) is 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' caregivers (parent, teacher, STRTP staff, neighbor, siblings, etc.), as long as it directly relates to the TBS treatment plan. As a general rule, if the Contractor is provided 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.

c. TBS Plan Development (under CalAIM is billed as TBS) may include any or all of the following:

1) Development and approval of treatment or service plans.

2) Verification of service necessity.

3) Monitoring of the individual's progress.

d. TBS Coach Time (under CalAIM is billed under TBS) is 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.

1) TBS Coach Time may not begin until the initial assessment is completed.

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

3) When the child/youth/TAY 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 child/youth/TAY.

k. Utilizing the above SMHS and in adherence to the HFW standards, providers shall operate HFW as follows:

i. Provide HFW in accordance to the standards listed above and thereby leading to family self-sufficiency.

ii. If a new provider, agree to start enrolling participants in the program no later than 90 days after the start of the contract. If awarded to an agency that currently operates an EPSDT Medi-Cal Program, then the agency will continue to provide services with no break in services. The agency shall work with the County on a continuous basis to assess the agency's readiness to provide services. Services will start when the agency is ready, based on this joint assessment.

iii. Be available to clients twenty-four (24) hours per day, seven (7) days per week.

iv. Aid the child and family in selecting a CFT and be responsible for coordinating and convening the CFTMs.

v. Facilitate the HFW planning process, including the identification of EPSDT SMHS services, other formal services, and informal services. This planning process will be individualized, family-centered, strength-based, and needs driven.

vi. Coordinate planning and delivery of services with County agency staff, the courts (including specialty courts), community members, families, and the schools.

vii. Develop, implement, and monitor four formal plans, using standardized plans developed by CFS and DBH, which cannot be altered without prior County approval. This will include the use of required forms and/or standardized plans. The four plans are:

a. Safety Plan as approved by the HFW Community Leadership Team.

b. Individual Child and Family Service Plans as approved by their respective Child and Family Team and the HFW Community Leadership Team.
c. EPSDT Specialty Mental Health Services Care Plan or Treatment Plan as appropriately approved by Provider, client, and family.
d. Discharge summary.

viii. Develop, coordinate, and provide formal and informal supports and services for monitoring and safety purposes and home-based/community-based services provided by professionals and non-professionals.

ix. Facilitate extensive community resource development.

x. Transport clients for appointments or to access services as needed.

xi. Develop parent advocacy and support network(s).

xii. Provide crisis intervention and management twenty-four (24) hours per day, seven (7) days per week as needed for assigned clients. If any additional crisis services are needed [e.g., Community Crisis Response Team (CCRT), Crisis Stabilization Unit (CSU), etc.] is needed, the Wraparound staff shall be present to provide support and information.

xiii. Train all staff based on State and County approved HFW requirements.

xiv. Employ and train an adequate number of staff to achieve the specified HFW objectives.

xv. Assess and closely monitor child, family, and community safety.

xvi. Obtain and maintain Medi-Cal certification in order to be able to provide and claim EPSDT SMHS.

xvii. Comply with all requirements of DBH and DHCS to maintain Medi-Cal and HFW certification eligibility.

xviii. Adhere to all contract requirements, including those identified in “DBH Contract Reimbursement.” For additional information, please refer to Section V. Contract Requirements, Number 19, DBH Contract Reimbursement.

xix. Provide services to stabilize older youth by building and supporting permanency options. Permanency is not always about a placement, as it is also about connections for youth. Permanent connections are especially important for youth who have spent a great day of their lives in and out of home placement like foster care. Permanency is both a process and a result that includes involvement of the youth as a participant or leader in finding a permanent connection.

xx. Provide all outcome measures consistent with State and County requirements. This will include, but may not be limited to: (1) Wraparound Provider Agency will meet with the County’s Outcome Measures

Committee quarterly, or at another frequency otherwise specified by the County; (2) Outcome Data Reports will be submitted to the County at an agreed upon frequency, but no less than on a Quarterly basis; and, (3) ACE, CANS-SB, and PSC-35 data will be entered into Objective Arts within three business days of the completion of the tool. In addition, HFW providers will submit a yearly report that will summarize outcomes and effectiveness of the program from the provider's perspective. In the future, a Medi-Cal HFW Center of Excellence may prescribe more specific requirements for outcome measures.

xxi. Agree that the CFTM and/or MDT (e.g., CASE Team), including professional and non-professionals, will affect all aspects of the HFW process.

xxii. Attend meetings as required by County (e.g., HFW Community Leadership Team).

xxiii. Assist in the determination of HFW eligibility for children/youth placed in an STRTP and provide HFW to youth leaving an STRTP in compliance with Aftercare requirements.

xxiv. Current SB 163 (1997) Wraparound vendors shall agree to the possibility of a reasonable contract extension to transition participants to a new Wraparound provider if current Wraparound Contractor is not awarded a new HFW contract during this procurement process. Provide a detailed transition plan with the assumption that the new Contractor will be providing all services to children and families currently being served in the Wraparound program. Transition should be completed within ninety (90) days after the award of a contract to a new provider. There will be an incremental assumption of existing cases and new referrals as staff are hired and trained. Current Contractor will update new Contractor staff on status of cases and introduce them to the child and family. It is the expectation that the new provider will do the initial family contact, assessment, and service plan as necessary to facilitate the case transition.

l. In providing the services for Family Urgent Response System (FURS), all agencies shall:

i. Maintain the ability to respond to FURS referrals twenty-four (24) hours per day three hundred sixty-five (365) days per year. This will include an on-call schedule to be maintained Monday through Friday between 5:00 p.m. to 8:00 a.m. and twenty-four (24) / seven (7) on weekends and holidays. NOTE: This requirement will be met as a shared responsibility by awarded vendors who, collectively, will maintain a rotating schedule when possible.

ii. An assessment of the information provided by the caller will impact the type of response provided to the FURS referral, but it is expected that two staff will respond as a team. One of these team members will be a clinician to ensure an assessment may be initiated at first contact.

iii. The initial contact will either be in response to an urgent FURS call (i.e., meeting with child and family within one (1) to three (3) hours) or a non-urgent FURS call (i.e., meeting with the child and family within twenty-four (24) hours). For both types of call the expectation is that follow-up contact will occur, minimally, for the following seventy-two (72) hours.

iv. The initial contact with the family needs to focus on the immediate need to help the family stabilize in a very short period of time. This initial contact with the on-call regional HFW team will include the use of Crisis Intervention (if qualifying) and/or Assessment (if qualifying). If the immediate need or circumstances are such that the service may not be billed to Medi-Cal, then the costs of these services will be reimbursed without billing Medi-Cal. Regardless of the formal specialty mental health service documented, the activities will focus on deescalating the situation, establishing a stable home environment, initiating the mental health assessment, and facilitating follow-up to ensure ongoing support is available.

v. The on-call regional teams which will provide the initial response are also part of the FSP team that will provide follow-up services. These follow-up services will, minimally, include follow-up contacts for seventy-two (72) hours; however, the intention is to provide a more sustained level of support (e.g., one (1) to four (4) months) during which time the family will be served and linked to appropriate resources.

vi. Through the collaborative assessment and intervention process, the HFW team members and family will identify the current needs and best means to address those needs. The intention is for all youth who need assistance through the FURS hotline to be served as a HFW client until an appropriate transition to other ongoing care is completed.

vii. The HFW program will also connect with the assigned Social Worker (i.e., CFS staff) and ICC Coordinator to be part of the CFT and will attend the CFTM that should be scheduled in response to the FURS contact. This first CFTM after the crisis is an opportunity to review the members of the team to ensure that the team includes all possible natural supports who could promote the desired healing environment for the family.

viii. The regional on-call HFW team will transition the child or youth into ongoing care from HFW as appropriate. HFW will coordinate all involved parties and ensure that the plan or strategy is followed. Additionally, if there is no current behavioral health plan established, the HFW team will complete a collaborative assessment and establish an appropriate service plan. This would likely include a HFW team member assuming the responsibilities of the ICC Coordinator.

ix. Sometimes the request will be an urgent response to initiate services to a youth who is temporarily staying at a CFS office or a shelter. The

expectation is that the HFW program will conduct an assessment within the one (1) to three (3) hour timeline, if needed, and begin providing intensive services including CFTMs.

m. Medi-Cal Provider Requirements:

In compliance with Medi-Cal Provider requirements:

i. Contracting Agency(s) shall:

a. Maintain facilities and equipment and operate continuously with at least the number and classification of staff required for the provision of services.

b. Provide periodic program reports, as required.

1) Agency(s) shall cooperate with DBH staff in all matters related to the monitoring of the programs to include program reviews and medical record audits.

2) Agency(s) must maintain medical records according to DBH standards and keep them on file for ten (10) years.

3) Agency(s) shall attend all mandatory DBH training.

ii. All children and youth referred for HFW shall be provided a thorough assessment in compliance with EPSDT Medi-Cal standards.

a. If the child/youth qualifies for EPSDT Medi-Cal SMHS, then the agency shall either provide or coordinate the delivery of SMHS.

b. If the child/youth is not a Medi-Cal beneficiary, the HFW agency shall evaluate insurance options, including applying for Medi-Cal. If this is not viable, a small portion of children/youth may still be served without Medi-Cal. The HFW agency must submit a request to serve such children/youth to the HFW Community Leadership Team.

c. If the child/youth's difficulties are such that they are ineligible for EPSDT Medi-Cal SMHS, they shall be referred to an appropriate behavioral/mental/medical health service provider under separate funding streams. This includes facilitating a transition of care to the appropriate Managed Care Plan.

d. DBH will not reimburse Contractor for services provided to ineligible clients. An ineligible client includes those that do not qualify for SMHS and those without Medi-Cal that have not been approved by the HFW Community Leadership Team.

e. DBH cannot reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries unless procedures (e.g., Presumptive Transfer of Medi-Cal) are complied with prior to the provision of services.

iii. Have a location that is accessible by public transportation and approved by DBH.

iv. Be certified or eligible for certification to seek Medi-Cal reimbursement. NOTE: Applicants do not need to be Medi-Cal certified at the time of application, but must become certified upon awarding of a contract.

v. A staff member may only provide one service at the same time.

vi. Comply with all State regulations regarding State Performance Outcomes measurement requirements, and participate in the outcomes measurement process as required by the State and/or DBH.

vii. Comply with all relevant DBH policies and procedures.

viii. Collaborate with DBH in the implementation of a Cultural Competency Plan for Medi-Cal beneficiaries and adhere to cultural competency requirements. DHCS mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies, procedures, and array of services must be culturally and linguistically appropriate.

ix. Coordinate and collaborate with DBH staff and County child placing agencies.

x. Provide periodic program reports, as required.

xi. Agency(s) shall cooperate with DBH staff in all matters related to the monitoring of the programs to include program reviews and medical record audits.

xii. Agency(s) must maintain medical records according to DBH standards.

xiii. Agency(s) shall attend all mandatory DBH training.

xiv. 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 sixty (60) days of the termination of the contract and discontinuance of services.

n. DHCS is clarifying the requirements for when providing HFW Specialty Mental Health Services or services in Psychiatric Residential Treatment Facilities (PRTFs), Community Treatment Facilities (CTFs), Short-Term Residential Therapeutic Program (STRTPs), and Children's Crisis Residential Programs (CCRPs). It is expected that HFW Providers will comply with the forthcoming requirements.

3. Administrative Requirements

a) Proposers must have the ability to maintain adequate files and records and meet statistical reporting requirements.

b) Proposers must have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

c) Subject to thirty (30) days advance notice, County may, at its sole discretion, require changes in Wraparound Provider's staffing patterns in accordance with workload demands related to the number of clients to be served.

d) Contractor will maintain, update, and provide a master list of all employees funded by this Contract to the County.

e) Contractor will update and submit a master list of all employees to the County within seventy-two (72) hours of changes, including, but not limited to, separation, assignment, or reassignment of staff on this Contract. The list shall include, but is not limited to, the name, classification, role, and assignment of the staff providing Wraparound Services.

f) County retains discretion to ensure compliance with the standards of staff to client ratios and census of children and families being served.

g) Agency(s) HFW operational plan shall include a parent support program focusing on (but not limited to):

   i. Understanding the child's unique needs.

   ii. Becoming informed advocates for their children.

   iii. Negotiating formal systems such as Juvenile Court, schools, and other agencies.

   iv. Participating in cross-disciplinary teams such as the CFT or an Individualized Education Planning group.

   v. Assuming leadership positions in parent groups and related forums.

   vi. Strengthening parenting skills and appropriate parent support systems.

h) In accordance with the County's requirements, needs, and mandates (format, timelines, and other stipulations to be detailed at time of contract award), Contracting Agency(s) will:

   ii. Maintain accountability for all HFW policies procedures.

   iii. Identify a single point of contact for HFW. Notify HFW Community Leadership Team, or designee, when the primary contact will be unavailable/out of the office for more than one (1) working day. Designee must respond to County inquiries within two (2) County business days.

   iv. Provide supervision that emphasizes the values and principles of the ICPM and HFW and the implications of the values for practice, programs, and systems.

   v. Inform the County of emergency or critical client incidents and submit LIC 624 Unusual Incident/Injury Report to the County referring worker and Wraparound Program Coordinator. Submit copies of all Community Care Licensing Incident Reports to the County as required by regulation.

   vi. Notify the County of all staff changes and current staff contact information via the Wraparound monthly report.

vii. Ensure CANS ratings, SMHS Service Plans, Individual Child and Family Plans (ICFP), and Safety Plans are completed, signed, and submitted in accordance with the County's requirements.

a. CANS ratings are made available through Objective Arts within three (3) business days of completing the assessment.

b. Plans for the provision of SMHS are established after the assessment is completed as per County guidance. No plan may exceed three hundred sixty-five (365) days.

c. Initial ICFPs within sixty (60) days and subsequent ICFPs at six (6) month intervals from Wraparound start date.

d. Safety Plans within thirty (30) days and as needed to be maintained as current

vii. Maintain a Mental Health Chart and required documentation as appropriate for each child.

viii. Ensure that all required HFW child and family referral information is entered into the Wraparound Fidelity Index (WFI) database, updated regularly, and current at all times. Training and implementation information will be provided.

ix. Assist in empowering CFTs (e.g., building on strengths, meeting needs, and securing services from a network of providers and completing appropriate service authorizations and agreements).

x. Monitor situation(s) requiring children to be placed or re-placed in a STRTP or other residential treatment program.

xii. Monitor and report to County all HFW staff activities involving the HFW child and family that are related to the Juvenile Court.

xiii. Review cases pending graduation and/or discharge to assure adequate transition planning and natural supports.

xiv. Provide a closing summary to the referring staff and the HFW Community Leadership Team, or designee, when the case is closed. This summary should include:

a. A list of natural supports that will be assisting the child and family.

b. A list of community resources the family will be able to use once the case has closed.

c. Functioning status of the child and family.

d. Contact information for providers of ongoing mental health services.

xv. Provide HFW direct service staff with tools to maximize safety (e.g., cell phones, pages, training on community safety, and/or training on detained children's civil rights.

4. HFW Performance/Reporting Requirements

Contracting Agency(s) shall:

a) In coordination with County personnel, will be responsible for tracking program outcomes consistent with State and County requirements, and reporting the progress of each Wraparound child and family. “Outcome Evaluation” (**Attachment P**) to this RFP details the requirements for HFW Outcomes Evaluation.

b) Collect, analyze, and report on evaluation elements and their outcomes as outlined in “Outcome Evaluation” (**Attachment P**).

c) Submit a written report on the progress of each child the month following the month in which the child was initially assessed or subsequently reassessed, at each six (6) month reassessment and exit report.

d) Meet with the HFW Community Leadership Team on a quarterly basis or at a frequency otherwise specified by the County to discuss and review outcome measures.

e) Monitor all funding and justify all expenses as reasonable and prudent, and in compliance with contract standards.

f) Develop methods for families to maintain self-sufficiency and to transition from formal to informal services and supports as the program progresses.

g) Track the number of children/families that successfully graduate from the program.

h) Maintain records and submit reports containing such data and information regarding the HFW Provider.

i) Agency’s services, performance costs, or other data as may be requested by County, upon a form approved by County.

j) Work collaboratively with the HFW Community Leadership Team to maintain openness to developing uniform standardized documents, forms, and reports that improve services, outcomes, and reporting, including, but not limited to, Safety Plans, Individualized Child and Family Plans, and Discharge Plans.

5. Client Admission/Identification

HFW is a community-based, family-centered, strength-based, needs-driven planning process designed to maintain seriously emotionally disturbed children in their community or at the lowest level of care possible. The children and youth in the target population are Medi-Cal Eligible, including wards or dependents who are in need of intensive home and community based services. These children and youth are at risk for needing some type of residential care (e.g., inpatient psychiatric hospital or STRTP), or they are transitioning from such a facility. Additionally, a small number of children involved with San Bernardino County Probation will qualify for HFW even though they are not Medi-Cal Eligible. Children and youth qualifying for HFW will meet the yet to be specified criteria for HFW to be provided by DHCS.

DHCS is establishing HFW Decision Support Criteria (DSC) for youths ages six (6) years and older in Medi-Cal and FSP, which shall be applied using CANS scores. The HFW DSC are a research-based tool/process intended to support clinical decision-making and statewide consistency in determination of need for HFW.

DHCS has not established HFW DSC for youth ages zero (0) through five (5) years.

Additionally, a priority population for this program are children and youth who request assistance through the FURS. This population will first speak to CFS through the established FURS structure and CFS will link the children and youth to the HFW provider.

6. Outcomes / Evaluation

a) Process Measures:

i. Ninety-five (95%) percent of all San Bernardino County Medi-Cal beneficiaries referred for HFW will receive a full assessment within seven (7) calendar days.

ii. The average number of encounters per month will not be less than eight (8) to ten (10), with the minimum number of encounters required by DHCS always being met if a HFW Monthly Rate is being invoiced.

iii. The average number of SMHS hours, in addition to the HFW encounters which are part of the HFW Monthly Rate, provided to a client will not be less than 2.5 per week during the first three (3) months of service provision.

iv. Clients receiving the HFW Monthly Rate will not have any of the SMHS prohibited by DHCS (e.g., ICC) submitted for billing in the same month.

v. Ninety-five (95%) percent of foster children identified as “Sub-Class Members” in accordance with the ICPM and the Katie A. Settlement will be accurately identified as such in the DBH billing system (e.g., myAvatar).

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

i. Data is gathered through the billing systems, which will be completed by the seventh (7^{th}) 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.

ii. Exception is the “opening” and “closing” of client within the County’s current billing and transactional database system. This will be done within five (5) working days of admission and discharge from the facility.

iii. Data shall be entered into Objective Arts within three (3) business days of completion.

c) Adverse Childhood Experiences (ACES) information shall be obtained for all children and youth:

i. Within thirty (30) days of admission,

ii. Annually, throughout the duration of treatment, and

iii. Upon discharge from services.

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

i. Within thirty (30) days of admission,

ii. Every six (6) months, and

iii. Upon discharge from services

iv. 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 HFW staff. If no parent/caregiver is involved, HFW staff documents this status in the clinical record.

e) Child, Adolescent Needs and Strengths Assessment – San Bernardino shall be completed:

i. Within fifteen (15) days of initial assessment.

ii. Every three (3) months.

iii. At a frequency consistent with ACL 25-10 or more current instructions from DHCS or CDSS.

iv. Within thirty (30) days of discharge.

v. 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. In no case shall a period of more than three (3) months pass without completing a CANS-SB.

c. A CANS-SB is not required at discharge if a three (3) 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.

f) Document Assessment Review Tool (DART) shall be completed:

i. The baseline fidelity assessment must be completed within nine (9) months of establishing a new HFW provider site.

ii. The first assessment must be completed within fifteen (15) months of establishing a new HFW provider site.

iii. The second fidelity assessment must be completed within twelve (12) months of the first fidelity assessment.

iv. To maintain Full Fidelity Designation, HFW providers must complete fidelity assessment annually.

v. Clarifications:

a. HFW provider sites must achieve and maintain Fidelity Designation for the County to claim the HFW Monthly Rate.

b. Counties may claim the HFW Monthly Rate for up to nine (9) months before each HFW agency completes their fidelity assessment.

c. HFW provider sites must receive meet or surpass “minimum fidelity thresholds” for six (6) of the seven (7) DART subclass to pass the first fidelity assessment, receive minimum Fidelity Designation and maintain Full Fidelity Designation.

g) Program Goals:

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 mental illness for adults and serious emotional disorders for children and youth.

h) Key Outcomes:

i. Key Outcome related to service appropriateness:

a. 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 reducing multiple out-of-home placements:

a. Decreased placement changes due to behavioral problems.

b. Increased residential stability (e.g., as operationalized by the CANS/ANSA).

iii. Decreased difficulties in home that could lead to removal (e.g., as operationalized by the CANS).

iv. Key Outcomes related to service effectiveness:

a. Improved functioning.

b. Reduction in symptom distress.

c. Improvement in work or school performance.

d. Well-being and positive health (e.g., development of Strengths as operationalized by the CANS).

v. Key Outcomes related to reducing subjective suffering:

a. Increased resiliency.

b. Decreased impairment in general areas of life functioning (e.g., health/self-care/housing, occupation/education, legal, managing money, interpersonal/social).

7. Staffing Requirements

Staff coverage is expected twenty-four (24) hours a day, seven (7) days per week; a staff roster must be kept current and must be provided to the DBH Program Manager or designee (e.g., contract monitor) on a regular basis and/or within three (3) business days when changes occur.

As stated in Section 10.3 of the UC Davis HFW standards, each youth receiving HFW has paid supports alongside natural supports, with the youth and their caregiver(s)/family/Tribe, in the case of an Indian child, sitting at the head of this team. The Medi-Cal HFW staff consists of the paid supports staffed by the HFW provider to provide the HFW core set of services to the youth. Additional paid supports (e.g., clinical therapist, teacher, etc.) may be part of this team. UC Davis HFW Certification requests that staff fulfill the following roles or functions on a HFW team. One staff member may fulfill more than one role for the agency; however, UC Davis standards are such that no one staff will fulfill more than one role for an individual family. The direct and indirect staff are listed with guidelines to the ratios of staff to clients. This ratio is not firm and actual ratios are expected to be within a range that is clinically appropriate.

a) Direct Service Staff:
    i. Youth/Peer Partner (NOTE: Activities are claimed separately from HFW monthly rate) (1:10)
    ii. Caregiver/Parent Partner (1:10)
    iii. HFW Facilitator (1:10)
    iv. Family Specialist (1:10)

b) Indirect Staff
    i. HFW Supervisor/Manager (license not required) (1:40)
    ii. Clinical Supervisor (licensed) (1:80)
    iii. Fidelity Coach (1:40)
    iv. Community Developer (1:80)

The role of each member of the Medi-Cal HFW staff is described further below.

CFT

➢ The youth and family ➢ Tribes in case of an American Indian Youth ➢ Natural Supports approved by the youth and family and participate in the HFW plan of care implementation (e.g. caregivers, friends, chosen family) ➢ Representatives from other systems /services (e.g., Probation Officer, social worker, coach, teacher, Multisystemic	**Medi-Cal HFW Staff** (part of the CFT) ➢ HFW Facilitator ➢ Caregiver/Parent Partner ➢ Peer Partner ➢ HFW Supervisor ➢ Licensed Clinician ➢ Community Developer

Therapy Provider) as appropriate by the youth/family	

When a youth and family have HFW, the HFW staff become part of the CFT ensuring there is one team for the youth and family that is inclusive of multiple formal support systems (see above) a youth may need, as well as community-based and natural supports.

The HFW team is responsible for delivering HFW and performing the following eight (8) functions, which encompass the Medi-Cal HFW core group of services:

1. Facilitation and Team Communication
2. Assessment, Care Planning and Documentation, Reassessment
3. Crisis Stabilization and Safety Planning
4. Care Coordination, Referrals, Systems of Care Linkages
5. Child/Youth and Family Supports
6. Team Oversight, Training, and Fidelity Monitoring
7. Clinical Supervision and Oversight
8. Care Transition Support

Many of the HFW team functions overlap and can be performed by the same individual. Consistent with DHCS's Comprehensive Quality Strategy and MHP contract requirements, teams are expected to deliver culturally responsive care and observe National CLAS Standards, which describe a framework to deliver services that are culturally and linguistically appropriate and respectful, and that response to individuals' cultural health beliefs, preferences, and communication needs.

b. Maintain staff ratios as needed to provide EPSDT SMHS as specified by Federal, State, and local laws and regulations.

c. Personnel will possess appropriate licenses, certificates, and qualifications in accordance with applicable statutes and regulations.

d. The selected Vendor(s) will obtain, maintain, and comply with all necessary government authorizations, permits, and licenses to conduct its operations.

e. The selected Vendor(s) will comply with applicable Federal, State, and local laws, rules, regulations, and orders in its operations including compliance with all applicable safety and health requirements as to the selected Vendor(s)' employees.

f. The selected Vendor(s) will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits for the duration of the Contract. The selected Vendor(s) will notify the County immediately of loss or suspension of any such licenses and permits.

g. The selected Vendor(s) are expected to provide training for staff on an ongoing basis, including training on the issue of service to culturally diverse children and their families. Topics of training should include, but not be limited to, behavioral

techniques, trauma informed care, incorporation of the CANS within treatment planning and delivery, and any additional topics appropriate for the specific population served.

h. The selected Vendor(s) must have staff with bilingual (Spanish) ability available within the direct services staff pool. The selected Vendor shall endeavor to obtain other linguistic/translation capacity as warranted, including collaboration with DBH on resource identification.

i. Background Checks

In addition to the requirements listed under Section V. Contract Requirements, A. General, selected Proposer(s) will supply documentation for all staff, including, but not limited to:

1. California Driver's License
2. Contractor shall inform DBH within twenty-four (24) hours or next business day of any allegations of sexual harassment, physical abuse, etc., committed by Contractor's employees against clients served under this Contract. Contractor shall report incident as outlined in Notification of Unusual Occurrences or Incident/Injury Reports paragraph in the Administrative Requirements.
3. Contractor staff hired to perform services under the proposed Contract shall have the specific mental health experience, training, and/or skills described below, including required licensed waivers/registrations, in order to provide services. Staff requirements under Title IX and XXII apply.

Specific positions within the HFW Programs shall include:

1. Clinician – Clinical services and supervision of the program shall be the responsibility of a licensed clinical professional: Licensed Psychologist (Ph.D./Psy.D.), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), or Licensed Marriage and Family Therapist (LMFT), 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.
2. Licensed Clinician – Supports non-clinical staff providing engagement and clinical consultation to possible intensive interventions (e.g., crisis management), and assessments for youth and families and works with the HFW Supervisor, who assures that the staff are timely and collaborative. Both the Licensed Clinician and the HFW Supervisor are present for HFW staff oversight; they help to ensure adequate training and play an important role in fidelity monitoring.

3. Community Developer – An ancillary staff role to support the HFW staff in identifying and facilitating coordination of community resources. Identifies natural supports for the young person or their family (e.g., recreational programs, neighborhood and civic organizations, etc.). This role allows other HFW staff (e.g., the HFW Facilitator) to spend more time directly serving the youth and family and less time locating services in the community.

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 Licensed Marriage and Family Therapist (LMFT), who possesses experience developing behavioral treatment plans for and working with emotionally and behaviorally disturbed children/youth and their families/care providers. This individual will oversee the Initial Treatment Plan 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 the TBS coach to provide supervision. The TBS Supervisor cannot be the same as the Specialty Mental Health Provider (SMHP).

5. 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 (30) semester (forty-five (45) quarter) units of completed college coursework in behavioral or social science; (2) Sixty (60) semester (ninety (90) quarter units) of completed college coursework, which includes fifteen (15) semester (twenty-three (23) quarter) units in behavioral science; or (3) 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.

6. 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. This staff member's role is to provide support and education to the client family. Parent Partners must have personal parenting experience with an emotionally/behaviorally-disturbed child. This staff directly supports and engages caregivers new to the HFW process, such as by educating them about how the CFT works, as well as by identifying shared values and experiences that they have in common with the caregiver receiving HFW. Supports caregivers to understand their youth's behaviors and to try new approaches to caregiving. Caregiver Peer Support is integral to ensuring HFW delivery is youth and family-driven.

7. Youth Partner – Young Adults with lived experience receiving services from child welfare, juvenile probation, or children's behavioral health systems. Youth Partners

offer unconditional acceptance, understanding and support while forging authentic connections, because they have "been there" not so long ago and understand at a deep level how difficult these experiences can be. Youth Partners offer an example of hope and the power of perseverance for children and youth who may be feeling hopeless, skeptical, and/or suspicious of systems which may have failed them or fallen short of providing what they needed. They have experienced what it's like trying to achieve developmental tasks as an adolescent while coping with their own unmet needs and system involvement. NOTE: Services provided by a youth partner are not included in the Monthly HFW Rate and shall be documented and claimed as independent SMHS.

8. Certified Medi-Cal Peer Support Specialist – DHCS has articulated Medi-Cal Peer Support Specialist Certification program which is appropriate for both the Parent Partner and Youth Partner position to complete. It is expected that Parent Partners and Peer Partners will be enrolled in, or completed, this certification process.

9. Program Supervisor – Under general direction, this individual supervises the operation and staff of a clinic. A Program Supervisor must be licensed in California as a Marriage and Family Therapist, a Clinical Social Worker, or a Psychologist. The duties of the Program Supervisor include supervision of Clinical Therapists and other support staff and planning and coordination of the work of the clinic staff. The Program Supervisor shall also act as a resource for therapists on issues related to treatment on specific cases or types of cases, review treatment plans and therapeutic techniques utilized, ensure that therapists provide treatment within the scope of licensure, provide comprehensive psychotherapeutic treatment services for the most severely disturbed clients, perform diagnostic evaluations, and develop and implement treatment plans and conduct therapy within the scope of the license.

10. 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.

11. TBS Coaches – NOTE: These are service providers, not fidelity 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 a 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/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. The IHBS coach must be available at the designated site of service to:

    a) Provide structure and support.

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

c) Minimize impulsivity.

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

e) 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.

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

g) Coaches must successfully complete a TBS training program and must obtain the following clearances:

(1) Department of Justice fingerprint check.

(2) California Driver's License DMV printout.

(3) TBS Coaches must possess a valid California driver's license and have access to a vehicle.

12. Volunteers – Volunteers are unpaid, unlicensed staff which provide informal supports. Volunteers must still comply with the County's HIPAA training before rendering any service.

NOTE: The proposer needs to explain how they would utilize "non-professional" as compared to "professional" staff in the provision of "formal" versus "informal" supports. Since the term "professional" denotes licensure or certification at a minimum, "formal" supports would be those that are required or recommended by the professional licensure or certification in the practice of their specialty. "Non-Professional" would refer more typically to "Parent/Family Partners/Advocates" or non-agency staff (e.g., friends, religious leaders) providing non-clinical supports to or on behalf of Families and the child/youth.

Staff are expected to fulfill one or more of the following roles:

1. ICC Coordinator – Within the 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. NOTE: (1) This role may be one of the responsibilities of a clinical staff who has other duties as well and (2) although ICC may not be claimed when the Monthly HFW Rate is claimed, it is expected that a HFW team member shall be identified as the ICC Coordinator and fulfill related responsibilities.

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. Family Specialist – The Family Specialist role is important to the success of Wraparound, creating a high level of trust with the child/youth and adults as individualized proactive interventions are planned and implemented within the family and community. The Specialist works primarily with the child/youth providing support, enhancing connections in community and school environments that build on or develop strengths, and developing functional coping skills to replace non-productive behaviors. The Specialist also supports parents/ caregivers to avoid or navigate crisis escalation patterns, with support available twenty-four (24) / seven (7) in most cases. Through the work of the Specialist, parents or caregivers, children and youth, and other important adults are supported to interact in more positive ways, responding to needs effectively and participating in a reciprocal learning process
5. HFW Facilitator – Works with youth and family to identify CFT members and leads the HFW team to develop and implement the youth/family's HFW plan of care in the context of the CFT. Works with the youth and their caregiver(s) to develop ownership of and be prepared to manage their own plan at transition. Minimum education requirements for HFW Facilitator is a bachelor's degree.
6. HFW Fidelity Coach – Works directly with HFW staff to facilitate develop and accurate utilization of HFW techniques and process. At this point local HFW providers are expected to work closely with the HFW Centers for Excellence (COE) (i.e., UC Davis) and facilitate fidelity in compliance with COE expectations. Minimum education requirements for HFW Fidelity Coach is a bachelor's degree.
7. HFW Supervisor – Responsible for the recruitment, selection, training, coaching and management of the members of the HFW team who provide direct services to youth and families. Ensures that team members follow the HFW process with fidelity. The Supervisor will work with members of the team, but not necessarily directly with the youth and their family except during formal CFT meetings. Minimum education requirements for a HFW Supervisor is a clinician with a master's degree or doctorate with a valid and active license with the state of California.

Additional Roles Required of Staff: Contractor is responsible for ensuring all staff are provided sufficient support to maximize their utilization of various data systems. Currently, this includes utilization of Objective Arts, the CANS-SB tracking and reporting system and transactional database system, and the local billing system. Expectation is that Contractor will have a sufficient number of staff fully trained in these systems and functioning as subject matter experts so that they are able to support other staff as needed. 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:

- AB 1299 Point of Contact

- CANS Super User (SME)
- FTP User (2)
- Intensive Care Coordinator (ICC) (when appropriate)
- Katie A. Liaison
- myAvatar Super User (SME)
- Objective Arts Super User (SME)

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

9. Facilities Requirements

Awarded agencies must have a physical location within or near the targeted area to be served. This location must be approved by DBH Program's division. The intention is to have an appropriate work location that accommodates employees appropriately and may be utilized for the provision of SMHS. Agencies are expected to maintain facility(ies) and equipment and operate continuously with at least the number of classified staff required for the provision of services. In addition to standard Medi-Cal requirements, complete data entry requirements needed to meet any State requirements.

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 RFP 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. 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 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

a. Contractor agrees to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C, and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Welfare and Institutions Code Sections 5328 et seq. and 14100.2, Title 22, California Code of Regulations Section 51009 and Title 42, Code of Federal Regulations Part 2. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of DBH's, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance. Contractor shall have all employees sign acknowledgement of the Oath on an annual basis. Contractor shall not use or disclose PHI other than as permitted or required by law.

b. When a business associate relationship exists:

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 (**Exhibit 1**). 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.

c. When no business associate relationship but medical information is involved use:

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. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

d. For general contracts where confidential information may be exchanged use:

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the 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 Behavioral Health Services Act (BHSA) programs, Contractor agrees to meet the goals and intention of the program as indicated in the related 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 Reimbursement

a. Contractor is required to become Medi-Cal certified in order to provide and be reimbursed 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 this Agreement, the County shall reimburse Contractor in arrears for eligible expenditures provided under this Agreement 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 reimbursements to Contractor will be based upon State adjudication of Medi-Cal claims, contractual limitations of this Agreement, 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, audits, as such payments, are subject to future County, State and/or Federal adjustments.

d. All expenses claimed to DBH must be specifically related to the contract. After fiscal review and approval of the billing or invoice, County shall provisionally reimburse Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:

1. The County will reimburse Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments, edits, and future settlement and audit processes.
2. Reimbursement for Modes 45 and 60 provided by Contractor will be at net cost.
3. Reimbursement for mental health services claimed and billed through the DBH treatment claims processing information system will utilize provisional rates.
4. 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.
5. 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 Reimbursement 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 monthly amount, which amount shall be determined as noted.

1. For each fiscal year period, no single monthly payment for any mode of service shall exceed one-twelfth (1/12) of the maximum allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the Agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly services claims which exceed one-twelfth (1/12) of the maximum for that mode

of service. Each claim shall reflect the actual costs expended by the Contractor subject to the limitations and conditions specified in this Agreement.

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 times the provisional rates in the DBH claiming system, and non-billable mode of services, 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] for services shall not exceed Contracted amount or County's Maximum Obligation. The provisional rates will be reviewed at least once a year throughout the life of the Contract and shall closely approximate final actual cost per unit rates for allowable costs. All approved provisional rates will be superseded by actual cost per unit rate.

1. In accordance with WIC 14705 (c) Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement.

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

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

i. Contractor shall make its best effort to ensure that the proposed provisional reimbursement rates do not exceed the following: Contractor's published charges and Contractor's actual cost.

j. 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.

k. Pending a final settlement between the parties based upon the post Contract audit, it is agreed that the parties shall make preliminary settlement within one hundred twenty (120) days of the fiscal year or upon termination of this Agreement.

l. 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.

m. 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.

n. 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.

o. As this contract may be funded in whole or in part with Mental Health Services Act funds signed into law January 1, 2005, Contractor must verify client eligibility for other categorical funding, prior to utilizing MHSA funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to MHSA. Contractor will be required to reimburse funds to the County.

p. 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 http://www.opm.gov/ (U.S. Office of Personnel Management).

q. 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.

r. Contractor shall have a written policy and procedures which outline the allocation of direct and indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data may be used. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost. Contractor must notify DBH in writing if the indirect cost rate changes.

s. As applicable, for Federal Funded Program, Contactor shall charge the County program a de Minimis fifteen percent (15%) of the Modified Total Direct Cost (MTDC) as indirect cost. If Contractor has obtained a "Federal Agency Acceptance of Negotiated Indirect Cost Rates", the contractor must also obtain concurrence in writing from DBH of such rate.

For non-Federal funded programs, indirect cost rate claimed to DBH contracts cannot exceed fifteen percent (15%) of the MTDC of the program unless pre-approved in writing by DBH or Contractor has a "Federal Agency Acceptance of Negotiated Indirect Rates."

The total cost of the program must be composed of the total allowable direct cost and allocable indirect cost less applicable credits. Cost must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both, reference Title II Code of Federal Regulations (CFR) §200.414 indirect costs. All cost must be based on actual costs instead of estimated costs.

t. Prohibited Payments

1. County shall make no payment to Contractor other than payment for services covered under this Contract.
2. 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)].
3. In accordance with Section 1903(i) of the Social Security Act, County is prohibited from paying for an item or service:
    a. 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.
    b. 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).
    c. 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.
    d. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

u. 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:

v. 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 for 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.

w. 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. Claims for

Reimbursement 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.

x. 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.

y. 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.

z. 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.

aa. As this contract may be funded in whole or in part with Mental/Behavioral Health Services Act funds signed into law January 1, 2005, Contractor must verify client eligibility for other categorical funding, prior to utilizing Mental/Behavioral Health Services Act funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to Mental/Behavioral Health Services Act. Contractor will be required to reimburse funds to the County.

bb. 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 http://www.opm.gov/ (U.S. Office of Personnel Management).

cc. 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.

dd. The FFS reimbursement 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 24-Hour and Specialty Services, or designee. Any modification must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract.

ee. 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 a drug.

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

b. If Contractor receives Medi-Cal reimbursement, 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.

c. 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 L)** at time of the initial Contract execution and annually thereafter.

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

e. 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.

f. 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.

g. 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.

h. 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 reimbursement 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 M.**

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.

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.

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. Reserved

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.

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 RFP 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 RFP 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 thirty (30) days of Contract effective date.

48. Reserved

49. Reserved

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. Federal Contracting Provisions

This Agreement is federally funded and subject to the additional terms on **Exhibit 2** Federal Contracting Provisions.

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 ten thousand dollars ($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 anyway 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 two hundred fifty thousand dollars ($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) Two million dollars ($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 RFP 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 RFP.

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

A. If the Contractor (defined as the agency submitting the proposal) intends to subcontract any part of the services 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. **NOTE: The only services permitted to be subcontracted for this program are Medication Support Services. Refer to Article XI. PROPOSAL SUBMISSION, C. Proposal Format, #7. Subcontractor Information for more details.** The MOU must clearly define the following:

1. The name of the subcontracting agency.

2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.

3. The amount of funding to be paid to the subcontracting agency.

4. The subcontracting agency's role and responsibilities as it relates to the Contract.

5. A detailed description of the methods by which the Contractor 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.

(***Reminder: If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding.***)

B. Contractor agrees not to enter into any subcontracting contracts for services under the Contractor without first obtaining written approval from the County. Any subcontractor shall be subject to all applicable terms and conditions as the Contractor. The Contractor will be fully responsible for any performance of a subcontractor. County will not reimburse Contractor or subcontractor for any expenses rendered without County approval in writing of any contract between the Contractor and any subcontractor for the fiscal year in which the subcontracting services started

C. Contractor shall obtain DBH's written consent, which DBH may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At DBH's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by DBH, resumes of proposed subcontractor personnel.

D. Contractor shall remain directly responsible to DBH for its subcontractors and shall indemnify the County for the actions or omissions of its subcontractors under the terms and conditions specified in Indemnification and Insurance Article.

E. 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 V.

Upon expiration or termination of the 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.

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 RFP, to include all appendices, attachments, exhibits, schedules, and addenda (as applicable) and agrees that all requirements of this RFP 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 RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP 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 must be received no later than 4:00 PM (PST) on THURSDAY, OCTOBER 15, 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 (1) original, with original signatures,** which may be bound. The **original proposal** must be clearly marked "**Original Proposal**" or the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one (1) copy to be used as the **original proposal**. If discrepancies are found between the original and copies of the proposal, the proposal may be rejected. However, if not rejected, the **original proposal** will provide the basis for resolving such discrepancies.

2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL – High Fidelity Wraparound Services – RFP DBH #25-187."**

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 RFP 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:

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 Proposals, High Fidelity Wraparound Services - RFP DBH # 25-187. ☐ 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 RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.
2. Proposal Submission Checklist	☐ Complete and include **Attachment A** to ensure that all requested items have been included.
3. Table of Contents	☐ Complete a table of contents for the entire proposal with respective page numbers opposite each topic (see **Attachment B**).
4. Statements of Certification and Reportable Conditions	☐ 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 RFP.
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. This should provide a broad understanding of the Proposer's entire proposal. ☐ b. A narrative description of the proposed plan to achieve the program objective and requirements addressing the following elements: ☐ 1) 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.

- ☐ 2) Describe activities to be provided within the HFW Service Package with detailed information about activities provided within the Monthly HFW Rate and those provided through additional SMHS.
- ☐ 3) Outline the service approach in terms of general treatment intensity (if applicable), frequency, and array of service and expected length of service.
- ☐ 4) Describe the plan for participation in the implementation of FURS.
- ☐ 5) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure. Differentiate between the HFW team and other professionals.
- ☐ 6) Describe how the Agency will utilize formal and informal supports provided by professionals and non-professionals in the provision of services.
- ☐ 7) Discuss Agency's methods for achieving goals cost effectively.
- ☐ 8) State the address of the facility and explain why it is appropriate for this contract (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.).
- ☐ 9) Describe the Agency's capacity.
- ☐ 10) Describe the Agency's experience.
- ☐ 11) Explain how the Agency will develop an advocacy and support network.
- ☐ 12) Describe how the Agency will respond to the training requirements, including a demonstrated High Fidelity Training Plan as indicated under Section IV, C-2, Paragraph 9.6.
- ☐ 13) Explain how the Agency will meet any special program or funding requirements.
- ☐ 14) Provide some examples of the outcomes expected.
- ☐ 15) 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.).
- ☐ 16) Estimate the anticipated cost per participant.
- ☐ 17) Describe the process of transitioning to a lower level of treatment or recovery.
- ☐ 18) Describe your Agency's understanding of the target population, with special articulation about serving dependents, wards, non-system involved children and youth, and TAY aged youth.

☐ 19) Describe your Agency's ability to provide required services consistent with HFW and the Integrated Core Practice Model (ICPM), including clinical services and management of data tracking requirements. This includes the HFW Service Package (i.e., Monthly HFW Rate activities and additional SMHS provided.)

☐ c. 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 legal entity such as corporation, partnership, etc.

☐ b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.

☐ c. A statement that the prospective Proposer has a demonstrated capacity to perform the required services.

☐ d. List any applicable licenses, permits, and/or certifications presently held and indicate ability to obtain any additional licenses, permits, and/or certifications that may be required.

☐ 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.

☐ 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. Experience incorporating Child and Adolescent Needs and Strengths (CANS) within an assessment and treatment planning processes. This will be evidenced by both a familiarity with the tool and description of how it is incorporated into clinical processes.

☐ j. With respect to contracts completed during the last five (5) 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.**

☐ k. 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.**

☐ l. 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.**

☐ m. 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	If Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. **NOTE: The only service which may be subcontracted for this program is Medication Supportive Services.**
	☐ 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 RFP 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. Financial Capability - 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**). ☐ 1) a. In accordance with CDSS MPP Section 23-610(L), submit the three (3) most recent and complete annual audited financial statements; the most recent must be completed within the past eighteen (18) months. **-OR-** ☐ 1) b. If the business has been in existence for less than three (3) 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 one hundred twenty (120) days prior to the date of submission of this Proposal.
9. Indemnification and Insurance Requirements Affidavit	☐ 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. Budget Proposal	☐ Submit complete Budget Proposal (Schedule A's and B's) for **each** proposed geographic service option, for **each** fiscal year and for **each** site (if applicable) for cost analysis purposes (Use **Attachment J** – Cover Page). Electronic version of Budget Schedules A and B will be emailed to each agency upon verification of proposal conference attendance or 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 WILL 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 RFP. Provide Contact Name, Address, Phone Number, and dates Services were provided. **(Attachment K)**.
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**, include all required documents, and be in compliance with all the requirements of this RFP.

   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. Demonstrated understanding of the target population, with specific articulation about serving dependents, wards, non-system involved children and youth, and TAY aged youth.

b. Ability to provide required services consistent with HFW and the Integrated Core Practice Model (ICPM), including clinical services and management of data tracking requirements. This includes the HFW Service Package (i.e., Monthly HFW Rate activities and additional SMHS provided).

c. Ability to participate in the implementation of FURS.

d. Demonstrated a High Fidelity Training Plan as indicated under Section IV, C-2, Paragraph 9.6.

e. Demonstrated ability to serve the number of unduplicated participants indicated under Section IV, Paragraph C-2.

f. Ability to provide specified services to target population within 90 days of contract start date. NOTE Proposer does NOT need to be Medi-Cal certified at time of review, BUT needs to be able to become Medi-Cal certified. Rating of this ability is largely based upon existing agency structure (e.g., having people already engaged in this activity, past experiences (e.g., with DBH or other counties) and/or the clear presentation of the demands required of a proposer to meet Medi-Cal qualifications.

g. Has experience incorporating Child and Adolescent Needs and Strengths (CANS) within assessment and treatment planning processes. This will be evidenced by both a familiarity with the tool and description of how it is incorporated into clinical processes.

h. Staffing levels and qualifications as indicated in the RFP.

i. Appropriate facility location to proposed service area and demonstrated ability to provide required services in the specific geographic area.

j. Demonstrated ability to serve specific geographic area.

k. Ability to identify key outcome objectives and to perform outcome measures and provide data as specified in the RFP, which includes utilizing the CANS.

PROGRAM COMPONENTS (65%OF FINAL SCORE)	**% weighted value**
a. Demonstrated ability to serve target population.	**20%**
b. Ability to provide required HFW services as specified in the RFP.	**20%**
c. Ability to participate in the implementation of FURS.	**10%**
d. Demonstrated an appropriate High Fidelity Training Plan	**5%**
e. Demonstrated ability to serve the number of unduplicated participants indicated.	**5%**
f. Ability to provide specified services by contract start date.	**5%**
g. Has experience in providing services described in RFP.	**5%**
h. Meets staffing levels and requirements.	**10%**
i. Appropriate facility location to proposed service area, availability of transportation, and facility layout.	**5%**
j. Ability to provide required services in the specified geographic area.	**5%**
k. Ability to perform outcome measures.	**10%**
Total Program Component	**100%**

Below is a ***SAMPLE*** of 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 appropriately located.
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 appropriately located.
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 appropriately located.
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 to be appropriately located.
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.
0	• Information submitted is non-responsive. • Failure to submit requested information. • Failure to address the requirements as requested in the RFP 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:

I. 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)

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 team 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 cost per participant 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 cost per participant 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 cost per participant 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 cost per participant 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 will best meet the needs of the County and the requirements of this RFP.

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. Local Preference will be applied per County Policy 11-10

C. Negotiations and Notice of Intent to Award

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 the Proposer(s) of the highest-ranked Proposal(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 the Proposer and the County, after a good faith effort, simply cannot come to terms;

Then the County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest rated Proposer.

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, Section B, 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:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. 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
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 RFP 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 RFP 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 RFP. 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:

ATTACHMENT A

PROPOSAL SUBMISSION CHECKLIST

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

	Items Completed	Number of Pages
1.	Cover Page	
2.	Attachment A – Proposal Submission Checklist	
3.	Attachment B – Table of Contents	
4.	Attachment C – Statements of Certification	
5.	Attachment D – Reportable Conditions	
6.	Proposal/Narrative Description	
7.	Statements of Experience	
8.	Attachment E – Disclosures, Exceptions, and Public Records Act Exemptions to RFP	
9.	Attachment F – Subcontractor Information; with attached copy of MOU	
10.	Attachment G – Financial Capability - Audited Financial Statements	
11.	Attachment H – Indemnification and Insurance Requirements Affidavit	
12.	Attachment J – Budgets Cover Page (with appropriate budget submissions)	
13.	Attachment K – References Form	
14.	Attachment L – Attestation Regarding Ineligible/Excluded Persons	
15.	Attachment N – Local Vendor Preference Self-Certification (if applicable)	
16.	Exhibit 1 – Business Associate Agreement (if necessary)	
17.	Exhibit 2 – Anti-Lobbying Certification	

Proposer Name:
Address:
Direct Telephone No.: Fax No.:
Email Address:
Federal Tax ID:
RFP Contact:
Name of Authorized Representative:
Title of Authorized Representative:

By signing below, the individual acknowledges that he/she has the authority to bind the Proposer to the terms of the Proposal. The individual further acknowledges that he/she has read and understands the RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.

Signature of Authorized Representative: _____

Date: _____

ATTACHMENT B

TABLE OF CONTENTS

ATTACHMENT C

STATEMENTS OF CERTIFICATION

	Statement	Agree (Initial)	Disagree with requirement (initial and explain in E- Exceptions)
1.	Services will be provided as described in the Request for Proposals, beginning January 1, 2027 and continuing through December 31, 2031. Target area(s) (Check all that apply): ☐ Central Valley Region ☐ Mountains to Arrowhead Region ☐ Mountains to Big Bear Region ☐ West Valley Region ☐ Eastern Desert Region ☐ High Desert Region		
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 RFP 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 RFP 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 had 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 principles is presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in transactions with federal departments or agencies. Refer to **Attachment Q.**		

Signature (Authorized Signer)

Date

Print/Type Name

Agency

Address

ATTACHMENT E

DISCLOSURES, EXCEPTIONS, AND PUBLIC RECORDS ACT EXEMPTIONS TO RFP

DISCLOSURES

Proposer reports the following:

EXCEPTIONS

Proposer has reviewed the RFP 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 does not meet the requirements of this section will not be considered.**

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

ATTACHMENT F

SUBCONTRACTOR INFORMATION

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 of **High Fidelity Wraparound Services RFP, RFP DBH #25-187.**
I have attached an MOU with original signatures to this sheet for DBH review.

Signature: _____ Date: _____

Print/Type Name: _____ Title: _____

ATTACHMENT G

FINANCIAL CAPABILITY – AUDITED FINANCIAL STATMENTS

Use this page as a cover sheet for financial documents.

Per Section XI, Sub-Section C, Item #8 of this RFP:

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 REQUIRMENTS 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 Proposal (RFP). 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 RFP 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 Section X, 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 RFP with your email question(s)).

ATTACHMENT I

Reserved for Future Use

ATTACHMENT J

BUDGETS COVER PAGE

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. Electronic version will be e-mailed to each agency upon verification of proposal conference attendance or upon request, as appropriate.

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 FORM

Name of Agency	Contact Name/Title	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 RFP. Provide Contact Name, Address, Phone Number, and dates Services were provided.

*Enter "**Present**" if still providing the services (Example: 10/08/03-Present).

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

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 subcontractors 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 subcontractors 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 twenty-four (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 subcontractors 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

REFERENCE DOCUMENT **ATTACHMENT M**

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 username 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 N

LOCAL VENDOR PREFERENCE SELF-CERTIFICATION

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 __Agency Name__ 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 __Locations__ (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 initiating 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 Contact Person 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 County. 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 __Agency Name__ and can be legally bind the company.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

ATTACHMENT O

HIGH FIDELITY WRAPAROUND GEOGRAPHIC SERVICE OPTIONS

Note: The Estimated Unduplicated Client Count for One Fiscal Year is based on an average length of service episode of eight (8) months.

West Valley Estimated Unduplicated Client Count for One Fiscal Year: 575 to 625		
ZIP	**City**	**County**
91701	Alta Loma, CA	San Bernardino
91737	Alta Loma, CA	San Bernardino
92316	Bloomington, CA	San Bernardino
91709	Chino Hills, CA	San Bernardino
91708	Chino, CA	San Bernardino
91710	Chino, CA	San Bernardino
92334	Fontana, CA	San Bernardino
92335	Fontana, CA	San Bernardino
92336	Fontana, CA	San Bernardino
92337	Fontana, CA	San Bernardino
91743	Guasti, CA	San Bernardino
92358	Lytle Creek, CA	San Bernardino
91763	Montclair, CA	San Bernardino
91758	Ontario, CA	San Bernardino
91761	Ontario, CA	San Bernardino
91762	Ontario, CA	San Bernardino
91764	Ontario, CA	San Bernardino
91798	Ontario, CA	San Bernardino
91701	Rancho Cucamonga, CA	San Bernardino
91737	Rancho Cucamonga, CA	San Bernardino
91729	Rancho Cucamonga, CA	San Bernardino
91730	Rancho Cucamonga, CA	San Bernardino
91739	Rancho Cucamonga, CA	San Bernardino
92376	Rialto, CA	San Bernardino
92377	Rialto, CA	San Bernardino
91784	Upland, CA	San Bernardino
91785	Upland, CA	San Bernardino
91786	Upland, CA	San Bernardino

Central Valley Estimated Unduplicated Client Count for One Fiscal Year: 575 to 625		
ZIP	**City**	**County**
92305	Angelus Oaks, CA	San Bernardino
92318	Bryn Mawr, CA	San Bernardino
92324	Colton, CA	San Bernardino
92339	Forest Falls, CA	San Bernardino
92313	Grand Terrace, CA	San Bernardino
92346	Highland, CA	San Bernardino
92350	Loma Linda, CA	San Bernardino
92354	Loma Linda, CA	San Bernardino
92357	Loma Linda, CA	San Bernardino
92359	Mentone, CA	San Bernardino
92369	Patton, CA	San Bernardino
92373	Redlands, CA	San Bernardino
92374	Redlands, CA	San Bernardino
92375	Redlands, CA	San Bernardino
92401	San Bernardino, CA	San Bernardino
92402	San Bernardino, CA	San Bernardino
92403	San Bernardino, CA	San Bernardino
92404	San Bernardino, CA	San Bernardino
92405	San Bernardino, CA	San Bernardino
92406	San Bernardino, CA	San Bernardino
92407	San Bernardino, CA	San Bernardino
92408	San Bernardino, CA	San Bernardino
92410	San Bernardino, CA	San Bernardino
92411	San Bernardino, CA	San Bernardino
92412	San Bernardino, CA	San Bernardino
92413	San Bernardino, CA	San Bernardino
92414	San Bernardino, CA	San Bernardino
92415	San Bernardino, CA	San Bernardino
92418	San Bernardino, CA	San Bernardino
92423	San Bernardino, CA	San Bernardino
92424	San Bernardino, CA	San Bernardino
92427	San Bernardino, CA	San Bernardino
92399	Yucaipa, CA	San Bernardino

High Desert Estimated Unduplicated Client Count for One Fiscal Year: 675 to 725		
ZIP	**City**	**County**
92301	Adelanto, CA	San Bernardino
92307	Apple Valley, CA	San Bernardino
92308	Apple Valley, CA	San Bernardino
92309	Baker, CA	San Bernardino
92311	Barstow, CA	San Bernardino
92312	Barstow, CA	San Bernardino
92323	Cima, CA	San Bernardino
92327	Daggett, CA	San Bernardino
92310	Fort Irwin, CA	San Bernardino
92342	Helendale, CA	San Bernardino
92340	Hesperia, CA	San Bernardino
92345	Hesperia, CA	San Bernardino
92347	Hinkley, CA	San Bernardino
92356	Lucerne Valley, CA	San Bernardino
92338	Ludlow, CA	San Bernardino
92366	Mountain Pass, CA	San Bernardino
92365	Newberry Springs, CA	San Bernardino
92364	Nipton, CA	San Bernardino
92368	Oro Grande, CA	San Bernardino
92329	Phelan, CA	San Bernardino
92371	Phelan, CA	San Bernardino
92372	Pinon Hills, CA	San Bernardino
93558	Red Mountain, CA	San Bernardino
93562	Trona, CA	San Bernardino
93592	Trona, CA	San Bernardino
92392	Victorville, CA	San Bernardino
92393	Victorville, CA	San Bernardino
92394	Victorville, CA	San Bernardino
92397	Wrightwood, CA	San Bernardino
92398	Yermo, CA	San Bernardino

Eastern Desert Estimated Unduplicated Client Count for One Fiscal Year: 60 to 100		
ZIP	**City**	**County**
92304	Amboy, CA	San Bernardino
92242	Earp, CA	San Bernardino
92332	Essex, CA	San Bernardino
92252	Joshua Tree, CA	San Bernardino
92285	Landers, CA	San Bernardino
92256	Morongo Valley, CA	San Bernardino
92363	Needles, CA	San Bernardino
92267	Parker Dam, CA	San Bernardino
92268	Pioneertown, CA	San Bernardino
92277	Twentynine Palms, CA	San Bernardino
92278	Twentynine Palms, CA	San Bernardino
92280	Vidal, CA	San Bernardino
92284	Yucca Valley, CA	San Bernardino
92286	Yucca Valley, CA	San Bernardino

Mountains to Arrowhead Estimated Unduplicated Client Count for One Fiscal Year: 30 to 45		
ZIP	**City**	**County**
92317	Blue Jay, CA	San Bernardino
92321	Cedar Glen, CA	San Bernardino
92322	Cedarpines Park, CA	San Bernardino
92325	Crestline, CA	San Bernardino
92326	Crest Park, CA	San Bernardino
92341	Green Valley Lake, CA	San Bernardino
92352	Lake Arrowhead, CA	San Bernardino
92378	Rimforest, CA	San Bernardino
92382	Running Springs, CA	San Bernardino
92385	Skyforest, CA	San Bernardino
92391	Twin Peaks, CA	San Bernardino

Mountains to Big Bear Estimated Unduplicated Client Count for One Fiscal Year: 25 to 40		
ZIP	**City**	**County**
92314	Big Bear City, CA	San Bernardino
92315	Big Bear Lake, CA	San Bernardino
92333	Fawnskin, CA	San Bernardino
92386	Sugarloaf, CA	San Bernardino

ATTACHMENT P

OUTCOME EVALUATION

Evaluation Element	Outcomes	Indicators	Data Sources
Cost Effectiveness	Cost Neutrality	**NO** additional funding requested/required	♦ Financial Records
Family Functioning	Measurable improvement in individual and family functioning status	Increase in child and family strengths and decrease in needs in this area	♦ CANS – Child and Adolescent Needs and Strengths
Prevention of Placements in More Restrictive Environments	Maintain target pop. children with complex needs (STRTP) in family like settings	WRAP Participants: ♦ Reduce incidence of Placement in STRTP for those in Wraparound ♦ Placement in a stable, family-like setting ♦ Move to lower level family-like setting	♦ CWS-CMS ♦ Child Living Environment – County Codes
Improvement of Emotional and Behavioral Adjustment	Measurable improvement in functioning status	Increase in child and family strengths and decrease in needs in this area	♦ CANS – Child and Adolescent Needs and Strengths
School Functioning	Improve school attendance, behavior, and achievement of children in the target population Enrollment in the least restrictive environment	♦ Increase in # of days child attends school ♦ Improve problematic behaviors at school ♦ Improve academic achievement ♦ Decrease in the level of restrictiveness in the school environment ♦ Increase in child and family strengths and decrease in needs in this area	♦ CANS – Child and Adolescent Needs and Strengths
Parent/ Caregiver Satisfaction	High level of satisfaction with the services provided through the Wraparound Process	High scores on Satisfaction Questionnaires	♦ YSS – Youth Services Survey ♦ YSS-F Youth Services Survey for Families (administered in May and November)
Family & Child Goal Attainment	High level of goal attainment	Graduation/Discontinuance Reason	♦ Change of Placement Form ♦ CWS-CMS ♦ Wraparound Log
Adherence to Wraparound Model/Philosophy	High or acceptable Model Fidelity	♦ WFI – Wraparound Fidelity Index benchmark of 75% - 85%	♦ WFI – Wraparound Fidelity Index
Legal Permanency	Children in foster care will achieve or move towards: Reunification, Adoption, or Guardianship	♦ # of Children Reunified ♦ # of Children Adoption ♦ # of Children in Guardianship	♦ CWS-CMS
Emotional Permanency	Children will develop Permanent Connections	♦ # of Children with at least one (1) permanent connection	♦ CWS-CMS
Safety	Children in Wraparound will remain safe and free of re-abuse/neglect	♦ **NO** subsequent referral while in Wraparound ♦ **No** subsequent referral one year Post Wraparound	♦ CWS-CMS

NOTE: The plan for HFW evaluation will be modified in collaboration with UC Davis as the Center Of Excellence (COE) for HFW.

REFERENCE DOCUMENT **ATTACHMENT Q**

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 RFP:

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 RFP 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.

EXHIBIT 1

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 Contractor (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:

A. 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.

1. 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.
2. 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.
3. 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.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. 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.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

7. 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.
8. 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.
9. 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.
10. 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).

B. Obligations and Activities of BA

1. 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)]

2. 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.

3. 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.

4. 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.

5. 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:

a) Date the Breach or suspected Breach occurred;

b) Date the Breach or suspected Breach was discovered;

c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;

d) Number of potentially affected Individual(s) with contact information; and

e) 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:

a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;

b) The unauthorized person who had access to the PHI;

c) Whether the PHI was actually acquired or viewed; and

d) 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.

a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.

b) 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

C. Obligations of CE

1. 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.

D. General Provisions

1. 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.

2. Ownership

   The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

EXHIBIT 2

FEDERAL CONTRACTING PROVISIONS

Contractor shall to 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. Reserved

F. Reserved

G. Reserved

H. Reserved

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 continued on next page*]

ANTI- LOBBYING CERITIFICATION

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