



Request For Proposals

for

Foster Family Agency
Mental Health Services

CaSonya Thomas, Director
Department of Behavioral Health

County of San Bernardino
Department of Behavioral Health
Contracts Administration
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

RFP - DBH 15-82
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I. INTRODUCTION

A. Purpose

The County of San Bernardino Department of Behavioral Health (DBH), which may also be referred to as the "County" is seeking proposals from interested and qualified Foster Family Agencies (FFA) to provide a proposed plan for the provision of EPSDT specialty mental health services to San Bernardino County children and youth who are Dependents or Wards of the Court. It is expected that agencies will utilize the values and principles of the Core Practice Model (CPM) in providing necessary services during the period of placement and up to 2 months after the child has left the FFA home in order to facilitate a successful transition to a lower level of care. The Facility must be located within the State of California and within fifty (50) miles of the border of San Bernardino County. Facilities located within San Bernardino County are preferred.

DBH encourages all Foster Family Agencies, including those currently engaged in the provision of Intensive Treatment Foster Care (ITFC) with San Bernardino County Department of Children and Family Services, to submit proposals.

This Request for Proposals (RFP) is being released in order to ultimately allow DBH to compile an active list of eligible service providers to be utilized on a case-by-case basis (i.e., When a San Bernardino County Medi-Cal Beneficiary is placed at their FFA). DBH makes **no guarantee of minimum or maximum number of consumer referrals and/or revenue** as a result of a contractual agreement between DBH and vendor.

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 three (3) year period beginning on July 1, 2016 through June 30, 2019. The County may, but is not obligated to, extend awarded contract(s) for up to two (2) additional one-year periods contingent on the availability of funds and contractor performance. Currently, the projected allocation for this (service/program) is approximately \$2,958,905 annually countywide, for a total amount of \$8,876,715 for the three (3) year period. **The funding of this program shall be pooled across multiple providers so as to maximize the number of vendors.** This will require more detailed monitoring of service provision and invoicing than typical contracted programs.

C. Minimum Proposer Requirements

All Proposers must:

1. Have a representative attend the mandatory proposal conference as referenced in this RFP.
2. Have a representative attend the mandatory Technical Assistance Training.
3. Be a non-profit organization.
4. Have a current Medi-Cal Certification or have the ability to become Medi-Cal Certified within 90 days of contract start date.
5. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances

properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.

6. Provide references from a minimum of three (3) other customers, one (1) of which should be a government agency, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide services as outlined in this RFP. All references must include names, titles and phone numbers.
7. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
8. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
9. Register in the County's Electronic Procurement Network (ePro) system.
10. Meet other presentation and participation requirements listed in this RFP.

D. Mandatory Proposal Conference

1. A mandatory proposal conference will be held on: **Monday, January 25, 2016 at 12:30 PM Pacific Standard Time (PST)** at:

County of San Bernardino Health Services Building
Auditorium
850 East Foothill Boulevard
Rialto, CA 92376

2. **Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference.**

E. Mandatory Technical Assistance Training

A Technical Assistance Training will be held following the Mandatory Proposal Conference on **Monday, January 25, 2016 at 2:00 PM PST** at:

County of San Bernardino Health Services Building
Auditorium
850 East Foothill Boulevard
Rialto, CA 92376

F. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before 12 noon Pacific Standard Time (PST) on Tuesday, February 2, 2016** and directed to the individual listed in **Section I, Paragraph F**, facsimiles and e-mails are acceptable. The subject line of the facsimile (fax) or e-mail must read: **RFP DBH # 15-82**. 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.

G. Correspondence

All correspondence, **including proposals and questions**, are to be submitted to:

County of San Bernardino
Department of Behavioral Health
ATTN: Contracts Administration
RE: RFP-DBH 15-82
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Contact person: Karen Tanski
Phone: (909) 388-0951
E-mail: karen.tanski@dbh.sbcounty.gov

Fax: (909) 890-0470

Or in ePro system Document ID # DBHE16-ADMN-1748

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

H. 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.

I. Proposal Submission Deadline

1. All proposals or bids must be received **no later than 4:00 p.m. PST on Monday, February 29, 2016**. Per your time line **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/epro/>). 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 F 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.
4. **Additionally, all proposers/bidders must register in the ePro system prior to the submission deadline regardless of the method of submission (i.e., mail, delivery or electronic), or they may be disqualified.** System-related issues in ePro shall be directed to Vendor support by e-mail at ePro.Vendors@buyspeed.com or by phone at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

II. PROCUREMENT TIMELINE

RFP Release Date	Monday, January 11, 2016
Mandatory Proposal Conference	Monday, January 25, 2016 12:30 PM PST
Mandatory Technical Assistance Training	Monday, January 25, 2016 2:00 PM PST.
Deadline for Submission of Questions	Tuesday, February 2, 2016 **Questions may be submitted in writing prior to the Proposal Conference
Deadline for Submission of Proposals	Monday, February 29, 2016
Tentative Start Date for Contract(s)	7/1/2016

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

III. PROCUREMENT CONDITIONS

A. 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.

B. Acceptance or Rejection of Proposals

The County reserves the right to accept or reject any or all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests, if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals. The County also reserves the right to terminate this procurement process at any time.

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the awarding of the contract(s).

C. Best Value Evaluation Process

Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which services and/or products provide the best value to the County and best meets the needs of the County. Such considerations may include:

- Qualifications of key staff
- Relevant project experience
- Past performance
- Environmental considerations

- Value added services
- Any other relevant factors listed in the solicitation, as listed in Section XIII, Proposal Evaluation and Selection.

D. Modifications

The County reserves the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed. Only those proposers represented at the proposal conference will receive addenda or amendments issued after the Mandatory Conference.

E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **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.

F. Local Preference Policy

The County of San Bernardino 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.

For purposes of the application of the Local Preference Policy (County Policy 11 – 10) "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP, Request for Qualifications (RFQ), Quote(s) and Requests for Applications (RFA) for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has 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 the San Bernardino County location(s).

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.

G. 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.

H. Confidential Information

All proposals, bids and materials submitted become property of the County. All proposals/bids received are subject to the "California Public Records Act." While the County takes every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

I. Clarifications

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.

J. Negotiations

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

K. Formal Agreement

Proposer will be required to enter into a formal agreement 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 and Exceptions to RFP**.

L. 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.

M. 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.

N. 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.

O. 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.

P. Priority Population

The priority population is San Bernardino County Dependents and Wards of the Court, who are San Bernardino County Medi-Cal beneficiaries placed in Foster Family Agencies who meet Medically Necessary Criteria for EPSDT Specialty Mental Health Services.

Q. Iran Contracting Act of 2010

(Only applicable for all procurements of one million dollars (\$1,000,000) or more).

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 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) 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.**

R. Final Authority

The final authority to award a Contract as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

IV. PROGRAM REQUIREMENTS (SCOPE OF WORK)

A. Definitions

1. The terms Proposer, Contractor, or Vendor/Applicant are used interchangeably throughout this document referring to the entity submitting a response and may subsequently become a Contractor.
2. Assembly Bill 403 (AB 403) – A bill passed by the State of California Assembly that 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.
3. Centralized Child Intensive Case Management Services (CCICMS) – The DBH unit that provides contract monitoring and assistance to specialty children’s programs and contractors.
4. Child and Adolescent Needs and Strengths (CANS) – a multi-purpose tool developed for children/youth’s services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. The CANS-San Bernardino (CANS-SB) is a slight modification of the CANS-Comprehensive Multisystem Assessment. Vendors are required to utilize the CANS-SB and participate in ongoing review and implementation of data analysis.
5. Child & Family Team (CFT) – A group that forms to meet the needs of an eligible child through whatever means possible. 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 fifty percent of the Child and Family Team. The team is comprised of the child welfare worker, the youth and family, services providers and any other members as necessary and appropriate. No single individual, agency or service provider works independently but rather as part of the team for decision-making. Refer to the Department of Health Care Services (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://www.dhcs.ca.gov/Documents/KatieAMedi-CalManual3-1-13FinalWPREFACE.pdf> for additional information.

6. Child & Family Team Meeting (CFTM) – The formal meeting of the CFT. Intensive Home Based Services (IHBS) may only be authorized at a CFTM.
7. Children and Family Services (CFS) – CFS provides family-centered programs and services designed to ensure safe, permanent, nurturing families for San Bernardino County’s children/youth while strengthening and attempting to preserve the family unit. CFS assists in preventing further harm to, neglect by a person responsible for a child’s health or welfare. CFS provides support for families and strives towards goals of reducing risks to children/youth, improving parenting skills, and strengthening social support networks for families.
8. Children & Youth Collaborative Services (CYCS) – DBH programs in which the Department of Behavioral Health collaborates with other County agencies and community-based providers to meet the mental health needs of children/youth connected to these agencies. CYCS is comprised of three (3) distinct coordinating service branches: CCICMS (Centralized Children’s Intensive Case Management Services), , Juvenile Court Behavioral Health Services (JCBHS) and the Centralized Children’s Administrative Unit.
9. Commercial Sex Act – 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). A commercial sex act is, “any sex act on account of which anything of value is given to or received by any person.”
10. Commercial Sexual Exploitation of Children (CSEC) – Commercial Sexual Exploitation of Children occurs when individual buy, trade or sell sexual acts with a child. Reference: <http://www.missingkids.com>.
11. Core Practice Model (CPM) – A set of concepts, values, principles, and standards of practice that outline an integrated approach to working with children/youth and families involved with child welfare who have or may have mental health needs. CPM is further defined in the DHCS manual, Pathways to Mental Health Services Core Practice Model Guide. <http://www.childsworld.ca.gov/res/pdf/CorePracticeModelGuide.pdf>.
12. Cultural Competency: The acceptance and understanding of cultural mores and their possible influence on the child/youth’s issues and/or behavior (i.e., using the understanding of the differences between the prevailing social culture and that of the child/youth’s family to aid in developing individualized supports and services). This

includes the ability to work competently and in an affirming manner with the LGBTQ population.

13. Department of Behavioral Health (DBH) – The Department of Behavioral Health, under state law, provides mental health and alcohol and drug treatment and prevention services to County residents. In order to maintain a continuum of care, DBH operates, or contracts for the provision of, prevention, early intervention, 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to most County residents.
14. Department of Health Care Services (DHCS) – The California Department of Health Care Services 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 Mental Health Services Act service implementation.
15. Early and Periodic Screening, Diagnosis, 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 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: Assessment, Plan Development, Collateral, Crisis Intervention, Medication Support Services, Case Management, ICC, IHBS, Rehabilitation, and Therapy. EPSDT services may not be billed while the child is in an acute hospital setting.
16. Family Partner – Parents hired as staff who have personal experience with a special needs youth, and can provide support during the pain and isolation client families may feel. A Family Partner’s role is to “be there” for the client family, to stand side-by-side with the client family, offer tools to strengthen, coach, educate, and provide connections to, and navigation of, services.
17. Family Search and Engagement (FSE) – A set of practices designed to locate, engage, connect, and reconnect youth with family or persons the youth has identified as being significantly important to them at one point in their life. This is a structured model to build permanent, caring, sustainable relationships for youth. This set of practices uses information obtained from the child, family, and case files combined with Internet search technology and other sources to aid in locating identified persons. There is collaboration between the County worker (Social Worker, DBH Clinician, Probation Officer) and the provider during the entire process.
18. Foster Family Agency(s) (FFAs) - Refers to any organization engaged in the recruiting, certifying, and training of, and providing professional support to, certified parent(s), or in

finding homes for placement of children/youth for temporary or permanent care who require that level of care as an alternative to a group home.

19. 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 .50 and a quarter-time person is .25.
20. Health Insurance Portability and Accountability Act (HIPAA) – HIPAA is also known as the “Kennedy-Kassebaum Act”, this U.S. law protects employees’ health insurance coverage when they change or lose their jobs (Title I) and provides standards for patient health, administrative and financial data interchange (Title II), and governs the privacy and security of health information records and transactions.
21. Human Services (HS) – A system of integrated services, where the programs and resources of County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
22. ICC Coordinator – An identified coordinator that ensures participation by the child or youth, family or caregiver and significant others so that the child/youth’s assessment and plan addresses the child/youth’s needs and strengths in the context of the values and philosophy of the Core Practice Model (CPM). 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://www.dhcs.ca.gov/Documents/KatieAMedi-CalManual3-1-13FinalWPREFACE.pdf> for additional information. NOTE: A staff member may fulfill this role in conjunction with other roles (e.g., facilitator, therapist, etc.).
23. Interagency Placement Council (IPC) – Consists of representatives from County and community based child-serving agencies/organizations who review and assist in facilitating wards and dependents access of needed care. The intent is to rapidly link youth to needed high level services, including residential and Full Service Partnerships. IPC additionally screens and assesses referrals for children placed in RCL 14 and out-of-state. The county agencies consist of DBH, CFS, Probation, County Schools, Inland Regional Center, Public Health, and Children’s Network. Vendors are expected to attend IPC.
24. 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 the case in December 2011, which is implemented through the Core Practice Model.
25. LGBTQ - U.S. Department of Health and Human Services and Substance Abuse and Mental Health Services Administration (SAMHSA) defines as an acronym referring collectively to lesbian, gay, bisexual, transgender and questioning people. For lesbian, gay, bisexual, transgender and questioning (LGBTQ) people, social stigma and systemic discrimination based on sexual orientation and gender identity have led to decades of lack of access to adequate, LGBTQ 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.

26. Multidisciplinary Team (MDT) – A MDT brings representatives from various County agencies together to work collaboratively. Members of a MDT are united by the realization that child and family issues have complex causes and a serious impact on society. Each member has a designated role and continues to do his or her traditional job, but with the additional insight and assistance provided by others on the team. Formal written agreements, protocols, and/or guidelines signed by authorized representatives of all team components allow for routine sharing of information among team members.
27. Needs-Driven – Services are determined through the formal and/or informal assessment of family needs. Family expression of needs is a valuable component in this process.
28. Outcome-Based – A County-approved system that measures the effectiveness and efficiency of services and supports being provided. Measurable change in outcomes is used as a mechanism for continuous quality monitoring, reporting and improvement.
29. Parent/Family Partner – Agency staff that provide support to the Child and Family Team, and to the parent in particular. Parent Partners have personal parenting experience with an emotionally/behaviorally-disturbed child through the County’s Child Welfare Services, Probation, or Mental Health System.
30. Permanency (as defined by California Permanency for Youth Project) – For purposes of the CPYP, permanency is defined as “an adult who consistently states and demonstrates that she/he has entered into an unconditional life-long parent-like relationship with the youth. The youth agrees that the adult will play this role in his/her life.” A permanent relationship probably exists if:
 - a. The youth is included in family vacation plans, visits to relatives and holiday celebrations;
 - b. The youth resides with the adult, has plans to reside with the adult after leaving foster care or at least know he/she always has a permanent place to stay;
 - c. The adult offers the same level of mentoring, career counseling and emotional and financial support as is offered to the adult’s other children;
 - d. Both the adult and youth are committed to the permanent connection relationship, and
 - e. In all ways the youth is treated as a member of the family.
31. Probation [Juvenile] Department (Probation) – The Department that is responsible for protecting the community through assessment, treatment and control of juvenile offenders (W&I 602) by providing a range of effective services.
32. Request for Proposal (RFP): The document used to solicit a solution or solutions from Proposers to a specific problem or need. Although cost is important, originality and

- effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed cost.
33. 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.
 34. Seriously Emotionally Disturbed (SED) – “Seriously emotionally disturbed children or adolescents” refers to children/youth under the age of 18 years or clients up to age 21 who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria: (A) As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following occurs: (i) The child is at risk of removal from home or has already been removed from the home; or (ii) The mental disorder and impairments have been present for more than six (6) months or are likely to continue for more than one year without treatment. (B) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder. (C) The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code (AB 3632/2726). Note: AB 3632/2726 programs will be applicable, if at any time the program is reinstated by the State of California.
 35. Sex Trafficking - Victims of Trafficking and Violence Protection Act of 2000 [United State 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 act is induced by force, fraud or coercion or in which the person induced to perform such an act has not attained 18 years of age.”
 36. Strength-Based – The process of developing an Individualized Service Plan beginning with an assessment of the strengths of all the 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.
 37. Therapeutic Foster Care (TFC) – A not yet fully defined EPSDT Mode of Service in which the primary interventions are delivered in foster family-based settings. TFC was included as an element of the Katie A. Settlement. Once TFC is defined and implemented by DHCS, it is the expectation that vendors will work to be proficient in this new service and implement TFC through this program.
 38. Therapeutic Behavioral Services (TBS) – A one-to-one mental health service available to children/youth with serious emotional challenges who are under age 21, and who are

eligible for a full array of Medi-Cal benefits without restrictions or limitations. TBS is not included in this program, but the expectation is that vendors will seek out TBS for children through DBH contracted TBS Programs as appropriate.

39. 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.
40. 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. Reference: <http://www.njdcj.org/standar2.htm>. Anyone under the age of 18 who is involved in any form of commercial sex is automatically considered a victim of trafficking and should be treated in a victim-centered fashion.
41. Ward - A child who is under the jurisdiction of the San Bernardino County Juvenile Court pursuant to W&I Section 602, and is under the supervision of Probation.
42. Welfare and Institutions Code (W&I) – A compilation of the legal codes in California that establish programs and services designed to provide protection, support or care of children/youth. The purpose of these codes is to provide protective services to the fullest extent deemed necessary by the Juvenile Court, Probation Department or other public agencies designated by the Board of Supervisors to perform the duties prescribed.

B. Background

DBH provides mental health services to the residents of San Bernardino County through a system of care that has enabled County residents to access mental health services in all regions of the County. A goal of DBH is to integrate mental health services into the FFAs to increase San Bernardino County foster youth access to care as part of the vision for State sponsored continuum of care reform. DBH has updated the requirements for agencies providing EPSDT Specialty Mental Health services to children/youth under their care. This program is being established to allow the FFAs serving San Bernardino County Dependents and Wards to meet these requirements and facilitate better integration of mental health services within the core services provided by FFAs.

FFAs will provide core services to children/youth and their families, which should encompass community service and supports, physical, behavioral, and mental health support and access to services, including specialty mental health services, educational support, life and social support, transitional support services for children/youth, families who assume permanency, services for transition-aged youth, services for non-minor dependents, and trauma-informed practices and supports for children and youth, including treatment services.

C. Program Description

1. Program Objective

The intention of the program is to increase the integration of, and ease access for, EPSDT Specialty Mental Health Services children/youth placed at FFAs. Children/youth placed in a FFA are in need of a multi-faceted approach to their care. Although the precise requirements for service provision may be different for Dependents and Wards, it is expected that services will be provided within the context and implementation of the Core Practice Model (CPM) as outlined in the Katie A. Settlement (please see definition #11, page 8, for reference resources).

Selected Proposer(s) are expected to demonstrate and support the values and principles of the CPM as follows:

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

2. Program Requirements

a. Target Population

The target population includes children/youth (San Bernardino County Dependents and Wards of the Court) who are San Bernardino Medi-Cal beneficiaries and placed in Foster Family Agencies (FFAs), including FFAs operating Intensive Treatment Foster Care (ITFC), in need of specialty mental health services. Included children/youth will meet Medical Necessity Criteria for reimbursement for EPSDT Medi-Cal Specialty Mental Health Services (Reference Title 9, California Code of Regulations Ch. 11 Sec. 1830.210).

The target population will be comprised of Dependents (W&I 300) placed by County of San Bernardino Department of Child and Family Services (CFS) and Wards (W&I 600) placed by County of San Bernardino Probation. Children/youth who have

exited from the FFA qualify as a member of the target population and are to receive services for two months after their exit as long as all other EPSDT requirements for the services provided are met.

b. Program Services

Selected Proposer(s) will provide services to children/youth who meet Medical Necessity Criteria for EPSDT Medi-Cal Specialty Mental Health services. The expectation is that the Selected Proposer(s) will be capable of providing appropriate trauma informed specialty mental health services which address the specific mental health issues of the child or youth.

If the child's or youth's mental health needs cannot be completely met by Selected Proposer's agency, it is expected that the contracted provider will seek out and coordinate additional EPSDT Specialty Mental Health services for the child or youth from another provider. The expectation is that providers shall access Therapeutic Behavioral Services (TBS) for all children/youth as appropriate. Such services will be provided by an outside agency contracted with DBH as a TBS Program. The need for additional mental health providers shall not be used as a reason for the FFA to request the child or youth be removed by the placing agency.

Selected Proposer(s) are asked to continue services to foster child or youth for up to two months following child/youth's transition out of the FFA residence, as long as the child/youth continues be a Medi-Cal beneficiary qualified for EPSDT Specialty Mental Health services.

Providing all of the Mental Health Services listed would be ideal. However, at a minimum the selected proposer(s) must be able to provide:

- Case Management
- Intensive Care Coordination (ICC)
- Mental Health Services(MHS), which include:
 - ✓ Assessment
 - ✓ Evaluation/Plan Development
 - ✓ Collateral
 - ✓ Individual and Family Therapy
- Therapeutic Foster Care (TFC), once it is implemented

Case Management:

i. Target Case Management

Services that assist a child/youth 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

- referral
- monitoring service delivery to ensure children/youth access to service and the service delivery system
- monitoring of the children/youth's progress
- 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.

ii. Intensive Care Coordination (ICC)

ICC is similar to the activities provided through Targeted Case Management (TCM). 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 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 CPM.

Activities coded as ICC may include interventions such as:

- Facilitation of the development and maintenance of a constructive and collaborative relationship among child/youth, his/her family or caregiver(s), other providers, and other involved child-serving systems to create a Child and Family Team (CFT).
- 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.
- Ensuring 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.
- Ensuring 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 CPM.
- Providing 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: Contractor must provide ICC for all qualifying foster children/youth. ICC may be provided in any setting; however, when provided in a hospital, psychiatric health facility, community treatment facility, group home 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 30 calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of 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.

Mental Health Services:

i. Assessment

Assessment is designed to evaluate the current status of a child's/youth's mental, emotional, or behavioral health. It 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;
- the use of testing procedures.

Development, coordination and provision of formal therapeutic treatment services will be based on the assessment and treatment recommendations.

ii. Evaluation/Plan Development

Plan Development consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's/youth's progress.

iii. Collateral

Collateral is contact with one or more significant support person in the life of the child/youth, which may include consultation and training to assist in better utilization of services and understanding of mental illness.

iv. Crisis Intervention

Crisis Intervention is a quick emergency response to an unplanned event that results in the child/youth's need for an immediate service intervention. Selected Proposer(s) will provide mental health emergency response services enabling the child/youth, his or her family, 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. Service activities include but are not limited to assessment, evaluation, collateral and therapy (all billed as crisis intervention).

v. Intensive Home Based Services (IHBS)

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 to 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:

- Medically necessary skill-based interventions for remediation of behaviors or improvement of symptoms, including but not limited to the implementation of a positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant other to assist them in implementing the strategies.
- 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.
- 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.
- Improvement of self-management of symptoms, including self-administration of medications as appropriate.
- Education of the child/youth and/or their family or caregiver(s) about, and how to manage the child/youth's mental health disorder(s) or symptoms.
- Support of the development, maintenance and use of social networks including the use of natural and community resources.
- Support to address behaviors that interfere with the achievement of a stable and permanent family life.
- Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community.

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

NOTE: IHBS may only be provided within the context of the Core Practice Model and the provision of ICC to ensure a participatory CFT. IHBS are typically, but not only, provided by paraprofessionals under clinical supervision. Peers, including parent partners, may provide IHBS. IHBS may NOT be provided to children/youth in Group Homes, but may be provided outside the Group Home setting to children/youth that are transitioning to a permanent home environment to facilitate the transition during single day and multiple day visits.

vi. Medication Support Services

Medication support services include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or the monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness. This service includes:

- Evaluation of the need for medication
- Evaluation of clinical effectiveness and side effects of medication
- Obtaining informed consent
- Medication education (including discussing risks, benefits and alternatives with the child/youth, family or significant support persons)
- Plan development related to the delivery of this service

vii. Rehabilitation

Rehabilitation service activity includes, 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.

- Assistance in restoring or maintaining an child/youth's functional skills, social skills, medication compliance, and support resources.
- Age-appropriate counseling of the child/youth and/or family, support systems and involved others.
- Training in leisure activities needed to achieve the child/youth's goals/desired results/personal milestones.
- Medication education for family, support systems and involved others.

viii. Therapy

Selected Proposer(s) will provide therapeutic interventions (individual, family & group) consistent with the child/youth's goals, desired results, and personal milestones and focus primarily on symptom reduction as the means to improve functional impairments.

Therapeutic Foster Care (TFC)

Selected Proposer(s) are expected to become proficient in TFC once this new EPSDT Mode of Service is defined and implemented by DHCS. Once implemented vendors are expected to maintain an appropriate training and supervision regime to ensure TFC is provided and documented appropriately.

c. Staffing

Selected Proposer(s) will maintain staff ratios necessary to provide EPSDT Specialty Mental Health services to the number of unduplicated children/youth indicated in the proposal. There must be staff with bilingual (e.g. Spanish) ability available within the selected proposer's direct services staff pool.

i. Staff Qualifications and Job Functions

- Clinic Supervisor – Licensed Social Work, Marriage and Family Therapist, Licensed Clinical Counselor, or Psychologist to oversee clinic operations, administration, program, staff and act as liaison with DBH.
- Physicians/Clinicians/Professional Staff – Clinical supervision of the program shall be the responsibility of a licensed clinical Professional: Psychologist (Ph.D.), Licensed Clinical Social worker (LCSW) or Marriage and Family Therapist (MFT), who possesses experience developing behavioral treatment plans for, and working with, emotionally and behaviorally disturbed children/youth and their families/care providers. Mental Health Services may include a variety of assessment, evaluation, collateral, and therapy activities which support the children/youth's residential placement or transition to the least restrictive level of community care and may also be provided by pre-licensed psychologist, clinical social worker and/or marriage and family therapist under the supervision of a licensed clinician.
- In addition to providing therapeutic services Clinicians are expected to fulfill one or more of the following roles:
 - ✓ ICC Coordinator - Within the Core Practices Model (CPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the CPM 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. NOTES: (1) This role may be one of the responsibilities of a clinical staff who has other duties as well.

- ✓ Child and Family Team Meeting Facilitator – The Facilitator will be the primary contact person for the ChRIS family. Together with the client's family and their natural team members, the Facilitator serves as the hub of the ChRIS process and collaboratively orchestrates the development of the Individualized Child and Family Plans. Each Facilitator is required to hold a Master's Degree in a field related to mental health services (e.g., Social Work, Family Therapy, and Psychology).
- ✓ 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.
- Coaches – Coaching staff are appropriate for this program due to the inclusion of IHBS services. The Coach must possess a Bachelor's degree in a behavioral sciences field or 30-45 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 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:
 - ✓ Provide structure and support
 - ✓ Assist the child/youth in engaging in appropriate activities
 - ✓ Minimize impulsivity
 - ✓ 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

- ✓ 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.
- ✓ 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.
- 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.

Additional Role 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 SIMON, the County's billing and transactional database 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.

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

ii. Staff Hours of Coverage

Selected Proposer(s) must have staff coverage 24 hours, 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.

iii. Licensure/Certification Requirements

- Personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations.

- Selected Proposer(s) will comply with all 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.
- Selected Proposer(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 in effect for the duration of this Contract. Proposer will notify County immediately of loss or suspension of any such licenses and permits.
- Copies of licenses and waivers will be provided to the DBH Program Manager or designee (e.g. Contract Monitor) on a regular basis to be kept current.

iv. Professional Development and Training Requirements

Selected Proposer(s) are expected to provide training for staff on an ongoing basis, including training on the issue of service to culturally diverse children/youth and their families. Provide on-going training and in-service for staff regarding:

- Behavioral techniques
- Trauma informed care
- Incorporation of CANS within treatment planning and delivery
- Any additional topics appropriate for the specific group home population served.

vi. Background Checks, Criminal Record Reviews, Department of Justice clearances.

In addition to the requirements listed under Section V. Contract Requirements, A. General, Paragraphs 19 and 20, Selected Proposer's will supply documentation for all staff of:

- Child Abuse Index check
- California Driver's License DMV records

3. Program Consideration

Administrative Requirements

- a. DBH is asking that proposers agree to offer CFS first opportunity for placement for any vacancies within the FFA.
- b. Selected Proposer(s) are expected to collaborate closely with CFS and DBH regarding coordination of care and monitoring. This will include but not be limited

to notifying DBH liaison within 24 hours of new placement and providing excellent access for DBH staff for close monitoring purposes.

- c. Selected Proposer(s) will notify the DBH liaison of each eligible referral from County placing agency.
 - d. Selected Proposer(s) agree to start providing assessment and treatment service as soon as possible, but no later than 90 days from the start date of the contract. DBH will work with the Selected Proposer(s) to assess readiness to provide services.
 - e. Selected Proposer(s) will develop, coordinate and provide formal therapeutic treatment services bases on assessments and treatment recommendations.
 - f. Selected Proposer(s) are expected to meet and maintain all requirements for appropriate FFA licensure.
 - g. Selected Proposer(s) will obtain Medi-Cal certification in order to be able to bill EPSDT Medi-Cal for services for Medi-Cal eligible children/youth. If not Medi-Cal certified at the time of an award, Selected Proposer(s) must submit paperwork to assigned DBH Program Manager within 30 days of start of contract. Selected Proposer(s) who are unable to obtain Medi-Cal certification within 90 days of start of contract are subject to contract termination.
 - h. Comply with all State Department of Health Care Services (DHCS) requirements to obtain and maintain Medi-Cal certification eligibility.
 - i. Services are billed by the minute for all Mode 15 services.
 - j. Rate is per minute and equal to the cost of service provision, but not to exceed the County maximum rate.
 - k. Initial rates will be based on the estimated cost the proposer provides.
4. Facility Requirements
- a. The FFA facility(s) must be located within the State of California and within fifty (50) miles of the border of the San Bernardino County. Preference is given for facilities located within San Bernardino County.
 - b. Selected Proposer(s) must have a facility which can become Medi-Cal certified within 90 days of the start of the contract. However, services may be provided at various locations including: clinic, home, school, potential family placement, etc.
 - c. Transportation for DBH consumers is not covered in this procurement. However, as a FFA, transportation is one of the many services provided to children/youth placed within the agency, so access to transportation should not be an issue.
 - d. Placement or Residential services are not included as part of this program.
5. Hours of Operation
- The majority of services may be offered throughout the typical work day; however, it is expected that services will be provided in a manner which minimally impacts school

participation. Additionally, IHBS may be needed on a 24/7 basis as the client's needs dictate. However, generally, the main clinic office may be open at least 32 hours per week, as long as clinical services are offered to clients during some evening and/or weekend hours. Vendor shall keep DBH Program Manager informed of hours of operation.

6. Reporting Requirements

In addition to Standard Medi-Cal requirements, all selected programs will be required to complete data entry requirements needed to meet any State requirements established within the Katie A. court settlement or as indicated by DBH. This includes data entry into Objective Arts, the contracted web-based system used to track additional outcomes for DBH.

Selected Proposer(s) are expected to:

- a. Collect analyze, and report on evaluation elements and their outcomes as defined by DBH.

This will minimally include the Child, Adolescent, Needs and Strengths (CANS), specifically CANS: Comprehensive Multisystem Assessment – San Bernardino (CANS – SB). Data will be entered into Objective Arts, either directly or through a batch data upload, at least every two weeks.

- b. Provide the DBH Research and Evaluation Section (R&E) with important outcome information throughout the term of any contract awarded. R&E will notify the Agency(s) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.
- c. Participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities (e.g., Audits, Annual Program Review, contract monitor site reviews, or a review of a special incident).

7. Funding

In order to obtain a broad array of potential Contractors to meet the variety of placement needs faced by CFS and Probation:

- a. All Contractors awarded under this procurement will collectively utilize a pool of EPSDT funds for specified services.
- b. There will be increased tracking of service provision by Programs, Research & Evaluation, and Fiscal to ensure:
 - i. Services are provided in accordance with the level of child's/youth's needs.
 - ii. Contractors are kept informed of EPSDT utilization and remaining funds within the program.

- c. DBH will only pay for services provided to San Bernardino County Medi-Cal beneficiaries placed with the contracted FFA.

8. Performance Outcomes

Selected Proposer(s) shall work in collaboration with DBH so that appropriate Outcomes will be collected, reported and measured.

a. Process Measures

- i. Ninety percent (90%) of all San Bernardino County Medi-Cal beneficiaries will receive a mental health assessment within 30 days of placement.
- ii. Average number of days between the client's first assessment and first treatment service, excluding the upper 5%, will be less than 21 days.
- iii. Average number of EPSDT Specialty Mental Health Service Hours provided to a client who meets Medical Necessity will be more than two (2) hours per month.
- iv. Average number of days between EPSDT services, excluding the upper 5%, will be less than 14 days.

b. Data Reporting

- i. Primary data gathering is through the County's billing and transactional database system, which will be completed minimally by the 7th day of the month following the billing.
- ii. Exception is the "opening" and "closing" of client within the SIMON system. This will be done within 5 working days of admission and discharge from the facility.
- iii. Child, Adolescent Needs and Strengths Assessment: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB) shall be completed:
 - Within thirty (30) days of admission
 - Every three (3) months
 - Within thirty (30) days of discharge
 - Data shall be entered, either directly or through batch upload processes, into Objective Arts at least every two weeks.
 - Clarifications:
 - ✓ A CANS-SB is not required at admission if the client did not meet criteria for services AND there is deemed insufficient information to complete the CANS-SB accurately.
 - ✓ In no case shall a period of more than three (3) months pass without completing a CANS-SB.

- ✓ 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 client’s presentation has occurred.

9. Program Goals/Key Outcomes

Program Goals	Key Outcomes
Provide services appropriate to need based on functioning and cultural background	Services match the child/youth’s needs and strengths in accordance with system-of-care values and scientifically derived standards of care
Provide effective services that are continually reviewed and revised as needed	Improved functioning Reduction in symptom distress Improvement in work or school performance

V. CONTRACT REQUIREMENTS

A. General

The Proposer(s) selected 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 County 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 County inquiries within two (2) business days.

b. Contractor shall provide County 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. Change of Address

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

4. Contract Assignability

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

5. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of the Contract and approved by the required persons and organizations.

6. 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 the County of San Bernardino 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 County prior to publication of said training materials.

7. 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 County at the completion of work under the Agreement. Unless otherwise directed by County, Contractor may retain copies of such items.

8. 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 this 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.

9. 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.

10. 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.

11. Grievance and Complaint Procedures

Contractor shall ensure that staff are knowledgeable on the San Bernardino County Mental Health Plan Grievance Procedure (designated as **Attachment J**) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

12. Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 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, and Title 22, California Code of Regulations Section 51009. 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.

13. 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.

14. Data Collection and Performance Outcome Requirements

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

15. Contract Reimbursement

- a. If applicable, 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

http://www.sbcounty.gov/dbh/Contract_Providers_Detailed_Certification_Process.pdf.

- b. Contracts are typically funded annually on a July 1 – June 30 fiscal year basis.
- c. Contractor shall bill the County monthly in arrears on claim forms provided by the County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Contractor shall submit the organizations' general ledger with each monthly claim.
- d. In accordance with WIC 5178 (c), Contractor shall provide DBH with a complete and correct annual standard State of California Cost Report not later than seventy-five (75) days at the end of each fiscal year and not later than seventy-five (75) days after the expiration date or termination of this Contract, unless otherwise notified by County.
- e. Reimbursement to Contractor shall be made monthly in arrears based on the actual cost of services provided during the service month.
- f. 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.
- g. Where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Contractor shall first be required to bill Medicare and/or applicable insurance, then provide to the DBH Business Office copies of Contractor's billing and the Remittance Advice (RA) that show that the bill was either paid or denied. The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed. Contractor shall be obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement.
- h. 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 USC 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.
- i. Contractor shall collect revenues for the provision of the services described in this RFP and any Contract awarded. Such revenues may include, but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by the Contractor shall be reported in the annual Cost Report, and shall be used to offset gross cost.
- j. Contractor shall exercise diligence in billing and collecting fees and/or co pays from clients for services.

- k. The State of California “Uniform Method of Determining Ability to Pay” (UMDAP) shall be followed in charging clients for services.
 - 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. 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.
 - n. Contractor shall have a written policy and procedures which outline the allocation of the 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.
16. Licenses, Permits, and/or Certifications
- 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.
- Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers 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.
17. Health and Safety
- Contractor shall comply with all applicable State and local health and safety requirements and clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.
18. Drug and Alcohol-Free Workplace
- In recognition of individual rights to work in a safe, healthful and productive work place, 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 an illegal drug.
- 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 work place 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.

19. 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.

20. 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 this Contract. Contractor shall conduct these reviews before hire or contract and then no less than once a month thereafter.

- i. SAM can be accessed at <http://www.sam.gov/portal/public/SAM>.
 - ii. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.
- a. Selected Contractors shall be asked to 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 M**) at time of the initial agreement execution and annually thereafter.

- b. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by agreement with County.
- c. 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.
- d. Contractor shall immediately notify County 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.

21. Personnel Disclosure

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.

22. 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), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and Welfare and Institutions Code Section 5328. 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).

- i. Contractor shall not use or disclose PHI other than as permitted or required by law.
- ii. 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 reasonable and appropriate 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 six (6) years, and limiting access to those persons who have a business need.

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

Contractor shall report to County's 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:

- i. Provide County's Office of Compliance with the following information to include but not limited to:
 - a) Date the potential breach occurred;
 - b) Date the potential breach was discovered;
 - c) Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
 - d) Number of potentially affected patients/clients; and
 - e) Description of how the potential breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without reasonable delay and in no case later than five (5) calendar days of discovery of the potential 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 used PHI or to whom it was made;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide completed risk assessment and investigation documentation to County's Office of Compliance within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred.

- a) If a breach has not occurred, notification to client(s) is not required.
 - b) If a breach has occurred, notification to the client(s) is required. The Contractor must provide notification to the County for review and approval and send said notification to the affected client(s).
 - iv. Make available to County and governing State and Federal agencies in a time and manner designated by 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.
 - c. In addition to the aforementioned protection of IIHI, PHI and e-PHI, 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.
23. 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.
24. Air, Water Pollution Control, and Energy Conservation
- Contractor shall comply with all air pollution control, water pollution, and energy conservation standards, policies, and regulations which apply to the work performed pursuant to the Contract.
25. Environmental Requirements
- In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractor to use both sides of paper sheets for reports submitted to the County whenever practicable.
- To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Contractor must be able to annually report the County's environmentally preferable purchases using **Attachment N**. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their services to the County.

26. Americans with Disabilities Act/Individuals with Disabilities
Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 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.
27. 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.
28. 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).
29. Public Accessibility
Contractor shall ensure that services provided are accessible by public transportation, *(if appropriate)*.
30. 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 working day, in writing and by telephone to the County.
31. 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.
32. 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.
33. Severability
The provisions of the Contract are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of

this Contract shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

34. Inaccuracies or Misrepresentations

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.

35. 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 will be included in the implementation process of the most recent state approved CCP for the County of San Bernardino and shall adhere to all cultural competency standards and requirements. 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 consumer providers and professionals that enables that system, agency, or those professionals and consumer providers to work effectively in cross-cultural situations.

- a. 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 behavioral health and substance use disorder services.
- b. Upon request provide DBH with cultural specific service options available to be provided by Contractor.
- c. 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 medically necessary specialty behavioral health and substance use disorder 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.

- d. 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.
 - 2) Demographic information to the Contractor on service area for service(s) planning.
 - 3) Cultural competency training for DBH and Contractor personnel
NOTE: Contractor staff are required to attend cultural competency trainings. Administrative staff shall complete a minimum of two (2) hours of cultural competency training, and direct service clinical staff shall complete a minimum of four (4) hours of cultural competency training each calendar year.
 - 4) Interpreter training for DBH and Contractor personnel.
 - 5) Technical assistance for the Contractor in translating behavioral health and substance use disorder services information to DBH's threshold language (Spanish).

36. 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.

37. Release of Information

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

38. Prevailing Wage Laws (if applicable)

By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations.

Vendor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

39. 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 25 percent of Contractor's permanent direct service staff participates in a disaster response orientation and training provided by the County or County's designee.

40. 2-1-1 Registration

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

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

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

B. Indemnification and Insurance Requirements

1. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by 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.

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.

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.

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.

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.

Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage. 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.

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".

Deductibles and Self-Insured Retention

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

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.

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.

2. 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 \$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 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:

- i. Premises operations and mobile equipment.
- ii. Products and completed operations.
- iii. Broad form property damage (including completed operations).
- iv. Explosion, collapse and underground hazards.
- v. Personal Injury.
- vi. Contractual liability.
- vii. \$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.

3. Professional Services Requirements

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

or

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

or

Directors and Officers Insurance coverage with limits of not less than one million (\$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. 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, and 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 cooperate with County in the implementation, monitoring and evaluation of the Agreement and comply with any and all reporting requirements established by County.

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 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 Federal State and local 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 three (3) years from the date of final payment, final settlement, or until audit findings are resolved, whichever is later.

In the event the Contract is terminated or ends its designated term 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 this 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

a. 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:

- i. The audit shall be performed by a licensed Certified Public Accountant (CPA).
- ii. 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.
- iii. 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.
- iv. 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.

- v. 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:
 - a) Financial statements and schedule of expenditures of Federal awards
 - b) Summary schedule of prior audit findings
 - c) Auditor's report(s)
 - d) 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 three (3) years from the date of submission to the FAC.

- vi. 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:
 - a) 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.
 - b) 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.

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

- ix. 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 the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, 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.

Proposer shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

B. Civil Rights Compliance

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.

VII. EMPLOYMENT OF FORMER COUNTY OFFICIALS

Proposer shall provide information on former County of San Bernardino 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. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under Federal, State, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously pursue a court order prohibiting the release of information. The County will exercise care in determining whether or not to release the requested information but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. SUBCONTRACTOR STATUS

A. If the Primary Agency (defined as the agency submitting the proposal) intends to subcontract any part of the services for which it is “proposing” to a separate and independent agency or agencies, the Primary Agency **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. 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 Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.

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

- B. 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.
- C. DBH will not reimburse contractor or subcontractor for any expenses rendered by a subcontractor **NOT** approved in writing by DBH.

XII. 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 p.m. Pacific Standard Time on Monday February 29, 2016, in either format: hard copy or on-line via eProcurement.**

Hard copy must be submitted per the instructions specified in Section 1, Paragraph H - Proposal Submission Deadline and Paragraph B below. The hard-copy submissions must be delivered to the designated location as specified in Section I, Paragraph F - Correspondence. On-line submissions must be done per the instructions in Section 1, Paragraph H - Proposal Submission Deadline.

- 5. All proposals and materials submitted become the property of the County.
- ### **B. Proposal Presentation**
- 1. **Hard copy submissions require one original, with original signatures**, which may be bound, and **six (6) additional** unbound copies, for a total of seven (7) proposals. The **original proposal** must be clearly marked “**Original Proposal**.” If one copy of the proposal is not clearly marked “**Original Proposal**,” the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one 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 – FOSTER FAMILY AGENCY MENTAL HEALTH SERVICES - RFP DBH 15-82.”**
3. Hand carried proposals may be delivered **prior to the submission deadline** to the address identified in Section I, Paragraph F-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" recycled paper 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.”** In addition, DBH requires (6) unbound copies of the proposal. There should be a total of seven (7) proposal copies (an original and six copies) submitted or the proposal may be rejected. The content of the proposal must be submitted in the following sequence and format:

<p>1. Cover Page</p>	<p>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:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. A statement that the proposal is submitted in response to the Request for Proposals, FOSTER FAMILY AGENCY MENTAL HEALTH SERVICES - RFP DBH 15-82. <input type="checkbox"/> 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. <input type="checkbox"/> c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/agency.
<p>2. Proposal Submission Checklist</p>	<p><input type="checkbox"/> Complete and include Attachment A to ensure that all requested items have been included.</p>
<p>3. Table of Contents</p>	<p><input type="checkbox"/> Complete a table of contents for the entire proposal with respective page numbers opposite each topic (see Attachment B).</p>
<p>4. Statements of Certification and Reportable</p>	<p><input type="checkbox"/> Complete and include Attachment C – Statements of Certification in this section of the proposal; also attach a concise statement of the services proposed.</p>

Conditions

- Complete and include **Attachment D** – Reportable Conditions in this section of the proposal.
- If necessary, complete and include **Attachment E** – Disclosures and Exceptions 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) Outline the service approach in terms of general treatment intensity, frequency, and array of service and expected length of service. Include a description of how this approach will be modified to the child’s needs in regards to intensity, frequency, and service array.
 - 3) Outline the service approach for the two months after the child has been transitioned out of the FFA as their residence.
 - 4) Describe the process of accessing additional mental health services from outside agencies, including Therapeutic Behavioral Services (TBS), for the child and incorporating them within the service plan.
 - 5) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure.
 - 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; etc.). Please include facility layout, including room designations. If proposer does not have a current facility, then include information regarding expected location and layout.
 - 9) Describe the Agency's capacity. Include a description of the ages and genders served through the FFA.
 - 10) Describe the Agency's experience, including expertise in working with any specialized populations.
 - 11) Describe how the Agency will respond to the training requirements.

- 12) Explain how the Agency will meet any special program or funding requirements.
- 13) Provide some examples of the outcomes expected.
- 14) Estimate the number of unique or unduplicated clients able to be served.
- 15) Estimate the anticipated cost per child/youth.
- c. Describe your Agency's state of readiness to enroll children/youth, which shall include:
 - 1) A Detailed Implementation Plan.
 - 2) Your timeline for children/youth 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. With respect to contracts completed during the last five years which involve similar type projects, for each contract show:
 - 1) Date of completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.

- 6) If none, so state.**
- j. If any contract was terminated prior to the original termination date during the last five years, for each contract show:
 - 1) Date of termination and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.
 - 6) Reason for termination.
 - 7) If none, so state.**
- k. With respect to contracts currently in effect, for each contract show:
 - 1) Contract start date and date due for completion.
 - 2) Type of service.
 - 3) Total contract amount.
 - 4) Location of area served.
 - 5) Name and address of agency with which the organization is currently contracting and agency person administering the contract.
 - 6) If none, so state.**
- l. Controlling interest in any other agencies providing equivalent or similar services. **If none, so state.**
- m. Financial interest in other lines of business. **If none, so state.**
- n. Pending litigation involving the Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. **If none, so state.**
- o. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. **If none, so state.**
- p. 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.
- q. A statement by the Proposer certifying 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.

7. Subcontractor Information

If Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting.

- a. Complete and include **Attachment F**.
- b. Attach the MOU with original signatures that includes:
 - 1) The name of the subcontracting agency.
 - 2) The amount (units, minutes, etc.) and types of services to be rendered under this MOU.
 - 3) The amount of funding to be paid to the subcontracting agency.
 - 4) A description of the subcontracting agency's role and responsibilities as it relates to this Contract.

	<p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p>NOTE: DBH will not reimburse contractor or subcontractor for any expenses rendered by a subcontractor NOT approved in writing by DBH.</p>
<p>8. Audited Financial Statements</p>	<p>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).</p> <p><input type="checkbox"/> 1) a. In accordance with CDSS MPP Section 23-610(L), submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.</p> <p style="text-align: center;">-OR-</p> <p><input type="checkbox"/> 1) b. If the business has been in existence for less than three years, provide the most recent financial statements. These statements shall be audited by an independent, certified public accountant.</p> <p>NOTE: If you do not have audited financial statements, please submit unaudited financial statements for the three most current years (<i>including balance sheet, income statement, and statement of cash flow</i>).</p> <p><input type="checkbox"/> 2) In accordance with CDSS MPP Section 23-610(M), submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this Proposal.</p>
<p>9. Insurance</p>	<p><input type="checkbox"/> Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements (see Attachment H).</p>
<p>10. Local Preference Policy Form</p>	<p><input type="checkbox"/> Complete and include Attachment I in your response to this RFP.</p>
<p>11. Complaint and Grievance Procedures</p>	<p><input type="checkbox"/> 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 as defined in Attachment J.</p>
<p>12. Program Budget</p>	<p><input type="checkbox"/> Submit complete Budget Proposal (Schedule A’s and B’s) for each program, for each fiscal year and for each site (if applicable) for cost analysis purposes (see Attachment K – Sample and Attachment L –</p>

	<p>Cover Page). Electronic version will be emailed to each agency upon verification of mandatory proposal conference attendance or upon request, as appropriate.</p> <p><input type="checkbox"/> 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.</p> <p>NOTE: Failure to submit Budget sheets for each program, for each year and for each proposed site as required <u>WILL</u> result in the elimination of the entire submitted proposal; it will not move forward in the evaluation process.</p>
13. References	<p><input type="checkbox"/> Provide references of a minimum of three (3) other customers, one (1) of which should be a government agency, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide services that demonstrate the ability of the Proposer to provide services as outlined in this RFP, All references must have names, titles and phone numbers.</p>

XIII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by 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 XII – 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 the Minimum Proposer Requirements as outlined in **Section I, Paragraph C**.

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 ability to serve target population while within the FFA.
- b. Demonstrated ability to serve target population during their transition out of the FFA and for the two months thereafter.
- c. Demonstrated ability to provide required services consistent with the Core Practice Model, including clinical services and management of data tracking requirements.
- d. Ability to provide the additional requested services as specified in the RFP.
- e. Ability to provide specified services within 90 days of contract start date.
- f. Experience.
- g. Staffing levels and qualifications.
- h. Demonstrated ability to serve specific geographic area and maintain an appropriate facility.

PROGRAM COMPONENTS (60% OF FINAL SCORE)	% weighted value
a. Demonstrated ability to serve target population while receiving FFA Services.	20%
b. Demonstrated ability to serve target population during transition out of FFA and for the 2 months thereafter.	15%
c. Demonstrated ability to provide required services consistent with the Core Practice Model, including clinical services and management of data tracking requirements.	15%
d. Ability to provide additional requested services as specified in the RFP.	10%
e. Ability to provide specified services within 90 days of contract start date.	5%
f. Has experience in providing services described in RFP.	15%
g. Meets staffing levels and requirements.	15%
h. Ability to provide services in the specified geographic area(s) and maintain an appropriate facility.	5%
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 one (5, 4, 3, 2, 1).

5	(90-100%)	<ul style="list-style-type: none"> • Full understanding of target population, program services and strategies. • Full explanation of capacity, readiness, experience, staffing and qualifications. • Optimal treatment facility appropriately located.
---	-----------	---

4	(80-89%)	<ul style="list-style-type: none"> • Broad understanding of target population, program services and strategies. • Broad explanation of capacity, readiness, experience, staffing and qualifications. • Appropriate treatment facility appropriately located.
3	(70-79%)	<ul style="list-style-type: none"> • General understanding of target population, program services and strategies. • General explanation of capacity, readiness, experience, staffing and qualifications. • Adequate treatment facility appropriately located.
2	(60-69%)	<ul style="list-style-type: none"> • Limited understanding of target population, program services and strategies. • Limited explanation of capacity, readiness, experience, staffing and qualifications. • Proposed adequate treatment facility to be appropriately located.
1	(59% or less)	<ul style="list-style-type: none"> • 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. • Does not have sufficient detail of appropriate plan of proposed facility.

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 child/youth 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 child/youth 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.	25%
(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	25%

performed or if it will be in large overhead amounts. Will be rated based on desired average of the department.	
(3) Financial Statement Reliability – Shows the accuracy and reliability of the company’s financial statements, whether they are independently audited, compiled, or unaudited.	12.5%
(4) Current Ratio – Liquidity Ratio which measures company’s ability to meet short term obligations, to ensure the company will be able to meet outstanding debts coming to maturity in the next 12 months. This will be compared to industry average.	12.5%
(5) Debt to Asset Ratio – Shows how much of the company’s assets are financed through debt and will show the long term stability of the company. This will be compared to industry average.	12.5%
(6) Quick Ratio (Acid Test) – Shows the company’s short term liquidity, this measures the company’s ability short term obligations with liquid assets in case of immediate need. This will be compared to industry average.	12.5%
Total Fiscal Component	100%

FINANCIAL COMPONENTS
<ul style="list-style-type: none"> • Cost per child/youth served – A standard range of cost per child/youth will be determined by DBH using past program and fiscal data. Depending on where your cost per child/youth falls within that range, you will receive a score of 1-7.
<ul style="list-style-type: none"> • 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 child/youth falls within that range, you will receive a score of 1-7.
<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • Current Ratio – An industry benchmark range of Current Ratio will be obtained and depending on where your cost per child/youth falls within that range, you will receive a score of 1-7.
<ul style="list-style-type: none"> • Debt to Asset Ratio – An industry benchmark range of Debt to Asset Ratio will be obtained and depending on where your cost per child/youth falls within that range, you will receive a score of 1-7.
<ul style="list-style-type: none"> • Quick Ratio (Acid Test) – An industry benchmark range of Quick Ratio will be obtained and depending on where your cost per child/youth 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 | - | 60% of Final Score |
| b. | Financial Components Evaluation | - | 35% of Final Score |
| c. | Local Preference Policy | - | 5% of Final Score |

C. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in **Section I, Paragraph F** of this RFP, and submitted within ten (10) calendar days of the date on the notification of denial of funding or intent to award.

A protest for DENIAL OF AWARD can only be brought on the following grounds:

1. Procedural irregularities: County fails to adhere to requirements specified in the RFP or any addenda or amendments.
2. Conflict of Interest Violation: There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Protests will not be accepted on any other grounds. All protests will be handled by a panel designated by the Director of the Department of Behavioral Health.

The panel will consider only those specific issues addressed in the written valid and accepted protest(s), which must include any documentation or information that supports the protest and the specific reasons and rationale for the protest. A written response from the Director/panel will be directed to the protesting Proposer within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract, advising of the decision with regard to the protest and the basis for the decision.

D. Final Authority

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

The following statements (Attachments) are incorporated as part of the proposal in response to the County of San Bernardino:

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 and Exceptions to RFP, if necessary	
9.	Attachment F – Subcontractor Information; with attached copy of MOU	
10.	Attachment G – Financial Capability (Audited Financial Statements)	
11.	Attachment H - Insurance Forms	
12.	Attachment I – Local Preference Policy	
13.	Attachment L – Budget Cover Page with appropriate budget submissions	
14.	References	

ATTACHMENT B

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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 <u>July 1, 2016</u> and continuing through <u>June 30, 2019</u> .		
2.	The offer made in the proposal is firm and binding for 180 days 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.	Proposer agrees to the right of the County, State and Federal governments to audit the Proposer's financial and other records.		
9.	If applicable and selected, the Proposer agrees to be Medi-Cal certified in accordance with State and County of San Bernardino Department of Behavioral Health requirements.		
10.	If selected, the Proposer agrees to comply with the County's Grievance Procedure		

 Signature (*Authorized Signer*)

 Date

 Print/Type Name

 Company/Agency

 Address

 Address

ATTACHMENT D

REPORTABLE CONDITIONS

Statement		None to Disclose(Initial)	Disclosures (Initial and explain in Attachment E- Disclosures/Exceptions)
1.	Former County Officials		
2.	Similar Contracts		
3.	Terminated Contracts		
4.	Current Contracts		
5.	Controlling Interest		
6.	Financial Interest		
7.	Pending Litigation		
8.	Convictions or Adverse Court Rulings		

Signature (*Authorized Signer*)

Date

Print/Type Name

Company/Agency

Address

Address

ATTACHMENT E

DISCLOSURES AND EXCEPTIONS 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.)

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____

Date: _____

ATTACHMENT G

PROPOSER'S FINANCIAL CAPABILITY

Use this page as a cover sheet for financial documents.

Per Section XII, 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

INSURANCE

Use this page as a cover sheet when submitting insurance documents.

Submit evidence of ability to insure as stated in Section V, Paragraph B - Indemnification and Insurance Requirements.

**County of San Bernardino
 Department of Behavioral Health
 Local Preference Policy Form**

Please check all that apply: (see Procurement Conditions Article for Local Preference Policy):

1.	Main Office or Headquarters is located within San Bernardino County.	<input type="checkbox"/>
2.	A Regional Office is located within San Bernardino County	<input type="checkbox"/>
a.	Issued a business license, if required, and has been established and open for six months prior to release of solicitation.	<input type="checkbox"/>
b.	During the preceding six months on-going business activity in the field of endeavor on which the vendor is proposing has occurred from that regional office	<input type="checkbox"/>
c.	Has a minimum of 25% full-time management employees and 25% of its full-time regular employees working from County locations.	<input type="checkbox"/>
3.	The statements above do not apply to our agency.	<input type="checkbox"/>

I certify the statements as indicated above are true for the agency as indicated below.

 Signature
 (Authorized Signer)

 Date

 Print Type/Name

 Company/Agency

 Address

 Address

REFERENCE DOCUMENT

ATTACHMENT J

San Bernardino County Mental Health Plan (MHP) Grievance Procedure

BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES

Title 9 of the California Code of Regulations requires that the Mental Health Plan (MHP) and its fee-for-service providers provide verbal and written information to Medi-Cal beneficiaries regarding the following:

- How to access specialty mental health services
- How to file a grievance about services
- How to file an appeal or *expedited* appeal
- How to file for a State Fair Hearing

The MHP has developed a *Guide to Medi-Cal Mental Health Services*, a Grievance Process poster, a Grievance Form, an Appeal Form, a Request for Second Opinion Form, and a Request for Change of Provider Form. All of these beneficiary materials must be posted in prominent locations where Medi-Cal beneficiaries receive outpatient specialty mental health services, including the waiting rooms of providers' offices of service.

Please note that all fee-for-service providers and contract agencies are required to give their beneficiaries copies of all current beneficiary information at intake and annually at the time their treatment plans are updated.

Provided below is additional information about the grievance process.

GRIEVANCES BY BENEFICIARIES (Verbal and/or Written)

A grievance is an expression of dissatisfaction about any matter other than an action. Beneficiaries are encouraged to discuss issues and concerns regarding their mental health services directly with their provider(s). A grievance can be a verbal or a written statement of the beneficiary's concerns or problems. The beneficiary has the right to use the grievance process at any time.

Grievances, including those made by families, legal guardians, or conservators of beneficiaries, may be directed to the provider, the Access Unit and/or a completed Grievance Form may be sent to the DBH Access Unit or Patient's Rights Office. Grievance forms and pre-addressed envelopes to the Access Unit must be available at all providers' offices in locations where the beneficiary may obtain them without making a verbal request. If beneficiaries have questions regarding the grievance process, they may contact their providers, the Access Unit, or the Office of Patients' Rights. The Access Unit records the grievance in a log within one (1) working day of the date of the receipt of the grievance. The Access Unit sends an acknowledgement letter and resolution letter to the beneficiary as hereafter described. The Access Unit or MHP designee has sixty (60) calendar days to ensure a grievance is resolved. Fourteen (14) day extensions are allowed if the beneficiary requests or the MHP determines it is in the best interest of the beneficiary. Grievances are tracked by the Access Unit and sent to Quality Management after resolution.

APPEALS BY BENEFICIARIES (Verbal and/or Written)

Appeals may be filed when the beneficiary is dissatisfied after receipt of a Notice of Action, which:

1. **Denies or limits authorization of a requested service, including the type or level of service**
2. **Reduces, suspends, or terminates a previously authorized service**
3. **Denies, in whole or in part, payment for a service**
4. **Fails to provide services in a timely manner, as determined by the MHP**
5. **Fails to act within the timeframes for disposition of standard grievances, the resolution of standard appeals, or the resolution of expedited appeals, as hereafter described**

APPEAL PROCESS

1. A beneficiary may verbally appeal to the Access Unit or complete an Appeal Form, which is to be forwarded to the Access Unit. If verbal, it must be followed up in writing within forty-five (45) days. The Access Unit sends an acknowledgement letter when an appeal is received. The verbal appeal establishes the earliest filing date.
2. The Access Unit records the appeal in a log within one (1) working day of the date the appeal is received and sends an acknowledgment letter of receipt to the beneficiary. The Access Unit maintains and tracks the appeals.
3. A written decision is to be issued by the Access Unit within forty-five (45) calendar days from the date of receipt of the form, and mailed to the beneficiary. Fourteen (14) calendar day extensions are allowed if the beneficiary requests or the MHP thinks it is in the best interest of the beneficiary. The Access Unit sends an acknowledgement letter and resolution letter to the beneficiary.
4. *Expedited Appeals* can be requested if the time for the standard resolution could seriously jeopardize the beneficiary's life, health or ability to function. The parties will be notified of the MPH decision no later than three (3) working days after the MHP has received the appeal.

REQUEST FOR A STATE FAIR HEARING

In addition, beneficiaries who have received a Notice of Action (NOA) and have completed the grievance and appeals process may request a State Fair Hearing. The beneficiary has ninety (90) days in which to request the hearing. The beneficiary may also be eligible to continue receiving services pending the outcome of the hearing, if the request is made within ten (10) days of receipt of the (NOA).

The Access Unit tries to ensure problems are resolved before the State Fair Hearing, but if necessary writes a position paper which is sent to the Medi-Cal Field Office with a copy sent to the beneficiary two (2) days before the hearing.

The "Fair Hearing Tracking Log" is maintained by the Access Unit to monitor the progress and resolution of each request for a Fair Hearing.

The Access Unit is responsible for coordination with the State Department of Social Services, the State Department of Health Care Services, Providers and Consumers regarding the Fair Hearing process. The Access Unit also oversees compliance with the decision of the hearing.

The Access Unit sends a MHP representative to the hearing with the Administrative Law Judge, and/or the beneficiary, and/or authorized representative.

Hearings are requested through calling or writing to:

State Hearing Division California Department of Social Services
PO Box 944243
Sacramento, CA 94244-2430
Telephone: (800) 952-5253
TDD: (800) 952- 8349

ADDITIONAL POINTS

At any time during the grievance, appeal, or State Fair Hearing processes, the beneficiary may authorize a person to act on his or her behalf, to use the grievance/ resolution process on his or her behalf, or to assist him or her with the process.

Filing a grievance will not restrict or compromise the beneficiary's access to mental health services.

REFERENCE DOCUMENT

ATTACHMENT J

At any time during the grievance process, the beneficiary may contact the Access Unit at (888) 743-1478 or the Patient's Rights' Office at (800) 440-2391 for assistance.

GRIEVANCES REGARDING PROVIDERS AND SERVICES

Grievances by beneficiaries about providers or mental health services may be made to the Access Unit or to the Patients' Rights Office. Grievances will be reviewed and investigated by the appropriate office within the Department of Behavioral Health, and the issues contained therein will be reviewed by Quality Management. Providers cited by the beneficiary or otherwise involved in the grievance process will be notified of the final disposition of that grievance.

Concerns of the Department of Behavioral Health regarding a provider's possible unprofessional, unethical, incompetent, or breach-of-contract behavior will be investigated by the Patients' Rights Office or other department, by appropriate state licensing authorities, or by Quality Management. In extreme cases, in which beneficiary safety is at risk, the Director may suspend the provider's credentialed status while an investigation is pending.

Providers will prominently display and make available printed materials, which announce and explain the grievance, appeal and State Fair Hearing processes without the beneficiary having to make a verbal or written request for these materials. The Department of Behavioral Health has the *Guide to Medi-Cal Mental Health Services* and poster in the two (2) County threshold languages. ***Any grievance initiated with a provider by a beneficiary should be immediately forwarded from the provider to the Access Unit.***

PROVIDER PROBLEM RESOLUTION AND APPEAL PROCESS

GRIEVANCES (verbal)

Provider grievances regarding the system-of-care structure and procedures may be directed verbally to the Access Unit, who may be able to resolve or explain the issue.

When a provider grievance concerns a denied or modified request for payment authorization, or the processing or payment of a provider's claim, the provider has a right to access the Provider Appeal Process at any time before, during, or after the Provider Problem Resolution Process has begun.

APPEALS (written)

In response to a denied or modified request for payment authorization, or a dispute concerning the processing or payment of a claim, a provider may make use of the written Provider Appeal Process. The written appeal must be sent to the Access Unit Supervisor within ninety (90) calendar days of the date of receipt of the non-approval of payment or within ninety (90) calendar days of the MHP's failure to act on a request.

The Program Manager or designee will communicate a response to the provider within sixty (60) calendar days of receipt of the appeal. It will include a statement of the reasons for the decision that addresses each issue raised by the provider and any action required by the provider to implement the decision. If applicable, the provider shall submit a revised request for MHP payment authorization within thirty (30) calendar days from receipt of the MHP's decision to approve the payment authorization request. If the Program Manager or designee does not respond to the appeal within sixty (60) calendar days of receiving it, the appeal shall be considered denied.

ATTACHMENT K
 Budget Proposal - Sample

Budget Proposal – Sample

SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH

Contractor Name: _____

Actual Cost Contract (cost reimbursement)

RU #: _____

Foster Family Agency Mental Health Services

Contract #: _____

2016-2017

Address: _____

July 1, 2016 - June 30, 2017

Date Form Completed: _____

Prepared by: _____

Title: _____

LINE #	MODE OF SERVICE	15-Outpatient Case Management (01-06 & 08-09)	15-Outpatient Intensive Care Coordination (07)	15-Outpatient Mental Health Services (10-50)	15-Outpatient Intensive Home Based Services (57)	15-Outpatient Medication Support (60)	15-Outpatient Crisis Intervention (70)	TOTAL
1	100% Distribution %	4.00%	15.00%	70.00%	10.00%	0.00%	1.00%	
EXPENSES								
2	SALARIES	0	0	0	0	0	0	0
3	BENEFITS	0	0	0	0	0	0	0
	(1+2 must equal total staffing costs)	0	0	0	0	0	0	0
4	OPERATING EXPENSES	0	0	0	0	0	0	0
5	TOTAL EXPENSES (1+2+3)	0	0	0	0	0	0	0
AGENCY REVENUES								
6	PATIENT FEES							0
7	PATIENT INSURANCE							0
8	MEDI-CARE							0
9	GRANTS/OTHER							0
10	TOTAL AGENCY REVENUES (5+6+7+8)	0	0	0	0	0	0	0
11	CONTRACT AMOUNT (4-9)	0	0	0	0	0	0	0
FUNDING								
	Mix %	Share %						
12	100.00%	MEDI-CAL (FFP)	50.00%	0	0	0	0	0
13	100.00%	EPSDT (State share applied to line 11)	36.30%	0	0	0	0	0
14	0.00%	Children and Family Services	13.70%	0	0	0	0	0
15		AGENCY MATCH		0	0	0	0	0
16				0	0	0	0	0
17	0.00%	REALIGNMENT - NET COUNTY		0	0	0	0	0
18				0	0	0	0	0
19		FUNDING TOTAL		0	0	0	0	0
20		NET COUNTY FUNDS (Local Cost) MUST = ZERO		0	0	0	0	0
21		STATE FUNDING (Including Realignment)		0	0	0	0	0
22		AGENCY FUNDING (non-DBH)		0	0	0	0	0
23		FEDERAL FUNDING		0	0	0	0	0
24		TOTAL FUNDING		0	0	0	0	0
25		COUNTY CONTRACT RATE (CCR) MAXIMUM	2.12	2.74	5.06	2.74	5.06	4.07
26		TARGET COST PER UNIT OF SERVICE	2.12	2.74	5.06	2.74	5.06	4.07
27		UNITS OF TIME (Minutes)	0	0	0	0	0	0

APPROVED:

PROVIDER AUTHORIZED SIGNATURE _____ DATE _____ DBH FISCAL SERVICES _____ DATE _____ DBH PROGRAM MANAGER _____ DATE _____

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

DBH FISCAL SERVICES (PRINT NAME)

DBH PROGRAM MANAGER (PRINT NAME)

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
 SCHEDULE B

2016-2017

Contractor Name:

RU #:

Contract #:

Address:

Prepared by: _____

Title: _____

Date Form Completed:

Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.

July 1, 2016 - June 30, 2017

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1		0%	\$0	100%	\$0
2		0%	\$0	100%	\$0
3		0%	\$0	100%	\$0
4		0%	\$0	100%	\$0
5		0%	\$0	100%	\$0
6		0%	\$0	100%	\$0
7		0%	\$0	100%	\$0
8		0%	\$0	100%	\$0
9		0%	\$0	100%	\$0
10		0%	\$0	100%	\$0
11		0%	\$0	100%	\$0
12		0%	\$0	100%	\$0
SUBTOTAL B:	\$0		\$0		\$0
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					\$0

APPROVED:

PROVIDER AUTHORIZED SIGNATURE	DATE	DBH FISCAL SERVICES	DATE	DBH PROGRAM MANAGER
DATE				DATE

PROVIDER AUTHORIZED SIGNER (PRINT NAME)	DBH FISCAL SERVICES (PRINT NAME)	DBH PROGRAM MANAGER (PRINT NAME)

**SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
 SCHEDULE B
 BUDGET NARRATIVE
 2016-2017**

Contractor Name: _____
 RU #: _____
 Contract #: _____
 Address: _____
 Date Form Completed: _____

Prepared by: _____
 Title: _____

Budget Narrative for Operating Expenses. Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.

July 1, 2016 - June 30, 2017

ITEM	Justification of Cost
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

APPROVED:

 PROVIDER AUTHORIZED SIGNATURE DATE DBH FISCAL SERVICES DATE DBH PROGRAM MANAGER DATE

 PROVIDER AUTHORIZED SIGNER (PRINT NAME) DBH FISCAL SERVICES (PRINT NAME) DBH PROGRAM MANAGER (PRINT NAME)

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
 SCHEDULE B
 2016-2017

Contractor Name: _____
 RU #: _____
 Contract #: _____
 Address: _____
 Date Form Completed: _____

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Estimated Number of Unduplicated Clients Started	Required Productivity (based on 168 hours per month per FTE)	Projected Revenue Generated by Service Type			
					Case Management (01-09)	Mental Health Services (10-50)	Medication Support (60)	Crisis Intervention (70)
Jul-15								
Aug-15								
Sep-15								
Oct-15								
Nov-15								
Dec-15								
Jan-16								
Feb-16								
Mar-16								
Apr-16								
May-16								
Jun-16								
TOTAL	0		0		\$0	\$0	\$0	\$0

APPROVED:

PROVIDER AUTHORIZED SIGNATURE	DATE	DBH FISCAL SERVICES	DATE	DBH PROGRAM MANAGER	DATE
PROVIDER AUTHORIZED SIGNER (PRINT NAME)		DBH FISCAL SERVICES (PRINT NAME)		DBH PROGRAM MANAGER (PRINT NAME)	

This worksheet is provided to aid you in planning your services. It takes information from the Schedule A worksheet and information you provide about how you plan to distribute your projected service units across the twelve months of the year and your planned FTE's for Clinical Service Providers. It will then calculate the level of productivity at which your clinical staff must perform to achieve your service and revenue goals. You may adjust the productivity by:

- (1) increasing or decreasing your costs on the Staffing and/or Admin Costs Sheets,
- (2) increasing or decreasing the number of FTE's of Clinical Service Providers, or
- (3) increasing or decreasing your projected Cost Per Unit of Service on Schedule A. **Caution:** You may NOT increase your Cost per Unit of Service above the rate set by the Schedule of Maximum Allowances in Schedule A, Line 25. It is not advised to develop your Schedule A based on the maximum possible per minute rate.

Directions:

1. Complete the Staffing, Admin Costs and Schedule A worksheets. On the Schedule A worksheet, be sure to enter Distribution % and the Target Cost Per Unit of Service.
2. Manually enter the number of services you expect to provide in each of the 12 months of the year. This total must equal the total on Schedule A, Line 27.
3. For each month of service, manually enter the number FTE's of Clinical Service Providers. The formulas in the worksheet assume that 1 FTE is equal to 168 hours/month.
4. Manually enter the Estimated Number of Unduplicated Clients Served for each month of service. This column is just of reference and does not affect other calculations.
5. Review the columns labeled "Estimated Clinical FTE's" and "Projected Revenue Generated by Service Type" to ensure that the projected costs and staffing patterns will enable you to meet your revenue generating requirements.

Note: The Dept of Behavioral Health has established a general standard of productivity of 65% for County clinical staff. However, the standard may vary based on service sites, client populations, and assigned duties. For instance, clinicians in a jail setting often have a productivity greater than 80% because the No-Show rate for services is very low. The productivity standard set for each service entity should take into account all contributing variables.

ATTACHMENT L

BUDGETS

Use this page as a cover sheet when submitting budgets.

Submit complete Budgets (Schedule A's and B's) for **each** program, for **each** fiscal year and for **each** site (if applicable) for cost analysis purposes (see Attachment K- Sample). Electronic version will be e-mailed to each agency upon verification of mandatory 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.

REFERENCE DOCUMENT

ATTACHMENT M

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor _____ shall:

To the extent consistent with the provisions of this Agreement, comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al 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, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum prior to hire or contracts and monthly thereafter , the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

Printed name of authorized official

Signature of authorized official

Date

REFERENCE DOCUMENT

ATTACHMENT N

**REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES
County of San Bernardino**

Green Purchasing Report from _____ (vendor)

Contract No. _____

MM/DD/YYYY to MM/DD/YYYY

Billing Information			Product Information						Supplier Information	Environmental Information		
PO No.	Invoice or Reference No.	Invoice Date	Product No.	Product Description	Quantity	Price p/unit	No. of units	Total Cost	Manufacturer Name	Green Y/N	Green Attributes (see attachment)	Certifications and/or accreditation (see attachment)

REFERENCE DOCUMENT

ATTACHMENT N

**REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES
 County of San Bernardino**

EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
Biobased	Certified Approved Product (AP) Non-Toxic
Biodegradable	Ecologo Certified
Carcinogen-free	Energy Star
Chlorofluorocarbon (CFC)-free	Electronic Product Environmental Assessment Tool (EPEAT) program
Compostable	Forest Stewardship Council Certified
Energy efficiency	Green Seal Certified
Lead-free	Greenguard Certified
Less hazardous	Scientific Certification Systems (SCS)
Low toxicity	
Mercury-free	
Persistent bioaccumulative toxin (PBT)-free	
Rapidly renewable	
Rechargeable	
Recyclable	
Recycled content	
Reduced greenhouse gas emissions	
Reduced packaging	
Refill/refillable	
Remanufactured/refurbished	
Renewable materials	
Responsible forestry	
Upgradeable	
Water efficiency	